

**AMESBURY SCHOOL COMMITTEE  
AND  
AMESBURY FEDERATION OF TEACHERS  
(TEACHERS/NURSES)**

**MEMORANDUM OF UNDERSTANDING**

**RE: 2020-2021 EVALUATION CYCLE**

This **Memorandum of Understanding** (hereinafter the “ Evaluation MOU” ) is being entered into by and between the Teacher Chapter of the AFT Amesbury, Local 1033, American Federation of Teachers, AFT Massachusetts, AFL-CIO (hereinafter referred as the “**Federation**”) and the Amesbury School Committee (hereinafter the “**Committee**”) to outline changes in working conditions related to the evaluation of bargaining unit members during the 2020-2021 School Year.

**Whereas**, the **Committee** and the **Federation** (collectively, the “Parties”) are party to a collective bargaining agreement with the Teacher and Nurses Unit for the period of September 1, 2020 through August 31, 2023 (hereinafter “the Teacher CBA”) which includes provisions relative to the evaluation of unit members; and,

**Whereas**, the **Committee** and the **Federation** have entered into several Memoranda of Understanding concerning various issues related to the District’s re-opening for the 2020-2021 School Year, including the 20-21 Re-Opening MOU I, MOU II and MOU III; and

**Whereas**, as part of the 20-21 Re-Opening MOU I, as amended by the 20-21 Re-Opening MOU II, the Parties agreed, at Paragraph 20, to form a subcommittee to review the Educator Evaluation processes for the 2020-2021 school year; and,

**Whereas**, the aforementioned subcommittee met and agreed upon recommendations which have been reported out to the duly authorized representatives of the **Committee** and the **Federation**; and,

**Now Therefore**, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. **Educator Evaluation Process:** The educator evaluation process set forth in the Amesbury Educator Evaluation at Appendix C of the Teacher CBA (hereinafter the “Evaluation System”) is modified for the 2020-2021 school year only, as set forth below.
2. **Non-Professional Status Teachers (NPST) on Developing Educator Plans:**
  - a. Observations:
    - i. For NPST in first year of practice or first year assigned to a school, the unannounced observations required by the Evaluation System will be reduced from 4 to 2.

- ii. For NPST in their second and third years of practice or second or third year assigned to a school, the unannounced observations required by the Evaluation System will be reduced from 3 to 1.

b. Timelines:

Activity	Completed By:
Self Assessment and Goals and Educator Plan *using one combined form	December 22
First Observation	January 15
Evidence Submitted by Educator	February 12
Formative Assessment	February 26
Formative Assessment Meeting	March 15
Summative Evaluation	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are NI or UNS	Within 10 school days of May 15 <sup>th</sup>
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10 <sup>th</sup> or at least 5 days before the last Educator work day
Educator signs the Summative Evaluation Report and adds a response, if any, within 5 school days of receipt	June 15 <sup>th</sup> or at least 5 school days before the last Educator work day

3. **Professional Status Teachers (PST) on Year 1 and 2 of a 2 Year Self Directed Plan:**

a. Timelines:

Activity	Completed By:
Self Assessment and Goals and Educator Plan *using one combined form	December 22
Formative Assessment Report/Summative Evaluation Report	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are NI or UNS	Within 10 school days of May 15 <sup>th</sup>
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10 <sup>th</sup> or at least 5 days before the last Educator work day
Educator signs the Summative Evaluation Report and adds a response, if any, within 5 school days of receipt	June 15 <sup>th</sup> or at least 5 school days before the last Educator work day

4. **Observations of Remote Environment:** Observations of teachers engaged in remote learning may take place. Prior to any observation of a teacher in a remote environment, the teacher will be give at least twenty-four (24) hours notice of the upcoming observation. This provision will not apply to unannounced in-person observations.

- 5. **Enforceability:** This Evaluation MOU and the terms and conditions found herein can be enforced through the parties' grievance and arbitration procedures outlined in the collective bargaining agreement.
- 6. **No Practice Or Precedent:** This Evaluation MOU shall neither establish a practice nor set a precedent to any modified working condition herein. Furthermore, during the term of this agreement, there shall be no other changes to working conditions, policies, rules, and/or benefits.
- 7. **Savings Clause:** If any provision of this Evaluation MOU, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.
- 8. **Term:** This Evaluation MOU shall be effective upon execution through and including June 30, 2021. If guidance is amended by DESE or there are regulatory changes by the Commonwealth of Massachusetts, the parties agree to meet and negotiate any changes to this agreement. This Evaluation MOU may be extended beyond June 30, 2021 by mutual agreement of the parties in writing.

This Memorandum is subject to ratification by the Committee. The signatories hereto agree to use their best efforts to obtain such ratification.

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

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

**AMESBURY SCHOOL COMMITTEE**

DocuSigned by:  
 By: Katherine Currie  
 Katherine Currie,  
 Chair Personnel Committee

**AFT AMESBURY**

DocuSigned by:  
 By: Cindy Yetman  
 Cynthia Yetman,  
 President

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

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