

AGREEMENT

Between

THE PEABODY SCHOOL COMMITTEE

And

**THE PEABODY FEDERATION OF TEACHERS,
LOCAL 1289, AFT MA, AFL-CIO**

Effective September 1, 2018

Expires August 31, 2021

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Agreement Between
The Peabody School Committee
and
The Peabody Federation of Teachers
Local 1289, AFT MA, AFL-CIO

AGREEMENT

AGREEMENT effective the 1st day of September, 2018 through August 31, 2021, by and between the School Committee of the City of Peabody (the “Committee”) and Peabody Federation of Teachers, Local 1289, American Federation of Teacher Massachusetts, AFL-CIO (the “Federation”):

WHEREAS the Commonwealth of Massachusetts recognized the procedure of collective bargaining as a constructive, fair and orderly means of conducting relations between school committees and teacher organizations, and;

WHEREAS: In entering upon their new responsibilities the parties wish to declare their intention to cooperate fully in what must be the joint objective of the bodies, the best education possible for Peabody’s children, therefore be it

RESOLVED: That it is agreed as follows:

Article I

FEDERATION RECOGNITION, JURISDICTION, AND DEFINITIONS

A. Federation Recognition

The Peabody School Committee recognizes the Peabody Federation of Teachers, Local 1289, American Federation of Teachers, AFL-CIO, as the exclusive bargaining representative for all classroom teachers including permanent substitute teachers, guidance counselors, school adjustment counselors, school psychologists, board certified behavioral analysts, heads of departments, library media specialists, learning disabilities teachers, therapists, and all full-time and regular part-time non-supervisory Title I teachers/tutors.

B. Jurisdiction

The jurisdiction of the Federation shall include those persons now or hereafter who perform the duties or functions of the categories of employees in the bargaining unit.

C. Definitions

The term “**Committee**” as used in this Agreement shall be understood to mean the School Committee of the Peabody School Department.

The term “**Superintendent**” as used in this Agreement shall be understood to mean the person holding the position of Superintendent of Schools of the Peabody School Department.

The term “**Parties**” as used in this Agreement refers to the Committee and the Federation as participants in this agreement.

The term “**School**” as used in this Agreement means any work location or functional division maintained by the School Department.

The terms “**Principal**”, “**Supervisor**” or “**Director**” as used in this Agreement means the responsible administrative heads of their respective schools, or subject areas.

The term “**Teacher**” or “**Person**” as used in this Agreement means a person employed by the Committee in the bargaining unit as described in Section A.

The term “**Federation Representative**” as used in this Agreement means the Federation building representative or other qualified designee of the Federation.

Wherever the singular is used in this Agreement it is to include the plural.

Wherever a personal pronoun is used in this Agreement such pronoun shall be understood to apply equally to both male and female members of bargaining unit. (The term “**Federation**” as used in this Agreement means “The Peabody Federation of Teachers, Local 1289, American Federation of Teachers, AFL-CIO.”)

Article II

SALARY AND RATES OF PAY

A. Basic Salary Schedule

The salaries of members of Bargaining Unit A are set forth in Appendix A which is attached to and made a part of this agreement.

B. Increments for Advanced Credit

1. To the extent possible, the Superintendent of Schools shall be notified by May 1 if a teacher plans to have any change in salary column status during the following school year. Notification by letter or Email to the Superintendent will be deemed acceptable. This agreement shall not prevent individuals who miss the notification date from gaining an earned salary column change once notification is made to the Superintendent. Increments for advanced credit shall be effective immediately upon successful completion of courses approved in advance by the Superintendent of Schools.
2. The Superintendent will review and approve graduate degrees for increments, that is, the master's degree, second master's degree/ CAGS and the doctorate degree, granted from those accredited institutions of Higher Education which are listed by the Federation of Regional Accrediting; Commissions of Higher Education, in its directory published annually. A copy of the current directory, Accredited Institutions of Higher Education will remain on file in the office of the Superintendent of Schools.
3. No employee other than employees enrolled in doctorate programs prior to September 1, 1971 will be eligible for compensation at the Doctorate level unless:
 - a) the doctorate degree is in education;
or
 - b) the doctorate degree is a doctorate in philosophy (Ph.D.) with a major in the field of specialization in which the employee is working;
or
 - c) the doctorate or study program has been approved in advance by the Superintendent of Schools.
4. Any member of the bargaining unit who in the judgment of the superintendent has a major article, book, thesis, musical composition or any such creative work published on or after September 1, 1973 in a nationally recognized communication media will receive three (3) in-service credits toward his next educational level.

A claim that the Superintendent exercised his judgment arbitrarily or capriciously shall be subject to the grievance procedure.

C. Previous Experience

1. Credit for prior teaching experience shall be granted.
2. For Salary Credit purposes, a minimum of 90 days service, within a school system within one school year, shall be the basis for computing one year's teaching experience.
3. In interpreting this section (II. C. 2), it is agreed that not more than a single year in a Substitute capacity shall be credited.
4. A paraprofessional employed by the district who obtains a degree and certification to teach, as well as a teaching job in Peabody Public Schools, shall be granted credit for prior service on the following basis:
 - a. Full time paraprofessionals (30+ hours a week) may convert every three (3) years of continuous employment in Peabody to one (1) year of seniority and placement on the salary scale, to include longevity: No credit for partial year completion shall be given
 - b. Part time paraprofessionals (fewer than 30 hours per week) may convert five (5) years of continuous employment in Peabody to one (1) year of seniority and placement on the salary scale, to include longevity. No credit for partial year completion shall be given.
5. All vocational teachers employed permanently at the conclusion of the 2007-2008 school year shall be grandfathered in accordance with the Currier et al Grievance Settlement of 2008.

All vocational teachers newly employed on a permanent basis for 2008-2009 or thereafter shall be placed in the column according to their earned degree and graduate credits. Those teachers without a Bachelor's degree shall be placed in the Bachelor's column unable to progress beyond Step 6 or out of the Bachelor's column until such time as they earn a Bachelor's degree.

5. If the Superintendent of Peabody Public Schools declares a critical shortage of teachers in a subject area, the parties agree to implement the following strategies in order to meet the needs of the students adequately. In obtaining qualified teachers for critical shortage areas, years of service may be credited in the following manner:
 - Full-time educational experience as an accredited college or university may be credited year for year.
 - Full-time industry experience in a field related to the subject area may be credited 1 year for every 2 years in industry up to 10 years.

- This process will apply only to newly hired teachers within a declared critical shortage area.
- Previous salary placements are not grievable as a result of the implementation of the recruitment strategy.

D. Permanent Substitutes

Permanent substitutes shall be compensated according to the regular salary schedule.

E. Hourly Rate of Pay

\$45.00 per hour shall be the rate of pay for teachers of Adult Civic Education, Evening High School, Vocational Evening School, Summer School and hourly paid teachers of the Physically Handicapped, Emotionally Disturbed, Home Teachers and Tutors. Art teachers, music teachers and culinary arts teachers shall be paid \$45.000 per hour for work outside of the regular school day.

Effective September 1, 2012, the hourly rate shall be \$40.00 per hour. Effective September 1, 2014, the hourly rate shall be \$45.00 per hour.

F. Differentials for Special Service Personnel

1. Teachers of English as a second language shall receive a differential of \$200 in addition to their basic salary.
2. Effective September 1, 2012, Department Heads responsible for ten (10) or more teachers shall be paid \$5,500.00 in addition to their basic salary. Department heads responsible for fewer than ten (10) teachers shall be paid \$4,500.00 in addition to their basic salary.
3. "Team Leaders" shall be paid \$625 in addition to their basic salary effective September 1, 1977, and \$750 in addition to their basic salary effective September 1, 1978. "Team Leaders and Curriculum Facilitators" shall be paid Fifteen Hundred Dollars (\$1,500) in addition to their basic salary effective September 1, 2002.
4. Guidance Counselors shall be paid Fifteen Hundred Dollars (\$1,500) in addition to their basic salary. High School guidance counselors shall be paid three thousand dollars (\$3,000) in addition to their basic salary and will be obligated to three (3) additional evening activities as assigned by the Director.
5. High School Librarian shall be paid One Thousand Dollars (\$1,000) in addition to his basic salary.
6. Attendance Supervisor shall be paid Two Thousand Two Hundred Dollars (\$2,200) in addition to his basic salary.

7. Lead Mentors shall be paid One Thousand Two Hundred Fifty Dollars (\$1,250) in addition to his basic salary.
8. Mentors shall be paid One Thousand Dollars (\$1,000), or Five Hundred Dollars (\$500) per Mentee in addition to their basic salary.

G. Longevity Steps

1. As of the first work day in September of each school year, longevity entitlements for members of the bargaining unit shall be computed as follows:
2018-2019 & 2019-2020:

Five Years of Service	\$ 400.00
Ten Years of Service	\$ 600.00
Fifteen Years of Service	\$ 1,250.00
Twenty Years of Service	\$ 1,800.00
Twenty-Five Years of Service	\$ 2,250.00
Thirty Years of Service	\$ 4,750.00

2020-2021:

Five Years of Service	\$500.00
Ten Years of Service	\$700.00
Fifteen Years of Service	\$1,325.00
Twenty Years of Service	\$1,950.00
Twenty-Five Years of Service	\$2,450.00
Thirty Years of Service	\$5,000.00

2. Members of the bargaining unit who intend to retire are requested by the School Committee to notify the district in writing six (6) months prior to their date of retirement. The parties agree that this notification is non-binding and may be revoked at any time before the individual's retirement.
3. Professional staff members in the Peabody Public School District with a minimum of fifteen completed years of full-time service in Peabody Schools in the professional teachers unit and 180 days of accumulated sick leave, may elect a supplemental longevity payment of \$2,000 per year for three consecutive years. Professional staff members in the Peabody Public School District with a minimum of twenty completed years of full-time service in Peabody Schools in the professional teachers unit and 180 days of accumulated sick leave, may elect a supplemental longevity payment of \$3,000 per year for three consecutive years. Professional staff members in the Peabody Public School District with a minimum of thirty completed years of full-time service in the Peabody Schools who have accumulated one hundred eighty (180) days of sick leave may elect one of the following options:

- a) A supplemental longevity payment of twelve thousand dollars (\$12,000) for one year.
 - b) A supplemental longevity payment of six thousand dollars (\$6,000) for two (2) consecutive years.
 - c) A supplemental longevity payment of four thousand dollars (\$4,000) for three (3) consecutive years.
4. A teacher may exercise only one of the three options set forth in Section G2 above once while in the employment of the Peabody Public Schools.
5. Once a qualified professional staff member has opted for the above, s/he will no longer be eligible for "Payment of Unused Accumulated Sick Leave" as outlined in Article II, K. of the Agreement between The Peabody School Committee and The Peabody Federation of Teachers, Local 1289, AFT, AFL-CIO. Beginning in September of 2004, Payment of Unused Accumulated Sick Leave will no longer be available to anyone beginning their first year of working toward professional status and will be replaced by the above. All other teachers have the option of electing this program.
6. Application is required by November 1st of the fiscal year prior to the start of the payment.
7. Teachers on the payroll as of September 1988 shall continue to have their years of service computed in the same manner as said service was computed prior to September 1988. Teachers employed subsequent to September 1988, but prior to July 1, 2018, shall have their years of service computed based on their initial placement on the salary schedule as set forth in Article II, Section C. Teachers hired after July 1, 2018, shall have their longevity based on their years of service in the Peabody Public Schools, regardless of placement upon the salary schedule.
8. Said payments shall be paid automatically in a lump sum by separate payroll check, on the first pay period in December of any year and shall be considered "regular compensation" for retirement purposes.
9. A teacher who does not use any of his personal sick allowance during the school year shall receive an additional per diem payment for "perfect attendance". Perfect attendance shall be defined as no absences with the exception of Bereavement Leave and Jury Duty. This payment shall be made no later than July 15.

H. Extra Curricular Payment

1. Stipends for extra-curricular activities shall be set forth in Appendix B which will be attached to and made a part of this agreement.
2. Proctoring at school dances will be voluntary and uncompensated.
3. Duty at commencement shall be voluntary; any required attendance shall be compensated at a pro rata hourly rate.
4. Payment for extra-curricular assignments shall be made immediately upon completion of the season.
5. All stipends must be negotiated first before they are posted, offered, added or changed.
6. When possible, stipended extracurricular activities will be posted by June 10th of the school year prior to the activity, and advisor positions will be filled as early as possible in the school year in which the activity takes place.
7. If a “start-up” club at any school level has successfully run for two years, it shall be added to Appendix B with a stipend of \$650.00. If a club or activity has not run for two consecutive years, it is deleted from Appendix B.

I. Substitute Teachers Pay

See Appendix C for Substitute Teachers Pay Rates

J. Method and Time of Salary Payment

Salaries of regular teachers shall be paid in twenty-six (26) installments starting with the second Thursday of the school year in September, and continuing until the last payroll period in August. Payments shall be made by direct deposit. Personnel desiring a lump sum payment of money in the beginning of July may receive all accumulated monies by notifying the Superintendent by May 1. If a teacher terminates his employment during the school year, he, or in the case of his death, his estate shall be entitled to a pro-rated share based on the number of teacher work days in the school year; minus the compensation already paid. The committee and the Federation agree to reopen negotiations prior to the second year of this Agreement as concerning Article II, Section J, only.

K. Payment of Unused Accumulated Sick Leave and Death or Retirement

Teachers shall be entitled, upon retirement, or in the event of death, their estates shall be entitled to compensation for unused accumulated sick leave at the rate of one quarter their per diem salary up to a maximum of one hundred fifty (150) days. Per Diem salary will be computed on the basis of the salary in effect in the year of death or retirement.

L. Work Before and/or After the Regular School Year

The services of guidance personnel assigned to the middle school or high school before the start of the regular school year are a mandatory requirement of their job descriptions. Other teachers whose services are desired before and/or after the regular school year will be employed on a voluntary basis and compensation will be pro-rated daily or hourly based on the teachers' annual salary.

M. Recertification Reimbursement

Upon receiving proof of recertification, the district shall reimburse the teacher for the cost of his/her primary recertification. Re-licensing shall be consistent with the requirements by the Massachusetts Education Reform Act. (currently every five (5) years)

N. Tuition Reimbursement

1. Teachers who have worked for two complete school years shall be eligible for tuition reimbursement annually from an annual tuition reimbursement fund of \$35,000.00.
2. Teachers in their first or second year shall be eligible for one-half (.5) tuition reimbursement annually.
3. In order to receive reimbursement, the teacher must have the Superintendent's prior approval of the course and earn a grade of B or Pass in a Pass-Fail course.
4. To receive reimbursement, the teacher must submit the signed course approval form, the official college grade report, and proof of payment to the college or university and the district must still have money in the annual fund.
5. The parties agree that the School Committee will provide a sum of money in order to defray the cost to the district's qualified staff while pursuing their Sheltered English Immersion (SEI) endorsement. State guidelines will be followed as to which professional staff are required to take the SEI course.

An initial \$20,000.00 will be made available 2016-2017, and will be adjusted for 2017-2018 as needed, with a minimum of \$10,000.00 each year in the line item. The district will provide the training to groups of teachers in the form of SEI certification courses offered in Peabody, or reasonably close by, with SEI trained teachers leading courses. A minimum of 10 teachers must be signed up for an SEI course in order for a course to run.

Should there be fewer than that number, either a course will be run regardless of the stated number, or individuals will be reimbursed at the state university rate for tuition from these monies. The money available in this line item may only be used for the purposes of SEI certification, and through the process described in this section.

Article III

WORKING CONDITIONS

A. Class Size

1. Kindergarten - Grade 2

The system wide class size average in grades Kindergarten through Grade Two shall not exceed 23 students per teacher. In no event shall any Kindergarten through Grade Two class exceed 25 students per teacher, including special needs and bi-lingual students.

2. Grades 3 - 5

The system wide class size average in Grades Three through Five shall not exceed 25 students per teacher. In no event shall Grade Three through Grade Five class exceed 27 students per teacher, including special needs and bi-lingual students computed upon a full-time equivalency attendance.

3. For purposes of 1 and 2 above, “**Class size average**” is defined as the total number of regular classroom students divided by the total number of regular classroom teachers.

4. Middle School (Grades 6, 7 and 8)

- a) Effective with the execution of this agreement, each middle school cluster, as presently constituted, shall not exceed 112 students, including special education and bi-lingual students, computed upon full-time equivalency attendance.

5. High School (Grades 9, 10, 11 and 12)

- a) Effective with the execution of this agreement:
- i) No class shall exceed thirty (30) students.
 - ii) English and Math classes are to be established at a maximum of twenty-eight (28) students per teaching period, but not to exceed a total of one hundred twenty-five (125) students per English and Math teacher.
 - iii) Non-English speaking classes shall not exceed twenty (20) students per teaching period.
 - iv) Commercial, home economics, language and science labs, and industrial art shops shall not exceed the number of student stations.
 - v) Exceptions to the foregoing class size maximum shall be allowed for areas normally considered large group activities.

B. Teaching Load - Teacher Programs

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.

Homeroom Classes are those in which children assemble in the morning, at lunch time, and at the close of the day for administrative purposes. The time involved is usually a short period and is known as the “**Homeroom Period**”.

Administrative Periods are those periods during which the teacher is programmed for an activity other than teaching.

Cluster Planning Time is defined as that time a teacher is assigned to meet with other members of the cluster team to prepare and develop the cluster activities or to discuss other relevant issues such as cluster organization, pupil problems and/or curriculum concerns.

1. Middle School - Grades 6, 7 & 8

All Middle School Teachers shall be provided with forty (40) consecutive minutes of preparation time per day. In addition, there will be assigned “cluster planning time”.

2. High School - Grades 9-12

A basic maximum of twenty-five (25) teaching periods, five (5) administrative periods and five (5) preparation periods shall be established.

3. Department Heads

The parties agree that it shall be the goal of the Department that Department Heads shall have daily, 3 teaching periods, 3 periods for departmental work and 1 period for teaching preparation.

4. Educational Specialists

Educational Specialists, defined as Speech Therapists, Learning Disability Specialists, Remedial Reading Specialists, Itinerant Teachers of Hearing and Visually Impaired, Occupational Therapists, and Physical Therapists, shall be guaranteed at least 120 minutes per week to conduct testing of students, scheduled by mutual agreement between the administrator and the specialist. When testing is not performed, this time shall be guaranteed preparation time.

C. Duty Free Lunch Period

1. Elementary Teachers
 - a. Elementary teachers shall be provided a duty-free lunch period of at least thirty (30) minutes.
 - b. Elementary teachers shall deliver their classes to the cafeteria prior to their lunch and escort their students back to their room after recess where classroom instruction will resume.
 - c. The above provision will be implemented simultaneously with the restoration of a fourth preparation period for elementary teachers.
2. Grades 6-12
The parties agree that it is their intention to provide a duty free lunch period of at least thirty (30) minutes for every teacher in grades 6-12.
3. A joint subcommittee of the parties will explore the feasibility of modifying the bell schedule and cafeteria tables at the high school to provide a thirty (30) minute duty- free lunch

D. Preparation Periods

Preparation Periods are those periods during which the teacher is not assigned to a regular-programmed responsibility.

1. The department shall guarantee every teacher in grades K-5 three (3) forty (40) minute preparation periods and one (1) thirty (30) minute preparation period per week.

The Committee agrees that one (1) technology integration specialist will be added full time to the district beginning in the 2nd year of the contract (September 2019) and will continue to add technology integration specialist until a total of three (3) technology integration specialists have been added to the district.

These specialists will be assigned to the elementary schools with the objective of having an additional preparation period of 30 minutes for each elementary teacher by the end of the agreement (School year 2020-2021). Assignment of the specialists will be designated by the Superintendent.

2. To the end of enriching curriculum, improving teaching service and providing preparation periods, the School Committee shall add needed specialists.

3. Preparation periods shall be distributed in each school on an equitable basis.
4. Preparation periods shall be used for unassigned professional work.
5. When substitutes are not available, teachers may teach during their preparation period at the hourly rate set forth in Article II, Section E of this Agreement.
6. Shop teachers at the Vocational School shall be compensated for the lack of a preparation period rendered above and beyond other secondary school personnel.
7. A building principal, vice-principal or unit director may approve a teacher request to leave the building during such preparation periods for valid educational reasons. Such approval shall not be unreasonably withheld.

E. Length of School Day, Length of School Year and School Calendar

1. Length of School Day

The School day shall be defined as a five (5) hour fifty-five (55) minute day for elementary schools, and a six (6) hour ten (10) minute day for the middle school and a six (6) hour thirty (30) minute day for senior high school. At the elementary schools, teachers are to arrive ten (10) minutes before instruction begins and are to remain five (5) minutes after instruction ends. * Middle school teachers shall arrive fifteen (15) minutes before instruction begins and shall remain ten (10) minutes after instruction ends.* High school teachers shall arrive five (5) minutes before instruction begins and shall remain ten (10) minutes after instruction ends.** At the end of the teacher workday (2:00 PM High School, 2:35 PM Middle School, 3:00 PM Elementary School), teachers shall only escort students still awaiting parental pickup or bus pick up to an area designated by the Principal in each building. The Principal should have a procedure in place in each school for any students who have not been dismissed by the times listed above so that teachers may leave at the end of their contractual day.

The School Calendar is hereby amended to reflect that schools will not be in session for Yom Kippur, Good Friday, and one day of Rosh Hashanah.

Beginning with the 2018-2019 school year, Professional Development days during the school year shall be reconfigured from four (4) 1.5 hour sessions to two (2) 3 hour sessions. Placement of days in the calendar will be done by the Superintendent, in consultation with the Federation, and with the approval of the School Committee.

Beginning with the 2018-2019 school year, the current PVMHS “Parent Orientation” night shall be replaced with a PVMHS “Open House” night.

*At the Elementary and Middle School levels, students are scheduled to report to school 10 (10) minutes before instruction begins and are to leave five (5) minutes after instruction ends.

**At the High School, students are scheduled to report five (5) minutes before instruction begins and are to leave ten (10) minutes after instruction ends.

In the event the five extra days are exhausted, the parties will immediately meet and agree on a method of scheduling to fulfill the school year.

PEABODY VETERANS MEMORIAL HIGH:

Teachers Workday:

Begins: 7:15 A.M.

Ends: 2:00 P.M.

Open House and Parent/Teacher Conferences 6:00-:8:00P.M.

HIGGINS MIDDLE SCHOOL:

Teachers Workday:

Begins:8:05 A.M.

Ends: 2:35 P.M.

Parent/Teacher Conferences: 12:45-2:45 P.M. (students dismissed at 12:00)
6:00-8:00 P.M.

ELEMENTARY SCHOOLS (including Kindergarten)

Teachers Workday:

Begins:8:50 A.M.

Ends: 3:00 P.M.

Parent/Teacher Conferences: 12:55-2:55 P.M. (students dismissed at 12:25 P.M.)
6:00-8:00 P.M.

EARLY RELEASE TIMES FOR PROFESSIONAL DEVELOPMENT DAYS:

High School: 10:30 A.M.

Middle School: 11:00 A.M.

Elementary Schools: 11:25

EARLY RELEASE TIMES FOR PARENT TEACHER/CONFERENCE DAYS:

ERM-Middle School: 12:00 P.M.

ERE-Elementary Schools: 12:25 P.M.

DISMISSAL TIMES FOR ½ DAYS – DAY BEFORE THANKSGIVING & LAST DAY OF SCHOOL ONLY: (NO LUNCH)

High School: 10:30 A.M.

Middle School: 11:00 A.M.

Elementary Schools: 11:25 A.M.

ACADEMIC YEAR CLOSSES FOR STUDENTS UPON COMPLETION OF 180 SCHOOL DAYS

2. Length of School Year

- a) The regular term of all day schools shall constitute the 180 day minimum mandated by the Board of Education beginning on the Tuesday following Labor Day, and continuing into the month of June until the 180th day. The work year for teachers shall commence on the Tuesday before Labor Day followed by Wednesday of that week being Professional Development Days commencing at 8:00 a.m. to no later than 1:00 p.m. with no lunch break. Thursday shall be an administrative day from 8:00 a.m. to no later than 11:30 a.m., with the remainder of the day for teacher use. Friday of that week and the following Labor Day Monday shall be days off, and with the teacher work year resuming on Tuesday after Labor Day and continuing until one day after the close of the school year.

In any year when Labor Day occurs after September 4th, the school year shall begin the Monday before Labor Day. In those years, the work year for teachers would begin two Tuesdays before Labor Day and follow the same schedule for that work week between described in the preceding paragraph. Schools shall be closed the Friday of both weeks and on Labor Day.

During the course of the school year, there shall be scheduled two (2) early release days with students dismissed at 10:30 a.m. High School, 11:00 a.m. Middle School and 11:25 a.m. Elementary School. Teachers shall work until the end of their regular work day engaged in professional development activities.

Schools shall be closed on the regular final Election Day in November of each year. Teachers shall report to school for a day of professional development activities. The district shall continue to award PDP's for these activities in order to allow teachers to meet DESE recertification regulations. Day school sessions shall be suspended on Saturdays, Sundays, and on dates specifically listed as "No School" or "Not in Session" in subsection F 1 or in the school calendar.

- b) To the extent permitted by law and regulation of the State Board of Education, the School Committee reserves the right to grant early dismissal to first grade students during the first three days of the school year.

F. Safety and Health Standards

1. The School Department shall conform with all Massachusetts safety laws.
2. Primary grades shall be located in the classrooms on the first floor of school buildings wherever possible.
3. All school buildings shall be equipped with separate, modern sanitary facilities for male and female teachers, and students.

4. Prompt repair or replacement shall be made of broken window panes, shades and cords, and of broken furniture.
5. Student traffic patrols shall be eliminated and the police department be requested to assume this responsibility.
6. Candy machines shall be excluded from all Peabody Schools.

G. Scholarship Standards

1. The parties agree that the selection of textbooks to be used in the school shall continue to be selected cooperatively after joint consultation among teachers and administrators.
2. Federation representatives shall be included on the Committee that recommends and evaluates supplies used in the classroom.
3. As far as administratively possible, delivery of all books and supplies for the following year shall be made in June, but in no case later than August 15. Teachers shall be notified two months before the close of the school in June concerning supplies and materials which are denied, or which will not be available.
4. The parties shall work together through a curriculum revisions committee to bring about changes in curriculum on all levels needed. A joint committee will be selected by the parties to study the problem of curriculum continuity on days of excessive pupil absences.
5. Classroom interruptions for notices or other matters shall occur only when absolutely necessary.
6. No teacher shall be required to maintain the intercommunication system on open position during the school day.
7. An instructional materials committee shall be established in all schools to coordinate the use and acquisition of audio-visual and other instructional materials. The committee shall meet monthly with the A-V Coordinator, and carry on activity above and beyond regular instructional time equivalent to at least 15 hours annually. Members of the committee shall be compensated at the hourly rate provided in the contract.
8. Teachers other than newly appointed teachers will be given their academic assignments for the next school year under normal circumstances no later than the last day of the present school year. The Superintendent, or his designee, reserves the right to reassign or change the assignment of a teacher.
9. Before any newly required narrative reporting mechanism is instituted, such reporting mechanism must be first approved by a committee of six. This committee shall consist of two members selected by the Federation, two members selected by the committee, one parent selected by the Federation and one parent selected by the committee.

10. The Committee agrees that, with the signing of the contract with ASPEN Student Management Services, all elementary report cards will be computerized by the start of the school year 2019-2020. Professional Development for using the new system will take place during the 2018-2019 school year.
11. The parties agree that to form a bi-partisan committee during this agreement to study the feasibility of instituting block scheduling. Any recommendation coming out of this committee shall be subject to collective bargaining between the School Committee and the Federation. Participation on this committee shall be voluntary.

H. School Facilities

1. Every class shall be held in a properly heated, lighted, ventilated, soundproofed, and equipped classroom when possible.
2. Every school building shall have at least one teachers' lounge which is kept clean and provided with suitable furniture.
3. Renovations and painting shall not be carried out at times when they interfere with the instructional program or the reasonable comfort of staff or students. The Principal shall use his discretion as to what is appropriate activity, keeping in mind the above guidelines. Such discretion shall not be exercised arbitrarily or capriciously.
4. In buildings without cafeterias, provisions shall be made for refrigerators and cooking facilities as soon as administratively possible.
5. A pay telephone for faculty use shall be provided in each building and located so as to insure privacy.
6. Sufficient electrical outlets shall be provided and properly placed in all classrooms.
7. Space (desk, file cabinet or closet) in which teachers may store instructional materials and supplies shall be provided for each teacher.
8. The School Department shall make available a list of bid or catalogue prices for all school supplies.
9. The School Department shall establish referral services for individual testing, psychiatric help and other clinical services on all levels of the school system. Referral forms shall be available in the Principal's office.
10. The Superintendent will explore the feasibility of establishing an expense reimbursement for teachers of exceptional children for purchase of educational toys, puzzles, workshop tools or other special items which are not usually ordered by the School Department for its pupils and which must be tailored to individualized teacher-pupil relationships.

11. Building administrators shall make a good faith effort to identify and provide a location which affords privacy for teachers to make necessary phone calls.

I. Additional Personnel

1. Speech Therapy will be assigned according to the legal process and will be developed through the IEP recommendations.
2. It shall be the committee's intention to provide each elementary school with one (1) Remedial Reading Teacher.

J. After School Meetings

1. The parties agree that attendance at PTO shall be voluntary.
2. Teachers shall be required to be present at three (3) Parent Visiting Nights each year.
3. Conferences with parents shall be conducted at the close of the school day by prior arrangement between the parent and the teacher. Such conferences shall be held on an individual basis and shall not include CORE evaluations. Any teacher involved in such conferences shall be indemnified for any liability possibly incurred and arising there from. This section shall be reasonably implemented and enforced.
4. Teachers may be required to attend up to ten common planning meetings of not more than one and one-half (1-1/2) hours in length each year. These meetings shall be teacher directed and shall be for the sole purpose of allowing teachers to collaborate on academic activities, issues, and topics. The parties agree that administrators or department heads shall have a maximum of fifteen (15) minutes at the start of such meetings for building or department business.
5. Not more than ten building meetings of up to one hour in length shall be held at reasonable intervals at the discretion of the principal. Advance notice of such meetings shall be provided at least 48 hours prior to the meeting except in an emergency. Such meetings would end no later than 68 minutes after the student dismissal but in no event would a meeting exceed 60 minutes at which time teachers may leave.
6. Secondary school teachers will be allowed to implement their own method of providing after school help outside the normal school day, being allowed the privilege of determining the time and the day or days when they will remain for student help.

It is understood that no student will be denied the opportunity to remain for after school help under this regulation.

K. Seniority

1. System-wide seniority is defined as length of service in Unit A of the Peabody School Dept., except as permanent substitute. Any unpaid leaves or absences shall not count towards seniority. Periods of service interrupted by a break due to resignation, retirement, termination or work outside the unit shall not be added together to determine system-wide seniority. For purposes of this section, provisions of Article V, Section L apply.

The School Department shall prepare a seniority list of all members of the bargaining unit in the order of their seniority as defined in paragraph 1 above. Such list shall contain seniority in years and months, the area of certification of current assignment and all areas of certification held by the employee.

The Federation shall be supplied with this list which shall be kept current.

2. A teacher who accepts a Unit B position and subsequently returns to Unit A before attaining professional status as an administrator shall resume accruing seniority in Unit A immediately upon her/his return to Unit A. The individual's service as a member of Unit B shall not be counted toward Unit A seniority.

L. Teacher Files

1. A teacher shall be permitted by appointment to inspect the contents of his files, personnel folder, cards and records, and to make copies of such contents as concern his work and himself.
2. Official grievances filed by any teacher under the grievance procedure shall not be placed in the personnel file of the teacher; nor shall such grievance become a part of any other or record which is used in the promotion process or in any recommendations for job placement.
3. There shall be one, and only one, central location for the housing of teacher files, personnel folders, cards and records. None of the aforementioned materials may be removed from this location. Files are to be kept locked when regular personnel are not on duty. Each file will contain a form wherein an employee will date and sign that he has inspected his own file and whereon an employee acting under orders of the Superintendent or his designee will record, date and sign with respect to any inspection, additions or deletions. The Superintendent will control personnel who are given access to teacher files.
4. Whenever written material is placed in a teacher's file, a copy must be sent directly to the teacher involved at the time of its inclusion.

M. Hiring of Substitutes

1. Substitutes shall be hired to cover classes of regularly assigned teachers when they are absent.

2. A centralized system of calling substitutes shall be utilized.

N. Teacher Evaluation

1. The evaluation system used by the parties shall adhere to all state laws and regulations in 603CMR 35. The parties hereby incorporate the Educator Performance Evaluation Document which shall be attached as an Addendum to the Collective Bargaining Agreement between the parties.
2. All observations and evaluations of teaching performance shall be conducted personally with full knowledge of the teacher. Notification by the administration at the beginning of the school year shall constitute full knowledge as required therein.
3. A copy of the evaluation report, signed by the teacher, shall be placed in his/her personnel file and a copy shall be given to the teacher. The teacher's signature shall not necessarily indicate agreement with its content. The teacher shall have the right to make a written reply, which shall be attached to the evaluation report. The Evaluation report and all of the documents related to it shall remain confidential records as part of the teachers personnel file.
4. A teacher who disagrees with any element of his/her approved educator plan may utilize the Appeal Process contained in the agreement and attached in the evaluation addendum.
5. Evaluation discussions shall be conducted privately.
6. No teacher, with professional status, will be disciplined, reprimanded, reduced in rank or compensation without just cause.
7. The Union/Management Committee will continue to meet to discuss issues regarding evaluation as the need arises. The Federation President shall appoint the Union members and the Superintendent shall appoint the Management members. When DESE adds additional required components to the evaluation, this committee shall present their proposed recommendations to the parties who shall meet to negotiate them and present them for ratification to the union membership and the School Committee before their implementation.

O. Training Teachers

1. Teachers with three (3) years of teaching experience shall have first opportunity on voluntary rotation basis to participate in teacher training.
2. An institution requesting the service of a training teacher shall be encouraged to furnish a tuition voucher for a three-credit course.

P. Damage or Loss of Property

The Committee reserves the right to the extent permitted by law, to reimburse teachers for damage or loss of clothing or personal property suffered by a teacher, who has not been negligent, while on duty in school, to the extent not otherwise covered by insurance, up to a maximum of \$100 in any instance.

The Committee reserves the right to indemnify teachers in accordance with General Laws Chapter 41, Section 100C.

Q. Assistance in Assault Cases

Teachers shall report all cases of alleged criminal assault suffered by them in connection with their employment to the principal, who shall report such assault to the Superintendent.

R. Lay-Off and Recall

1. In the event of a cut-back in personnel within the school system, employees shall be laid off in accordance with seniority as defined in Article III, Section M., i.e. the least senior employee currently assigned in the area of certification affected by the cutback may choose to displace the least senior employee of lesser seniority than the first employee who is assigned in an area of certification held by the first employee. The Superintendent shall approve such reassignment of the more senior employee except for just cause.
2. Any employee affected in a lay-off procedure shall be given notice prior to the 15th of June of the year preceding the lay-off.
3. The Committee will offer each tenured employee who is affected by a layoff the opportunity to waive his or her rights under Massachusetts General Laws Chapter 71, Section 42 (Professional Status) which if accepted by said employee and in consideration thereof, the Committee will grant said employee an involuntary leave of absence for a period of two (2) years.
4. A Recall List shall be established by the School Department. Such list shall consist of the names of the affected employees and date of lay-off. These persons shall be rehired before any new personnel are hired. Such rehiring shall also be based on seniority, i.e. the person who was laid off LAST shall be the first reemployed. The employee shall remain on said recall list for not more than two (2) years.
5. Any teacher granted an involuntary leave under the provisions of this Section shall upon his or her return during the two (2) year recall period, be entitled to tenure and all rights and benefits as set forth in Article V, Section L.2. of the Agreement.
6. The Federation shall be provided with the Recall List, which shall be kept current.

S. Small Learning Communities and/or Extended Day Programs.

The School Committee shall inform the Federation, in writing, if it intends to plan Small Learning Communities, Extended Day Programs, or any other new initiative that will affect the structure of a school, a school schedule, teaching practices or scheduling, or any other working condition. The Federation will notify the Committee in writing of its intent to demand negotiations. The planning shall not begin until the parties meet to negotiate the procedures by which such planning shall be conducted.

T. Dignity and Respect

The parties agree to act, at all times, in such a manner as to assure proper dignity and respect to each other.

U. Federation time at New Teacher Orientation

The Federation shall have up to one (1) scheduled hour to address new employees prior to each school year during the “New Teacher Orientation”.

Article IV
**APPLICATION FOR PROMOTION;
JOB DESCRIPTIONS FOR PROMOTIONAL POSITIONS;
TRANSFERS; HANDLING OF OTHER JOB OPENINGS;
AFFIRMATIVE ACTION**

A. Promotions

1. When a vacancy occurs in a position involving a ratio or differential and the Committee determines to fill it on a permanent basis, or in the case a vacancy in such position is anticipated to exceed six months and the Committee determines to fill it on a temporary (acting) basis, notice of the vacancy shall be circulated to all teachers by the principal in each building. A copy of the notice shall also be forwarded to the Federation President.
2. Qualification requirements, duties, salary and other pertinent information shall be categorically set forth. In filling a permanent vacancy, time spent on a temporary (acting) basis in the position shall not be considered by the Committee in evaluating the qualifications of an applicant unless he has been elected to the position pursuant to paragraph 1.
3. All qualified applicants shall be considered.
4. Where other factors are the same among a number of candidates, seniority in the Peabody School Department shall govern appointments.

5. Applications shall be in writing and shall state the position the applicant is seeking together with his qualifications for the position. A two-week interval shall be allowed between the advertising and the filling of the position.

B. Transfers

1. Requests for transfer shall be submitted to the Superintendent in writing indicating subject, grade or school to which the teacher seeks assignment. A valid transfer request shall be a request filed prior to April 1 and shall remain valid for two (2) school years. The Superintendent will acknowledge all transfer requests in writing. All transfer requests may be withdrawn prior to the interview with the principal or during the interim prior to the offer or in accordance with Article IV B3.
2. Notice of a transfer shall be given to a teacher as soon as practical following the teacher's application for transfer.
3. Transfer requests shall take effect as of September subject to the provisions of paragraph 8 where applicable. All transfers will be offered by a phone call and Email from the HR Director or his designee and will be in effect for 48 hours. Teachers offered a transfer must respond within the 48 hour period as to whether or not the transfer has been accepted. If no response is forthcoming within the 48 hour period, then the transfer shall be considered rejected. Transfers will be offered to the most senior, qualified teacher on the voluntary transfer list until the position is filled or until the voluntary transfer list is exhausted. In such case the position will be deemed open and will be posted and advertised for ten business days or a shorter period of time if mutually agreed to. It will be the Superintendent's authority to allow/deny transfers from September-June in designated sensitive areas: presently identified as Special Education and ELL. Additional areas may be added only after consultation with the Federation.
4. No appointment may be made until pending transfer requests for existing openings have been considered. A list of transfer requests shall be maintained by the School Department showing the date of the original request. Such lists shall be available for inspection by a union official.
5. Volunteers transferring within the same area of certification shall be transferred before any involuntary transfers are made. A teacher may transfer voluntarily within his area of certification according to seniority as defined in Article III, Section M, i.e., the most senior volunteer shall be transferred. The Superintendent shall approve such a transfer of the more senior employee except for just cause.
6. If the district anticipates assigning a teacher a class/subject outside his/her area of certification, the principal shall notify the teacher as early as possible prior to the start of the school year.
 - a) One full continuous year (not less than 170 payroll days) prior teaching experience in the area of certification within the past 6 years.
 - b) Possession of an earned Advanced Degree in the area of certification requested.

c) Completion, within the past 6 years of two three credit courses in the area of certification requested.

d) The recommendation of the Superintendent of Schools for the requested transfer.

7. Any involuntary transfer shall be determined by seniority, i.e. the least senior employee shall be transferred.

8. When a vacancy arises after commencement of the school year, the School Committee will continue its practice of filling the vacancy with a UNIT A person for the balance of the school year. However, in determining how such position will be filled for the following September, the Superintendent will give consideration to valid transfer requests. If in the exclusive judgment of the Superintendent a decision is made to grant a request for transfer, this successful transfer applicant and the teacher will be notified as soon as practical following the Superintendent's decision. If not, no vacancy will be deemed to exist the following September.

C. Handling of Other Job Openings

Teachers regularly assigned to classroom teaching during the school year in Peabody shall have an opportunity to teach in summer, evening, Headstart and all federally funded programs in the School System.

D. Affirmative Action

The Committee, with the active assistance of the Federation, will, in good faith, seek out and encourage applications for promotional vacancies from among all qualified persons regardless of race, creed, color, national origin, sex, or marital status.

Article V

LEAVES OF ABSENCE

A. Federation Leave

Employees who are officers of the Federation or who are appointed to its staff shall, upon proper application, be given a leave of absence without pay for the purpose of performing legitimate duties for the Federation. Employees given leaves of absence without pay shall receive credit toward annual salary increments on the schedules appropriate to their rank.

Provided also that for special purposes leaves under the above conditions shall be granted from time to time for shorter periods than one year, i.e., three or six months as requested by the Federation for special study or research or similar relevant purposes to enhance the knowledge and competency of the Federation by administrating its responsibilities under this contract.

B. Sick Leave

1. Professional personnel shall be allowed fifteen (15) days per year and effective as of September 1, 1993 shall be entitled to accumulate said days without limit. Effective with the 1995-1996 School Year, prior to September 15 of each year, the Committee shall send each teacher written notice stating his/her accrued sick leave.
2. One day shall be granted for each year in the Peabody School System beyond 10 years. This additional allowance is not accumulative.
3. Personnel entering service after the opening of school shall be allowed sick leave on a pro-rated basis.
4. A regular teacher or assistant principal who takes the place of a principal for a full week or more shall receive the principal's rate of pay for such services beyond the full week.
5. If a teacher is absent and if no substitute is employed, the teacher's absence shall be charged to her sick leave.
6. Any teacher removed or excluded from employment on account of tuberculosis in a communicable form shall be carried on sick leave pay for the entire period of such exclusion or removal, but in no case for more than two years, and for such additional period as he may be entitled under the rules of the Peabody School Department.
7. If any contagious disease is contracted during the school year and connected with schoolwork, the employee shall receive full pay for six months with the privilege of asking the School Committee for an extension of this allowance at the end of the six-month period. Such absence shall not be deducted from the regular personal sick leave.
8. A teacher may, if he deems absence to be for an unavoidable reason, deduct from his personal sickness allowance for unavoidable absences. "Unavoidable absences" shall be deemed to mean the transaction of imperative legal business, household or family matters impossible to transact during non-school hours. Beginning with the 2018-2019 school year, a teacher may deduct up to two (2) days from his personal sickness allowance for unavoidable absence for the specific purposes of traveling to, or attending, the wedding of a family member or close friend; or traveling to, or attending, the funeral of a family member or close friend. The parties agree that this additional allowance shall be instituted on a three (3) year trial basis. Advance notice to the Superintendent will be given as soon as possible.

Except in cases of unforeseen emergencies, the granting of unavoidable absences on days before and/or after a holiday and/or vacation shall be subject to the prior approval of the Superintendent, which approval shall not be unreasonably withheld. In cases of such unforeseen emergencies, later verification may be required by the Superintendent.

9. All regular teachers formerly employed by the City of Peabody who left and have been reinstated as regular teachers shall receive credit for their sick leave for the total number of year of service.

10. There shall be established a cumulative Sick Leave Bank under the following conditions:

- a) Each employee who voluntarily chooses to participate in the sick leave bank may assign one day of his/her personal sick leave. Employees must decide whether or not they wish to participate in the bank within 30 days following employment or reemployment. Employees wishing to participate in the sick bank must have a minimum of 21 days of accumulated personal sick leave upon joining the bank.
- b) Upon the complete exhaustion of a member's accumulated sick leave and that member having suffered ten days of unpaid sick leave in each instance, the member becomes eligible to draw upon the Sick Leave Bank, and he shall receive retroactive pay to the first day of exhaustion of her personal sick leave. Each member will be entitled to draw a maximum of 120 days from the bank after meeting the above provisions.
- c) Any such employee absent pursuant to Article V, Section C shall be entitled to draw upon the Sick Leave Bank immediately following the exhaustion of his personal sick leave.
- d) Whenever the Bank falls below 100 days the Superintendent shall notify all members of the Bank in writing that those not wishing to remain in the bank must notify the Superintendent within fifteen days of their intention to withdraw. Failure to notify the Superintendent will constitute approval for the assignment of one additional day from personal sick leave to the Bank to continue membership.
- e) If an employee is drawing from the Bank at the time of a restocking of the Bank, that Employee will be entitled to continue to draw during that particular illness until he or she attains the maximum or returns to employment.
- f) Notwithstanding any of the above provisions, an individual member who has had a long term illness and as a result thereof at the time of restocking fails to qualify therefore, shall continue membership in said Bank. The Superintendent shall verify long term illness.

11. A teacher who opts for supplemental longevity payments as described in Article II, Section G2 shall have 60 days deducted from his/her sick leave accumulation in each of the three years of his/her participation in the program.

A teacher who opts for supplemental longevity payments as described in Article II, Section G 2a shall have 180 days deducted from his/her sick leave accumulation.

A teacher who opts for supplemental longevity payments as described in Article II, Section G 2b shall have 90 days deducted from his/her sick leave accumulation in each of the two years of his/her participation in the program.

A teacher must retain fifteen (15) days of sick leave at the end of his/her participation in the program.

C. Absence Due to Injury In Course of Employment

An employee who is absent because of a personal injury, assault, or battery arising out of and in the course of his employment may take such of his sick leave and Sick Leave Bank allowance, when added to the amount of any weekly Workers' Compensation disability allowance actually received will result in the payment to him of his full salary.

D. Sabbatical Leave

1. Professional personnel shall receive half pay for one (1) year of sabbatical leave for study or research following seven (7) years of service in the Peabody School Department. Professional personnel may be granted a half-year's salary for one-half year of sabbatical leave hereunder. Professional status, regular salary increments and status shall not be impaired. One teacher for each unit of 100 teachers (five teachers out of five hundred teachers) shall be eligible for sabbatical leave each year.
2. Such leaves shall be granted only to personnel who are on professional status in the Peabody School Department.
3. Applicants for sabbatical leave must submit a request prior to April 15th for leave beginning the following September. Applications and plans for a half-year sabbatical commencing in the middle of the school year must be submitted prior to October 15 preceding the commencement of such sabbatical.
4. Each application must include a proposed plan of study, travel, or research, a statement on the applicant's professional purpose and the expected value to the Peabody School Department.
5. Prior to the granting of such leave an applicant shall enter into a written agreement with the Peabody School Committee that upon termination of such leave he will return to service in the Peabody Public Schools for a period of two (2) years and that in default of completing such service he will refund to the City of Peabody an amount equal to the proportion of salary received by him while on leave, unless this failure is due to illness, disability or death.
6. Upon request of a teacher with fourteen (14) years of service in the Peabody School Department, leave of absence without pay for one school year shall be granted, with full reinstatement rights.

E. Funeral Leave

1. Five (5) days shall be allowed for death in the immediate family without any deduction for the regular sick leave allowance. Immediate family shall include parent, sister, brother, grandparent, spouse, child, grandchild, and parent of either spouse or person in the household for whom the teacher has primary responsibility. Two days shall be allowed without any deduction from regular sick leave allowance for the death of the aunt, uncle, niece or nephew of the teacher or teacher's spouse.

2. In the event of death of a teacher, the school of which the deceased was a staff member will remain closed during the funeral service.
3. If the deceased is a member of the immediate family of one of our staff, the principal or a teacher whom he selects, may represent each school, except the school involved, at the services if arrangements for the supervision of the pupils can be arranged.
4. The particular school in which the deceased is a member of the immediate family of a teacher in that building may send both the principal and a teacher to the services.
5. The President of the Peabody Federation of Teachers may attend such services as the official representative of that body.

F. Military Leave

Military leave of absence, without pay, may be granted to a permanent teacher 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.

G. Organized Reserves Forces

Every teacher who is a member of a reserve component of the Armed Forces of the United States shall be granted, in accordance with Section 59 of the General Laws, leave of absence, without loss of pay, during the time of his annual tour of duty as a member of such reserve component; provided, however, that such leave shall not exceed 17 days.

H. Maternity Leave

1. A teacher may use personal sick leave for up to eight weeks following the termination of a pregnancy. Such teacher may opt to take an unpaid leave for the remainder of the academic year in which the termination of pregnancy occurs.

A physician's certification of medical disability shall entitle the teacher to exceed the eight week limit. Within four weeks following the termination of pregnancy the teacher will notify the Superintendent of the intent to use the option of unpaid leave for the remainder of the academic year.

2. A teacher may elect in place of Section I a fully unpaid leave, to terminate the September immediately following the birth of the child or the following September. Such teacher shall give notice to the Superintendent one month prior to the beginning of the unpaid leave. A written notice of intent to return in September must normally be given prior to July 1, but in no event later than July 31 of such calendar year.
3. Teachers not on tenure shall be eligible for maternity leave of absence. It is understood that the school year (s) in which maternity leave of absence is used shall not be deemed to count toward the three-year probationary period except as may be required by law or except as the School Committee may permit in its discretion.

4. Any teacher suffering from a medically certified disability and is a member of the Sick Leave Bank is eligible for coverage under Article V, Section B.10.

I. Leave for Conferences, Conventions, etc.

1. With the approval of the Superintendent, official delegates of the Peabody Federation of Teachers shall be granted leave with pay to attend conventions of affiliated bodies, education conferences, or other functions, which contribute, to the advancement of educational welfare in the City of Peabody. All members of Unit A may be granted leave to attend conventions or conferences with expenses of up to \$200 at the discretion of the Superintendent (Subject to appropriation therefore).
2. Teaching personnel authorized to attend conventions, conferences, etc., on school time must file with the Superintendent a report on the particular function attended.
3. The report should include the nature of the event, a general appraisal of the program, and a statement of what benefit, if any, accrued to those attending.

J. Marital Leave

One (1) day of marital leave shall be granted for a bride or groom. Marital leave of absence, without pay, may be granted to teachers upon request up to a maximum of ten (10) school days.

K. Other Leave

1. One day shall be allowed for marriage in the immediate family. Immediate family consists of parent, sister, brother, grandparent, child or grandchild.
2. Jewish teachers shall be excused from 3 days of class sessions without loss of pay on Rosh Hashanah and Yom Kippur if necessary.
3. Absence from school without loss of pay on Orthodox Good Friday shall be granted to teachers of said faiths.
4. Members of the Hindu faith shall be excused from 1 day of class sessions on Diwali without loss of pay.
5. If a teacher is accepted in a summer school program and has the approval of the Superintendent to be released for attendance at such program prior to the closing of school (but not earlier than June 1) the teacher's pay for the remainder of the school year shall be reduced by the amount of any compensation or stipend he may receive from outside sources for attending the program.
6. Members of the bargaining unit shall be granted a leave of absence without pay for up to two (2) years to serve with the National Teacher Corps, Commonwealth Teacher Corps, or the Peace Corps.

7. Leaves of absence may be extended by the Committee.

L. Maintenance of Benefits

1. Each teacher granted leave with pay, shall upon his return, be entitled to claim service credit for seniority, longevity, retirement, appropriate placement on the schedule and increments due him in accordance with the length of his leave and shall be returned to the same or substantially similar position.
2. Any teacher placed on recall list, unpaid maternity leave, or leave under Article V, Section D. 6. shall upon his return be entitled to claim all previously accrued seniority, longevity, retirement, appropriate placement on the schedule and increments due him in accordance with the length of his leave and shall be returned to the same or substantially similar position.

Article VI

SUPPLEMENTAL BENEFITS

A. Health Insurance

1. Effective July 1, 2016 through at least June 30, 2019, the parties agree to incorporate the Section 19 Agreement on Health Insurance between the City of Peabody and the Public Employee Committee and attached hereto as Appendix D.
2. The Employer, to the extent permitted by law, shall institute a pre-tax cafeteria plan in accordance with Section 125 of the Internal Revenue Code in order that the contribution to the health insurance premium cost by the employee will receive pre-tax treatment in accordance therewith.

B. Life Insurance

The City of Peabody shall provide one-half the cost of a \$5000 life insurance policy as adopted by the City under Chapter 32B of the General Laws of the Commonwealth.

C. Additional Insurance

The City of Peabody shall allow personnel to purchase additional insurance under the terms of Chapter 32B of the General Laws of the Commonwealth.

D. Pension

The parties agree that all provision of the Massachusetts Teachers Retirement Plan shall be made a part of this agreement.

E. Tax Free Annuity

The Committee agrees that it is desirable to allow teachers to take advantage of the federal law concerning tax free annuities and shall take such steps as are necessary to implement a tax free annuity program. The company or companies providing the coverage shall be mutually agreed upon by the parties.

F. Workmen's Compensation

Teachers are covered by the provisions of the Massachusetts Workmen's Compensation Act, General Laws of the Commonwealth.

G. Disability Insurance

The Committee will investigate the feasibility of monthly deductions of group disability insurance premiums.

H. Mileage Allowance

Effective on ratification of this Agreement, the Committee shall reimburse persons covered by this Agreement at the current IRS rate for travel in personal cars between schools during the school day.

Article VII

GRIEVANCE PROCEDURE AND ARBITRATION

A. Definition

1. A “**grievance**” shall mean a complaint by an employee or the Federation that there has been a violation, misinterpretation, or inequitable 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 grievance under the following procedure, acting in the place of the employee.
4. Failure by the municipal employer or his agent at any level of the Grievance Procedure to communicate an answer to the grievance within the specified time limits shall permit the employee or the Federation to proceed to the next level.

B. Adjustment of Grievance

1. Level 1 – The Principal

- a) An employee may represent a grievance to the Principal of the school within fifteen (15) school days following the act or condition, which is the basis of the complaint.
- 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 he must be present. Whenever a grievance is presented to the Principal by the teacher personally, the Principal shall give the Federation representative the opportunity to be present and state the views of the Federation.
- c) The Principal of the school shall communicate his decision to the aggrieved Federation Employee and to the Federation representative who participated within five school days after receiving the complaint.

2. Level 2 – Superintendent’s Designee

- a) If the grievance is not satisfactorily adjusted, the aggrieved employee may appeal it within five school days to the Superintendent’s designee for a satisfactory adjustment. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based.
- b) The Assistant Superintendent shall meet and confer with the aggrieved employee. The aggrieved employee and his representative, if any, shall be given at least two schooldays notice of the conference and an opportunity to participate.
- c) The employee shall be present at the conference, except that he need not attend where it is mutually agreed that no facts are in dispute and that the sole question is one of interpretation of a provision of this agreement, or of what is established policy or practice.
- d) Notice of the conference shall also be given to the Principal of the school who rendered the decision at Step 1. The Principal of the school may be present to state his or her views.
- e) Where the employee is not represented by the Federation at this step, the Assistant Superintendent shall furnish the Federation with a copy of the
- f) appeal from Step 1, together with notice of the date of the conference. In such cases the Federation may be present and state its views.

- g) The Assistant Superintendent shall communicate his decision in writing, together with the supporting reasons, to the aggrieved employee, to the Federation representatives who participated, and to the Principal of the school who rendered the decision at Step 1 within ten school days after receiving the appeal.

3. Level 3– Superintendent of Schools

- a) If the grievance is not resolved at Step 2, the aggrieved employee may appeal from the decision at Step 2 to the Superintendent of Schools within ten school days after the decision of the Assistant Superintendent 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 decision at Step 2.
- b) The Superintendent of Schools, or his designated representative, shall meet and confer with the aggrieved employee with a view to arriving at a mutually satisfactory resolution of the complaint. The aggrieved employee and the appropriate Federation representative shall be given at least two school day's 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 and to the Assistant Superintendent of Schools who may be present at the conference to state their views.
- d) When the employee is not represented by the Federation at this step, the Superintendent of Schools shall furnish the Federation with a copy of the appeal from Step 2 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 his decision in writing, together with the supporting reasons, to the aggrieved employee, and to the Federation representatives who participated in this step, within ten school days after receiving the appeal.
- f) The principal of the school, and the Assistant Superintendent shall also receive a copy of any decision at this step.

4. Level 4– School Committee

- a) If the grievance is not resolved at Level 3, the aggrieved employee may appeal from the decision at Level 3 to the School Committee within ten 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 3.

- b) The School Committee shall meet with the aggrieved teacher with a view to attaining mutual resolution of the complaint. The aggrieved employee, and the appropriate Federation representative, shall be given at least two school days notice of the conference and opportunity to be heard.
- c) Notice of the conference shall also be given to the Superintendent, Assistant Superintendent, principal, or any other appropriate superior. The above-named parties may be present at the conference and state their views.
- d) When the employee is not represented by the Federation at this level, the School Committee shall furnish the Federation with a copy of the appeal from Level 3 together with notice of the date of the conference. In such cases, the Federation may be present and state its views.
- e) The School Committee shall communicate its decision in writing, together with supporting reasons, to the aggrieved employee and to any Federation representatives who participated at this level within ten school days after receiving the appeal.

5. 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 he has been improperly denied an increment, or that his salary has been miscalculated, or that the person's absence deduction was improperly calculated shall be filed directly with the First Assistant Superintendent and shall next be appealed to the Superintendent of Schools. In such cases, the provision of the general procedures relating to Step 2 shall apply to the presentation and adjustment of the grievance at the level of the First Assistant Superintendent except that:
 - 1) the grievance shall be filed within 15 school days following knowledge by the grievant of the act or condition which is the basis of the complaint, unless the grievance has a valid excuse for later filing.
 - 2) the employee need not be present at the conference.

The provisions of the general procedures relating to levels 3 and 4 shall apply to any appeal to the Superintendent of Schools or the School Committee from the decision of the First Assistant Superintendent of Schools.

6. Time Limits

The time limits in this Article may be extended by mutual agreement.

C. Arbitration

1. A grievance dispute which was not resolved at the level of the School Committee, under the grievance procedure may be submitted by the Federation to arbitration. The proceeding may be submitted by the Federation to arbitration. The proceeding may be initiated by written notice to the School Committee and the American Arbitration Association postmarked within ten (10) school days after receipt of the decision of the School Committee at Level 4.
2. The Arbitrator shall issue his decision not later than 30 days from the date of the close of the hearings 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 his 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.
3. 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 which is substantially similar to a grievance denied by the decision of an arbitrator.

Article VIII

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 union without regard to race, color, creed, national origin, sex 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 person on the basis of race, creed, color, national origin, sex, marital status or participation in or association with the activities of any employee organization.

B. Dues Check-off

The Federation may secure authorizations for payroll deductions for Federation dues. Such authorizations may be revocable as provided by law. The Committee will request the Treasurer of the City of Peabody to submit such sums in total to the Union Treasurer no later than ten (10) days after the deduction has been made.

Any teacher desiring to have the Committee discontinue deductions that he has previously authorized must provide written notice to the Committee.

The Federation shall be notified of any teacher withdrawing or dropped from the payroll deductions.

C. Allowed Time for Federation Negotiations

1. The principal shall recognize the Federation building representative as the official representative of the Federation in the school.
2. The principal shall meet at least monthly with School Federation Committee, if requested by the Federation representative, to consult on local school problems and policies as they relate to established Committee policies and procedures and this agreement. The principal may also request a meeting with the Federation representative pursuant to this provision at a mutually convenient time. No other committee shall exist for this purpose.
3. The discussion of other matters, as agreed upon for discussion by the principal and the School Federation Committee, is not precluded by the above. However, the principal and the School Federation Committee do not have the authority to reach any decision which changes this agreement or any established School Committee policy or procedure.
4. A committee of Federation representatives shall meet at least once a month with the Superintendent of Schools for consultation on matters of educational program and curriculum during the school year. A prospective change in grouping levels or on imminent mass transfer of pupils and/or teachers shall be an appropriate item for discussion in terms of the procedure to be utilized. Both parties shall submit items for the Agenda. There shall be mutual effort to make these sessions meaningful and advantageous to the school system. Federation representatives shall be excused from teaching duty for this purpose when held during school hours.
5. Members of the Federation Negotiating Committee shall, upon arrangement, be excused from duty with pay with provision made for substitute relief for the purpose of time spent on negotiations.
6. Effective for the 2013-2014 school year, the President of the Federation shall be allowed three (3) administrative periods per week to work on contract implementation. Effective for the 2014-2015 school year, the President shall be allowed four (4) administrative periods per week to work on contract implementation. Additional administrative time may be arranged in an accommodation basis with the principal.

D. Distribution of Materials

The Federation shall have the right to place material in the mail boxes of teachers and other professional employees.

E. Bulletin Boards

The Federation shall be provided a bulletin board or boards in each school and other work location for the posting of notices and other materials. The bulletin board shall be identified with the name of the Federation and the authorized representative of the Federation or his designee shall have the responsibility for posting materials on the bulletin board.

F. School Meetings

The authorized representative of the Federation shall have the right to schedule Federation meetings in the building before or after regular class hours and during lunch time of the employees involved.

G. Grievance Time for Building Representatives

The Federation Building Representative in each house at the high school, the vocational high school and the middle school shall be allowed one (1) administrative period per week for conferring with teachers on grievances or associated matters.

H. No Federation Activity on School Time

Except as provided herein the Federation agrees that no teacher will engage in Federation activity during the time he is assigned to teaching or other duties.

I. Protection of Individual and Group Rights

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 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. Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with his immediate superior or processing a grievance on his own behalf in accordance with the Grievance Procedure, heretofore set forth in Article VII.

J. Information

1. The Committee shall make available to the Federation upon its reasonable request any and all available information, statistics, and records relevant to negotiations, or necessary for the proper enforcement of the terms of this agreement.
2. The Committee shall permit one or more designated regular staff members of the Federation or off duty teacher representatives of the Federation to visit the schools to investigate working conditions, teacher complaints or problems, or for any other purpose relating to the terms and conditions of this agreement, provided always that there shall be no interference with school functioning.

3. A copy of the full agenda of all School Committee meetings, as such agenda is made available to the press shall be made available to the Federation President at least twenty-four (24) hours prior to such meetings. The Federation President shall be advised as soon as possible of all special meetings of the School Committee.
4. A copy of the minutes of all open-session School Committee meetings shall be made available to the Federation President.
5. A copy of the School Committee's public payroll records showing individual payroll deductions for Federation dues shall be sent monthly to the Federation Treasurer.

K. 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 including without limitation all applicable tenure, pension or education laws and regulations.

L. Agency Service Fee

Persons covered by this agreement who are not Federation members shall be required, as condition of employment, to pay to the Federation an agency service fee proportionately commensurate with the cost of collective bargaining and contract administration, in no event to exceed Federation dues less the cost of Federation-sponsored insurance. The Federation agrees to indemnify the School Committee for any financial liability which it may incur in complying with this Section.

Article IX

HANDLING OF NEW ISSUES

Matters of collective bargaining import not covered by this agreement, may, during the life of the agreement, be handled in the following manner:

By the Committee:

Except as any change may be commanded by law the Committee will continue its Policy's as outlined herein, with respect to matters not covered by this agreement which are proper subjects for collective bargaining the Committee agrees it will make no changes without prior consultation and negotiation with the Federation.

By the Federation:

In any matter not covered in this agreement which is a proper subject for collective bargaining the Federation may raise issue with Committee for consultation and negotiation; except that the Federation shall not renew or seek to renew any question introduced, debated, and settled, either negatively or affirmatively, during the bargaining prior to final settlement.

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

Article X

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.
- 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 XI

RESOLUTION OF DIFFERENCE BY PEACEFUL MEANS

The Federation and the Committee agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Federation, in consideration of the value of this Agreement and its terms and conditions and the Legislation which engendered it, will not engage in, instigate, or condone any strike, work stoppage or any concerted refusal to perform normal work duties on the part of any employee covered by this Agreement.

Article XII

PRINTING OF AGREEMENT

The School Committee agrees to pay the costs of printing this Agreement in booklet form and to distribute copies of this Agreement to each teacher presently employed by the Committee and to each new teacher hired by the Committee. The Agreement shall be printed within thirty (30) days of its execution between the parties.

Article XIII

COMMITTEE RIGHTS

Except as specifically limited by this Agreement the Committee reserves and retains all the authority, power and rights provided to it by law.

Article XIV

DURATION

This Agreement and each of its provisions shall be in effect as of September 1, 2018 except as otherwise provided in this contract, and shall continue in force and effect until August 31, 2021.

Negotiations for a succeeding Agreement for all items shall commence on or before October 1, 2020.

This Agreement entered into this 4th day of September 2018

PEABODY SCHOOL COMMITTEE



EDWARD A. BETTENCOURT, JR.
CHAIRMAN

PEABODY FEDERATION OF
TEACHERS, LOCAL 1289
AFT, AFL-CIO



BRUCE NELSON
PRESIDENT

APPENDIX A

PEABODY SALARY SCHEDULE - TEACHERS

2018-2019

2%

STEP	B	B+15	M	M+15	M+30	M+45	M60	2M/CAGS	DOC
1	45,595.43	47,345.27	49,092.36	50,829.75	52,575.45	54,329.43			56,082.05
2	47,634.14	49,381.24	51,126.91	52,876.76	54,634.89	56,375.07			58,124.91
3	49,970.03	51,859.47	53,891.28	55,547.15	57,683.99	59,570.67			61,460.11
4	51,859.47	53,747.54	55,643.88	57,527.80	59,425.54	61,319.14			63,216.86
5	53,747.54	55,643.88	57,527.80	59,425.54	61,319.14	63,216.86			65,103.54
6	56,740.29	58,661.32	60,596.46	62,524.54	64,462.54	64,462.49	68,327.11	69,031.83	69,736.53
7	58,661.32	60,596.46	62,527.36	64,462.49	66,386.33	68,327.11	70,241.11	70,945.80	71,650.51
8	60,448.47	62,385.02	64,311.67	66,262.31	68,163.62	70,101.57	72,029.89	72,731.54	73,436.25
9	62,702.13	64,606.25	66,537.16	68,466.64	70,391.90	72,334.09	74,243.84	74,948.55	75,653.27
10	65,349.01	67,582.95	69,210.81	71,124.79	73,065.57	74,992.25	76,920.32	77,625.03	78,329.74
11	66,430.03	68,663.96	72,491.93	74,303.03	76,243.81	78,328.32	80,870.93	81,575.63	82,280.34
12	69,847.88	72,083.21	74,164.91	76,104.28	78,045.03	80,130.98	82,673.57	83,378.28	84,082.99
13			78,339.23	80,297.46	82,257.11	84,361.94	86,929.27	88,352.41	89,775.53

PEABODY SALARY SCHEDULE - TEACHERS

2019-2020

2%

STEP	B	B+15	M	M+15	M+30	M+45	M60	2M/CAGS	DOC
1	46,507.34	48,292.17	50,074.20	51,846.35	53,626.96	55,416.02			57,203.69
2	48,586.83	50,368.86	52,149.45	53,934.29	55,727.59	57,502.58			59,287.41
3	50,969.44	52,896.66	54,969.11	56,658.09	58,837.67	60,762.09			62,689.31
4	52,896.66	54,822.49	56,756.75	58,678.35	60,614.05	62,545.52			64,481.19
5	54,822.49	56,756.75	58,678.35	60,614.05	62,545.52	64,481.19			66,405.61
6	57,875.10	59,834.55	61,808.38	63,775.03	65,751.79	65,751.74	69,693.65	70,412.46	71,131.26
7	59,834.55	61,808.38	63,777.90	65,751.74	67,714.06	69,693.65	71,645.93	72,364.72	73,083.52
8	61,657.44	63,632.72	65,597.91	67,587.56	69,526.89	71,503.60	73,470.49	74,186.17	74,904.97
9	63,956.18	65,898.37	67,867.90	69,835.98	71,799.74	73,780.77	75,728.72	76,447.52	77,166.33
10	66,655.99	68,934.60	70,595.03	72,547.29	74,526.88	76,492.09	78,458.73	79,177.53	79,896.33
11	67,758.63	70,037.24	73,941.77	75,789.09	77,768.68	79,894.89	82,488.35	83,207.14	83,925.95
12	71,244.83	73,524.87	75,648.21	77,626.37	79,605.94	81,733.60	84,327.04	85,045.84	85,764.65
13			79,906.02	81,903.41	83,902.26	86,049.17	88,667.85	90,119.46	91,571.05

PEABODY SALARY SCHEDULE-TEACHERS

2020-2021

2%

STEP	B	B+15	M	M+15	M+30	M+45	M60	2M/CAGS	DOC
1	47,437.48	49,258.02	51,075.69	52,883.27	54,699.50	56,524.34			58,347.76
2	49,558.56	51,376.24	53,192.44	55,012.98	56,842.14	58,652.63			60,473.16
3	51,988.82	53,954.60	56,068.49	57,791.25	60,014.42	61,977.33			63,943.10
4	53,954.60	55,918.94	57,891.89	59,851.92	61,826.33	63,796.43			65,770.82
5	55,918.94	57,891.89	59,851.92	61,826.33	63,796.43	65,770.82			67,733.72
6	59,032.60	61,031.24	63,044.55	65,050.53	67,066.83	67,066.78	71,087.52	71,820.71	72,553.89
7	61,031.24	63,044.55	65,053.46	67,066.78	69,068.34	71,087.52	73,078.85	73,812.01	74,545.19
8	62,890.59	64,905.37	66,909.86	68,939.31	70,917.43	72,933.67	74,939.90	75,669.89	76,403.07
9	65,235.30	67,216.34	69,225.26	71,232.70	73,235.74	75,256.38	77,243.29	77,976.47	78,709.66
10	67,989.11	70,313.30	72,006.93	73,998.24	76,017.42	78,021.93	80,027.90	80,761.08	81,494.26
11	69,113.80	71,437.99	75,420.60	77,304.87	79,324.06	81,492.78	84,138.12	84,871.29	85,604.47
12	72,669.73	74,995.37	77,161.18	79,178.89	81,198.05	83,368.27	86,013.58	86,746.76	87,479.94
13			81,504.14	83,541.48	85,580.30	87,770.16	90,441.21	91,921.85	93,402.47

APPENDIX B

EXTRA CURRICULAR SCHEDULE

After two (2) years of viability, "Start-up" clubs shall be added to the list of Extracurricular Activities and the stipend shall increase to \$650.00. Any clubs or activities that do not run for two (2) consecutive years shall be deleted from the list.

PEABODY VETERANS MEMORIAL HIGH SCHOOL

NAME OF CLUB	STIPEND
ART CLUB	\$650.00
BAND COUNCIL	\$650.00
BAND DIRECTOR	\$2,100.00
BEST BUDDIES	\$650.00
CHEERLEADERS:	\$650.00
BASKETBALL	\$650.00
FOOTBALL	\$650.00
HOCKEY	\$650.00
CHESS CLUB	\$700.00
CHORAL DIRECTOR	\$2,100.00
COLOR GUARD	\$1,100.00
COMPUTER/ROBOTICS CLUB	\$900.00
CONTEMPORARY A CAPPELLA ENSEMBLE	\$1,100.00
DANCE TEAM	
Fall	\$850.00
Winter	\$850.00
Spring	\$850.00
DECA	\$950.00
DIRECTOR OF PLAYS FESTIVAL	\$1,600.00
DIRECTOR OF PLAYS MUSICAL	\$2,600.00
DIRECTOR OF SHOW (FALL)	\$2,100.00
DIRECTOR OF SHOW (SPRING)	\$2,100.00
DRAMA	\$1,500.00
FRESHMAN ADVISOR	\$1,100.00
JAZZ BAND DIRECTOR	\$1,100.00
JUNIOR CLASS ADVISOR	\$1,600.00
MCAS COMPETENCY LIASON	\$2,600.00
MEDIA COMMUNICATIONS	\$700.00
META (Year Book)	\$1,700.00
MOCK TRIAL CLUB	\$650.00
MUSIC GUILD	\$650.00
MUSICAL CHOREOGRAPHER	\$850.00
NATIONAL HONOR SOCIETY	\$1,300.00
NATIONAL TECHNICAL HONOR SOCIETY	\$650.00
NEWSPAPER/OBSERVER	\$1,000.00

PEABODY POETRY COLLABORATIVE	\$650.00
PEER MEDIATION	\$1,200.00
SPIRIT COMMITTEE	\$650.00
PHOTOGRAPHY CLUB	\$650.00
KEYS TO SUCCESS	\$950.00
SCHOOL NEWSPAPER	\$1,050.00
SCIENCE CLUB	\$650.00
SCIENCE FAIR	\$1,200.00
SENIOR CLASS ADVISOR	\$1,900.00
SKI CLUB	\$750.00
SMALL ENSEMBLE	\$650.00
SOPHOMORE CLASS ADVISOR	\$1,100.00
STAGE ONE	\$1,050.00
START UP CLUB (max of 4 per year)	\$650.00
STUDENT COUNCIL	\$1,300.00
STUDENT GOVERNMENT DAY	\$1,000.00
TECHNICAL DIRECTOR:	
Fall Show	\$650.00
Spring Show	\$650.00
WEBPAGE DESIGN CLUB	\$900.00
PANS COORDINATOR	\$20,100.00
AP EXAM COORDINATOR	\$3,000.00
TECHNOLOGY RESOURCE COORDINATOR	\$2,600.00
PANS INSTRUCTOR (2)	\$15,200.00
LEGACY CLUB	\$650.00
NATIONAL TECHNICAL HONOR SOCIETY (VOKE/CTE)	\$650.00
COMMUNITY SERVICE CLUB	\$650.00
TABLE TOP GAMING CLUB	\$650.00
TRANSITIONAL PARTNERS CLUB	\$650.00
LGBTQ CLUB	\$650.00
INTERNATIONAL CLUB	\$1,100.00
MATH TEAM	\$850.00

PEABODY VOCATIONAL CTE HIGH SCHOOL

2 ACTIVITIES	\$650.00
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HIGGINS MIDDLE SCHOOL

NAME OF CLUB	STIPEND
ARTS & CRAFT CLUB	\$ 650.00
CHEERLEADING	\$ 650.00
CHESS CLUB	\$ 650.00
FOREIGN LANGUAGE CLUB	\$ 650.00
GUIDANCE CLUB	\$650.00
HOMEWORK CLUB GRADE 6	\$1,450.00
HOMEWORK CLUB GRADE 7	\$1450.00
HOMEWORK CLUB GRADE 8	\$1450.00
ENVIRONMENTAL CLUB	\$650.00
INTRAMURAL SPORTS	\$700.00
JAZZ BAND	\$750.00
LEADERS CLUB	\$650.00
LITERACY CLUB	\$650.00
MATH TEAM	\$800.00
MUSIC BAND	\$800.00
MUSIC CHORUS GRADE 6	\$650.00
MUSIC CHORUS GRADE 7	\$650.00
MUSIC CHORUS GRADE 8	\$650.00
MUSIC CLUB	\$650.00
NATIONAL JUNIOR HONOR SOCIETY	\$800.00
NEWSPAPER	\$900.00
PEER MEDIATION	\$650.00
SELECT CHORUS	\$700.00
SHOW/MUSICAL DIRECTOR	\$850.00
SPORTS CLUB	\$650.00
START UP CLUB (max of 4 per year)	\$650.00
STUDENT COUNCIL	\$1,150.00
TWO HOUR DETENTION	\$1,150.00
YEARBOOK	\$1,100.00
MCAS AFTER SCHOOL SUPPORT (4)	\$1,740.00

ELEMENTARY SCHOOLS

NAME OF ACTIVITY	STIPEND
AT LEAST 3 ATHLETIC ACTIVITIES	\$650.00
AT LEAST 3 NON-ATHLETIC ACTIVITIES	\$650.00
ELEMENTARY CHORUS	\$650.00
GRADE 5 ALL CITY CHORUS	\$700.00
GRADE 5 ALL CITY HONOR BAND	\$700.00
ELL BEFORE SCHOOL PROGRAM	\$1,800.00

DISTRICT

NAME OF ACTIVITY	STIPEND
ALTERNATIVE EDUCATION ADVISORY MEMBER	\$ 650.00
CURRICULUM WRITING COMMITTEE	\$ 700.00
KINDERGARTEN CURRICULUM COMMITTEE MEMBER	\$ 700.00
LEADER	\$1,100.00
MUSICAL PIT (INSTRUMENTALIST)	\$ 650.00
PERFORMANCE ACCOMPANIST	\$ 650.00
READINESS/TRANSITION COMMITTEE (PK-3) MEMBER	\$ 700.00
LEADER	\$1,100.00
SECOND STEP LEAD TEACHER	\$ 900.00
SECOND STEP LEAD TEACHER COORDINATOR	\$1,100.00
SLC GRANT DIRECT.	\$7,600.00
SLC TEAM COORDINATOR (PMVHS)	\$1,100.00
TEACHER MENTOR COORDINATOR	\$3,100.00
DISTRICT BOKS COORDINATOR	\$4,200.00
ART TEACHERS FOR CITY WIDE SHOWS	\$650.00

APPENDIX C
SUBSTITUTE TEACHERS PAY

Per-Diem Substitutes

Per-diem (daily) substitutes shall be compensated in accordance with their qualifications at the following levels:

Three years of college	\$75.00 per day
Bachelor's degree or valid Massachusetts teaching certification	
Step 1 (first 90 days)	\$75.00 per day
Step 2 (91+days)	\$85.00 per day
Step 3 (101+ days)	\$95.00 per day
Retired Peabody Public Schools Teacher	\$100.00 per day

Long Term Substitutes

A long term substitute initially shall be compensated at the appropriate per diem rate. After 20 days in the same assignment, the LTS is placed on the appropriate step/column on the Unit A Salary Schedule and shall be compensated in accordance with the collective bargaining agreement.

Upon completion of the long-term assignment, the substitute teacher returns to the per-diem pools at the appropriate step.

Permanent Substitutes

In accordance with Article II.D, Permanent Substitutes shall be compensated according to the regular salary schedule.

APPENDIX D
PERFORMANCE EVALUATION DOCUMENT

PEABODY PUBLIC SCHOOLS

PERFORMANCE EVALUATION

TIMELINE

During the August Professional Development, a portion of a day will be set aside for all educators to review the Performance Evaluation process as we begin the new school year.

SEPTEMBER 21, 2018

Each Educator will be notified of his/her Primary Evaluator and Supervising Evaluator no later than September 21, 2018.

OCTOBER 2, 2018

Educators shall submit a Self-Assessment to his/her Supervising Evaluator.

OCTOBER 12, 2018

The Primary Evaluator/Supervising Evaluator shall schedule and conduct a final goal-setting and plan-development conference with all teachers under his/her supervision. If applicable, a Contributing Evaluator may be consulted regarding a subject-specific goal. **Educator goals and Educator plans shall be submitted on or before October 19, 2018.**

This timeline is a guide and subject to change; please refer to the Performance & Evaluation Agreement for a more in-depth explanation.

Educator evidence submitted to Primary/Supervising Evaluator for Formative Assessments: January 7, 2019

Educator evidence submitted to Primary/Supervising Evaluator for Formative Evaluations: April 5, 2019

FEBRUARY 1, 2019

FORMATIVE ASSESSMENT (DTPs, IP, DGP)

For educators on a one-year or shorter plan, 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, he/she shall complete a report and deliver it to the Educator no later than Friday, **February 1, 2019**. In all cases, the Supervising Evaluator shall notify the Educator in writing of the intended delivery date of a Formative Assessment report at least 15 school days before said date (**JANUARY 10**). Within 5 school days of receipt of the Formative Assessment, the Educator may request a personal conference with the Evaluator to discuss any issues of concern before the Assessment is finalized.

MAY 15 – JUNE 15, 2019

FORMATIVE EVALUATION (SDP1)

For Educators on a two-year Self-Directed Growth plan that begins 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 - June 15. On or before May 2, 2019, 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.

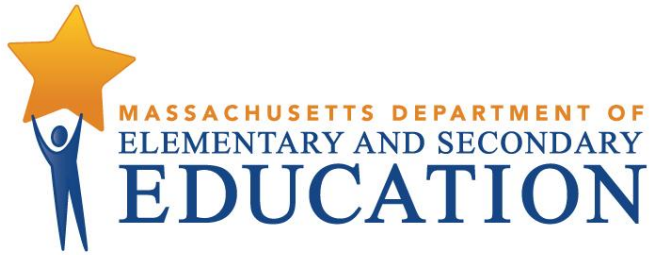
JUNE 3, 2019

SUMMATIVE EVALUATION

(DTPs, IP, DGP, SDP2)

For Educators on a one- or two-year Educator Plan that begins at the start of the school year, the Primary Evaluator shall complete a Summative Evaluation report and deliver it to the Educator by June 3, 2019. On or before May 10, 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.

2018 – 2019 ~ Unit A

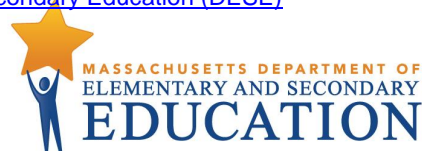


Massachusetts Model System for Educator Evaluation

CLASSROOM TEACHER RUBRIC

August 2018

75 Pleasant Street, Malden, MA02148-4906
Phone 781-338-3000 TTY: N.E.T. Relay 800-439-2370
[Massachusetts Department of Elementary and Secondary Education \(DESE\)](#)



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.

Structure of the Teacher 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 teacher rubric: *Curriculum and Planning*; *Assessment*; and *Analysis*. There are 17 Indicators in total for teachers.
- **Elements:** The elements are more specific descriptions of actions and behaviors related to each Indicator. The elements 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 performance in one of four categories: *Unsatisfactory*, *Needs Improvement*, *Proficient*, or *Exemplary*.

Use of the Teacher Rubric

This rubric describes teaching practice. It is intended to support the entire 5 step evaluation cycle for all teachers, including teachers of whole classrooms, small groups, individual students, or any combination of the above. The rubric is designed to be applicable to general education teachers from pre-K through Advanced Placement, as well as teachers with specialized classes or knowledge, including teachers of English Language Learners, and special education teachers; districts may also choose to use this rubric for educators in other roles such as specialists.

DESE encourages educators and evaluators to use the rubric strategically by discussing and agreeing upon certain Indicators and elements that may be high priorities according to that educator’s role and responsibilities as well as his/her professional practice and student learning needs. There are a variety of ways to emphasize these components throughout the evaluation cycle. For example, educators may focus more on high priority Indicators and/or elements during self-assessment, target them during goal setting or evidence collection, or all of the above. The expectation is that by the end of the evaluation cycle, educators and evaluators have gathered and shared a reasonable amount of evidence related to practice in all four Standards, sufficient to support a rating for each Standard. Evaluators may request additional evidence as needed.

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

STANDARD I: Curriculum, Planning, and Assessment

The teacher 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 & Planning

Knows the subject matter well, has a good grasp of child development and how students learn, and designs effective and rigorous standards-based units of instruction consisting of well-structured lessons with measurable outcomes.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary¹
I-A-1. Subject Matter Knowledge	Demonstrates limited knowledge of the subject matter and/or its pedagogy; relies heavily on textbooks or resources for development of the factual content. Rarely engages students in learning experiences focused on complex knowledge or subject-specific skills and vocabulary.	Demonstrates factual knowledge of subject matter and the pedagogy it requires by sometimes engaging students in learning experiences that enable them to acquire complex knowledge and subject-specific skills and vocabulary.	Demonstrates sound knowledge and understanding of the subject matter and the pedagogy it requires by consistently engaging students in learning experiences that enable them to acquire complex knowledge and subject-specific skills and vocabulary, such that they are able to make and assess evidence-based claims and arguments.	Demonstrates expertise in subject matter and the pedagogy it requires by consistently engaging all students in learning experiences that enable them to acquire, synthesize, and apply complex knowledge and subject-specific skills and vocabulary, such that they are able to make and assess evidence-based claims and arguments. Models this practice for others.

¹Exemplary practice in many elements includes the expectation that an educator model the practice for other educators. Modeling can occur in formal and informal ways, including but not limited to training, teaching, coaching, assisting, sharing, and/or demonstrating good practice. Where and when this expectation is appropriate, this level of expertise is denoted by “Models this practice for others.”

Indicator I-A. Curriculum & Planning

Knows the subject matter well, has a good grasp of child development and how students learn, and designs effective and rigorous standards-based units of instruction consisting of well-structured lessons with measurable outcomes.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary¹
I-A-2. Child and Adolescent Development	Demonstrates little or no knowledge of developmental levels of students in this grade or subject, or differences in how students learn. Typically develops one learning experience for all students that does not enable most students to meet the intended outcomes.	Demonstrates knowledge of developmental levels of students in this grade or subject, but does not identify developmental levels and ways of learning among the students in the class and/or develops learning experiences that enable some, but not all, students to exercise self-management, make responsible decisions, and move toward meeting intended outcomes.	Demonstrates knowledge of the developmental levels of students in this grade or subject and the different ways they learn by providing differentiated learning experiences that enable all students to exercise self-management, make responsible decisions, and progress toward meeting intended outcomes.	Demonstrates expert knowledge of the developmental levels of students in this grade or subject and uses this knowledge to differentiate and expand learning experiences that enable their own students to exercise self-management, make responsible decisions, and make significant progress toward meeting intended outcomes. Models this practice for others.
I-A-3. Well-Structured Units and Lessons	Delivers individual lessons rather than units of instruction; constructs units of instruction that are not aligned with state standards/ local curricula; and/or designs lessons that lack measurable outcomes, fail to include appropriate student engagement strategies, and/or include tasks that mostly rely on lower level thinking skills.	Implements lessons and units of instruction to address some knowledge and skills defined in state standards/local curricula with some elements of appropriate student engagement strategies, but some student outcomes are poorly defined and/or tasks are not challenging.	Adapts as needed and implements standards-based units comprised of well-structured lessons with challenging tasks and measurable outcomes; appropriate student engagement strategies, pacing, sequence, resources, and grouping; purposeful questioning; and strategic use of technology and digital media; such that students are able to learn the knowledge and skills defined in state standards/local curricula.	Adapts as needed and implements standards-based units comprised of well-structured lessons with challenging tasks and measurable outcomes; appropriate student engagement strategies, pacing, sequence, resources, and grouping; purposeful questioning; and strategic use of technology and digital media; such that all students are able to learn and apply in authentic contexts the knowledge and skills defined in state standards/local curricula. Models this practice for others.

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.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-B-1. Variety of Assessment Methods	Administers only the assessments required by the school and/or measures only point-in-time student achievement.	May administer some informal and/or formal assessments to measure student learning but rarely measures student progress toward achieving state/local standards.	Uses a variety of informal and formal assessments methods, including common interim assessments, to measure students' learning, growth, and progress toward achieving state/local standards.	Designs and administers a comprehensive system of informal and formal assessments, including common interim assessments and ongoing progress monitoring methods, to measure each student's learning, growth, and progress toward achieving state/local standards. Models this practice for others.
I-B-2. Adjustments to Practice	Makes few adjustments to practice based on formal and informal assessments.	May analyze some assessment results but only occasionally adjusts practice or modifies future instruction based on the findings.	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 differentiated interventions and enhancements for students.	Regularly organizes and analyzes results from a variety of assessments to determine progress toward intended outcomes and uses these findings to adjust practice in real-time and in upcoming lessons or units by (a) identifying and/or implementing appropriate differentiated interventions and enhancements for all students, and (b) making appropriate modifications to lessons and units. Models this practice for others.

Indicator I-C. Analysis

Analyzes data from assessments, draws conclusions, and shares them appropriately.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-C-1. Analysis and Conclusions	Does not draw conclusions from student data beyond completing minimal requirements such as grading for report cards.	Draws conclusions from a limited analysis of student data to inform student grading and promotion decisions.	Draws appropriate conclusions from a thorough analysis of a wide range of assessment data to inform instructional decisions and improve student learning.	Draws appropriate, actionable conclusions from a thorough analysis of a wide range of assessment data to inform short- and long-term instructional decisions that improve learning for all students. Models this practice for others.
I-C-2. Sharing Conclusions With Colleagues	Rarely shares with colleagues conclusions about student progress and/or rarely seeks feedback.	Only occasionally shares with colleagues conclusions about student progress and/or only occasionally seeks feedback from them about practices that will support improved student learning.	Regularly shares with appropriate colleagues (e.g., general education, special education, and English learner staff) conclusions about student progress and seeks feedback from them about instructional or assessment practices that will support improved student learning.	Proactively and regularly shares conclusions and insights about student progress with all appropriate colleagues. Seeks and applies feedback from them about instructional and assessment practices that will support improved student learning.
I-C-3. Sharing Conclusions With Students	Provides little or no feedback to students about their performance except through grades or report of task completion, or provides inappropriate feedback that does not support students to improve their performance.	Provides some feedback to students about performance beyond grades but rarely shares strategies or solicits feedback from students on how to improve their performance toward objectives.	Based on assessment data, provides descriptive feedback to students, engages them in constructive conversation, and seeks feedback that focuses on how students can improve their performance.	Establishes regular feedback loops with students that support constructive conversation about student performance, progress, and improvements based on assessment data. Models this practice for others.

STANDARD II: Teaching All Students

The teacher 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 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.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-A-1. Quality of Effort and Work	Establishes no or low expectations around quality of work and effort and/or offers few supports for students to produce quality work or effort.	May state high expectations for quality and effort, but provides few exemplars and rubrics, limited guided practice, and/or few other supports to help students know what is expected of them; may establish inappropriately low expectations for quality and effort.	Consistently defines high expectations for the quality of student work and the perseverance and effort required to produce it; often provides exemplars, rubrics, and guided practice.	Consistently demonstrates high expectations for the quality of student work and the perseverance and effort required to produce it; supports students to set high expectations for themselves and for each other to produce high-quality work. Models this practice for others.
II-A-2. Student Engagement	Uses instructional practices that leave most students uninvolved and/or passive participants in the content of the lesson.	Uses instructional practices that motivate and engage some students in the content of the lesson, but leave others uninvolved and/or passive participants.	Consistently uses instructional practices that are likely to motivate and engage most students in the content of the lesson.	Consistently uses instructional practices that motivate and engage all students in the content of the lesson and independent work. Models this practice for others.

STANDARD II: Teaching All Students

The teacher 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 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.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-A-3. Meeting Diverse Needs	Uses limited and/or inappropriate practices to accommodate differences.	May use some appropriate inclusive practices to accommodate differences, but fails to address an adequate range of differences.	Uses appropriate inclusive practices, such as tiered supports and scaffolded instruction, to accommodate differences in students' learning needs, abilities, interests, and levels of readiness, including those of academically advanced students, students with disabilities, and English learners.	Uses a variety of appropriate inclusive practices, such as tiered supports and scaffolded instruction, to address specific differences in individual students' learning needs, abilities, interests, and levels of readiness, creating structured opportunities for each student to meet or exceed state standards/local curriculum and behavioral expectations. Models this practice for others.

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.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
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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.

	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. Models this practice for others.
II-B-2. Collaborative Learning Environment	Makes little effort to teach relationship and communication skills or facilitate student work in groups, or such attempts are ineffective.	Teaches some relationship and communication skills by providing some opportunities for students to work in groups and facilitating meaningful discourse.	Develops students' relationship and communication skills by providing opportunities for students to learn in groups with diverse peers and facilitating meaningful academic discourse.	Develops and reinforces students' relationship and communication skills by providing opportunities for students to learn in groups with diverse peers and facilitating meaningful academic discourse, such that students regularly seek out their peers as resources. Models this practice for others.
II-B-3. Student Motivation	Directs all learning experiences, providing few, if any, opportunities for students to take academic risks or challenge themselves to learn.	Creates some learning experiences that guide students to identify needs, ask for support, problem-solve, and challenge themselves to take academic risks.	Regularly creates learning experiences that guide students to identify their strengths, interests, and needs; problem-solve; ask for support when appropriate; take academic risks; and challenge themselves to learn.	Consistently supports all students to identify strengths, interests, and needs; set and pursue learning goals; ask for support when appropriate; take academic risks; problem-solve; challenge themselves; and monitor their own progress. Models this practice for others.

Indicator II-C. Student Learning

Demonstrates expected impact on student learning based on multiple measures of student learning, growth, and achievement. For teachers who are responsible for direct instruction, these measures must include student progress on common assessments and, where available, statewide student growth measures.

The model rubrics describe *educator practice* and provide clear criteria across four performance levels that focus on the educator’s actions and behaviors.

The Student Learning Indicator is about the *impact of those actions relative to student learning*. Did students learn as much as educators set out to teach?

For teachers, evidence of impact on student learning based on multiple measures of student learning, growth, and achievement must be taken into account by the evaluator when determining a performance rating for Standard II. Because evaluators are not required to make a rating determination for any individual Indicator, this allows them to consider evidence of impact alongside evidence of practice when determining a rating for Standard II. **There are no associated elements or performance descriptors for the Student Learning Indicator.**

Evaluators and educators should identify the most appropriate assessments of student learning and anticipated student learning gains associated with those measures when developing the Educator Plan.

Indicator II-D. Cultural Proficiency

Actively creates and maintains an environment in which students’ diverse backgrounds, identities, strengths, and challenges are respected.

Unsatisfactory

Needs Improvement

Proficient

Exemplary

Indicator II-D. Cultural Proficiency

Actively creates and maintains an environment in which students’ diverse backgrounds, identities, strengths, and challenges are respected.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-D-1. Creates and Maintains a Respectful Environment	Establishes an environment in which students demonstrate limited respect for individual differences, and fails to identify and/or responds in inappropriate ways when conflicts arise.	Establishes an environment in which students generally demonstrate respect for individual differences; anticipates and responds appropriately to some conflicts or misunderstandings but ignores and/or minimizes others.	Establishes an environment in which students demonstrate respect for and affirm their own (self-awareness) and others’ (social awareness) differences related to background, identity, language, strengths, and challenges, and responds appropriately if/when conflicts or misunderstandings arise related to such differences.	Establishes an environment in which students respect and affirm their own (self-awareness) and others’ (social awareness) differences and are supported to share, explore, and initiate dialogue about differences and similarities related to background, identity, language, strengths, and challenges. Responds appropriately if/when conflicts or misunderstandings arise related to such differences. Models this practice for others.

Indicator II-E. Expectations

Plans and implements lessons that set clear and high expectations and also make knowledge accessible for all students.

Unsatisfactory	Needs Improvement	Proficient	Exemplary
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Indicator II-E. Expectations

Plans and implements lessons that set clear and high expectations and also make knowledge accessible for all students.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-E-1. High Expectations	Does not communicate specific academic and behavior expectations to students, and gives up on some students or communicates that some cannot master challenging material.	Occasionally communicates expectations for student work, effort, and behavior in the classroom, but inconsistently enforces these expectations and/or does little to counteract student misconceptions about innate ability.	Clearly communicates high standards for student work, effort, and behavior, and consistently reinforces the expectation that all students can meet these standards-through effective effort, rather than innate ability.	Effectively communicates high standards for student work, effort, and behavior such that students take ownership of meeting them; models and reinforces ways that students can master challenging material through effective effort, and successfully challenges misconceptions about innate ability. Models this practice for others.
II-E-2. Access to Knowledge	Rarely adapts instruction, materials, and assessments to make challenging material accessible to all students.	Occasionally adapts instruction, materials, and assessments to make challenging material accessible to all students.	Consistently adapts instruction, materials, and assessments to make challenging material accessible to all students, including English learners and students with disabilities.	Individually and with colleagues, consistently adapts instruction, materials, and assessments to make challenging material accessible to all students, including English learners and students with disabilities; models approaches that lead students to access knowledge on their own as well. Models this practice for others.

STANDARD III: Family and Community Engagement

The teacher 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.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-A-1. 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 culturally responsive practices and communication strategies to support every family to participate actively and appropriately in the classroom and/or school community.	Engages all families using a variety of culturally responsive practices and communication strategies that result in increased and/or more meaningful participation in the classroom and/or school community. Models this practice for others.

Indicator III-B. Collaboration

Collaborates with families to create and implement strategies for supporting student learning and development both at home and at school.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-B-1. Learning Expectations	Does not inform families about learning or behavior expectations.	Sends home only a list of classroom rules and the learning outline or syllabus for the year.	Consistently provides families with clear, user-friendly expectations for student learning and behavior.	Successfully communicates to families student learning and behavior expectations and their purposes, such that they can be readily reinforced at home. Models this practice for others.

Indicator III-B. Collaboration

Collaborates with families to create and implement strategies for supporting student learning and development both at home and at school.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-B-2. Curriculum Support	Rarely, if ever, communicates with families on ways to support children at home or at school.	Sends home occasional suggestions on how families can support children at home or at school.	Regularly updates families on curriculum throughout the year and suggests strategies for supporting learning at school and home, including appropriate adaptation for students with disabilities or limited English proficiency.	Regularly updates families on curriculum throughout the year, and prompts most families to use one or more suggested strategies for supporting learning at school and home. Consistently seeks out feedback and evidence of impact. Models this practice for others.

Indicator III-C. Communication

Engages in regular, two-way, and culturally proficient communication with families about student learning and performance.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-C-1. Culturally Proficient Communication	Communicates with or responds to families only through report cards, and/or communicates with families inappropriately or disrespectfully; makes no effort to understand different home languages, cultures, and values.	Relies primarily on newsletters and other one-way media to communicate with families; usually responds promptly and respectfully to communications from families, but demonstrates inconsistent or little understanding of different home languages, cultures, and values.	Regularly communicates with families about student learning and performance, and invites and responds promptly to communications from families while demonstrating understanding of and respect for different home languages, cultures, and values.	Regularly uses a two-way system that supports frequent, proactive, and personalized communication with families about student learning and performance, while demonstrating understanding of and appreciation for different families' home language, culture, and values. Models this practice for others.

STANDARD IV: Professional Culture

The teacher 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.

	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 lessons/ units and interactions with students by oneself, but not with colleagues, and/or rarely uses insights to improve practice.	Regularly reflects on the effectiveness of lessons, units, and interactions with students, both individually and with colleagues, and uses insights gained to improve practice and student learning.	Regularly reflects on the effectiveness of lessons, units, and interactions with students, both individually and with colleagues; uses and shares back with colleagues insights gained to improve practice and student learning.
IV-A-2. Goal Setting	Generally, participates passively in the goal-setting process and/or proposes goals that are vague or easy to reach.	Proposes goals that are sometimes vague or easy to achieve and/or bases goals on a limited self-assessment and analysis of student learning data.	Proposes and monitors challenging, measurable professional practice and student learning goals that are based on thorough self-assessment and analysis of student learning data.	Individually and with colleagues proposes and monitors challenging, measurable goals that are based on thorough self-assessment and analysis of student learning data, and that elevate educator practice as well as student learning. Models this practice for others.

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.

	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 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 instructional and leadership responsibilities.	Consistently seeks out and applies, when appropriate, ideas for improving practice from supervisors, colleagues, professional development activities, and other resources in a way that builds expertise of self and other educators, and improves student learning; assumes different instructional and leadership responsibilities.

Indicator IV-C. Collaboration

Collaborates effectively with colleagues on a wide range of tasks.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-C-1. Professional Collaboration	Rarely and/or ineffectively collaborates with colleagues; conversations often lack focus on improving student learning.	Does not consistently collaborate with colleagues in ways that support productive team effort.	Consistently and effectively collaborates with colleagues on a wide range of tasks such as implementing standards-based units and well-structured lessons, examining student work, analyzing student performance, and planning appropriate interventions.	Effectively leads peer collaboration in areas such as implementing standards-based units and well-structured lessons, examining student work, analyzing student performance, and planning appropriate intervention.

Indicator IV-D. Decision-Making

Becomes involved in schoolwide decision making, and takes an active role in school improvement planning.

	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.	Consistently contributes relevant ideas and expertise to planning and decision making at the school, department, and/or grade level that are critical to school improvement efforts.

Indicator IV-E. Shared Responsibility

Shares responsibility for the performance of all students within the school.

	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, within and beyond the classroom.

Indicator IV-F. Professional Responsibilities

Is ethical and reliable, and meets routine responsibilities consistently.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
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Indicator IV-F. Professional Responsibilities

Is ethical and reliable, and meets routine responsibilities consistently.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-F-1. Judgment	Demonstrates poor professional judgment, fails to adhere to the school or district code of ethics, and/or discloses confidential student information inappropriately.	Sometimes demonstrates questionable professional judgment or insufficient knowledge of the school or district’s existing code of ethics, and/or inadvertently shares confidential information.	Demonstrates sound, professional judgment, adheres to the school or district’s existing code of ethics, and protects student confidentiality appropriately.	Models sound, professional judgment, adheres to the school or district’s existing code of ethics, and protects student confidentiality appropriately.
IV-F-2. Reliability & Responsibility	Frequently fails to meet routine responsibilities, professional deadlines/assignments; and/or regularly fails to adhere to district attendance policies.	Meets most routine responsibilities but occasionally misses professional deadlines/assignments; and/or inconsistently adheres to district attendance policies.	Consistently fulfills all professional responsibilities; is punctual and reliable; and adheres to district attendance policies.	Consistently fulfills all professional responsibilities to high standards. Models this practice for others, including students.

