

**CONTRACT**  
**BETWEEN THE**  
**MEDFORD TEACHERS ASSOCIATION**  
**AND**  
**THE SCHOOL COMMITTEE,**  
**CITY OF MEDFORD**

*“Dedicated to the Education of Medford Youth”*

**September 1, 2018 through August 31, 2021**

**MEDFORD SCHOOL COMMITTEE – 2018**

**MEDFORD TEACHERS ASSOCIATION**  
Executive Board

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**AGREEMENT**

**BETWEEN**

**CITY OF MEDFORD SCHOOL COMMITTEE**

**AND THE**

**MEDFORD TEACHERS ASSOCIATION**

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The following Agreement by and between the City of Medford School Committee, hereinafter referred to as the “Committee,” and the Medford Teachers Association, hereinafter referred to as the “Association,” is designed to maintain and promote a harmonious relationship between the Committee and such of its employees covered by this Agreement in order that a more efficient and progressive public service may be rendered.

**ARTICLE 1  
RECOGNITION**

The Committee recognizes the Association for the purpose of collective bargaining as the exclusive bargaining representative for the employees in the following unit:

Regularly appointed classroom teachers, guidance counselors, adjustment counselors, librarians, Speech and Language Pathologists, Board Certified Behavior Analysts, Occupational Therapists, Physical Therapists and coaches who are teachers in the Medford Public Schools, but not including the Evening Academic or Vocational School Programs, the Community Schools Program and the Adult Homemaking & Crafts Program.

After three full school years of service within the Medford Public Schools working under the appropriate license, a Speech and Language Pathologist, Board Certified Behavior Analyst (effective at the end of the 2019-2020 school year), Occupational Therapist or Physical Therapist shall be considered a teacher with professional status under this agreement to the extent permitted by law.

**ARTICLE 2  
MANAGEMENT RIGHTS**

Nothing in this Agreement shall be construed in any way to alter, modify, change or limit the authority and jurisdiction of the School Committee, as provided by the Massachusetts Constitution, the General Laws of Massachusetts, the Decisions of the Supreme Judicial Court of the Commonwealth of Massachusetts, or the laws of the United States, or any law or order pertinent thereto.

During the term of this Agreement, except as expressly provided otherwise therein, the determination and administration of educational policy, the operations of the schools and the direction of the staff are vested exclusively in the School Committee; provided, however, should the School Committee plan a substantial change of policy not covered by this Agreement which affects the wages, hours and other conditions of employment of the employees covered by this Agreement, then the School Committee shall notify the Association regarding said change and shall meet to negotiate change. Nothing herein shall be construed to require the School Committee to submit to arbitration, as provided by this Agreement, any matter so discussed.

**ARTICLE 3  
NO STRIKE CLAUSE**

The Association, on its own behalf and on behalf of each of the employees that it represents, hereby agrees and covenants that it will not authorize, approve, participate or in any way encourage any strike, work stoppage, slowdown or withholding of services in whole or in part, and including paid extra hour services, from the employer, City of Medford School Committee

and the City of Medford. In the event that the existing statute (General Laws, Chapter 150E, Section 9A (a)) changes, then the parties shall meet to renegotiate this article.

## **ARTICLE 4 GRIEVANCE PROCEDURES**

A grievance is a complaint by one or more employees which may arise concerning wages, hours, and conditions of employment of any employee covered by this Agreement and shall be settled in the following manner:

- Step 1.** An aggrieved employee shall discuss his/her grievance with the grievance committee of the Medford Teachers Association. If the teacher and the Association cannot resolve the grievance, it shall move to the next step.
- Step 2.** Within forty-five (45) school days of the occurrence or first awareness of the alleged grievance, the employee with a grievance or the Association will officially file a grievance in writing on a form to be provided by the Superintendent of Schools with his/her principal or immediate supervisor. Within five (5) days of filing, the principal or immediate supervisor shall meet with the grievant with the objective of resolving the matter; a representative of the Association may be present. If the grievance is not resolved, the grievant may present the grievance on the form provided to the Superintendent of Schools.
- Step 3.** The Superintendent, within ten (10) school days after receipt of the written grievance, shall meet with the aggrieved employee and representatives of the Association in an effort to resolve the matter. The Superintendent shall notify the employee and the Association in writing of his disposition of the matter within ten (10) school days of this meeting. If the grievance is still unresolved, the employee, within ten (10) school days of receipt of the Superintendent's answer, may present his grievance, which shall be in writing, to the School Committee.
- Step 4.** The School Committee at the next Regular School Committee meeting scheduled at least three (3) school days after receipt of the written grievance, shall meet with the aggrieved employee and representatives of the Association in an effort to resolve the matter. The School Committee shall thereafter notify the aggrieved employee and the Association in writing within ten (10) school days, as to the result of their deliberations.
- Step 5.** If the grievance still remains unresolved between the School Committee and the Association, then either party may submit the matter to arbitration within ten (10) school days of the School Committee's response in Step 4, pursuant to the Labor Arbitration Rules of the American Arbitration Association, provided, however, no grievance shall be submitted to arbitration that:

- 5.1 Involves a matter outside the scope of the express terms of this Agreement, notwithstanding the fact the matter may have been discussed as a grievance in Steps 1 through 4.
- 5.2 Involves a matter which has not been presented timely according to the time limitation is as set forth herein, unless modified in writing by the mutual consent of the parties

Grievances pending or grievances which may arise during the summer vacation period shall be held in abeyance until the opening of school in September and then shall be processed in accordance with the provisions of this Article.

Nothing in this Agreement shall be construed as to obligate the parties to arbitrate the unresolved matters in any future negotiation or opener thereof, to be entered into upon the termination, opening or reopening of this Agreement.

The arbitrator chosen shall have no power or authority to add to or subtract from, or modify any of the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the parties, subject to the provision of General Laws, Chapter 150C. The costs of the arbitration shall be shared equally by the Committee and Association.

## **ARTICLE 5 SALARIES**

- A. The salaries of all persons covered by this Agreement are set forth in Appendix "A" which is attached hereto and made a part hereof.
- B. Salaries shall be paid every second week in accordance with the present practice. All twenty-six paychecks shall reflect the blended annual rate of pay.
- C. All teachers will receive the remainder of their yearly salary on the last day of school.
- D. No teacher shall be denied an increment except for reasonable cause.
- E. A high school teacher who teaches a 7th period or an additional one (1) period course per week over a six-day cycle shall be paid an annual stipend of \$1,200. The selection of teachers to teach extra classes beyond the contractual maximum shall be made on the basis of the following criteria: 1) teacher volunteers; 2) teacher available at the required time; 3) teacher is certified in the subject area and is competent to teach the specific subject (i.e. foreign language, instrument lessons or ensemble, etc), 4) the teacher is assigned a full workload of classes. A teacher shall not be offered a second extra class until all other eligible and interested teachers have had an opportunity of teaching at least one extra class. If all other criteria have been met and more than one teacher remains eligible, the decision shall be made at the discretion of the administration.

- F. The salary for Occupational Therapists and Physical Therapists who began their employment after the ratification of the 2015-2018 collective bargaining agreement shall be placed on the appropriate step and lane as provided for in this agreement. The salary for each Occupational Therapist and Physical Therapist who began their employment prior to the ratification, shall be calculated as follows:
1. For the 2015-2016 school year:
    - a. Calculate the salary s/he would have on the old OT/PT salary scale, increased by 2%.
    - b. Find the lowest step in the 2015-2016 teacher salary scale in the appropriate education lane that is greater than that found in 1a.
    - c. His/her salary shall be one third the way from 1a to 1b.
  2. For the 2016-2017 school year:
    - a. Calculate the salary s/he would have on the old OT/PT salary scale, increased by another 2%.
    - b. Move up one step, if possible, on the teacher salary scale found in 1b.
    - c. His/her salary shall be two thirds the way from 2a to 2b.
  3. His/her salary for the first half of the 2017-2018 school year shall be the salary scale in 2b, moved up one step if possible.
  4. His/her salary thereafter shall be calculated in the same manner for any other employee in this collective bargaining unit.
  5. All previous time employed as an OT or PT within the Medford Public Schools shall count toward seniority, longevity calculation and gaining PTS as defined in Article 1.

## **ARTICLE 6**

### **TEACHING HOURS AND TEACHING LOAD**

- A. Hours.
1. Elementary

The workday of classroom teachers shall begin ten (10) minutes prior to the regular starting time in the particular school. Teachers will remain until 3:00 p.m. two (2) days per week, 2:45 p.m. two (2) days per week, and 2:35 p.m. on the day student dismissal is 1:30 p.m.

On one afternoon per week elementary school pupils in grades K through five shall be dismissed at 1:30 p.m. following a thirty (30) minute lunch period which shall be duty free for teachers. All teachers must remain until 2:35 p.m., using the remainder of the day for remedial help, special pupil projects, individual parent teacher conferences, and class preparation time. These afternoons may be set aside by the Superintendent of Schools for professional workshops and improvement. These afternoons shall be carried out so long as it does not conflict with regulations set by the Department of Education and the School Committee. The Association agrees that the scheduled instructional hours shall not fall below 905 instructional hours per year as provided in the elementary school schedule.

Teachers will be released at 12:00 noon on the following days:

the day before Thanksgiving  
the day before the Christmas holiday break  
the last day of school

Should the day before the Christmas holiday break fall on a day other than a Wednesday, schedules will be rearranged to flip flop the noon release day with the Wednesday schedule for that week.

If a month contains a 4<sup>th</sup> early release day, the Committee shall make available, from 2:00 p.m. to 4:00 p.m., building-based Professional Development offerings devoted to content and instructional strategies (as defined by Evaluation Standards I and II) by the respective academic departments, with each department rotating among the elementary schools. Teachers may participate in the professional development offerings in their school or to use the early release time as they decide for remedial help, special pupil projects, individual parent teacher conferences, and/or class preparation time. If a month contains a 5<sup>th</sup> early release day, that time shall be used as teachers decide for remedial help, special pupil projects, individual parent teacher conferences, and/or class preparation time.

## 2. Middle Schools

The work day of classroom teachers will be from 7:50 a.m. (10 minutes prior to homeroom) to 2:30 p.m. three (3) days per week, and from 7:50 a.m. to 3:00 p.m. two (2) days per week.

On twelve (12) Early Release days, students will be dismissed at 12:00 noon.

Teachers will be released on three (3) early release days as follows: the day before Thanksgiving; the day before the Christmas holiday break; the last day of school. Two (2) early release days immediately preceding the last day of school shall be dedicated to grading finals, posting final grades and/or other preparations to close out the school year. The remaining seven (7) early release days shall be dedicated to Professional Development offerings. Of these, teachers shall be mandated to attend no more than four (4) such offerings, one (1) of which shall be devoted to instructional strategies (as defined by Evaluation Standard II). No less than three (3) offerings shall be optional and shall be devoted to content and instructional strategies (as defined by Evaluation Standards I and II).

## 3. High School

The work day for classroom teachers will be from 7:40 a.m. (five minutes prior to homeroom) to 2:23 p.m. four (4) days per week, and from 7:40 a.m. to 3:00 p.m. one (1) day per week. All high school teachers shall teach a maximum of twenty-six (26) periods

per six-day cycle except Physical Educational Health teachers who shall teach twenty-eight (28) periods per six-day cycle; however, physical education/health teachers shall not be required to substitute.

On twelve (12) Early Release days, students will be released at 12:00 noon.

Teachers will be released on three (3) early release days as follows: the day before Thanksgiving; the day before the Christmas holiday break; the last day of school. Two (2) early release days immediately preceding the last day of school shall be dedicated to grading finals, posting final grades and/or other preparations to close out the school year. The remaining seven (7) early release days shall be dedicated to Professional Development offerings. Of these, teachers shall be mandated to attend no more than four (4) such offerings, one (1) of which shall be devoted to instructional strategies (as defined by Evaluation Standard II). No less than three (3) offerings shall be optional and shall be devoted to content and instructional strategies (as defined by Evaluation Standards I and II).

#### Vocational High School

The workday for teachers will be from 7:40 a.m. (5 minutes before homeroom) to 3:00 p.m. Monday through Thursday, and from 7:40 a.m. to 2:30 p.m. on Friday.

Vocational teachers with less than a maximum teaching load may be assigned up to a maximum of five (5) duty periods per week.

4. Nothing herein shall be construed to prohibit the School Committee, Superintendent, principal and/or a supervisor from requiring teachers to work before or after said hours as the needs or legal obligations of the school shall require. Such requirement shall not be capricious, and shall be limited to reasonable and necessary situations.
5. Occupational Therapists and Physical Therapists. The work day for OTs and PTs shall be between 30 and 40 hours per week, with an average over any six week period of 35 hours. Their work days shall start no earlier than 7:30 a.m. and shall end no later than 5:30 p.m. Except in cases of unforeseen emergencies, their work days shall be scheduled at least four (4) weeks in advance.
6. Board Certified Behavior Analysts. The work week for BCBA's shall 35 hours, with each day's work in continuous hours. Their schedule shall be flexible, district-wide, student-based, and may include non-school hours

#### **B. Work Year**

The work year shall be between the Monday before Labor Day and June 30 as determined by the School Committee. On first week of work, Monday shall be without students. Tuesday through Thursday shall be with students. Friday shall be a non-work day . Teachers shall be required to be in attendance a period not to exceed 183 days, except in the case of a new teacher wherein 186 days shall be required. Exceptions to the provision may be made in order to comply with the requirements of the State Board of Education or any other applicable provision of law, in which case the parties shall meet forthwith to negotiate the effect of said exception.

C. Lunch Periods

All teachers shall be given a duty-free lunch period of thirty (30) minutes. Nothing in this provision shall be construed to cause the reduction of the lunch period of any teacher. Should the School Committee, in order to comply with this provision, determine that it is necessary to extend the school day for students and the teachers' workday, then it will notify the Association which may, at its option, determine whether to extend the school day in order to comply with this provision or to retain the present school day and have a shorter lunch period than the agreed upon thirty (30) minutes stated herein.

D. Elementary School Recess

Teachers in the elementary schools shall be granted a duty free recess period, every other day, in the elementary schools whenever it is feasible to schedule same at the particular school involved.

- E. Teachers may be required to remain after the close of school without additional compensation for a total of two and one quarter hours per month for team evaluations or other professional staff meetings, provided written notice is given to the teacher four school days prior to the meeting with an explanation of the purpose of the meeting. However, the total time may not be divided into more than three meetings per month.

Teachers may be required to attend two (2) evening meetings, for a duration of not more than two (2) hours each, per year. In addition, High School teachers will be required to participate on a rotating basis, in one night of Graduation exercises. (Said participation shall be approximately once every four years.)

F. Preparation Periods

1. High School/Middle Schools

All High School teachers shall be guaranteed a minimum of ten (10) preparation periods per six-day cycle except Physical Education/Health teachers who shall be guaranteed eight (8) preparation periods per cycle. No teacher shall be expected to teach more than five (5) periods per day unless they volunteer to do so for which they will be compensated at the annual rate of \$1,200 annually per period. Teachers shall not be caused to lose their preparation period to cover other school related situations, excepting

an unforeseeable need to replace others or in the event of an unforeseeable emergency situation, including the unavailability of substitute teachers, in which case no pay shall be needed. Otherwise, for the loss of such periods, teachers shall be compensated at the rate of \$30.00 per period. The parties agree that there will be no claim for partial loss of a preparation period on the secondary level, if such partial loss is six minutes or less, provided (1) the administration gives a week's notice in writing of any altering of the regular schedule; and (2) the administration consolidates the activities so there is a minimum of these activity periods. Any violation of the above stipulations will result in a reversion to the arbitrator's award.

2. Secondary school teachers will not be required to teach more than two (2) subjects, no more than a total of three (3) teaching preparations within each of said subjects at any one time. Exceptions to this provision may be made for good cause, in which case the Superintendent shall notify the President of the Association and indicate the reason therefore.
3. Community Service Learning is recognized as a valuable educational tool, mandatory for high school students. Teacher creation of Community Service Learning offerings, however, shall be voluntary and open to all Association members at all levels; teachers whose offerings are utilized and implemented shall be compensated an annual stipend of \$1,000.
4. Middle School Core Team Teachers shall receive nine (9) preparation periods per week. Six (6) shall be used for individual preparation periods. Two (2) preparation periods shall be used for Core Team meetings. The Core Team shall be defined as the teachers of English, Math, Social Studies, Science and Special Education. One (1) preparation period shall be used for a co-teaching preparation. All non-Core teachers shall receive six (6) individual preparation periods.

5. Elementary Preparation Time

Regardless of teaching assignment there are only two categories of elementary teaching personnel: elementary teacher specialist and elementary teacher.

- A. All elementary teacher specialists, including but not limited to Special Education, ESL, Title 1, Remedial Reading and Bilingual shall receive three (3) hours of unassigned time during each week to be scheduled in three (3) one hour blocks or four (4) forty-five (45) minute blocks. The schedule is to be worked out with the principals of the respective schools.
- B. All elementary classroom teachers shall receive a cumulative total of three hours and forty-five minutes of unassigned time during each week scheduled in minimum blocks of at least thirty (30) minutes. At each building, the principal with the advice and consent of that building's faculty can recommend that the three hours and forty-five minutes of unassigned time during each week be divided into either 1) five 45-minute periods; or 2) three 60-minute periods and one 45-minute block or 3) two 60-minute blocks and two 30

minute and one 45-minute block. This recommendation is then subject to approval by the Superintendent of Schools. Preparation time shall not include current time allowed to teachers for lunch and recess. Preparation time will include any time provided by specialists and/or other program staff during which an elementary teacher is not required to be in the room. Loss of any of this time during any school year by an elementary teacher or elementary teacher specialist will be compensated at the rate of \$30.00 per period. (A period is to be considered not less than forty (40) minutes nor more than sixty (60) minutes). Any full period different from the period so defined will be compensated on a proportionate basis. The Association agrees to allow the Medford Public Schools to employ no more than nine (9) non-unit personnel for the specific purpose of providing forty-five minutes (45) additional preparation time for the elementary classroom teachers, K through grade five. These non-unit personnel are in addition to the nine (9) program aides referenced in Article 6, Section F., 5B, par. 2.

Preparation time will be provided by specialists in a wide range of curriculum areas including, but not limited to, Physical Education, Health Education, Computer Education, Science Education, Language Arts Education, Social Studies Education, Mathematics Education, and Art and Music Education. All such time provided will count toward the three hours and forty-five minutes of preparation time. It is agreed that the Medford School Committee will be allowed to use up to nine (9) Program aides for the duration of this agreement; it is further agreed that teachers with professional teacher status currently assigned in these specialist areas shall be grandfathered and shall not be displaced unless as a result of a voluntary transfer. Subsequent to that time, all elementary preparation time will be covered by certified teachers who are eligible for membership to the Medford Teachers Association. On days when a teacher is involved in a field trip there will be no compensation provided for the loss of such time. Scheduled time lost by virtue of classroom teacher absenteeism will not be made up.

The schedule for unassigned preparation time will be worked out cooperatively between teacher specialists, classroom teachers, and principals of the respective schools in conjunction with Central Administration and the various directors, department heads and/or supervisors. Teachers will work closely with the principal of their respective building to facilitate the work of specialists and other personnel used to relieve teachers in this process. Final determination shall be made by administration.

This program will begin each year on the first day of the academic year and conclude on the 180<sup>th</sup> academic day.

#### G. Extracurricular Activity.

Teacher participation in extracurricular activities after school shall, in general, be voluntary.

Teachers may be assigned an extracurricular activity during the school day in lieu of an instructional period or periods.



Art	25 Max per class
Vocational Shop Subjects	18 Max per class
Physical Education	30 Max av. per teacher
Driver Education	35 Max per class
Music: Band	150 Max per class
Chorus	100 Max per class

### **MIDDLE SCHOOLS**

Academic Subjects: English, Social Studies,  
 Mathematics, Foreign Languages    25 Max av. per teacher

Science	25 Max av. per teacher
Art	25 Max av. per teacher
Physical Education	30 Max av. per teacher
Music: Band	90 Max per class
Chorus	75 Max per class
General Music Class	25 Max av. per teacher

### **ELEMENTARY SCHOOLS**

K-1	25 Max av. per grade per teacher
2-5	27 Max av. per grade per teacher

When an individual elementary school class exceeds the following numbers, an Instructional Aide will be provided for that class:

K	25
Grades 1 & 2	30
Grades 3 - 5	33

Once the class size levels as set out in this section have been attained in a particular subject area or category in a particular school building in either the elementary or secondary level, the following provisions shall take effect:

1. The School Committee may reduce the number of teaching positions, provided that the class size figures listed herein shall not be exceeded as a direct result of said reductions.

2. Increased enrollments causing the exceeding of the class size levels contained herein shall not be construed to be the direct result of a prior elimination of staff positions effectuated by the School Committee in accordance with the provisions of Section A.
  3. The interpretation of this provision shall be based upon succeeding academic years from October 15 to October 15, on a school-by-school basis for the elementary level.
- C. The administration shall have until October 15 of each school year in which to make necessary adjustments in class sizes. The Committee cannot be charged with a violation of this Article during this period of time.

D. Seniority

The Association and the Committee recognize that under certain circumstances it may become necessary to lay off a member of the bargaining unit. In the event that this necessity arises, all bumping and layoff rights will be enforced according to seniority as described herein and in Massachusetts General Laws, Chapter 71, Section 42. To maintain seniority a staff member must maintain a valid teaching certificate in the field.

1. For the purpose of this article, seniority is defined to be the length of continuous employment of a teacher with professional status within a particular department measured from the date on which the Committee voted employment in the unit. Should an individual resign from the school system, seniority shall be lost. In the event such an individual reenters the bargaining unit, seniority would be computed from the date of reentry into the unit.

Seniority is specifically to be computed as follows:

- a. All seniority shall be listed in terms of years and months of accrued service based upon 1.0 equaling 1 year and .1 equaling 1 month service (based on a 10-month school year).
- b. All seniority earned prior to June 30, 1986, shall be given full credit as computed under prior contracts. Individuals with equal seniority accrued prior to June 30; 1986, shall have their respective seniority determined by the original date of appointment.
- c. Seniority and recall lists are to be compiled by the administration and forwarded to the president of the Association by November 1st of each academic year.
- d. In the event of equal seniority, the member with the higher educational credits shall be declared more senior. In the event that two or more members have equal seniority and educational credits, the judgment of the Committee shall prevail.
- e. Seniority shall not accrue, but shall not be broken by leaves of absence including involuntary leaves of absence (RIF). Notwithstanding anything to the contrary, each

teacher shall be entitled to one leave of absence for up to one full year for any reason. During such leave seniority shall accrue.

f. Part-time teaching positions (for a full year) shall accrue partial yearly seniority as follows:

- 1) Teachers will be awarded credit on the seniority list based upon their budgetary compensation at all levels.
- 2) A teacher assigned full compensation will receive 1.0 for seniority in the specific year.
- 3) A teacher assigned a fraction of 1.0 will be assigned the very same fraction for seniority in the specific year.
- 4) In no event shall an individual earn more than 1.0 in a specific year.
- 5) Individuals teaching split schedules may choose to put their seniority in one department.
- 6) Full-time teachers currently teaching split schedules after June 1986 shall continue to accrue full seniority in each department for as long as they continue with said schedule.

g. Full time teachers hired for less than a full school year shall receive seniority at the rate of .1 year for each month or part thereof worked.

h. Teachers who are hired after June 30, 1986, who teach fewer than five classes per week in any one department shall accrue no seniority in that department unless that department is the only one in which they teach.

i. In the event that a teacher is assigned a teaching schedule involving assignments in more than one department, that teacher may, at his/her option, elect to have all of his/her seniority placed in one department.

#### E. Layoff

1. Reductions in force may be effected up to October 1st of any work year. Notwithstanding the October 1st deadline, the School Committee shall have the right to reduce vacant positions provided such reductions do not violate the class size provisions of the agreement.
2. Any teacher with professional status who is a member of the bargaining unit and is to be laid off according to the provisions of this Article shall be considered to be on a leave of absence without pay for a period of one year from the effective date of that layoff

3. No teacher with professional status who is a member of the bargaining unit shall be laid off if there is a less senior member within the same department in which the senior member has accrued seniority.
4. Any member of the bargaining unit who is to be laid off according to the provisions of this Agreement will be notified in writing in accordance with the provisions of Massachusetts General Laws, Chapter 71, Section 42.
5. In the event part-time positions become necessary, they shall first be offered to volunteers within the bargaining unit. If more than one person volunteers, the most senior staff member shall be given preference subject to approval by the administration. If there is no volunteer, the part-time position shall be assigned to the least senior member of the department.
6. Effective on September 1, 2016 and continuing as long as Massachusetts General Law Chapter 71 Section 42 regarding teacher lay-offs is in effect, the following shall replace paragraph directly above:

No teacher with professional status shall be laid off if there is a teacher without professional status within the discipline. Teachers with professional status shall be laid off within a discipline based on members' job performance and the best interest of the students. Members' job performance and best interest of the students shall be defined as the members' past two (2) summative overall evaluation ratings, with ratings of Proficient and Exemplary being considered equal. Ties shall be broken by seniority.

#### F. Recall

1. Teachers with professional status who are members of the unit shall be recalled to positions for which they are qualified and certified. Qualified is to be determined by the Superintendent of Schools.
2. During the recall period of one full calendar year, a member on recall will be placed, if he/she so desires, on a preferential list and individuals on that list will be given first refusal of substitute positions.
3. If more than one assignment is available to a teacher with professional status who is on layoff, the teacher will be offered the assignment more closely related to the assignment held by the teacher at the time of his layoff.
4. If a regular full-time appointment within the individual's area(s) of seniority is refused by a member on layoff, then all further recall rights by said member shall be deemed waived.

5. If a member accepts any appointment to an assignment outside of the area from which that member was laid off, then no seniority shall accrue during the one-year layoff period. Conversely, should a member accept any position within the department from which he has been laid off, then seniority shall accrue in accordance with the provisions above. In the event, however, that at the end of the layoff period, the affected teacher shall be allowed to accrue seniority within that department as of the first day of assignment into that department.
- G. The provisions of this Article pertain only to members of the Association's bargaining unit.

## **ARTICLE 8 NON-TEACHING DUTIES**

- A. The Committee and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end.

Assignment of teachers for non-teaching duties will be made on a reasonable basis; however, there shall be no additional assignment of duties beyond the present practice.

Elementary, Middle School and Vocational teachers will keep daily attendance in registers which will be balanced for each reporting period by the office staff of the respective schools

The Committee will endeavor, when possible, to require contractors to assume the responsibility for collecting sums for various purposes in lieu of the teacher performing this task, provided the added cost of collection is not so prohibitive as to discourage the sale of the particular item involved.

- B. Teachers will not be required to drive pupils to activities which take place away from the school buildings.
- C. The President and Vice President of the Medford Teachers Association shall receive no non-teaching duties

## **ARTICLE 9 TEACHER RE-EMPLOYMENT**

- A. Teachers who receive leave at the close of a school year will, upon returning to the system, receive full credit in the salary schedule for all accredited full time outside teaching experience, military experiences, and Peace Corps, not to exceed three (3) years, Teachers who have not been engaged in teaching on a full-time basis will, upon return to the system, be restored to the next position on the salary schedule above that which they left.

It is agreed that the intent, implementation and objective of this paragraph is not to grant professional status to any teacher during the taking of such leave, which professional status is governed by the statutory law of the Commonwealth of Massachusetts and vested exclusively in the School Committee.

- B. Previously accumulated unused sick leave days will be restored to said resuming teachers.

## **ARTICLE 10 TEACHER ASSIGNMENT**

- A. Teachers will be notified in writing of their programs for the coming year, including the school to which they will be assigned, the grades and/or subjects that they will teach, and special or unusual classes that they will have, not later than (1) week before the close of school; provided, however, exceptions and revisions may be made as a result of unexpected resignations, death, other termination of employment, and sudden and substantial increase or decrease in pupil enrollment or delayed passage of the City budget.

Wednesday afternoon schedule for elementary school teachers will stay at 2:00 p.m. for student dismissal for the remainder the 1997-1998 school year. The 1:30 p.m. schedule will go into effect beginning school year 1998-1999.

The high school non-teaching duties will be discontinued beginning with the 1998-1999 school year.

The provision which sets the average class size and composition for all assignments for guidance counselors will go into effect school year 1998-1999.

- B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned outside the scope of their teaching certificate or their major or minor fields of study. Exceptions to this provision may be made for good cause, in which case the Superintendent shall notify the President of the Association and indicate the reason, therefore.
- C. To the extent possible, changes in grade assignment in the elementary schools and in subject assignment in the secondary schools will be voluntary. Changes in assignments in the following departments do not constitute transfers as intended in Article 10 D.2 and 10 D.3: K-8 Art; K-5 Physical Education; AV; Media; Bilingual/ESL/Multicultural; Counseling; K-8 Librarian; and Music.
- D. Although the Committee and the Association recognize that the transfer of teachers may be necessary, they also recognize that frequent transfer can be disruptive to the educational process. Therefore, the parties agree to the following procedures

1. All teachers shall have the right to volunteer for open positions within their certifications. All volunteers may be interviewed by the appropriate administrator(s) prior to an appointment to the position. All volunteers must apply in writing by the closing date for the position or within five days of posting for positions described as “immediate opening” without a deadline for application. Volunteers are not guaranteed open positions.
  2. When involuntary transfers of teachers with professional status from their current assignments to a new assignment is necessary, a teacher’s area of certification, major or minor field of study, teaching experience and seniority shall be considered in determining which teacher is transferred. When all these criteria are equal, seniority shall prevail.
  3. An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent (or his designee), at which time the teacher shall be notified of the reasons for the transfer. In the event the teacher objects to the transfer, the teacher may notify the Association of the disagreement. The Association, after review of the transfer, may request a meeting with the Superintendent (or his designee), who will meet with the Association’s representative to discuss the transfer.
  4. Notice of transfer will be given to teachers as soon as practicable, and under normal circumstances not later than June 30.
  5. A change in status file will be established so that teachers who wish to voluntarily transfer from the close of school one year to the opening of school the next year may have their preference on file. When vacancies occur, this file will be consulted and applicants will be considered volunteers according to Section 1. Change of status applications must be filed no later than June 30 and will automatically expire on the first day of the school year the next year.
- E. In arranging schedules for classroom teachers who are assigned to more than one school, an effort will be made to limit the amount of inter school travel. Such teachers will be notified of any changes in their schedules at once.

Compensation for travel expenses shall be at the rate listed in Appendix A

- F. Teacher assignments will be made without regard to race, age, creed, color, religion, nationality, gender, marital status, or sexual orientation.

## **ARTICLE 11 FILLING OF POSITIONS**

1. A. All vacancies in positions and newly created positions in the Collective Bargaining Agreement shall be posted within ten (10) working days at each school

building and with a COPY sent to the president of the union. Positions may be filled on a temporary basis until the hiring process is completed. From the end of the school year to the opening of school in the next year, any positions which become vacant, or newly created positions, will be posted on the Medford Public Schools' website.

B. With regard to all promotional vacancies to be filled (i.e., other than a classroom teaching position) occurring on or after June 1st for the next school year, the Superintendent shall post notice of the promotional vacancy in his office and a copy sent to the President of the Medford Teachers Association and to those teachers who have left self-addressed envelopes with the Superintendent for this purpose.

2. Any teacher interested in said position should notify the Superintendent of Schools within two (2) weeks after the notice is posted, indicating his/her interest, availability and any special qualifications which the teacher may possess.
3. After the expiration of the posting period, the Superintendent shall fill said vacancy. The decision of the Superintendent shall be final and shall not be subject to the grievance and arbitration provision of this Agreement.
4. This article shall not apply to filling of vacancies occurring during the school year.
5. Notice of transfers or changes in assignments shall be given by the Superintendent to the teachers involved as soon as reasonably possible.

## **ARTICLE 12 TEACHER EVALUATION**

“The major purpose of teacher evaluations is to improve the professional performance of the teacher being evaluated, thereby enhancing the quality of teaching in the City of Medford. Other Department of Education requirements as to purpose are incorporated by reference.”

- A. All observation of the work performance of a teacher will be conducted openly. The use of public address or audio systems without the knowledge of the teacher involved, shall be prohibited. The School Committee will observe the provisions of General Laws, Chapter 71, Section 42C regarding personnel folders.
- B. Any complaint regarding a teacher made to any member of the administration by any parent, student, or other person will be promptly called to the attention of the teacher before any disciplinary action is taken, if necessary.
- C. The Association recognizes the authority and responsibility of the principal for disciplining or reprimanding a teacher for delinquency of professional performance. If a teacher is to be disciplined or reprimanded by a member of the administration, he/she will be entitled to have a representative of the Association present.

- D. No teacher with professional status will be disciplined, reprimanded, reduced in rank or compensation without just cause; provided, however, the provisions of Massachusetts teachers tenure law shall be the only remedy available to said teacher alleged to be disciplined, etc., in cases when said statutes are applicable.
- E. There shall be one official personnel file for each teacher. Teachers shall have access to their personnel files within one (1) business day of requesting access. Such files may be copied but may not be removed from the superintendent's office without mutual consent, except for utilization in an appropriate legal hearing. Any individual who accesses a personnel file must sign the sign out sheet which is to be attached to each file.
- F. Should any material derogatory to a currently employed teacher's conduct, service or personality be posted in the teacher's personnel file, then the teacher involved will be given a copy of such material no later than fifteen (15) days from placement of such material in the file. If the teacher chooses to do so, he or she may submit any statement concerning the same if he or she so desires and said statement shall be filed with the alleged derogatory material in the teacher's personnel file.
- G. Material kept in grievance and/or working files may not be used to evaluate and/or discipline a teacher unless it has been placed in the official personnel file.
- H The Superintendent or his/her designee shall initial all material placed in the official personnel file. The Association will be notified who the official designee is for this purpose
- I. Teacher and Caseload (SISP) Educator Evaluation Contract Language

**1) Purpose of Educator Evaluation**

- A) This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.
- B) The regulatory purposes of evaluation are:
  - i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
  - ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);

- iii) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
- iv) To assure effective teaching and administrative leadership, 35.01(3).

## 2) **Definitions**

- A) **Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- B) **Caseload Educator/Specialized Instructional Support Personnel (SISP):** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers, ELL teachers, and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice but not less than 10 minutes, including unannounced observations of practice of any duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- E) **District-determined Measures:** Measures of student learning and growth related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios, standardized tests, and district-developed pre and post unit and course assessments, and capstone projects.
- F) **Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- G) **Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:

- i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator/Building Administrator, for an Educator with PTS in a new assignment.
  - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
  - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
  - iv) **Improvement Plan** shall mean a plan developed by the Evaluator for a realistic time period sufficient to achieve the goals outlined in the Improvement Plan but at least 30 school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator’s unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- H) **ESE:** The Massachusetts Department of Elementary and Secondary Education.
- I) **Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the “formative evaluation” and “formative assessment”) and to assess total job effectiveness and make personnel decisions (the “summative evaluation”).
- J) **Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one Secondary Evaluator at any one time responsible for determining performance ratings. Evaluators shall have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by the DESE (35.03), and the evaluation standards and procedures established in this agreement. The evaluator must be an employee of the Medford Public Schools district and be licensed and be in a direct supervisory capacity to the educator being evaluated. An evaluator who is rated by their respective supervisor as “Unsatisfactory” will not be allowed to evaluate an educator.

- i) **Primary Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator’s progress through formative assessments, evaluating the Educator’s progress toward attaining the Educator Plan goals, and determining the educator’s performance ratings and evaluation with the input of the Secondary Evaluator when applicable.
  - ii) **Secondary Evaluator** supports the Primary Evaluator in determining the Educator’s performance ratings and evaluation.
  - iii) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the Secondary Evaluator will be.
  - iv) **Notification:** The Educator shall be notified in writing of his/her Secondary Evaluator and Primary Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- L) **Experienced Educator:** An educator with Professional Teacher Status (PTS).
- M) **Family:** Includes students’ parents, legal guardians, foster parents, or primary caregivers.
- N) **Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- O) **Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- P) **Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator’s plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to

indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.

- Q) **Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- S) **New Assignment:** An educator with PTS shall be considered in a new primary assignment more than 50% when teaching under a different license.
- T) **Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration but not less than 10 minutes, by the Evaluator and may include examination of artifacts of practice including student work. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- U) **Parties:** The parties to this agreement are the local school committee and the employee organization that represents the Educators covered by this agreement for purposes of collective bargaining (“Employee Organization/Association”).
- V) **Performance Rating:** Describes the Educator’s performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator’s performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
  - Proficient: the Educator’s performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.

- Needs Improvement: the Educator’s performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
  - Unsatisfactory: the Educator’s performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator’s performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
  
- W) **Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties agreed to limit standards and indicators to those set forth in 603 CMR 35.03.
  
- X) **Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
  
- Y) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator’s rating of impact on student learning and growth , using guidance and model contract language from ESE, expected by July 2012.
  
- Z) **Rating of Overall Educator Performance:** The Educator’s overall performance rating is based on the Evaluator’s professional judgment and examination of evidence of the Educator’s performance against the four Performance Standards and the Educator’s attainment of goals set forth in the Educator Plan, as follows:
  - i) Standard 1: Curriculum, Planning and Assessment
  - ii) Standard 2: Teaching All Students
  - iii) Standard 3: Family and Community Engagement
  - iv) Standard 4: Professional Culture
  - v) Attainment of Professional Practice Goal(s)
  - vi) Attainment of Student Learning Goal(s)
  
- AA) **Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:

- i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
  - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
  - iii) Elements: Defines the individual components under each indicator
  - iv) Descriptors: Describes practice at four levels of performance for each element
- BB) **Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator’s judgments of the Educator’s performance against Performance Standards and the Educator’s attainment of goals set forth in the Educator’s Plan.
- CC) **Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- DD) **Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.
- EE) **Trends in student learning:** At least two (2) years of data from the district-determined measures and state assessments used in determining the Educator’s rating on impact on student learning as high, moderate or low.
- 3) **Evidence Used In Evaluation**

The following categories of evidence shall be used in evaluating each Educator:

- A) Multiple measures of student learning and growth, which shall include:
  - i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
  - ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, standardized tests, commercially approved assessments, and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS

Student Growth Percentile (SGP) or ACCESS gain scores, if applicable, in which case at least two years of data is required.

- iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
- iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.

B) Judgments based on observations and artifacts of practice including:

- i) Unannounced observations of practice of any duration but not less than 10 minutes.
- ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
- iii) Examination of Educator work products.
- iv) Examination of student work samples.

C) Evidence relevant to one or more Performance Standards, including but not limited to:

- i) Evidence compiled and presented by the Educator, including :
  - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
  - (b) Evidence of active outreach to and engagement with families;
- ii) Evidence of progress towards professional practice goal(s);
- iii) Evidence of progress toward student learning outcomes goal(s).
- iv) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4) **Rubric**

The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The districts may use either the rubrics provided by ESE or comparably rigorous and comprehensive rubrics developed or adopted by the district and reviewed by ESE.

5) **Evaluation Cycle: Training**

- A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.
- B) All Educators within their first eight (8) weeks of employment shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE.

The superintendent will work with Association and the joint labor-management committee (see Section 26, D) to determine the most programmatic and cost effective means of providing this training. The parties agree to use DESE approved vendors for all training.

*In place of a formal agreement, the administration may use allowable contractual time set aside for meetings and professional development.*

- C) At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:
  - i) Provide an overview of the evaluation process, including goal setting and the educator plans.
  - ii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
  - iii) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.
  - iv) The participants will evaluate the effectiveness of this process as a means of providing the joint labor-management committee with actionable feedback after implementation of the new educator evaluation model.

6) **Evaluation Cycle: Self-Assessment**

- A) Completing the Self-Assessment
- i) The evaluation cycle begins with the Educator completing and submitting to the Primary Evaluator a self-assessment by the date specified in Article 12.19 or within four weeks of the start of their employment at the school. The date is a placeholder. The parties may decide alternatives.
  - ii) The self-assessment includes:
    - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
    - (b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
    - (c) Proposed goals to pursue:
      - (1st) At least one goal directly related to improving the Educator's own professional practice.
      - (2nd) At least one goal directed related to improving student learning.
- B) Proposing the goals
- i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
  - ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by the date specified in Article 12.19 (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15<sup>th</sup>) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities. The dates are placeholders. The parties may decide alternatives.
  - iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.

- iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

7) **Evaluation Cycle: Goal Setting and Development of the Educator Plan**

- A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning and will be determined after ESE issues guidance on this matter. See #21, below.
- C) Educator Plan Development Meetings shall be conducted as follows:
  - i) Educators in the same school may meet with the Evaluator in teams or individually .at the end of the previous evaluation cycle or by October 15<sup>th</sup> of the next academic year to develop their Educator Plan. The date and time frame are placeholders. The parties may decide alternatives. Educators shall not be expected to meet during summer hiatus.
  - ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15<sup>th</sup> or within six weeks of the start of their assignment in that school. The date and time frame are placeholders. The parties may decide alternatives.
  - iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional

practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.

- D) The Evaluator completes the Educator Plan by the date specified in Article 12.19. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The date and time frame are placeholders. The parties may decide alternatives. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

8) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS**

- A) In the first year of practice or first year assigned to a school:
  - i) The Educator shall have at least one this number may be higher announced observation during the school year using the protocol described in section 11B, below.
  - ii) The Educator shall have at least four unannounced during the school year.
- B) In their second and third years of practice or second and third years as a non-PTS Educator in the school:
  - i) The Educator shall have at least three unannounced observations equal to a substantially full period during the school year.

9) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS**

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

10) **Observations**

The Evaluator's first observation of the Educator should take place by the date specified in Article 12.19. Observations required by the Educator Plan should be substantially completed by May 30th. The Evaluator may conduct additional observations after this date. This date is a placeholder. The parties may decide alternatives.

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

A) Unannounced Observations

- i) Unannounced observations may be in the form of partial or full-period classroom visitations, but not less than 10 minutes, Instructional Rounds, Walkthroughs, Learning Walks, or any other means deemed useful by the Evaluator, principal, superintendent or other administrator.

Unannounced observations must be at least 10 minutes long. Instructional rounds, walkthroughs and learning walks are non-evaluative collaborative observations protocols designed to assess overall school culture.

Unannounced observations may be in the form of partial or full-period classroom visitations.

- ii) The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator's mailbox or mailed to the Educator's home.
- iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation equal to a substantially full period that does not exceed 60 minutes within 30 school days.

B) Announced Observations

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation equal to a substantially full period that does not exceed 60 minutes.
  - (a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.

- (b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance
  - (1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
  - (2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
- (c) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
- (d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
  - (1st) Describe the basis for the Evaluator's judgment.
  - (2nd) Describe actions the Educator should take to improve his/her performance.
  - (3rd) Identify support and/or resources the Educator may use in his/her improvement.
  - (4th) State that the Educator is responsible for addressing the need for improvement.

11) **Evaluation Cycle: Formative Assessment**

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- G) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.
- H) The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report. The signature does not indicate agreement or disagreement with its contents.

- I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- J) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

12) **Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only**

- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
- F) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.
- G) The Educator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report. The signature does not indicate agreement or disagreement with its contents.

- H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

13) **Evaluation Cycle: Summative Evaluation**

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by the date specified in Article 12.19.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the Primary Evaluator shall determine the overall summative rating that the Educator receives.
- D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the Primary Evaluator, the superintendent's decision on the rating shall not be subject to review.
- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.

- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than the date specified in Article 12.19..
- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by the date specified in Article 12.19.
- K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by the date specified in Article 12.19.
- L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- M) The Educator shall sign the final Summative Evaluation report by the date specified in Article 12.19. The signature indicates that the Educator received the Summative Evaluation report. The signature does not indicate agreement or disagreement with its contents.
- N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

14) **Educator Plans – General**

- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
- B) The Educator Plan shall include, but is not limited to:
  - i) At least one goal related to improvement of practice tied to one or more Performance Standards;
  - ii) At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;
  - iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support

that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.

- C) It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

15) **Educator Plans: Developing Educator Plan**

- A) The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments.
- B) The Educator shall be evaluated at least annually.

16) **Educator Plans: Self-Directed Growth Plan**

- A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.
- B) A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

17) **Educator Plans: Directed Growth Plan**

- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than the date specified in Article 12.19.
- D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.

- E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

18) **Educator Plans: Improvement Plan**

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan for a realistic time period sufficient to achieve the goals outline in the improvement plan but of no fewer than 30 school days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.
- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned a Primary Evaluator and Secondary Evaluator (see definitions). The Primary Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:
  - i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
  - ii) Upon the educators request a representative of the Association may attend the meeting consistent with Article 12.C.
  - iii) If the Educator consents, the Medford Education Association will be informed that an Educator has been placed on an Improvement Plan.
- G) The Improvement Plan shall:

- i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
  - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
  - iii) Describe the assistance that the district will make available to the Educator;
  - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
  - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
  - vi) Identify the individuals assigned to assist the Educator which must include minimally the Primary Evaluator; and,
  - vii) Include the signatures of the Educator and Primary Evaluator.
- H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
- i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
    - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
    - (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
    - (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency,

the Evaluator shall recommend to the superintendent that the Educator be dismissed.

- (d) If the Evaluator determines that the Educator’s practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

**19) Timelines (Dates in italics are provided as guidance) All dates are placeholders. The parties may decide alternatives.**

**A) One Year Evaluation Cycle Timeline**

<b>Activity:</b>	<b>Completed By:</b>
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	September 15
Evaluator meets with educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 13
Evaluator should complete first observation of each Educator	December 4
Educator submits evidence related to standards 1 thru 4 and smart goals. * or two weeks before Formative Assessment Report date established by Evaluator	January 22 *
Evaluator should complete mid-cycle Formative Assessment	February 12
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	March 7
Educator submits evidence related to standards 1 thru 4 and smart goals. *or 4 weeks prior to Summative Evaluation Report date established by evaluator	April 18 *
Evaluator completes Summative Evaluation Report and meets with the non-PTS Educator	May 20
Evaluator completes Summative Evaluation Report for the PTS educator on a one year plan	May 23
Evaluator meets with Educator	June 6
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	Within five days of receipt

**B) Two Year Evaluation Cycle Timeline**

<b>Activity:</b>	<b>Completed By:</b>
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	September 15, year 1
Evaluator meets with educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1, year 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15, year 1
Evaluator completes Educator Plans	November 13, year 1
Evaluator should complete first observation of each Educator	December 4, year 1
Educator submits evidence related to standards 1 thru 4 and smart goals. * or two weeks before Formative Assessment Report date established by Evaluator	April 18, year 1 *
Evaluator should complete mid-cycle Formative Evaluation Report	May 23, year 1
Evaluator holds Formative Evaluation Meetings if requested by either Evaluator or Educator	June 6, year 1
Educator submits evidence related to standards 1 thru 4 and smart goals. *or 4 weeks prior to Summative Evaluation Report date established by evaluator	April 18, year 2 *
Evaluator completes Summative Evaluation Report and meets with the Educator	May 20, year 2
Evaluator meets with Educator	June 6, year 2
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	Within five days of receipt

There shall be a window of five (5) working days to comply with these deadlines.

The Joint Labor Management Evaluation Team shall meet by May 1 of each year to review these deadlines for each subsequent school year. Changes to the deadlines shall only be made by mutual agreement. Without an agreement, the deadlines above shall apply.

**C) Educators on Plans of Less than One Year**

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

## **20) Career Advancement**

- A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. All dates are placeholders. The parties may decide alternatives.
- B) In order to qualify to apply for a teacher leader the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.
- C) Educators with PTS whose summative performance rating is exemplary and, after 2013-14 whose impact on student learning is rated moderate or high, may be recognized and rewarded as determined by the district through collective bargaining where applicable.

## **21) Rating of Educator Impact on Student Learning (ISL)**

- A) Identifying and Selecting District-Determined Measures (DDMs)
  - i. The joint labor-management evaluation team (“team”) shall identify and select DDMs by completing the following tasks:
    - (a) Surveying educators and administrators in the district to create and maintain a list of assessments used in the district. The team shall use the list to identify potential measures that may be adopted or adapted as DDMs. In addition, the team shall invite teams of educators to identify or develop new measures that may be adopted or adapted as DDMs.
    - (b) Recruiting and identifying district educators, including teachers of students with disabilities and English language learners, as well as educator teams to review the list of assessments for their specific content areas and to inform the identification and/or development of potential DDMs by making recommendations to the Team. Said process shall be led by curriculum director or supervisor of the particular content area.
    - (c) Identifying at least two measures of student learning or growth for each educator.
    - (d) Collecting feedback from educators and evaluators regarding the quality (e.g., alignment to curriculum, utility, rating scale) of the selected DDMs. Where feedback suggests modifications to the selected DDMs or the selection of different DDMs is necessary, the team may convene a cohort of educators to make recommendations to the team.
  - ii. DDM Selection Criteria

- (a) DDMs may consist of direct or indirect measures.
    - (1<sup>st</sup>) A *direct* measure assesses student growth in a specific content area or domain of social-emotional or behavioral learning over time.
      - (i) For all classroom educators, at least one measure in each year that will be used to determine an educator’s ISL Rating must be a *direct* measure.
      - (ii) Direct measures shall be criterion-referenced, such as, but not limited to: formative, interim and unit pre- and post-assessments in specific subjects, assessments of growth based on performances and/or portfolios of student work judged against common scoring rubrics, and mid-year and end-of-course examinations.
    - (2<sup>nd</sup>) Indirect measures do not measure student growth in a specific content area or domain of social-emotional or behavioral learning but do measure the consequences of that learning.
      - (i) Indirect measures include, but are not limited to, changes in: promotion and graduation rates, attendance and tardiness rates, rigorous course-taking pattern rates, college course matriculation and course remediation rates, discipline referral and other behavior rates, and other measures of student engagement and progress.
  - (b) DDMs must be comparable across grade or subject level districtwide.
  - (c) DDMs must include consistent, transparent scoring processes that establish clear parameters for what constitutes high, moderate, and low student growth.
  - (d) DDMs must be aligned to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant Frameworks.
  - (e) DDMs must be piloted for a year before being used to determine an educator’s ISL provided that doing so is not inconsistent with DESE requirements.
- iii. Process for Selecting DDMs
- (a) The team shall provide a written recommendation to the school committee and local association which identifies at least two DDMs for each educator (DDM list).
  - (b) The school committee and the local association shall ratify the DDM list or shall negotiate modifications. Ratifications will proceed after agreement by the respective parties. In the event agreement is not reached by the school committee and the local association within a reasonable period of time, either party may file a petition for arbitration under G.L. c. 71, sec. 38.
  - (c) The evaluator and educator will designate the DDMs to be used by the fifth day of school

## B) Determining Educator Impact for Each DDM

- i. The ratings of educator impact for each DDM shall be decided by the scoring processes established by the Team (see pursuant to A.ii.c above). The evaluator will meet with the educator annually to conduct a collaborative conversation about the educator's student outcomes on the DDMs administered in the previous year. Based on this conversation, as part of the continuous learning cycle for the educator, the evaluator may recommend that the educator continue using current instructional approaches, materials and/or pacing, or suggest modification or changes to them.
- ii. Educators shall have an opportunity to review and confirm the roster of students whose scores will be used in the determination of their impact on student growth for each DDM.
  - (a) For full-year or fall semester courses, the DDM results from students who are not enrolled in the grade or course by October 1st or do not remain enrolled through the final date the DDM is administered shall not be used in the determination of an educator's impact on student growth.
  - (b) For spring semester courses, the DDM results from students who are not enrolled in the grade or course by the end of the fourth week of the semester or do not remain enrolled through the final date the DDM is administered shall not be used in the determination of an educator's impact on student growth.
  - (c) DDM results from students who are not present for instruction or education services for at least 90 percent of the allotted instructional or service time shall not be used in the determination of an educator's impact on student growth. If a student is excessively absent due to an infirmity documented in a 504 or IEP, or is enrolled in a program that allows for absences beyond the district norms, then the DDM results from that student shall be used if the student is present for instruction or education services for at least 80 percent of the allotted instructional or service time.

## C) Determining an Impact on Student Learning (ISL) Rating

- i. The evaluator and the educator will determine together whether, in general, the educator's students achieved high, moderate or low learning and growth, and the resulting educator's ISL Rating. These determinations shall be based on at least two DDMs (a statewide growth measure must be used as one measure, where available) over at least three years. [The determination of three years of data, versus 2 years or some phase in, is on hold dependent on information from DESE.] The evaluator shall have the right to make the final determination. In making the determinations, the evaluator and the educator shall apply professional judgment and account for contextual factors including, but not limited to, learning challenges presented by the students, the learning environment, and the annual conversations held pursuant to section Bi above.
  - (a) A rating of high indicates that the educator's students demonstrated significantly higher than one year's growth relative to academic peers in the grade or subject.

- (b) A rating of moderate indicates that the educator’s students demonstrated one year's growth relative to academic peers in the grade or subject.
  - (c) A rating of low indicates that the educator’s students demonstrated significantly lower than one year's growth relative to academic peers in the grade or subject.
  - (d) The term “significantly” shall mean a 50% difference.
  - ii. The evaluator shall meet with the educator rated low to discuss the ISL Rating. The evaluator shall meet with the educator rated moderate or high to discuss the ISL Rating, if either the educator or the evaluator requests such a meeting.
- D) Intersection between the Summative Performance Rating and the ISL Rating.
- i. An educator’s Summative Performance Rating is a rating of educator practice and remains independent from the educator’s ISL Rating, which is a rating of impact on student learning, growth, and achievement.
  - ii. Results from DDMs and the ISL Rating are used to inform the educator's Self-Assessment, to develop the professional practice goal or the student learning goal and the resulting Educator Plan.
  - iii. Evaluators shall use evidence of educator performance and impact on student learning, growth, and achievement in the goal setting and educator plan development processes, based on the educator’s self-assessment and other sources that the evaluator shares with the educator.

**22) Using Student feedback in Educator Evaluation**

ESE will provide model contract language, direction and guidance on using student feedback in Educator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

**23) Using Staff feedback in Administrator Evaluation**

ESE will provide model contract language, direction and guidance on using staff feedback in Administrator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

**24) Intentionally Left Blank**

**25) General Provisions**

A) Only Administrators who are licensed may serve as Secondary Evaluators of Educators.

- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- E) The parties agree to continue the joint labor-management evaluation team, which shall review the evaluation processes and procedures regularly and recommend adjustments to the parties.
- F) Violations of this article are subject to the provisions of the collective bargaining agreement including Article 12 D and the grievance and arbitration procedures.

The parties recognize that the time-lines and dates associated with the newly negotiated Educator Evaluation system, while agreed-upon in good faith, are, to some extent, placeholders and untested. Thus for the 2012-2013 school year, the Medford Teachers Association agrees that a missed timeline alone of less than ten (10) school days shall not be the subject of a grievance alleging a violation of the new Educator Evaluation System. The parties agree to monitor the implementation of the new Educator Evaluation System during the 2012-2013 school year, including the actual implementation of the timelines, and agree to negotiate any proposed revisions to the timelines in June 2013.

### **ARTICLE 13 TEACHER FACILITIES**

- A. Each school shall have the following facilities wherever feasible, in the judgment of the Committee. However, the number and quality of existing facilities shall not be diminished.

1. Space in each classroom in which teachers may safely store instructional materials and supplies.
  2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials. Among this equipment will be the following: adequate chairs and desks. Teachers will have reasonable access to copiers and computers in the building.
  3. An appropriately furnished room to be reserved for the exclusive use of teachers as a faculty lounge. Said room shall be in addition to the aforementioned teacher work area. Said room shall contain the following items: a telephone for exclusive use of teachers; bulletin board; studio couch and screen; sofa; comfortable chairs; stove or hot plate; refrigerator, large table; end tables; comfortable couch; clock; mirror; towel dispenser; eating utensils and dishes.
  4. A serviceable desk and chair for each teacher in the Medford School system.
  5. A communication system so that teachers can communicate with main office from their classrooms.
  6. A well-lighted, clean restroom for women and a well-lighted, clean restroom for men.
  7. A separate private dining area for the use of teachers.
  8. The School Department will provide shop coats for shop teachers.
- B. A reasonable portion of an existing designated parking lot at a school will be reserved for teacher parking.

## **ARTICLE 14 USES OF SCHOOL FACILITIES**

- A. The Association will have the right to use school buildings at reasonable times for meetings. The principal of the building in question and the Superintendent will be notified in advance of the time and place of all such meetings. The Association shall forfeit this right during any period of violation of General Laws, Chapter 150E, Section 9A (a), as determined by the State Labor Relations Commission.

Any expenses incurred by the School Department as a result of such meetings, outside regular operating expenses, shall be borne by the Association.

- B. There will be one (1) bulletin board in each school building, for the purpose of displaying notices, circulars, and other Association material. The principal of each school shall review said material prior to posting, and should a dispute arise regarding the propriety thereof, he/she shall meet with the Association representatives in order to resolve the matter.

- C. Teachers will be permitted to wear pins or other identification of membership in the Association or any other teacher organization, providing said pin is not disruptive of orderly school procedure.
- D. The Committee and the Association recognize the importance of the Elementary and Middle School buildings being made available for the optional use by teachers for teacher preparation, in support of this common goal, the administration shall make every reasonable effort to keep the Elementary and Middle Schools open two (2) days per week until 6:00 p.m.

The principal may authorize elementary and middle school buildings to be available to teachers to the extent that principals are present.

## **ARTICLE 15 SICK LEAVE**

- A. Any regular employee of the public schools, absent on account of personal illness or other like disability or any quarantine regulations of the Board of Health, shall receive full pay for the first eighteen days of absence in any school year for which he/she is on the payroll for the full year. For any year that said employee is granted a leave, the sick days earned shall be prorated at the rate of 1 per 10 days on the payroll. Such leave may be cumulative without limit. In addition to the eighteen days sick leave, such employee may, upon approval of the Superintendent and in conformity with the regulations stated herein, obtain full pay under the cumulative sick leave plan as outlined herein. An employee may appeal a denial of the approval to the School Committee.

Any regular employee of the public schools hired on or after July 1, 2001 and absent on account of Personal illness or other like disability or any quarantine regulations of the Board of Health, shall receive full pay for the first fifteen days of absence in any school year for which he/she is on the payroll for the full year. For any year that said employee is granted a leave, the sick days earned shall be pro-rated at the rate of 1 per 12 days on the payroll. Such leave may be cumulative without limit. In addition to the fifteen days sick leave, such employee may, upon approval of the Superintendent and in conformity with the regulations stated herein, obtain full pay under the cumulative sick leave plan as outlined herein. An employee may appeal a denial of the approval to the School Committee.

Cumulative sick leave is the sum of all the unused portions of an employee's annual sick leave allowance accumulated during the consecutive and uninterrupted years of service which the employee has rendered the City, prior to his receiving cumulative sick leave.

A written application for payment of salary under the cumulative sick leave plan should be made to the Superintendent within ten days after the expiration of the yearly sick leave allowance. The application should be accompanied by a statement of the employee's physician. Thereafter, every two weeks of continued absence, the employee shall file with the Superintendent of Schools an absentee certificate signed by his or her physician.

The School Committee reserves the right to require the certificate of the school physician in addition to the above certificate. Failure to comply with these regulations governing the cumulative sick leave plan will deprive the applicant of participation therein. According to the provisions of this article, coaches absent from coaching duties shall receive full pay. The aforementioned coaching duties are understood to occur during the coaching season as defined by the Massachusetts Association of Secondary School Principals.

- B. Upon death while in the service of the Medford Public School System or upon retirement, a teacher or his or her estate if applicable, shall receive reimbursement for each unused sick leave day in excess of one hundred (100) days at the rate of 30% of the teacher's then current daily basic salary of any sick leave balance so accrued up to a maximum of \$4,000. If the teacher had accrued between 150 and 199 days, the maximum reimbursement shall be \$4,500. If the teacher had accrued 200 days or more, the maximum reimbursement shall be \$5,000.

## **ARTICLE 16 TEMPORARY LEAVES OF ABSENCE**

- A. Bereavement Leave. A total of three days each year will be granted to each teacher without loss of pay in the case of each death and at the time of death in the immediate family defined as: husband, wife, parent, grandparent, son, daughter, grandchild, brother, sister, parents-in-law or foster parents or in instances to be determined by the Superintendent of Schools. An employee shall be granted a one-day leave of absence to attend the funeral of an aunt, uncle, sister-in-law, brother-in-law, spouses' grandparents, niece or nephew.
- B. Personal Leave. Each teacher may use up to three (3) days each school year for business purposes or on account of serious illness in the teacher's family without loss of pay. This leave is not cumulative and must have the approval of the Superintendent of Schools. While not expressly prohibited, it is the understanding of the Association that Personal Days are not meant to extend vacation time or long weekends. It is up to the professionalism of the teaching staff to use these days for their purposes. A teacher cannot change a sick leave day to a personal leave day after the day has been taken.
- C. School Legal Proceedings. Any teacher required to attend a court or other legal proceedings during the school day for school related activities shall do so without loss of pay.
- D. Military Leave. A maximum often (10) school days per school year for persons called into temporary active duty of any unit of the U. S. Reserves or the State National Guard shall be permitted without loss of pay as a result of said leave, provided the teacher produces a written statement from his commanding officer which indicates that said military leave was necessary and could not be scheduled at any other time.
- E. Other Leave. Leave for reasons other than as herein stated may be granted with or without pay upon request in writing to the Superintendent of Schools and approved by the School Committee who shall be the sole judge of whether to permit said leave.

- F. Leaves taken pursuant to this Article will be in addition to sick leave as otherwise provided in this Agreement.
- G. Leaves not authorized by the provisions of this Agreement shall result in a deduction of 1/182nd of the teacher's annual salary for each day's absence.
- H. Employees on leave for a period of eight weeks or longer shall notify the Office of the Superintendent two (2) weeks prior to their return during the school year and by June 1st if the leave concludes the school year.
- I. Adoption and Paternity Leave. The School Committee shall comply with the revisions of the Family and Medical Leave Act of 1993. This leave shall be unpaid.

## **ARTICLE 17**

### **EXTENDED LEAVES OF ABSENCE**

- A. A teacher desiring to take an extended leave of absence without pay for reasons such as, but not limited to, Peace Corps, Vista, Public Service or personal reasons, shall make a request in writing to the Superintendent and approved by the School Committee who shall be the sole judge. of whether to permit said leave.
- B. Military leave will be granted to any teacher who is inducted or enlists in any branch of the Armed Forces of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence, up to a maximum of two (2) years.
- C. Any teacher granted extended leave of absence without pay, upon return to the Medford School System, shall have all unused accumulated sick leave reinstated and will be assigned to the same position which he/she held or a substantially equivalent position.
- D. Maternity Leave. A teacher who is pregnant may remain in her position until the termination of her pregnancy; however, such teacher may be required to commence her leave at an earlier time if she is not satisfactorily performing her duties. Teachers will be entitled to up to eight weeks paid leave for the purpose of childbearing. Said leave is to be deducted from the teacher's accumulated sick leave. Additional sick leave may be granted consistent with the sick leave practices in the Medford Public Schools. Teachers shall notify Central Office of anticipated return at least 10 days before return. A physician's certificate of fitness may be required before a teacher is reinstated. The teacher will be reinstated immediately upon giving sufficient written notice to the Superintendent of Schools so as to provide for an orderly transition. If a teacher so chooses she may take unpaid childrearing leave beyond that described above provided that such leave will terminate the September following the birth of the child.

- E. Parental Leave. Non-birth parents will be entitled to up to five (5) days paid leave for the purpose of childrearing. Said leave is to be deducted from the teacher's accumulated sick leave. If a teacher so chooses s/he may take unpaid childrearing leave beyond that described above provided that such leave will terminate the September following the birth of the child.
- F. Employees on leave for a period of eight weeks or longer shall notify the office of the Superintendent two (2) weeks prior to their return during the school year and by June 1st if the leave concludes the school year.

An additional one-year child rearing leave may be granted at the discretion of the Superintendent.

Said teacher shall retain all rights held prior to such leave. The term granted for child rearing leave will not be credited as experience on the salary schedule and other service benefits.

## **ARTICLE 18 SABBATICAL LEAVES OF ABSENCE**

The policy of granting sabbatical leaves of absence should be for the purpose of promoting the more efficient conduct of the public schools. In no case, therefore, should an application for such leave be recommended by the Superintendent or approved by the School Committee unless, in their considered judgment, the professional competence of the staff member and the general efficiency of the school system will thereby be benefited.

One year's leave of absence for professional improvement through study and/or travel may be granted to members of the instructional staff of the Medford Public Schools, subject to the approval of the Superintendent and subject to the conditions set forth in the following paragraphs:

1. Staff members shall receive one half of the salary which they would have received if they had remained on active duty, and their professional status, regular salary increments and salary status shall not be thereby impaired.
2. Such leaves shall be granted only to members of the instructional staff who have served for seven years or longer in the Public Schools of Medford.
3. Any staff member who received a leave of absence for one half year or more for reasons other than illness, shall not receive a sabbatical leave until seven years have elapsed since the granting of his latest leave.
4. Each eligible staff member desiring sabbatical leave must submit an application for approval of activities for professional improvement, specifying the reasons for which the leave is requested. Before beginning the sabbatical leave, he/she shall enter into a contract to return to active service in the Medford Public Schools for a period of at least two years after the expiration of the leave of absence.

5. In the event that a staff member fails or refuses to return to regular service in the Medford Public Schools, all salary paid to him/her for sabbatical leave shall be immediately due and payable to the City of Medford. Any staff member will be relieved from such payment if his/her failure to return to complete the two years is due to illness or disability, unless he is discharged from his position by the City for incompetency, inefficiency, or conduct unbecoming a teacher.
6. An application for a sabbatical leave of absence must be endorsed by the principal of the school to which the applicant is assigned, approved by the Superintendent and must be filed on or before the first of January if it is to become effective in September. No leave can become effective at any other time of the year.
7. The Superintendent, at his discretion, may at any time require that a teacher on sabbatical leave file reports concerning the manner in which his leave is being used.
8. There shall be no more than three sabbatical leaves granted in any one school year.
9. Employees on leave for a period of eight weeks or longer shall notify the office of the Superintendent two (2) weeks prior to their return during the school year and by June 1st if the leave concludes the school year.

Note: The term "Instructional staff" as, herein used includes classroom teachers.  
Applications must be filed with the Superintendent of Schools.

## **ARTICLE 19 PROFESSIONAL DEVELOPMENT AND EDUCATIONAL DEVELOPMENT**

- A. The parties agree to form a Professional Development Council as follows:
  1. The Council shall consist of at most six (6) members appointed by the Superintendent and at most six (6) members appointed by the President of the Association. It shall meet on a monthly basis.
  2. The Council shall serve as a forum for discussion to address the professional development and training needs of all teachers, and serve as an advisory to the Superintendent.
  3. The Council shall submit minutes of each of its meetings to the Superintendent and the President of the Association.
- B. The Committee shall reimburse teachers for tuition and fees for courses as follows:
  1. The Committee shall make available for reimbursements a combined total of \$40,000 per fiscal year, with \$14,000 available for the summer semester, \$13,000 for the fall semester and \$13,000 for the spring semester. Any funds not used in the summer semester shall be rolled over to the fall semester and, likewise from the fall semester to the spring semester.

Any funds not used in the spring semester shall be used to reimburse teachers, if any, who applied for reimbursement earlier in the year and were denied for lack of funds and successfully completed said course(s). No funds shall roll over into the next fiscal year.

2. Teachers shall be eligible for one reimbursement per fiscal year with a maximum reimbursement of \$1,000, provided the course is approved in advance by the Superintendent or his/her designee based on the following factors: it is a graduate-level course (or undergraduate level course for Vocational School Occupational Education Teachers) in a program accredited by an accrediting organization recognized by DESE; it is in the field of education or in a content area taught by the teacher; and it advances the teacher's knowledge or skills. Superintendent or his/her designee shall approve requests for the National Board for Professional Teaching Standards Certification. If the Superintendent or his/her designee approves more applications than the funds available, reimbursements shall be provided to teachers in the order of the date and time of application. A teacher may be reimbursed only once in his/her lifetime for the National Board for Professional Teaching Standards Certification.
3. Applications must be submitted to the Superintendent or his/her designee electronically on a form created by the Superintendent or his/her designee and approved by the President of the Association by the deadlines outlined below. No later than two (2) weeks after each deadline, the Superintendent shall provide teachers with the determination of: (a) approval; and (b) funding availability.
4. No later than three (3) weeks after each deadline, the Superintendent or his/her designee shall provide the President of the Association a report of all submitted applications and their determinations. Alternatively, the Superintendent or his/her designee may provide to the President of the Association copies of all submitted applications and their two determinations.
5. There shall be three deadlines, one for each semester: May 1 for the summer semester courses; August 1 for fall semester courses, and December 1 for spring semester courses. These deadlines can be altered by mutual agreement between the Superintendent and the President of the Association (with approval by the Executive Board of the Association).
6. Reimbursement shall be provided upon successful completion of the course as evidenced by a grade of 'B' or better. Teachers must submit their grade report no later than one (1) month after receiving the grade.

### C. Lane Advancement

1. Effective July 1, 2016, credit for lane advancement shall be limited to:
  - a. pre-approved graduate-level courses (or undergraduate level course for Vocational School Occupational Education Teachers) in a program accredited by an accrediting organization recognized by DESE;
  - b. in the field of education or in a content area taught by the teacher; and
  - c. advances the teacher's knowledge or skills.

The teacher must receive a grade of “B” or better.  
Credit for lane advancement will also be allowed pursuant to Appendix C (SEI Endorsements).

2. Notwithstanding the previous paragraph, once a year, the School District shall make available to all teachers 1 PD offering consisting of 15 hours of Professional Development that can be used as one (1) graduate credit towards lane advancement. The PD offering will take place during the school year and the time(s) during which this PD will be offered will be determined by the administration with input from the Professional Development Council.
  3. Credits toward lane advancement shall not expire, provided they were pre-approved and had not expired by September 1, 2015.
- D. The administration shall provide the President of the Association with a semiannual list of all the vouchers which the system has on file, if the President so requests. in the distribution of said vouchers the following shall apply:
1. The cooperating teacher shall be given first preference in using a voucher regardless of length of service in the system.
  2. Members of the unit will be given preference in the use of vouchers not expended by the cooperating teachers.

## **ARTICLE 20 PROTECTION**

The Committee will observe the provisions of the General Laws, Chapter 41, Section 100C:

In addition to the indemnification provided in Section 100A, a city, town or regional school district, acting by its school committee or local trustees for vocational education, shall, out of any funds appropriated for the purpose of this section which appropriation shall be made in the same manner as appropriations for general school department in a capacity requiring certification under the provisions of section thirty eight G of chapter seventy one, instructional and administrative aides as referred to in section thirty-eight of chapter seventy one, its civil service employees and all other employees of the school committee or local trustees for vocational education for expenses or damages sustained by him by reason of an action or claim arising out of his negligence or other act of his resulting in accidental bodily injury to or the death of any person or in accidental damage to or destruction of property, while acting in such capacity, and may indemnify such person in its employ for expenses or damages sustained by him by reason of an action or claim against him arising out of any other acts done by him while acting in such capacity; provided, in either case, that such person was at the time the cause of action or claim arose acting within the scope of his employment; and provided, further, that the defense or settlement of any action or claim for which indemnification is sought under this section shall have been made by the city solicitor,

town counsel or legal counsel for the district upon request of the school committee or local trustees for vocational education or, if the town has no town counsel or legal counsel or the district has no legal counsel, by an attorney employed for the purpose by the school committee, local trustees for vocational education, or, if such solicitor or counsel upon such request or such attorney upon such employment fails or refuses to defend such action or claim, by an attorney employed by such person. For the purposes of this section, any volunteer worker engaged by the superintendent of schools or the principal of a school, and any student teacher shall be deemed to be an employee of the school committee or local trustees for vocational education.

## **ARTICLE 21 INJURIES ON JOB**

Any teacher absent from school as a result of a compensable industrial accident, may make up the difference between the weekly benefit received from workers' compensation insurance and his or her average weekly earnings by the use of sick leave which shall be counted as depleting any accumulated sick leave of the teacher involved.

## **ARTICLE 22 INSURANCE AND ANNUITY PLAN**

- A. The School Committee agrees that the present insurance benefits now in effect for the employees of the City of Medford will remain in effect for the duration of this Agreement.
- B. The School Committee agrees to comply with the provisions of General. Laws, Chapter 71, Section 37B concerning Annuity Plans.
- C. The City of Medford shall pay a minimum of 60% of the unit employee's health insurance premiums during the term of the agreement. In the event the issue of health insurance benefits is deemed negotiable by the courts, the Association reserves the right to reopen this section, D. Pursuant to the provisions of Chapter 697 of the Acts of 1987 (the Public Employee Pension Reform Act), the School Committee will make the necessary changes in its payroll procedures to allow employee contributions health insurance, group term-life insurance, and any other forms of insurance, to be paid with pretax earnings.

The parties agree that there shall be no increase in the existing number of insurance companies over and above the number of companies dealt with as of September 1975 relative to payroll deduction annuity programs.

The parties agree that there shall be established a joint study committee, including representatives of City Hall, to review changes to the Annuity plans offered by the employer and to explore the possibility of establishing 403B plans.

**ARTICLE 23  
DUES DEDUCTION**

The Committee hereby accepts the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts, and, in accordance therewith, shall certify to the Auditor of the City of Medford all payroll deductions for the payment of dues to the Association if duly authorized in writing by individual employees covered by this contract.

**ARTICLE 24  
AGENCY FEE**

It shall be a condition of employment that any employee in the bargaining unit who is not a member of the Association shall, on or after the thirtieth day following the beginning of his employment or on the effective date of this Agreement, whichever is later, pay a service fee to the Association which shall be equal to the amount required to become a member in good standing of the Association and its affiliates to or from which membership dues or per capita fees are paid or received, subject to General Laws, Chapter 150E, Section 12, and the rebate procedure therein. The agency service fee shall be deducted from the wages of any employee who signs an authorization to that effect and such fees shall be transmitted to the Treasurer of the Association as provided in Section 17G of Chapter 180 of the General Laws.

**ARTICLE 25  
GENERAL PROVISION**

- A. The Committee and the Association agree to comply with the provisions of General laws, Chapter 150E, Section 2, which states as follows:

Employees shall have the right of self-organization and the right to form, join, or assist any employee organization for the purpose of bargaining collectively through representatives of their own choosing on questions of wages, hours, and other terms and conditions of employment, and to engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid or protection, free from interference, restraint, or coercion. An employee shall have the right to refrain from any or all of such activities, except to the extent of making such payment of service fees to an exclusive representative as provided in section twelve.

- B. Teachers will be entitled to full rights of citizenship; and the religious or political activities of any teacher, or lack thereof, will not be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

- C. The Committee will, upon written request, provide the Association with any public documents in its control which will assist the Association in developing educational programs to suggest to the Committee or to process grievances. The Association shall assume the cost of reproducing any such public documents.
- D. Copies of minutes of the Committee meetings and agendas will be made available to the Association at the same time said copies are made public information.
- E. This Agreement shall be printed in booklet form by the Committee within sixty (60) days of ratification and a copy thereof shall be distributed to each member of the bargaining unit during its effective term, provided that a mutual agreement on the revised document exists between the Association and the Committee, and it is expected that a revised document reflecting the mutual agreement of the parties will be completed within a thirty (30) day period after ratification. The finalized contract will then be printed and delivered to the Association within thirty (30) days (total 60 days). In addition, two hundred (200) copies shall be supplied to the Association President and two hundred (200) copies shall be retained by the Committee for administrative use. The expenses of printing the Agreement shall be shared equally by the Committee and the Association.
- F. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- G. This Agreement shall supersede any rules, regulations or practices by the Committee, which shall be contrary to or inconsistent with terms contained within this Agreement.
- H. No reprisals will be taken against the Medford Teacher's Association or any member of the bargaining unit as a result of a job action.
- I. It is the understanding of the Association that teachers should use their professional discretion in the writing of student recommendations.

## **ARTICLE 26**

### **ASSOCIATION BUSINESS**

- A. All general teacher organization meetings shall be conducted after regular working hours and in no way shall conflict with meetings conducted for school business or with parental conferences. The principal of the building and the Superintendent shall be notified in advance to assure the availability of the facilities.
- B. The Association agrees to reimburse the administration for substitute teachers hired to cover the classes of those Association members who attend the Massachusetts Teachers Association Annual Meeting. The Committee agrees to allow the President of the

Association to attend the MTA Annual Meeting without requiring reimbursement for substitute coverage.

- C. In addition, the Superintendent shall grant the President or his/her designee(s) leave with pay up to a maximum of five (5) additional days per school year in order to conduct business of the Association.
- D. The Committee shall provide the following information about new hires to the Association on a monthly basis: name, work location, program, job title, placement on the salary scale, start date, home address, home phone number, cell phone number, and personal e-mail address. During the summer months, the Committee shall send the Association President a copy of each hire letter when sent to new hires.
- E. If the Committee receives a request for the personal contact information of bargaining unit members from any third party, the Committee shall share such a request with the Association President within two business days, and one week later, only release the information required by law.

## **ARTICLE 27 PARENTAL CONFERENCES**

All parental conferences shall be conducted after school hours but in the discretion of the principal involved, daytime conferences may be held and shall in no way conflict with the help ordinarily given to groups of pupils who remain after school for specific help.

All teachers shall be expected to participate and to be involved in parental conferences regarding the pupils within their immediate supervision or in the case of any pupil who is involved in a school related incident

## **ARTICLE 28 TERMINATION OF EMPLOYMENT**

Teachers who wish to resign shall give thirty (30) calendar days' notice in writing to the office of the Superintendent.

## **ARTICLE 29 COMMUNICATION AND GRADING**

### A. Electronic Resources

- 1. All elementary school teachers shall use the Committee-supported electronic resources (currently School Brains and Google Mail) to take attendance, post term grades, post

mid-term grades if appropriate, receive and send school information about students, and communicate with parents.

All middle and high school teachers shall use the Committee-supported electronic resources (currently School Brains and Google Mail) to regularly and timely take attendance, record grades, post term grades, post mid-term grades if appropriate, receive and send school information about students, and communicate with parents. Access to grades shall be offline to parents and students two weeks prior to the end of each term to allow for teachers to finalize term grades.

Teachers shall post grades of long term projects and essays into the online gradebook ten (10) school days or earlier after the assignment is graded. Teachers shall post grades of tests and quizzes into the online gradebook five (5) school days or earlier after the assignment is graded. Teachers shall post grades of classwork and homework into the online gradebook two (2) school days or earlier after the assignment is graded.

2. The Committee shall offer training each year during orientation to new teachers, as well as provide reasonable ongoing support to any teacher who requests such support.
3. Protocols regarding the use of electronic resources will be sent to parents and students.
4. Teachers will check their e-mail at least once per day when in school to ensure that communications are received and read timely.

#### B. Grading

1. The teacher shall be notified 24 hours in advance and have the right to be present at any meeting regarding changing a grade, and may be represented by the Association.
2. The teacher shall change the grade if it was calculated in error or the grading was inconsistent with teacher's or school's grading policies. The teacher's professionalism shall be respected.

If another school employee changes a grade, then a comment shall be added to the report card stating that the grade was changed and by whom.

### **ARTICLE 30 DURATION**

- A. This agreement shall be in full force and effect until August 31, 2021 the exception noted in Paragraph B below.
- B. Negotiations for the period subsequent to August 31, 2021 shall commence after October 15, 2020, providing either party requests same in writing to the other party. The parties acknowledge a good faith attempt will be made to commence negotiations within a

reasonable time of receiving notice, in order to provide the parties ample time to negotiate in advance of the expiration of the contract.

IN WITNESS WHEREOF, the parties hereunto set then hands and seals this 19<sup>th</sup>  
day of November.



Mayor and Chair of School Committee



President Medford Teachers Association

## APPENDIX “A”

### 1. Increment:

Any teacher who was hired and began his/her service prior to February first shall be granted his/her increment the following September. Any teacher who was hired and began service after February first shall be granted his/her increment the second following September.

### 2. Longevity:

<u>2018-2019</u>	<u>2019-2021</u>
10 years: \$1,100	10 years: \$1,100
20 years: \$1,300	20 years: \$1,300
25 years: \$1,625	25 years: \$1,750
30 years: \$2,700	30 years: \$2,800
35 years: \$2,800	

Sick Leave accumulation shall be calculated on July 1 of each year.

### 3. Mileage:

The amount of 27.5 cents per mile shall be paid to any employee covered by this contract for expenses covered by this contract incurred while traveling in his/her personal motor vehicle on school business; provided that a monthly voucher is submitted to the Superintendent’s office attesting to this expense.

Effective September 1, 2016, the rate shall increase to 35 cents per mile. Effective September 1, 2017, the rate shall increase to 40 cents per mile

### 4. Differential:

- A. Teachers at the Vocational Technical High School shall receive a salary differential of \$750 per year.
- B. Effective July 1, 1978, Guidance and Adjustment Counselors will be paid according to their proper placement on the teachers’ salary scale. Such counselors employed prior to that date will receive a differential of \$400 per year above the teachers’ salary schedule.

### 5. Coaches:

#### **GROUP A**

Head Football                      \$6,800

#### **GROUP B**

Head Basketball	\$4,800
Head Baseball	
Head Softball	
Head Hockey	
Head X-Country	
Head In-Track	
Head Out-Track	
Head Lacrosse	
Head Soccer	
Head Volleyball	

**GROUP C**

Head Swimming	\$4,200
Head Gymnastics	
Head Golf	
Head Tennis	
Asst. Football	

**GROUP D**

Asst. Basketball	\$2,900
Asst. Baseball	
Asst. Softball	
Asst. Hockey	
Asst. Soccer	
Asst. Lacrosse	
Asst. In-Track	
Asst. Out-Track	
Asst. Volleyball	

**GROUP E**

Asst. Swimming	\$2,500
Asst. Gymnastics	
Asst. X-Country	

**MEDFORD PUBLIC SCHOOLS, MEDFORD, MA.  
(Vocational School Occupational Education Teachers)  
(Effective September 1991)**

Effective September 1991, for the Vocational School, Occupational Educational teachers will be placed on the following Scales:

- 15 Credits beyond Vocational Certification - B+15
- 30 Credits beyond Vocational Certification - B+30
- 45 Credits beyond Vocational Certification - M
- 70 Credits beyond Vocational Certification - M+15
- 90 Credits beyond Vocational Certification - M+30

BS. Credits beyond Vocational Certification - M+45

**Extracurricular Activities**

Math Teams (2)	\$1,300 ea.
Science Team	\$1,000
SADD	\$ 600
Senior Class Advisors (2)	\$1,000 ea.
Junior Class Advisors (2)	\$ 850 ea.
Sophomore Class Advisors (2)	\$ 630 ea.
Freshman Class Advisor (1)	\$ 630
National Honor Society	\$1,000
Drama Club	\$2,300
Drama Club Advisor	\$ 600
Musical Comedy Director	\$3,000
Musical Comedy Choreographer	\$ 540
Musical Comedy Music Director	\$1,500
Competition Play Director	\$ 600
Costume Director	\$ 300
“M” Club	\$1,300
Student Council	\$1,300
Ski Club	\$ 600
Computer Club	\$ 600
Peer Leader Advisor	\$1,000
Cheerleaders & Poms	\$4,400
Cheerleaders & Poms Asst.	\$ 600
Odyssey of the Mind	\$2,000
Pre-Med Club	\$ 600
Yearbook Advisor	\$3,500
Band Director	\$3,400
Band Color Guard	\$1,600
Band Drill Instructor	\$1,600
African American Club	\$ 600
Hispanic Club	\$ 600
Asian Club	\$ 600
Gay/Straight Alliance Advisor	\$ 600
Mustang News Advisor	\$3,500
Media Club Advisor	\$ 600
Key Club	\$1,000
Chess Club	\$1,000
Pep Band Director	\$ 500
Jazz Band Director	\$1,000
Orchestra Director	\$1,000
Chorus Advisor	\$1,000
Assistant to Principal	\$1,500
Mentor	\$ 500

Lunch Duty	\$1,800
Head Teacher	\$2,500
Vocational School Cooperative Education Coordinator	\$600
Vocational School Class Advisor	\$1,500
Fall Play Director	\$1,500
Literary Magazine Advisor	\$ 600
Mock Trial Advisor	\$ 600
Project EPIIC Advisor	\$ 300
Recreational Lunch Supervisors (3)	\$2,600
Lunch Room Monitor (4)	\$3,600 ea.
Voc School Cooperative Ed Coord	\$4,000
Drivers Ed Coordinator	\$5,000

### **Middle School Extracurricular Activities**

Yearbook	\$1,000
Student Council	\$1,500
Drama Club	\$1,000
School Newspaper	\$1,000
Chess Club	\$ 500
Sewing Club	\$ 500
Math Tutorial	\$1,000
Junior National Honor Society	\$ 750
Homework Club	\$1,000
Choir Club	\$ 500
Seasonal Intramural Sports	\$ 500
Concert Chorus	\$1,000
Art Club	\$1,000
Tech Club	\$1,000
Middle School Team Leader	\$675
Middle School Early Start Supervision & Intervention Program	\$2,500
Middle School Science Club	\$500
Middle School Technology Club	\$500

**2018-2019 School Year (2% increase)**

<b>Step</b>	<b>BA</b>	<b>B+15</b>	<b>B+30</b>	<b>B+45</b>	<b>MA</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45 or CAGS</b>	<b>M+60</b>	<b>DOC</b>
1	51,346	53,108	54,878	56,640	56,037	57,811	59,573	61,343	62,513	63,681
2	53,337	55,107	56,872	58,638	58,042	59,796	61,571	63,331	64,507	65,682
3	55,334	57,103	58,869	60,626	60,030	61,799	63,559	65,328	66,501	67,672
4	57,325	59,094	60,856	62,622	62,021	63,786	65,558	67,321	68,491	69,662
5	59,318	61,085	62,858	64,619	64,018	65,792	67,546	69,320	70,492	71,662
6	61,317	63,082	64,847	66,610	66,014	67,778	69,547	71,310	72,483	73,656
7	63,633	65,404	67,163	68,932	68,333	70,097	71,864	73,627	74,801	75,976
8	65,957	67,718	69,482	71,254	70,646	72,416	74,181	75,941	77,114	78,287
9	68,611	70,377	72,144	73,909	73,311	75,080	76,843	78,611	79,779	80,946
10	74,914	76,710	78,506	80,332	80,303	82,100	83,895	85,692	86,882	88,070
11	81,983	83,809	85,636	87,519	88,061	89,886	91,712	93,539	94,748	95,959

**2019-2020 School Year (2% increase)**

<b>Step</b>	<b>BA</b>	<b>B+15</b>	<b>B+30</b>	<b>B+45</b>	<b>MA</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45 or CAGS</b>	<b>M+60</b>	<b>DOC</b>
1	52,373	54,170	55,976	57,773	57,158	58,967	60,764	62,570	63,763	64,955
2	54,404	56,209	58,009	59,811	59,203	60,992	62,802	64,598	65,797	66,996
3	56,441	58,245	60,046	61,839	61,231	63,035	64,830	66,635	67,831	69,025
4	58,472	60,276	62,073	63,874	63,261	65,062	66,869	68,667	69,861	71,055
5	60,504	62,307	64,115	65,911	65,298	67,108	68,897	70,706	71,902	73,095
6	62,543	64,344	66,144	67,942	67,334	69,134	70,938	72,736	73,933	75,129
7	64,906	66,712	68,506	70,311	69,700	71,499	73,301	75,100	76,297	77,496
8	67,276	69,072	70,872	72,679	72,059	73,864	75,665	77,460	78,656	79,853
9	69,983	71,785	73,587	75,387	74,777	76,582	78,380	80,183	81,375	82,565
10	76,412	78,244	80,076	81,939	81,909	83,742	85,573	87,406	88,620	89,831
11	83,623	85,485	87,349	89,269	89,822	91,684	93,546	95,410	96,643	97,878

**First Half of 2020-2021 School Year (2% increase)**

<b>Step</b>	<b>BA</b>	<b>B+15</b>	<b>B+30</b>	<b>B+45</b>	<b>MA</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45 or CAGS</b>	<b>M+60</b>	<b>DOC</b>
1	53,420	55,253	57,096	58,928	58,301	60,146	61,979	63,821	65,038	66,254
2	55,492	57,333	59,169	61,007	60,387	62,212	64,058	65,890	67,113	68,336
3	57,570	59,410	61,247	63,076	62,456	64,296	66,127	67,968	69,188	70,406
4	59,641	61,482	63,314	65,151	64,526	66,363	68,206	70,040	71,258	72,476
5	61,714	63,553	65,397	67,229	66,604	68,450	70,275	72,120	73,340	74,557
6	63,794	65,631	67,467	69,301	68,681	70,517	72,357	74,191	75,412	76,632
7	66,204	68,046	69,876	71,717	71,094	72,929	74,767	76,602	77,823	79,046
8	68,622	70,453	72,289	74,133	73,500	75,341	77,178	79,009	80,229	81,450
9	71,383	73,221	75,059	76,895	76,273	78,114	79,948	81,787	83,003	84,216
10	77,940	79,809	81,678	83,578	83,547	85,417	87,284	89,154	90,392	91,628
11	85,295	87,195	89,096	91,054	91,618	93,518	95,417	97,318	98,576	99,836

**Second Half of 2020-2021 School Year (1% increase)**

<b>Step</b>	<b>BA</b>	<b>B+15</b>	<b>B+30</b>	<b>B+45</b>	<b>MA</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45 or CAGS</b>	<b>M+60</b>	<b>DOC</b>
1	53,954	55,806	57,667	59,517	58,884	60,747	62,599	64,459	65,688	66,917
2	56,047	57,906	59,761	61,617	60,991	62,834	64,699	66,549	67,784	69,019
3	58,146	60,004	61,859	63,707	63,081	64,939	66,788	68,648	69,880	71,110
4	60,237	62,097	63,947	65,803	65,171	67,027	68,888	70,740	71,971	73,201
5	62,331	64,189	66,051	67,901	67,270	69,135	70,978	72,841	74,073	75,303
6	64,432	66,287	68,142	69,994	69,368	71,222	73,081	74,933	76,166	77,398
7	66,866	68,726	70,575	72,434	71,805	73,658	75,515	77,368	78,601	79,836
8	69,308	71,158	73,012	74,874	74,235	76,094	77,950	79,799	81,031	82,265
9	72,097	73,953	75,810	77,664	77,036	78,895	80,747	82,605	83,833	85,058
10	78,719	80,607	82,495	84,414	84,382	86,271	88,157	90,046	91,296	92,544
11	86,148	88,067	89,987	91,965	92,534	94,453	96,371	98,291	99,562	100,834

**APPENDIX "B"**  
**SIDE LETTER OF AGREEMENT**  
**BETWEEN THE MEDFORD SCHOOL COMMITTEE**  
**AND THE MEDFORD TEACHERS ASSOCIATION**

This **SIDE LETTER OF AGREEMENT** is entered into by and between the Medford School Committee (hereinafter the "Committee") and the Medford Teachers Association (hereinafter the "Association") (collectively hereinafter the "Parties").

**Whereas**, the Committee and the Association are parties to a collective bargaining agreement for the period September 1, 2004 through June 30, 2007.

**Now, therefore**, in consideration of mutual covenants, the parties agree as follows:

The terms and conditions set forth in the Collective Bargaining Agreement for the period September 1, 2004 through June 30, 2007 shall remain in full force and effect for the period September 1, 2004 through June 30, 2007 except as amended herein.

**1. Article VI, Section B Work Year** - amend to read as follows:

"The work year shall be between September 1 and June 30 as determined by the School Committee. *Effective September 1, 2005*, teachers shall be required to be in attendance a period not to exceed 182 days, except in the case of a new teacher wherein 185 days shall be required. Exceptions to the provision may be made in order to comply with the requirements of the State Board of Education or any other applicable provision of law, in which case the parties shall meet forthwith to negotiate the effect of said exception."

**2. Article XXII, Insurance and Annuity Plan** - Add the following paragraph at the end of this Article to read as follows:

*"Effective July 1, 2005, the School Committee agrees to pay no less than seventy-five percent (75%) of the bargaining unit employee's health insurance premium. Effective July 1, 2006, the School Committee agrees to pay no less than eighty percent (80%) of the bargaining unit employee's health insurance premium. Effective at 11:59 p.m. on June 30, 2007, the School Committee agrees to pay no less than eighty-one percent (81%) of the bargaining unit employee's health insurance premium."*

**3. Article XXIX - Duration** - Amend Section B to read as follows:

"Negotiations for the period subsequent to June 30, 2007 shall commence after October 15, 2006, providing either party requests same in writing to the other party. The parties acknowledge a good faith attempt will be made to commence negotiations within a reasonable period of time of receiving notice, in order to provide the parties ample time to negotiate in advance of the expiration of the contract. *The parties further acknowledge that during the negotiation period defined above all provisions of the contract may be subject to negotiation except the provisions addressed in Article XXII - Insurance and Annuity Plan and the provisions addressed in Article VI, Section B - Work Year. The aforementioned exceptions shall not be subject to negotiations prior to June 30, 2009.*"

**4. This SIDE LETTER OF AGREEMENT** is subject to ratification by the parties. It is understood by the parties that the Association will not hold its ratification vote prior to the 2005-2006 school year.

**APPENDIX C**  
**Memorandum of Agreement**  
**SEI Endorsements**

This Memorandum of Agreement is entered into by and between the Medford Teachers Association and the Medford School Committee.

1. The requirement to obtain an ELL endorsement is between the individual teacher and DESE. The Medford Public Schools will only employ licensed teachers who meet the DESE requirements.
2. In the normal course of scheduling, teachers may be assigned LEP/ELL students. It is the responsibility of a teacher to maintain licensure and necessary endorsements from DESE consistent with the guidelines and timeframes promulgated by DESE.
3. Teachers who successfully complete the 45-hour DESE SEI/ELL Endorsement Course will be eligible to receive three (3) graduate equivalent credits toward salary advancement on the approved teacher salary schedule. This is a one-time opportunity per teacher and is granted without prejudice toward any other DESE requirements or endorsements.
4. Teachers who successfully complete the longer bridge course (24 hours) or shorter bridge course (10.5 hours) will be credited preapproved PDP's which can be grouped with other comparable PDP's for movement on the salary schedule pursuant to the guidelines previously issued by the School Department.
5. If DESE requires Medford to provide names of teachers to take any of the SEI courses, the School Department will provide one week's notice, if possible, to teachers whose names will be submitted.
6. Teachers will be able to use the SEI course options as part of the evaluation process in connection with student learning and professional development but not independent of other learning and practice goals.
7. The beginning of the school year 2016-2017 the Medford Public Schools will request of DESE to offer SEI/ELL endorsement courses to Medford teachers. If DESE grants Medford Public Schools authority to do so, it will offer these courses at no additional cost to the teachers. This offer of a free endorsement course is conditional on DESE authorization and approval.