

Contract

Between

The Medford Teachers Association

And

The Medford School Committee

“Dedicated to the Education of Medford Youth”

July 1, 2025, through August 31, 2028

Medford School Committee

Honorable Mayor Breanna Lungo-Koehn, Chair

Honorable Jenny Graham, Vice Chair

Honorable Paul Ruseau, Secretary

Honorable Nicole Branley

Honorable John Intoppa

Honorable Aaron Olapade

Honorable Erika Reinfeld

Medford Public Schools Bargaining Team

Honorable Jenny Graham, Vice Chair

Honorable Paul Ruseau, Secretary

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Dr. Peter Cushing, Assistant Superintendent

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Jeanine Camuso, Director of Human Resources

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Howard Greenspan, School Committee Attorney

Medford Teachers Association

Executive Board

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Jennifer Rigano, Vice-President

Audra Cashin, Secretary

Dr. Patricia Brandl, Treasurer

Shawn Morris, Financial Secretary

Jaime Taylor, Membership Coordinator

Brian Villard, Member Relations

Secondary Special Services Representative

Maureen Lavin

Middle School Special Services Representative

Becky Johnson

Elementary Special Services Representative

Ann Smith

Unified Arts Representative

Meg Richard

High School Representatives

Cameron Smith

Riley Jones

Vocational Representative

Sandra Savini

Middle School Representatives

Kathi O'Donoghue

Michael Burgholzer

Elementary Representatives

Maria Micieli

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Agreement

Between

The Medford School Committee

And

The Medford Teachers Association

The following Agreement by and between the 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.

Unless otherwise noted, all members are included in the language of this collective bargaining agreement. As such, the word “teacher” will be used in this document to describe the members herein.

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 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 Committee; provided, however, should the 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 Committee shall notify the Association regarding said change and shall meet to negotiate change. Nothing herein shall be construed to require the 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 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, Medford School Committee. If 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:

The aggrieved party and/or their representative will discuss the issue and attempt to resolve with the appropriate administrator before filing a grievance, but the aggrieved member must be present for this meeting. Union representatives may solely represent at-large issues. A written resolution to the issue must be sent to the aggrieved member or the representative within five (5) school days of the meeting. The union reserves the right to forgo this step in situations that would not allow an official grievance to be filed timely at Step 1 due to the school year ending before the five (5) school day response in this step.

Step 1. 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

with their principal or immediate supervisor. Within five (5) school 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 within five (5) school days, the grievant may present the grievance on the form provided to the Superintendent.

Step 2. 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 their 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 their grievance, which shall be in writing, to the Committee.

Step 3. The 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 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 4. If the grievance still remains unresolved between the Committee and the Association, then either party may submit the matter to arbitration within ten (10) school days of the Committee's response in Step 3, pursuant to the Labor Arbitration Rules of the American Arbitration Association, provided, however, no grievance shall be submitted to arbitration that:

4.1. 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 3.

4.2. Involves a matter which has not been presented timely according to the time limitation as set forth herein, unless modified in writing by the mutual consent of the parties.

Grievances pending or grievances that may arise during the summer vacation period shall be held in abeyance until the first scheduled day of the school year 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, subtract from, or modify any of the terms of this Agreement. The arbitrator's decision 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 (26) 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 an additional one (1) full course period (i.e., a course that meets daily) per week shall be paid an annual stipend of \$1,800. The selection of teachers to teach extra classes beyond the contractual maximum shall be made based on 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 to teach at least one (1) extra class. If all other criteria have been met and more than one teacher remains eligible, the decision shall be made at the administration's discretion.

Article 6 - Teaching Hours and Teaching Load

- A. Work Year:
 - 1. The work year shall be between the Monday before Labor Day and June 30, as determined by the Committee.
 - 2. On the first week of work, Monday and Tuesday shall be without students and Wednesday and Thursday with students. A minimum of two (2) hours on the days designated without students shall be dedicated to teacher classroom set-up. Friday shall be a non-work day.
 - 3. The Superintendent shall confer with the President of the Association about the professional development objectives of the non-student work days during this week before March 1st of the preceding school year to receive feedback.
 - 4. Teachers shall be required to be in attendance for a period not to exceed 185 days, except in the case of a new teacher, wherein 188 days shall be required. Exceptions to the provision may be made 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. No professional development days shall be held after the last school day for students.
 - 5. Early Release Days:
 - a. The district will have a total of six (6) early release days.
 - b. Educator and Student Early Release Days:
 - 1. the day before Thanksgiving;
 - 2. the day before the winter vacation break;

3. the last day of school.
 - c. Student-only early release days:
 1. One (1) early release day immediately preceding the last day of school shall be dedicated to grading, posting final grades, and/or other preparations to close out the school year, including but not limited to transition meetings, closing out student plans for summer, or any other student-focused work.
 2. Two (2) early release days will be dedicated to caregiver conferences and/or grading.
 6. Before the start of a new school year, school counselors, at the request of the Superintendent, shall report to work for up to three days for the purposes of completing the student schedules. These counselors shall be paid at the daily rate. Counselors may volunteer for an additional two days of work. Counselors will work with building principals to create a schedule.
- B. Hours (Work day and Prep periods):
1. Elementary
 - a. Teachers must be in their classrooms or a location otherwise assigned, ready to receive students by 8:25 a.m. The school day ends at 2:45 p.m.. The work day ends at 2:55 p.m. each day except as noted below in 1b.
 - b. Teachers will stay until 3:15 p.m. two (2) days per month to support the safe release of students to caregivers and buses. This schedule will be determined by building principals to meet the needs of the building-specific dismissal patterns.
 - c. Teachers shall receive a minimum of six (6) preparation periods a week, each of which is a minimum of forty-five (45) minutes.
 1. Common planning time will occur during a maximum of one (1) preparation period per week.
 2. A minimum of one designated common planning preparation period per month will be held for teamwork without the presence of the building principal/administrator(s). During these sessions, the team will produce an agenda, take attendance, and publish minutes. These documents will be provided to the building principal within five (5) school days.
 - d. There will be a minimum of five (5) minutes between each class for teachers who have different students come into their rooms. This time will provide for safe student transitions as well as classroom cleanup and setup.
 - e. Teachers shall be granted a duty-free recess period, every other day, whenever it is feasible to schedule at the particular school involved.
 - f. On days when a teacher is involved in a field trip, no compensation will be provided for the loss of such time. Scheduled time lost by virtue of classroom teacher absenteeism will not be made up.

- g. 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. The administration shall make the final determination.

2. Middle School

- a. The work day of teachers will be from 7:40 a.m. (ten (10) minutes before homeroom) to 2:35 p.m. three (3) days per week and from 7:40 a.m. to 3:05 p.m. two (2) days per week.
- b. Two (2) days per week, teachers will remain at school until 3:05 p.m. to support students. Student support days are to be published by the teachers by Friday the week before a district-approved location accessible to students outside of school hours, ensuring students are aware of the days their teachers will be accessible to them.
- c. Teachers shall receive eight (8) preparation periods per 5-day, 6-period waterfall academic schedule. Six (6) shall be used for individual preparation periods. One (1) preparation period shall be used for Team meetings. One (1) preparation period shall be used for a co-teaching preparation.
- d. Challenge courses will be one marking period in length and will be graded as pass/fail. For the 2025/2026 school year, administrators will observe but not evaluate challenge courses to promote collaboration and continuous improvement of these new course offerings. The administration and the Association will meet to assess the effectiveness of any changes to this in January 2026.

3. High School

- a. The work day for teachers will be from 7:40 a.m. (five (5) minutes before homeroom) to 2:38 p.m. four (4) days per week. One (1) day per week, teachers shall work from 7:40 a.m. to 3:15 p.m.
- b. For one day per week, teachers shall work from 7:40 a.m. to 3:15 p.m. These days are separate from the principal's meeting and will be published by the teachers by Friday the week before a district-approved location accessible to students outside of school hours, ensuring students are aware of the days their teachers will be accessible to them.
- c. All high school teachers shall teach a maximum of twenty-five (25) periods per schedule cycle with two (2) prep periods per day in a 5 day, 7 period cycle.
- d. Teachers will not be required to teach more than three (3) courses. 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.
- e. 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.

- f. Any course defined as a mini is not a teacher's primary course and will be graded pass/fail. Courses may be evaluative based on Standard II only and will not be the entire basis of an evaluation. The administration and the Association will meet to assess the effectiveness of any changes to this in January 2026.
 - g. Any teacher teaching five (5) full periods with no electives will have a maximum of 116 students. If assigned five (5) major classes, then existing high school teachers will not be required to teach classes they have not taught before for the 2025/2026 school year.
 - h. CTE teachers shall not be required to teach elective classes during the 2025/2026 school year. However, CTE teachers who wish to develop an elective will be offered a stipend for course development completed before June 30, 2025.
 - i. Community Service Learning is recognized as a valuable educational tool and is 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. Nothing herein shall be construed to prohibit the 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 requirements shall not be capricious and shall be limited to reasonable and necessary situations.
 - 5. Occupational Therapists (OTs) and Physical Therapists (PTs). The work day for OTs and PTs shall be between thirty (30) and forty (40) hours per week, with an average over any six (6) week period of thirty-five (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 unforeseen emergencies, their work days shall be scheduled at least four (4) weeks in advance.
 - 6. Board Certified Behavior Analysts (BCBAs). The work week for BCBAs shall be thirty-five (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.
 - 7. All teachers will have eight (8) days to collect additional documents requested outside of their designated daily workload. Any time request expedited under eight (8) days will be paid at the missed prep rate per hour of work.

C. Lunch Periods:

- 1. All teachers shall be given a duty-free lunch period of thirty (30) minutes. This lunch will be during the timeframe of student lunches. Nothing in this provision shall be construed to cause the reduction of the lunch period of any teacher. Should the Committee, 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 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. Staff Meetings and Evening Obligations:

1. Teachers may be required to remain after the close of school without additional compensation for a total of two and one quarter (2 ¼) hours per month for team evaluations or other professional staff meetings, provided written notice is given to the teacher one (1) week before 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. No meeting may last longer than 4:00 p.m.
2. Teachers may be required to attend two (2) evening meetings, for a duration of not more than two (2) hours each, per year.
3. Secondary teachers will be required to participate on a rotating basis in one (1) night of Graduation exercises. Participation shall be approximately once every four years.
4. CTE Instructors are required to stay for two (2) additional evening meetings to fulfill Chapter 74 Program Advisory Meetings. See Appendix A for details on compensation.

E. Preparation Periods:

1. All levels
 - a. Loss of any of this time during any school year by a teacher will be compensated at the rate of \$45.00 per period.
 - b. Elementary
 1. 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.
 2. 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 (45) minutes of 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 to cover 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.
 - c. 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 (6) 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.

F. Extracurricular Activity:

1. 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.

Article 7 - Job Security and Class Size

A. The Committee and the Association agree that no teacher with professional status on staff at the date of the execution of this contract will be terminated from employment by the Committee for any reason other than dismissal pursuant to the procedure set out in Massachusetts General Laws, Chapter 71, Section 42, for so long as class sizes, as set out in Section B, are exceeded in the areas of education in which the particular teacher with professional status has established seniority.

1. If a teacher with professional status or teachers without professional status leave the system for any reason other than death or retirement, the positions will be filled by the same number of replacements, subject to the above limitations. The Committee and the Association agree that no teaching position held by a non professional status teacher on staff at the date of execution of this contract will be eliminated by the Committee for so long as class sizes as set out in Section B, are exceeded within the specific area and level of education within the school system in which the teaching position exists, except in cases of death or retirement.
2. It is understood, agreed, and recognized by both parties that as of the effective date of this contract, various class sizes throughout the school system may, in fact, exceed the class levels as set forth in Section B, but this circumstance shall not constitute a contractual violation.
3. Further, it is agreed that if there is any change in the current number of specialist positions that diminishes the amount of available preparation time to the elementary teachers, the Committee will make immediate provisions to ensure that preparation time for teachers shall not be diminished.
4. For the duration of this contract, the parties agree that positions vacated by death or retirement of members of the bargaining unit after September 1, 1978, may be eliminated or left vacant by the Committee even if such action results in the exceeding of the class size levels as set out in Section B.

B. Class Size Levels:

1. These maximum values represent the maximum number of students assigned to any class at one time.
2. In all cases where class size exceeds the guidelines (except as noted below), building leaders will work expeditiously to reduce the enrollment of the impacted class. Employees with classes that exceed the guidelines shall immediately be entitled to any of the following provisions if agreeable to the impacted staff in concert with the union.

- a. The addition of a paraprofessional, if feasible; or
 - b. The reduction or elimination of administrative duties to be replaced by additional preparation time; or
 - c. Another method on which there is a mutual agreement between the employee and the building principal with the approval of the Association.
3. After the start of the school year, the class size maximum numbers below can be increased by up to two (2) students provided that new additions are evenly distributed.
4. High School:
- a. Maximum 25 per class for academic subjects: English, Social Studies, Mathematics, Foreign Language, Art
 - b. Maximum 24 per class for Science
 - c. Maximum 18 per class for Vocational Shop Subjects
 - d. Maximum 30 per class for Physical Education
 - e. Maximum 150 per class for Band
 - f. Maximum 100 per class for Chorus
 - g. TLP Language Based, Learning Group, Access and Connections: Medford Public Schools will follow state laws and/or guidance as of January 2025
5. Middle Schools
- a. Maximum 25 per class for academic subjects: English, Social Studies, Science, Mathematics, Foreign Language, Art, General Music
 - b. Maximum 25 per class for Physical Education
 - c. Maximum 90 per class for Band
 - d. Maximum 75 per class for Chorus
 - e. TLP Language Based, Learning Group, Access and Connections: Medford Public Schools will follow state laws and/or guidance as of January 2025
6. Elementary Schools
- a. Grades K-1: 22 Maximum per teacher
 - b. Grade 2: 24 Maximum per teacher
 - c. Grades 3-5: 25 Maximum per teacher

- d. TLP Language Based, Learning Group, Access and Connections Medford Public Schools will follow state laws and/or guidance as of January 2025
- e. In a given school year, if the district convenes a self-contained “Newcomer” English Learner program at the elementary level, the Committee will make reasonable efforts to prevent Grades 1 - 5 Newcomer classes from exceeding a total of nineteen (19) students per classroom.

In the event a classroom exceeds nineteen (19) students, additional classroom support in the form of a teacher, paraprofessional, English Learner aid, or English Learner tutoring support will be assigned to that classroom for as long as the total number of students designated as ELD Level 1 and 2 exceeds nineteen (19) students.

- 7. 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:
 - a. The 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. 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 Committee in accordance with the provisions of Section A.
 - b. 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 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. If 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 0.1 equaling 1 month of service (based on a 10-month school year).

- b. All seniority earned before June 30, 1986, shall be given full credit as computed under prior contracts. Individuals with equal seniority accrued before 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:
 - i. Teachers will be awarded credit on the seniority list based upon their budgetary compensation at all levels.
 - ii. A teacher assigned full compensation will receive 1.0 for seniority in the specific year.
 - iii. A teacher assigned a fraction of 1.0 will be assigned the very same fraction for seniority in the specific year.
 - iv. In no event shall an individual earn more than 1.0 in a specific year.
 - v. Individuals teaching split schedules may choose to put their seniority in one department.
 - vi. 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.
 - vii. Full-time teachers hired for less than a full school year shall receive seniority at the rate of 0.1 year for each month or part thereof worked.
 - viii. Teachers who are hired after June 30, 1986, who teach fewer than five (5) 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.
 - ix. In the event that a teacher is assigned a teaching schedule involving assignments in more than one department, that teacher may, at their option, elect to have all of their 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 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. 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.
3. 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.
4. In the event that 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.
5. 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 the 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 the 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.
2. During the recall period of one full calendar year, a member on recall will be placed, if they so desire, 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 their 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 they have 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.

H. All Levels:

1. Before the conclusion of the school year, each school Principal will convene meetings by grade level teams/departments and representation from the Office of Pupil Services to review prospective class lists for the succeeding school year.
2. These class assignment meetings will be used as a forum for school administrators to receive feedback from teachers with respect to the composition and level of student support needs with the prospective class roster. To maximize the level of individual support afforded to all students, all reasonable efforts will be made to ensure that the concentration of students receiving support or services via an Individualized Educational Plan (IEP) represents no more than 50% of the students in a general education setting.

I. High School Level:

1. The Committee will make all reasonable efforts to ensure teachers who are co-teaching a class for purposes of providing additional support through push-in services to students enjoy two shared planning periods per schedule cycle. For every week in which the two teachers who are co-teaching a specific class do not have at least two prep periods within that schedule cycle, each teacher will be monetarily compensated the equivalent of one missed prep period commensurate with the contractual provision governing financial compensation for missed prep periods.
2. For teachers responsible for co-teaching one (1) or more year-long classes, provided that the teacher has not co-taught year-long classes for more than three (3) years, the Committee will make available to said teachers at least eight (8) hours of professional development focused on co-teacher models and best practices. The teachers eligible for this professional development opportunity will receive the opportunity to participate in this professional development before the 90th day of the school year in which they are participating and will be compensated at the contractual hourly rate. Teachers who are not eligible for this professional development but would like to participate may do so on a voluntary basis, with up to eight (8) ineligible teachers chosen by the Association receiving compensation at the contractual hourly rate.

Article 8 - Non-Teaching Duties

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

- a. 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.
 - b. Elementary, Middle School, High 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.
 - c. 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 that 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.
- B. 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 Committee.
- C. 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 one (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.

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

- B. 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 C.2 and 10 C.3: K-8 Art; K-5 Physical Education; A V; Media; Bilingual/ESL/Multicultural; Counseling; K-8 Librarian; and Music.
 - 1. 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. All teachers shall have the right to volunteer for open positions within their certifications. All volunteers may be interviewed by the appropriate administrator(s) before an appointment to the position. All volunteers must apply in writing by the closing date for the position or within five (5) 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, at which time the teacher shall be notified of the reasons for the transfer. If 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, 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 next school year.
- D. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of interschool travel. Such teachers will be notified of any changes in their schedules at once.
 - 1. Compensation for travel expenses shall be at the rate listed in Appendix A
- E. 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 Association. 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 that become vacant or are newly created 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 their office and a copy sent to the President of the 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 within two (2) weeks after the notice is posted, indicating their interest, availability, and any special qualifications that 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 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 Medford Public Schools. Other Department of Education requirements as to purpose are incorporated by reference.

- A. All observations 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 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/caregiver, 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, they will be entitled to have a representative of the Association present.
- D. No teacher with professional status will be disciplined, reprimanded, or 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 (1) 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 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 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 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.
- E. Teaching Practice (603 CMR 35.03). Evidence may include classroom assessments, portfolios, capstone projects, if applicable, common assessments, comparable across grade or subject district-wide, and state-wide growth measures where available, including but not necessarily limited to the MCAS Student Growth Percentile (SGP) and ACCESS for English Learners. Two years of data is required for state-wide growth measures to be used as evidence.
- 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 and overall performance rating. There shall be four types of Educator Plans:
 - H. 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.
 - i. 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.

- ii. 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.
- I. 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 40 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.
- J. ESE: The Massachusetts Department of Elementary and Secondary Education.
- K. 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”).
- L. 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 primary evaluator at any one time. Each Educator, shall have one Secondary Evaluator at any one time. Evaluator(s) will be 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.

Evaluees meeting simultaneously with both the primary and secondary evaluator to discuss performance related matters may invite representation from the Medford Teachers Association to attend such meetings at their discretion.
 - 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 Evaluator(s) will be.

- iv. Notification: The Educator shall be notified in writing of their 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.

M. Evaluation Cycle: A five-component process that all Educators follow consisting of

- i. Self-Assessment;
- ii. Goal-setting and Educator Plan development;
- iii. Implementation of the Plan;
- iv. Formative Assessment/Evaluation; and
- v. Summative Evaluation.

N. Experienced Educator: An educator with Professional Teacher Status (PTS).

O. Family: Includes students' parents, legal guardians, foster parents, or primary caregivers.

P. 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.

Q. 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.

R. 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. The SMART Goal form should be signed by the educator and primary evaluator.

S. Measurable: That which can be classified or estimated in relation to a scale, rubric, or standards.

T. Multiple Measures of Student Learning: Measures must include some combination of classroom assessments, portfolios, capstone projects, if applicable common assessments, comparable across grade or subject district-wide, and state-wide growth measures where available, including but not necessarily limited to the MCAS Student Growth Percentile

(SGP) and ACCESS for English Learners. Two years of data is required for state-wide growth measures to be used as evidence.

- U. New Assignment: An educator with PTS shall be considered in a new primary assignment more than 50% when teaching under a different license.
- V. 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 actionable, targeted and constructive 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 actionable, targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- W. 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”).
- X. Performance Rating: Describes the Educator’s performance on each performance standard and overall. There shall be four performance ratings:
 - i. 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.
 - ii. Proficient: the Educator’s performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
 - iii. 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.
 - iv. 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.
- Y. 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.
- Z. Professional Teacher Status: PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.

AA. 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)

BB. 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

CC. 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.

DD. 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.

EE. 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.

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. Some combination of classroom assessments, portfolios, capstone projects, if applicable, common assessments, comparable across grade or subject district-wide, and state-wide growth measures where available, including but not necessarily limited to the MCAS Student Growth Percentile (SGP) and ACCESS for English Learners. Two years of data is required for state-wide growth measures to be used as evidence.
- 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 based on direct knowledge and relevant information pertaining to an educator's performance.

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 the 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, skills, and development.

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 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 15th) 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 their 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 classroom assessments, portfolios, capstone projects, if applicable, common assessments comparable across grade or subject district-wide, and state-wide growth measures where available, including but not necessarily limited to the MCAS Student Growth Percentile (SGP) and ACCESS for English Learners. Two years of data is required for state-wide growth measures to be used as evidence.
- C. 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 15th 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 15th 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 observation; this number may be higher. Announced observation during the school year shall be based on the protocol described in section 10B, below.
 - ii. The Educator shall have at least three 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 two 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, and any other methods considered useful by the evaluator, principal, superintendent, or other administrators are collaborative observation protocols that are non-evaluative.

- ii. The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The feedback shall be actionable, targeted and constructive. The written feedback shall be uploaded by the Evaluator to the evaluation portal for the Educator to view/access.
- 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 and educator shall confer with one another for purposes of selecting a mutually agreeable date and time, within a reasonable timeframe as determined by the Evaluator, 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.

The feedback shall be actionable, targeted and constructive. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:

- (1st) Describe the basis for the Evaluator's judgment.

(2nd) Describe actions the Educator should take to improve their performance.

(3rd) Identify support and/or resources the Educator may use in their 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 actionable, targeted and constructive 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, which may include modeling and providing coverage for peer observations, 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 that is actionable, targeted and constructive, and ratings to the Educator about their 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 8) Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS 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 actionable, targeted and constructive feedback and ratings to the Educator about their 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. 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.
- E. 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.
- F. 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.
- G. The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- H. 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.
- I. 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.
- J. 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.
- K. 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.

- L. 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.
- M. The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- N. 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 provided by or 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, modeling and peer observation.
 - iv. An outline of the specific support systems and strategies the district will employ and a plan for implementation to assist the educator in the achievement of the goals pursuant to a clearly identified timetable.
- 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. Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2. This plan will be extended to 3 years if a teacher has ratings of proficient or exemplary in all four standards pending DESE approval.

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 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. All improvement goals must be achievable commensurate to the Improvement Plan's prescribed duration.

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 their 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 their summative rating at the end of their 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 their Summative rating at the end of their 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

Activity	Completed By
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	<i>September 15</i>
Evaluator meets with educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	<i>October 1</i>
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)	<i>October 15</i>
Evaluator completes Educator Plans	<i>November 13</i>
Evaluator should complete first observation of each Educator	<i>December 4</i>
Educator submits evidence related to standards 1 thru 4 and smart goals. * or two weeks before Formative Assessment Report date established by Evaluator	<i>January 22 *</i>
Evaluator should complete mid-cycle Formative Assessment	<i>February 12</i>
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	<i>March 7</i>
Educators submits evidence related to standards 1 thru 4 and smart goals. *or 4 weeks prior to Summative Evaluation Report date established by evaluator	<i>April 18 *</i>

Activity	Completed By
Evaluator completes Summative Evaluation Report and meets with the non-PTS Educator	<i>May 20</i>
Evaluator completes Summative Evaluation Report for the PTS educator on a one year plan	<i>May 23</i>
Evaluator meets with Educator	<i>June 6</i>
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

Activity	Completed By
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	<i>September 15, year 1</i>
Evaluator meets with educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	<i>October 1, year 1</i>
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)	<i>October 15, year 1</i>
Evaluator completes Educator Plans	<i>November 13, year 1</i>
Evaluator should complete first observation of each Educator	<i>December 4, year 1</i>
Educator submits evidence related to standards 1 thru 4 and smart goals. * or two weeks before Formative Assessment Report date established by Evaluator	<i>April 18th, year 1*</i>
Evaluator should complete mid-cycle Formative Assessment	<i>May 23rd, year 1</i>
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	<i>June 6th, year 1</i>
Educator submits evidence related to standards 1 thru 4 and smart goals. *or 4 weeks prior to Summative Evaluation Report date established by evaluator	<i>April 18 *year 2</i>
Evaluator completes Summative Evaluation Report and meets with the Educator	<i>May 20, year 2</i>
Evaluator meets with Educator	<i>June 6, year 2</i>
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.

A working day is defined as a school day. For instance, a holiday or weekend day does not constitute a working day.

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. 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. 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 exemplar may be recognized and rewarded as determined by the district through collective bargaining where applicable.

21. Intentionally Left Blank

22. Using Student feedback in Educator Evaluation

The Educator shall establish an age-appropriate method for seeking student feedback prior to the end of the current educator plan. The Educator will inform students that identifying themselves on the feedback mechanism is optional. During at least the 2022- 2023 and 2023 - 2024 school years, the feedback will be used by the educator only, to inform their self-assessment and goal setting for the subsequent educator plan. In the event either the district or the Association seek to alter the usage of student feedback subsequent to these two school years, the parties will negotiate that change in practice accordingly.

23. Using Staff feedback in Administrator Evaluation

All Educators are ensured the opportunity to provide feedback on administrators in a manner that assures the confidentiality of identity of the Educator unless the educator chooses to identify him- or herself. Educators will have the opportunity to provide feedback to their Principal, Assistant Principal, and Director or Assistant Director.

24. Intentionally Left Blank

25. General Provisions

- A. Only Administrators who are licensed may serve as 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 ensure 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.
26. No teacher will be noted, docked, or penalized on their evaluation for their course pacing during the 2025-2026 school year. At the end of the 2025/2026 school year, the administration and the Association will meet to assess any changes going forward.

Article 13 - Teacher Facilities

1. 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.
2. Space in each classroom in which teachers may safely store instructional materials and supplies.
3. 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.
4. Teachers will have reasonable access to copiers and computers in the building.
5. An appropriately furnished room is to be reserved for the exclusive use of teachers as a faculty lounge during the work day. 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 non-administrative staff;

bulletin board; comfortable and ergonomically correct furniture; refrigerator; large table; towel dispenser; microwave; and filtered water separate from the sink.

6. A serviceable desk and chair for each teacher in the Medford School system.
7. A communication system so that teachers can communicate with the main office from their classrooms.
8. A well-lighted, clean restroom for women and a well-lighted, clean restroom for men.
9. A separate private dining area for the use of teachers.
10. The Medford Public Schools will provide shop coats for shop teachers.
11. 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 Medford Public Schools 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 before posting, and should a dispute arise regarding the propriety thereof, they shall meet with the Association representatives 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.

- E. The district shall provide a week's notice to any member whose designated room/space will be used outside of school hours. The administration will guarantee the safety and preservation of all personal and school property within these rooms. Should anything be damaged, the district will repair or

replace it to working order. No member will be held responsible or accountable or receive any feedback that could result in discipline for the actions or consequences of actions of outside entities. The district will not allow any non-school entities to access any locked closets, cabinets, or areas in a teacher's space.

Article 15 - Sick Leave

A. Leave

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 (18) days of absence in any school year for which they are 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 (18) days of 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 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 (15) days of absence in any school year for which they are 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 (15) days of 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 Committee.

Any employee will be able to put in a 0.5 sick day four (4) times per school year to be able to be dismissed for $\frac{1}{2}$ of their contractual working day. These days will be counted as part of the cumulative total sick days at the end of the working year. 0.5 sick days may not be used on Fridays, professional days, on the last three days of school, or to extend school holidays.

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 that the employee has rendered the City before receiving cumulative sick leave.

After six (6) consecutive sick days (School Days), a physician's note will be required to submit to Human Resources. After the expiration of the yearly sick leave allowance, a written application for payment of salary under the cumulative sick leave plan should be made to the Superintendent within ten (10) days. The application should be accompanied by a statement from the employee's physician. Thereafter, every two (2) weeks of continued absence, the employee shall file with the Superintendent an absentee certificate signed by his or her physician.

The 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. Retirement or Death:

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 one-hundred-fifty (150) and one-hundred-ninety-nine (199) days, the maximum reimbursement shall be \$4,500. If the teacher has accrued two hundred (200) days or more, the maximum reimbursement shall be \$5,000.

C. Sick Bank

1. Sick Bank will be established for members' use once a member has exhausted their own cumulative sick leave.
2. The funding for the sick bank will be shared between the district and the members as follows:
 - a. Beginning at the start of the FY26 school year, the Committee will add one hundred (100) sick days to form the sick bank.
 - b. Thereafter, the Committee will put in one sick day per new teacher upon hire into the sick bank. The district's contribution in any given year will not exceed fifty (50) days after FY26.
 - c. Bargaining unit members will voluntarily contribute at least five (5) total days to the sick bank from your cumulative sick leave to be eligible for sick bank distribution.
 - d. Bargaining unit members may contribute an unlimited number of days to the sick bank.
 - e. If the sick leave bank drops below one hundred (100) days, each bargaining unit member will deposit one (1) sick day into the sick leave bank.
3. There will be an established committee to administer the sick leave bank. This committee will comprise an equal number of School Committee/Administration members and Medford Teachers Association members (at minimum four (4) members total). Approvals require a majority vote of the committee.
4. Requests by members shall not be unreasonably denied.

Article 16 - Temporary Leaves of Absence

- A. Bereavement Leave. A total of four (4) 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: spouse, parent, grandparent, son, daughter, grandchild, brother, sister, parents-in law or foster parents or in instances to be determined by the Superintendent. An employee shall be granted a two (2) day leave of absence at the time of death of an aunt, uncle, sister-in-law, brother-in-law, spouse's grandparents, niece, or nephew. An employee may be granted an additional paid leave of absence not to exceed three (3) days at the discretion of the Superintendent in the event of the death of any family member or close friend.
- 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. 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 of ten (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 and approved by the 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 1/185th of the teacher's annual salary for each day's absence.
- H. Employees on leave for a period of eight (8) weeks or longer shall notify the Office of the Superintendent two (2) weeks before their return during the school year and by April 15th if the leave concludes the school year.
- I. Adoption and Paternity Leave. The 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 request in writing to the Superintendent and approved by the 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 that they would have achieved had they remained actively employed in the system during the period of their absence, up to a maximum of two (2) years.
- C. Any teacher granted an 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 that they held or a substantially equivalent position.
- D. Beginning and Returning to Work from Maternity Leave: A teacher who is pregnant may remain in her position until the termination of her pregnancy; however, such a teacher may be required to commence her leave at an earlier time if she is not satisfactorily performing her duties. Additional sick leave may be granted in a manner consistent with the sick leave practices in the Medford Public Schools. Teachers shall notify the Central Office of anticipated return at least ten (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 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. Maternity/Parental/Adoption Leave. Birth and non-birth parents are eligible for 12 weeks of parental leave to recover from birth and/or to bond with their child during the first year following the birth or adoption placement of a child. Leaves may be taken as follows:
 - a. Up to 4 weeks of paid Parental Leave on consecutive workdays, paid by the district.
 - b. Up to an additional eight (8) paid work weeks may be taken, to be deducted from accumulated sick leave under [Article 15, Section A, Sick Days](#).
 - c. If both parents are employees of Medford Public Schools, both members will be entitled to the full leave. However, no more than two weeks can overlap.
 - d. The salary is prorated for less than full-time employees.
 - e. To be eligible for this benefit, the employee must have been employed for a minimum of nine (9) months.

f. FMLA may not be used to extend parental leave; however, it may be used in the event of a different qualifying event.

F. Employees on leave for a period of eight (8) weeks or longer shall notify the office of the Superintendent two (2) weeks before their return during the school year and by April 15th 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 before 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 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 teachers 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 that 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 teachers who have served for seven (7) years or longer in the Public Schools of Medford.
3. Any staff member who received a leave of absence for one half ($\frac{1}{2}$) year or more for reasons other than illness shall not receive a sabbatical leave until seven (7) years have elapsed since the granting of their 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, they shall enter into a contract to return to active service in the Medford Public Schools for a period of at least two (2) years after the expiration of the leave of absence.
5. If 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 Medford Public Schools. Any staff member will be relieved from such payment if their failure to return to complete the two (2) years is due to illness or disability, unless he is discharged from his position by the Medford Public Schools 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 their discretion, may at any time require that a teacher on sabbatical leave file reports concerning the manner in which their leave is being used.
8. There shall be no more than three (3) sabbatical leaves granted in any one school year.
9. Employees on leave for a period of eight (8) weeks or longer shall notify the office of the Superintendent two (2) weeks before their return during the school year and by April 15 if the leave concludes the school year.

Applications must be filed with the Superintendent.

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 monthly.
 2. The committee shall have at least one (1) representative from the specialist, shops, or service providers, and will address specialized professional development for these three (3) groups. The district shall provide specialized training for these three (3) groups twice (2) a year during the designated professional development times.
 3. 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.
 4. The Council shall submit minutes of each meeting to the Superintendent and the President of the Association.
 5. The Council shall meet within one (1) week of the school calendar being approved to review the mandatory professional development dates for each subsequent school year.
- 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 (1) reimbursement per fiscal year with a maximum reimbursement of \$1,000, provided the course is approved in advance by the Superintendent or 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 a content area taught by the teacher; and it advances the teacher's knowledge or skills. The superintendent or designee shall approve requests for the National Board for Professional Teaching Standards Certification. If the Superintendent 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 their lifetime for the National Board for Professional Teaching Standards Certification.
3. Applications must be submitted to the Superintendent electronically on a form created by the Superintendent and approved by the President of the Association by the deadlines outlined below. No later than two (2) weeks after each deadline, the Superintendent or designee 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 designee shall provide the President of the Association a report of all submitted applications and their determinations. Alternatively, the Superintendent may provide to the President of the Association copies of all submitted applications and their two determinations.
5. There shall be three (3) 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 course completion 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. Reimbursement requests for coursework approved for tuition reimbursement in any given fiscal year must be submitted for payment no later than September 30 following the end of that fiscal year.

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 and 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 or pedagogy designed to improve student outcomes; 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 B (SEI Endorsements).

2. Notwithstanding the previous paragraph, once a year, the Medford Public Schools shall make available to all teachers one (1) professional development offering consisting of fifteen (15) hours of Professional Development that can be used as one (1) graduate credit toward lane advancement. The professional development offering will take place during the school year, and the time(s) during which this professional development 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.
 4. Administrator approval, and the approval of the Superintendent and signature are necessary before starting a class salary increment. The form may be handed in either in paper or digital form.
- 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 of the Association so requests, in the distribution of said vouchers the following shall apply:
1. The cooperating teacher shall be given first preference for using a voucher regardless of the 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 seventyone, 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 the 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.

Any employee absent from school as a result of a compensable industrial accident or an injury sustained due to student behavior shall be paid by the District for any lost wages resulting from said injury for the first five (5) days, provided that an Incident Report has been filed consistent with the Workers' Compensation law. The five (5) days shall not be deducted from an employee's cumulative sick time.

Article 22 - Insurance and Annuity Plan

- A. The 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 Committee agrees to comply with the provisions of General. Laws, Chapter 71, Section 37B concerning Annuity Plans.
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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 (30 day following the beginning of their 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 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. 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 President of the Association, 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 Teachers 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 Massachusetts Teachers Association Annual Meeting without requiring reimbursement for substitute coverage.
- C. In addition, the Superintendent shall grant the President of the Association leave with pay up to a maximum of seven (7) additional days per school year to conduct the business of the Association.
- D. The Committee shall provide the following information about new hires to the Association monthly: 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 President of the Association 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 President of the Association within two (2) business days, and one (1) week later, only release the information required by law.

Article 27 - Parental/Caregiver Conferences

All parental/caregiver conferences shall be conducted after school hours, but at 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/caregiver 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, Google Mail, and Talking points) to take attendance, post term grades, post midterm grades if appropriate, receive and send school information about students, and communicate with parents/caregivers. Teachers will communicate with parents/caregivers based on parent/caregiver preference, i.e., responding to parents/caregivers in the platform they use to communicate with the teacher. This will vary and could include Google Mail, Talking Points, phone, and other methods of communication.

All middle and high school teachers shall use the Committee supported electronic resources (currently School Brains, Google Mail, and Talking points) to regularly and timely take attendance, record grades, post term grades, post midterm grades if appropriate, receive and send school information about students, enter discipline referrals, and communicate with parents/caregivers. The administration will enter responses to discipline in the same manner within five (5) school days of the referral to ensure teachers can follow up as needed.

Middle and high school teachers will be required to keep the District student information system of student grades up to date at least every ten (10) school days and reflect an accurate picture of students' academic standing.

If a student's grade falls below passing after progress reports, middle and high school teachers will contact the parents/caregivers.

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/caregivers 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 twenty-four (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 the 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 - Retirement Incentive Program

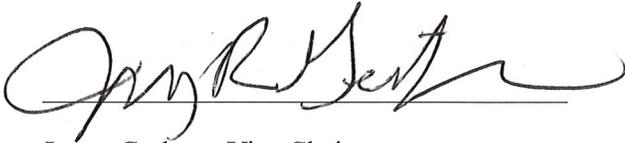
A teacher who is retiring from the Medford Public Schools at age fifty-five or older (55+) and with a minimum of twenty (20) years of service in Medford Public Schools will be eligible for the following program:

1. A teacher who submits a written notice of retirement no later than November 1st of intent to retire at the conclusion of the school year.
2. Upon completion of the school year without the use of extended leave, at retirement, the teacher will receive a \$10,000 retirement incentive.

Article 31 - Duration

- A. This agreement shall be in full force and effect until August 31, 2028, with the exception noted in Paragraph B below.
- B. Negotiations for the period subsequent to August 31, 2028, shall commence after October 15, 2027, providing either party requests the same in writing to the other party. The parties acknowledge that a good faith attempt will be made to commence negotiations within a reasonable time of receiving notice to provide the parties ample time to negotiate in advance of the expiration of the contract.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this May 19, 2025.



Jenny Graham, Vice Chair

Medford School Committee



Anthony Geehan, President

Medford Teachers Association

Appendix A

1. Increment:

Any teacher who was hired and began their service before February 1 shall be granted their increment the following September. Any teacher who was hired and began service after February first shall be granted their increment the second following September.

2. Longevity:

10 years: \$1,500

15 years: \$1,750

20 years: \$2,650

25 years: \$3,350

30 years: \$3,650

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

4. Mileage:

The amount of 70 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.

5. Differential:

A. CTE Program Teachers shall receive a salary differential each year of \$2,000 in FY26, \$2,500 in FY27, and \$3,000 in FY28.

6. Coaches:

A. Group A

Level	Sport Level	Title	Quantity	Stipend
High School	Varsity	Football - Head Coach	1	\$9,000

B. Group B

Level	Sport Level	Title	Quantity	Stipend
High School	Varsity	Baseball - Head Coach	1	\$6,000
High School	Varsity	Basketball - Head Coach B & G	2	\$6,000
High School	Varsity	Cheerleaders & Poms	1	\$6,000
High School	Varsity	Cross Country - Head Coach Coed	1	\$6,000
High School	Varsity	Hockey - Head Coach B & G	2	\$6,000
High School	Varsity	Indoor Track - Head Coach B & G	2	\$6,000

Level	Sport Level	Title	Quantity	Stipend
High School	Varsity	Lacrosse - Head Coach B & G	2	\$6,000
High School	Varsity	Outdoor Track - Head Coach B & G	2	\$6,000
High School	Varsity	Soccer - Head Coach B & G	2	\$6,000
High School	Varsity	Softball - Head Coach	1	\$6,000
High School	Varsity	Volleyball - Head Coach B & G	2	\$6,000

C. Group C

Level	Sport Level	Title	Quantity	Stipend
High School	Varsity	E- Sports Coach	1	\$5,500
High School	JV	E- Sports Coach	1	\$5,500
High School	Varsity	Golf - Head Coach	1	\$5,500
High School	Varsity	Gymnastics - Head Coach COED	1	\$5,500
High School	Varsity	Swimming - Head Coach COED	1	\$5,500
High School	Varsity	Tennis - Head Coach COED	1	\$5,500
High School	Varsity	Unified Basketball - Head Coach COED	1	\$5,500

D. Group D

Level	Sport Level	Title	Quantity	Stipend
High School	JV	Baseball - Assistant Coach	1	\$4,000
High School	JV	Basketball - Assistant Coach B & G	2	\$4,000
High School	JV	Cross Country - Assistant Coach Coed	1	\$4,000
High School	JV	Football - Assistant Coach	4	\$4,000
High School	JV	Hockey - Assistant Coach B & G	2	\$4,000
High School	JV	Indoor Track - Assistant Coach B & G	2	\$4,000
High School	JV	Lacrosse - Assistant Coach B & G	2	\$4,000
High School	JV	Soccer - Assistant Coach B & G	2	\$4,000
High School	JV	Softball - Assistant Coach	1	\$4,000
High School	JV	Volleyball - Assistant Coach B & G	2	\$4,000

E. Group E

Level	Sport Level	Title	Quantity	Stipend
High School	Freshman	Baseball	1	\$3,500
High School	Freshman	Basketball - B & G	2	\$3,500
High School		Cheerleaders & Poms Assistant Coach	1	\$3,500
High School	Freshman	Football	1	\$3,500

Level	Sport Level	Title	Quantity	Stipend
High School	JV	Gymnastics - Assistant Coach COED	1	\$3,500
High School	Freshman	Hockey - B & G	2	\$3,500
High School	Freshman	Lacrosse - B & G	2	\$3,500
High School	Freshman	Soccer - B & G	2	\$3,500
High School	Freshman	Softball	1	\$3,500
High School	JV	Swimming - Assistant Coach COED	1	\$3,500
High School	Freshman	Volleyball - B & G	2	\$3,500

F. Group F

Level	Sport Level	Title	Quantity	Stipend
Middle School		Baseball - Head Coach	1	\$3,000
Middle School		Basketball - Head Coach B & G	2	\$3,000
Middle School		Cross Country - Head Coach Coed	1	\$3,000
Middle School		E-Sports	1	\$3,000
Middle School		Flag Football - Head Coach B & G	2	\$3,000
Middle School		Outdoor Track - Head Coach COED	1	\$3,000
Middle School		Softball - Head Coach	1	\$3,000

7. Extracurriculars

Extracurricular Activities are categorized into seven (7) tiers outlined below based on their expectation of effort and corresponding level of stipend remuneration. E/M references the Elementary/Middle School level.

A. General Guidelines for Stipend Positions

1. All stipend positions will be categorized and compensated based upon the descriptions and pay scales included in the Stipend Schedule referenced below.
2. All stipend positions shall have job descriptions.
3. Unless otherwise stated on the job description, the stipend position shall report to and be accountable to the building Principal under the supervision of the Superintendent or the Superintendent's designee.
4. The approval of the stipend position is subject to available funding being provided in the fiscal year budget. Such approval will be authorized prior to the position being posted and the activity commencing.
5. All stipend positions will participate in an annual training on financial responsibility and fundraising.

6. Stipends will be posted and filled annually. Stipends are subject to annual budget appropriation.

B. Creation of New Positions

1. New stipend positions will be recommended to the Superintendent or the Superintendent's designee by the building Principal and include a short proposal describing the proposed position to be created as well as any startup costs.
2. The Superintendent will bring a list of all recommended new stipend positions to the School Committee annually for approval. No stipend position can be added or considered for compensation without School Committee approval.
3. All stipend positions for activities/clubs will have a one-year trial run before being eligible for compensation as described in the Stipend Schedule. This trial run can be waived on recommendation of the Superintendent or the Superintendent's designee.
4. In order to be eligible for compensation, a position must be brought forward to the School Committee for approval before February 1st so it can be included for funding for the following fiscal year.

C. Appointment of Stipend Positions

1. All open stipend positions will be posted and made available to all teaching staff, regardless of teaching assignment or location.
2. All stipend positions will be appointed annually, and a letter of appointment from the Superintendent will be provided when the position is awarded.
3. Stipend positions will be awarded to the candidates who have applied for the position. No one may be appointed to a stipend position that has not applied for that position.
4. First preference for positions will be given to Massachusetts Teachers Association (MTA members), subject to qualifications and skill set.
 - a. Teachers will receive first consideration for positions.
 - b. Stipend positions not filled by MTA members will then be made available and offered to qualified non-MTA members on an annual basis.
5. No stipend modification may be imposed by School Leaders. Any modification of stipend positions must be approved in writing by the Superintendent or their designee.
 - a. This includes modifications such as two assistant coaches splitting a stipend or the splitting of advisor duties between multiple people.
6. A reasonable effort will be made to ensure equitable distribution of stipend positions, and the School Leaders will make every effort to limit the number of positions held per employee per year provided that there are other qualified applicants for open stipend positions.

D. Responsibilities of Stipend Employee

1. All Stipend Employees will submit a list of students involved and the number of meetings held during the school year to the Principal prior to year-end evaluations. The Athletic Director shall provide participation information to the Principal and Superintendent for all athletics.
2. All fundraising activities shall follow the established approved fundraising process. All stipend positions will be provided with an annual financial statement that includes the funds available for that activity.
3. Any substantial changes to a stipend position (e.g., number of participants, number of meetings, etc.) should be reported to the Principal for review and modification in the next fiscal year.

E. Annual Review and Payment of Stipend Positions

1. The Superintendent or the Superintendent’s designee is responsible for assuring that the work of the stipend position has been completed, is eligible for payment, and will sign off that payment should be processed.
2. If an activity ends prematurely, the stipend for that activity will be prorated. The Principal will advise the Superintendent if there are any changes to existing stipend positions based on the current year’s participation and events.
3. The Superintendent will review all Stipend positions annually to ensure they are still current and relevant. Any changes to stipend positions regarding scope and/or compensation must be negotiated with MTA.

Tier	Description	Stipend
Tier 1	Reserved for competitive academic/performative clubs Number of meetings per month: weekly with major events & travel 60-80 hour time commitment a year Maintain accurate rosters of student attendance Establish guidelines for student expectations Preparation for student engagement Review and compliance with competition rules & regulations Monitor student eligibility Plan or participate in two to three student-centered event(s) to showcase student work or achievements	\$4,000
Tier 2	Number of meetings per month: weekly with major events 60-80 hour time commitment a year Maintain accurate rosters of student attendance Establish guidelines for student expectations Preparation for student engagement Plan or participate in two to three student-centered event(s) to showcase student work or achievements	\$3,000

Tier	Description	Stipend
Tier 2.5	Daily coverage No school-wide event or showcase Provide student monitoring and intervention as necessary Provide reports as necessary to school leadership	\$2,600
Tier 3	Number of meetings per month: weekly with preparation additional 60-80 hour time commitment a year Maintain accurate rosters of student attendance Establish guidelines for student expectations Preparation for student engagement Plan or participate in two to three student-centered event(s) to showcase student work or achievements	\$2,000
Tier 4	Number of meetings per month: weekly 40-60 hour time commitment a year Maintain accurate rosters of student attendance Establish guidelines for student expectations Plan or participate in one to two student-centered event(s) to showcase student work or achievements	\$1,500
Tier 1 E/M	Number of meetings per month: weekly 40-55 hour time commitment a year Maintain accurate rosters of student attendance Establish guidelines for student expectations Plan or participate in one student-centered event to showcase student work or achievements Coverage Positions Provide attentive coverage for students	\$2,000
Tier 2 E/M	Number of meetings per month: 2 - 3 35-50 hour time commitment a year Maintain accurate rosters of student attendance Establish guidelines for student expectations Plan or participate in one student-centered event to showcase student work or achievements Coverage Positions Provide attentive coverage for students	\$1,300
Tier Mentor	Mentor. See Job Description. Each additional Mentee adds \$300.	\$1,400

F. High School Extracurricular

Type	Title	Tier	Quantity	Stipend
Extra Curricular	"M" Club	Tier 4	1	\$1,500
Academic	Advisory Build Committee	Tier 3	5	\$2,000
Extra Curricular	Anime	Tier 4	1	\$1,500
Extra Curricular	Art Club	Tier 4	1	\$1,500
Extra Curricular	Asian Club	Tier 4	1	\$1,500
Extra Curricular	Assistant Band Director	Tier 2	1	\$3,000

Type	Title	Tier	Quantity	Stipend
Extra Curricular	Band Color Guard	Tier 2	1	\$3,000
Extra Curricular	Band Director	Tier 1	1	\$4,000
Extra Curricular	Band Drill Instructor	Tier 2	1	\$3,000
Extra Curricular	Black Student Union	Tier 3	1	\$2,000
Extra Curricular	Ceramics	Tier 4	1	\$1,500
Extra Curricular	Chess Club	Tier 4	1	\$1,500
Academic	Chorus Advisor	Tier 2	1	\$3,000
CTE	Co-op Coordinator	Tier 1	1	\$4,000
Academic	Co-Teaching Advisor	Tier 4	1	\$1,500
Extra Curricular	Competition Play Director	Tier 2	1	\$3,000
Extra Curricular	Costume Director	Tier 4	1	\$1,500
Academic	Culture, Climate, Diversity, and Inclusion Committee	Tier 4	6	\$1,500
Extra Curricular	Drama Club	Tier 2	1	\$3,000
Academic	Ethics Bowl	Tier 1	1	\$4,000
Extra Curricular	Fall Play Director	Tier 2	1	\$3,000
Academic	Fells Ed Coordinator	Tier 3	1	\$2,000
Extra Curricular	Freshman Class Advisor	Tier 4	2	\$1,500
Extra Curricular	Gay Straight Alliance Advisor	Tier 4	2	\$1,500
Academic	Instructional Leadership Team	Tier 3	7	\$2,000
Extra Curricular	Jazz Band Director	Tier 3	1	\$2,000
Extra Curricular	Junior Class Advisors	Tier 2	2	\$3,000
Academic	Lead Teachers	Tier 2	4	\$3,000
Academic	Library Advisory	Tier 4	1	\$1,500
Coverage	Lunch/Recreational Supervisor	Tier 2.5	8	\$2,600
Academic	Math Team	Tier 4	2	\$1,500
Academic	Mentor + \$300 per additional mentee	Tier Mentor	# As Needed	\$1,400
Academic	Mission and Vision Committee	Tier 3	5	\$2,000
Academic	Mock Trial Advisor	Tier 3	1	\$2,000
Academic	Model United Nations	Tier 1	1	\$4,000
Extra Curricular	Musical Comedy Choreographer	Tier 2	1	\$3,000
Extra Curricular	Musical Comedy Director	Tier 2	1	\$3,000
Academic	Mustang News Advisor	Tier 4	1	\$1,500
Academic	National Art Honor Society	Tier 4	1	\$1,500

Type	Title	Tier	Quantity	Stipend
Academic	National Honor Society	Tier 4	1	\$1,500
Academic	National Technical Honor Society	Tier 4	1	\$1,500
Academic	NEASC Accreditation Chairs	Tier 3	4	\$2,000
Academic	NEASC Collaborative Conference advisors and writers	Tier 3	4	\$2,000
Academic	Non-Traditional Club	Tier 4	1	\$1,500
Extra Curricular	Orchestra Director	Tier 2	1	\$3,000
Extra Curricular	Pep Band Director	Tier 3	1	\$2,000
Academic	Project EPIIC Advisor	Tier 3	2	\$2,000
Academic	Robotics Club (Competition)	Tier 1	1	\$4,000
Extra Curricular	Roots and Shoots (Garden Club)	Tier 4	1	\$1,500
Academic	Science Club/Team	Tier 4	1	\$1,500
Academic	Science Team	Tier 4	1	\$1,500
Extra Curricular	Senior Class Advisor	Tier 2	2	\$3,000
CTE	Shop Supervisor	Tier 4	15	\$1,500
Academic	SkillsUSA Advisor	Tier 3	1	\$2,000
Extra Curricular	Sophomore Class Advisor	Tier 3	2	\$2,000
Extra Curricular	Student Council	Tier 2	1	\$3,000
Extra Curricular	Students For Society	Tier 4	1	\$1,500
Academic	Vocational DECA	Tier 1	1	\$4,000
Academic	Welding Club	Tier 4	1	\$1,500
Academic	World Language Club	Tier 4	1	\$1,500
Academic	Yearbook Advisor	Tier 1	1	\$4,000

G. Middle Schools Extracurricular

Type	Title	Tier	Quantity	Stipend
Academic	Lead Teacher	Tier 1 E/M	12	\$2,000
Extra Curricular	Art Club	Tier 2 E/M	2	\$1,300
Extra Curricular	Chess Club (shared)	Tier 2 E/M	1	\$1,300
Extra Curricular	Concert Chorus (shared)	Tier 1 E/M	1	\$2,000
Extra Curricular	Cultural Diversity Club	Tier 2 E/M	2	\$1,300
Extra Curricular	D&D (Dungeons and Dragons) Club (shared)	Tier 2 E/M	1	\$1,300
Extra Curricular	Drama Club (shared)	Tier 1 E/M	2	\$2,000
Extra Curricular	Ethics Bowl (shared)	Tier 2 E/M	1	\$1,300
Extra Curricular	Fiber Arts (Sewing Club) (shared)	Tier 2 E/M	1	\$1,300

Type	Title	Tier	Quantity	Stipend
Extra Curricular	Future STEM Club (shared)	Tier 2 E/M	1	\$1,300
Extra Curricular	Gay Straight Alliance (GSA) Club	Tier 2 E/M	2	\$1,300
Academic	GEMS Club (Girls Exploring Math and Sciences)	Tier 2 E/M	1	\$1,300
Extra Curricular	Lego Club (shared)	Tier 2 E/M	1	\$1,300
Extra Curricular	MathCounts Club (Formerly Math Tutorial)	Tier 2 E/M	2	\$1,300
Academic	Mentor + \$300 per additional mentee	Tier Mentor	# As Needed	\$1,400
Coverage	Morning Supervisory	Tier 1 E/M	1	\$2,000
Extra Curricular	Movie Club (shared)	Tier 2 E/M	1	\$1,300
Extra Curricular	Book Club (shared)	Tier 2 E/M	1	\$1,300
Extra Curricular	Jazz Band (shared)	Tier 2 E/M	1	\$1,300
Extra Curricular	String Ensemble (shared)	Tier 1 E/M	1	\$2,000
Extra Curricular	Outgoing & Environmental Club (shared)	Tier 2 E/M	1	\$1,300
Extra Curricular	Puzzles and Games Club (shared)	Tier 2 E/M	1	\$1,300
Extra Curricular	Robotics (shared)	Tier 2 E/M	1	\$1,300
Extra Curricular	Science Club (shared)	Tier 2 E/M	1	\$1,300
Extra Curricular	Seasonal Intramural Sports (2 per season & Shared between schools)	Tier 2 E/M	6	\$1,300
Extra Curricular	Student Council	Tier 1 E/M	2	\$2,000
Extra Curricular	Volleyball Club (formerly Seasonal Intramural Sports) (shared)	Tier 2 E/M	1	\$1,300
Extra Curricular	Yearbook	Tier 2 E/M	1	\$1,300
Academic	Technology Club	Tier 1 E/M	1	\$2,000

H. Elementary Schools Extracurricular

Type	Title	Tier	Quantity	Stipend
Academic	After School Academic Intervention/Support (requires late buses at the elementary level)	Tier 1 E/M	8	\$2,000
Academic	Antibias/Antiracist Team Member	Tier 2 E/M	16	\$1,300
Extra Curricular	Art Club	Tier 2 E/M	4	\$1,300
Academic	Instructional Leadership Team Member	Tier 1 E/M	16	\$2,000
Coverage	Late Bus Duty	Tier 1 E/M	4	\$2,000
Academic	Lead Teacher	Tier 1 E/M	8	\$2,000
Extra Curricular	Math Club	Tier 2 E/M	4	\$1,300
Academic	Mentor + \$300 per additional mentee	Tier Mentor	# As Needed	\$1,400

Type	Title	Tier	Quantity	Stipend
Extra Curricular	STEM Club	Tier 2 E/M	4	\$1,300
Extra Curricular	Student Council	Tier 2 E/M	4	\$1,300
Extra Curricular	Treblemakers Chorus	Tier 2 E/M	4	\$1,300
Coverage	Lunch Duty	Tier 1 E/M	4	\$2,000

8. Vocational School Occupational Education Teachers Placement on 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

9. Vocational School Teachers are required to work an additional four (4) hours at evening events and receive compensation of \$400 per year for these extra hours.

10. Compensation:

FY26, July 1, 2025 - June 30, 2026										
8% total increase (3.85% for 15 minutes added to school day, 1.09% for two (2) additional days of work, 0.31% to compensate for schedule implementation work, and COLA of 2.75%), Step 10 and Step 11 add \$1,000 after 8% has been applied										
Step	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45 or CAGS	MA+60	DOC
1	\$65,932	\$68,196	\$70,470	\$72,730	\$71,957	\$74,233	\$76,497	\$78,770	\$80,272	\$81,773
2	\$68,490	\$70,761	\$73,029	\$75,297	\$74,532	\$76,784	\$79,063	\$81,324	\$82,833	\$84,342
3	\$71,055	\$73,326	\$75,592	\$77,850	\$77,086	\$79,356	\$81,616	\$83,889	\$85,394	\$86,897
4	\$73,610	\$75,884	\$78,144	\$80,412	\$79,639	\$81,908	\$84,181	\$86,445	\$87,949	\$89,452
5	\$76,169	\$78,439	\$80,715	\$82,976	\$82,205	\$84,484	\$86,736	\$89,013	\$90,518	\$92,021
6	\$78,736	\$81,004	\$83,271	\$85,534	\$84,768	\$87,034	\$89,306	\$91,569	\$93,076	\$94,581
7	\$81,711	\$83,984	\$86,243	\$88,515	\$87,746	\$90,011	\$92,281	\$94,545	\$96,051	\$97,560
8	\$84,695	\$86,956	\$89,222	\$91,497	\$90,716	\$92,987	\$95,256	\$97,515	\$99,021	\$100,529
9	\$88,103	\$90,372	\$92,641	\$94,906	\$94,139	\$96,410	\$98,674	\$100,944	\$102,445	\$103,942
10	\$97,195	\$99,503	\$101,810	\$104,155	\$104,116	\$106,424	\$108,729	\$111,038	\$112,565	\$114,090
11	\$106,274	\$108,619	\$110,965	\$113,382	\$114,078	\$116,423	\$118,766	\$121,112	\$122,666	\$124,220

FY27, July 1, 2026 - June 30, 2027

2.5% increase

Step	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45 or CAGS	MA+60	DOC
1	\$67,581	\$69,901	\$72,232	\$74,548	\$73,756	\$76,089	\$78,409	\$80,739	\$82,279	\$83,817
2	\$70,203	\$72,530	\$74,855	\$77,179	\$76,395	\$78,703	\$81,040	\$83,357	\$84,904	\$86,450
3	\$72,831	\$75,159	\$77,482	\$79,797	\$79,013	\$81,340	\$83,656	\$85,986	\$87,529	\$89,070
4	\$75,451	\$77,781	\$80,097	\$82,422	\$81,630	\$83,956	\$86,286	\$88,606	\$90,148	\$91,688
5	\$78,074	\$80,400	\$82,733	\$85,050	\$84,260	\$86,596	\$88,904	\$91,238	\$92,781	\$94,322
6	\$80,705	\$83,029	\$85,352	\$87,672	\$86,887	\$89,210	\$91,539	\$93,859	\$95,403	\$96,946
7	\$83,754	\$86,084	\$88,399	\$90,728	\$89,940	\$92,261	\$94,588	\$96,909	\$98,453	\$99,999
8	\$86,813	\$89,130	\$91,453	\$93,785	\$92,984	\$95,312	\$97,638	\$99,953	\$101,496	\$103,042
9	\$90,305	\$92,631	\$94,957	\$97,279	\$96,493	\$98,821	\$101,141	\$103,467	\$105,006	\$106,541
10	\$99,625	\$101,990	\$104,355	\$106,759	\$106,718	\$109,084	\$111,447	\$113,814	\$115,379	\$116,942
11	\$108,931	\$111,335	\$113,739	\$116,216	\$116,930	\$119,334	\$121,735	\$124,140	\$125,732	\$127,326

FY28, July 1, 2027 - June 30, 2028

2.5% increase

Step	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45 or CAGS	MA+60	DOC
1	\$69,270	\$71,648	\$74,038	\$76,412	\$75,600	\$77,991	\$80,369	\$82,758	\$84,336	\$85,913
2	\$71,958	\$74,344	\$76,726	\$79,109	\$78,305	\$80,671	\$83,066	\$85,441	\$87,027	\$88,612
3	\$74,652	\$77,038	\$79,419	\$81,792	\$80,988	\$83,373	\$85,748	\$88,136	\$89,717	\$91,297
4	\$77,337	\$79,725	\$82,100	\$84,482	\$83,671	\$86,055	\$88,443	\$90,821	\$92,401	\$93,981
5	\$80,026	\$82,410	\$84,801	\$87,177	\$86,366	\$88,761	\$91,127	\$93,519	\$95,100	\$96,680
6	\$82,722	\$85,105	\$87,486	\$89,864	\$89,060	\$91,440	\$93,827	\$96,205	\$97,788	\$99,369
7	\$85,847	\$88,236	\$90,609	\$92,996	\$92,188	\$94,567	\$96,952	\$99,331	\$100,914	\$102,499
8	\$88,983	\$91,359	\$93,739	\$96,129	\$95,309	\$97,695	\$100,079	\$102,452	\$104,034	\$105,619
9	\$92,563	\$94,947	\$97,330	\$99,711	\$98,905	\$101,291	\$103,669	\$106,054	\$107,631	\$109,204
10	\$102,116	\$104,540	\$106,964	\$109,428	\$109,386	\$111,811	\$114,233	\$116,659	\$118,263	\$119,866
11	\$111,654	\$114,118	\$116,582	\$119,122	\$119,853	\$122,317	\$124,779	\$127,244	\$128,876	\$130,509

Appendix B - 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.

Appendix C - Historical Financials

Moved from Article 5:F. The salary for Occupational Therapists and Physical Therapists who began their employment after the ratification of the 2015-2018 collection bargaining agreement shall be placed on the appropriate step and lane as provided for in this agreement. The salary for each Occupational Therapists and Physical Therapists 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.

Moved from Appendix A: COVID-related one-time, non-base pay payments:

Each MTA member shall receive three (3) one-time \$1500 payments as recognition of extraordinary service during the hardship imposed by the effects of the COVID-19 pandemic and to acknowledge the additional professional responsibilities implicit in educating a student population impacted by the COVID pandemic and, further, to encourage the retention and recruitment of highly-qualified educators in the Medford Public Schools.

Eligibility for some or all of these one-time payments, totaling not to exceed \$4500, shall be based on employment during the specific fiscal years covered by this agreement, FY 22, FY 23, and FY 24.

Members who retired immediately following FY 22 shall be eligible for the FY 22 payment of \$1500 associated with their final year of service. Individuals who left employment for reasons other than retirement shall not be eligible for these payments.

MPS shall make all reasonable efforts to pay the FY 22 \$1500 payment prior to December 31, 2022 and the FY 23 \$1500 payment, prior to January 12, 2023 and the FY 24 payment of \$1500 prior to June 30, 2023. Disbursements of these payments shall occur in three individual checks, separate from regularly scheduled payroll disbursements.

Moved from Appendix A:

7.Coaches:
GROUP A \$6,800
Head Football

GROUP B \$4,800
Head Basketball
Head Baseball

Head Softball	Pre-Med Club \$600
Head Hockey	Yearbook Advisor \$3,500
Head X-Country	Band Director \$3,400
Head In-Track	Band Color Guard \$1,600
Head Out-Track	Band Drill Instructor \$1,600
Head Lacrosse	African American Club \$600
Head Soccer	Hispanic Club \$600
Head Volleyball	Asian Club \$600
GROUP C \$4,200	Gay/Straight Alliance Advisor \$600
Head Swimming	Mustang News Advisor \$3,500
Head Gymnastics	Media Club Advisor \$600
Head Golf	Key Club \$1,000
Head Tennis	Chess Club \$1,000
Asst. Football	Pep Band Director \$500
GROUP D \$2,900	Jazz Band Director \$1,000
Asst. Basketball	Orchestra Director \$1,000
Asst. Baseball	Chorus Advisor \$1,000
Asst. Softball	Assistant to Principal \$1,500
Asst. Hockey	Mentor \$500
Asst. Soccer	Lunch Duty \$1,800
Asst. Lacrosse	Head Teacher \$2,500
Asst. In-Track	Vocational School Cooperative
Asst. Out-Track	Education Coordinator \$600
Asst. Volleyball	Vocational School Class Advisor \$1,500
GROUP E \$2,500	Fall Play Director \$1,500
Asst. Swimming	Literary Magazine Advisor \$600
Asst. Gymnastics	Mock Trial Advisor \$600
Asst. X-Country	Project EPIIC Advisor \$300
Extracurricular Activities	Recreational Lunch Supervisors (3) \$2,600
Math Teams (2) \$1,300 ea.	Lunch Room Monitor (4) \$3,600 ea.
Science Team \$1,000	Voc School Cooperative Ed Coord \$4,000
SADD \$600	Drivers Ed Coordinator \$5,000
Senior Class Advisors (2) \$1,000 ea.	Middle School Extracurricular Activities
Junior Class Advisors (2) \$850 ea.	Yearbook \$1,000
Sophomore Class Advisors (2) \$630 ea.	Student Council \$1,500
Freshman Class Advisor (1) \$630	Drama Club \$1,000
National Honor Society \$1,000	School Newspaper \$1,000
Drama Club \$2,300	Chess Club \$500
Drama Club Advisor \$600	Sewing Club \$500
Musical Comedy Director \$3,000	Math Tutorial \$1,000
Musical Comedy Choreographer \$540	Junior National Honor Society \$750
Musical Comedy Music Director \$1,500	Homework Club \$1,000
Competition Play Director \$600	Choir Club \$500
Costume Director \$300	Seasonal Intramural Sports \$500
“M” Club \$1,300	Concert Chorus \$1,000
Student Council \$1,300	Art Club \$1,000
Ski Club \$600	Tech Club \$1,000
Computer Club \$600	Middle School Team Leader \$675
Peer Leader Advisor \$1,000	Middle School Early Start Supervision
Cheerleaders & Poms \$4,400	& Intervention Program \$2,500
Cheerleaders & Poms Asst. \$600	Middle School Science Club \$500
Odyssey of the Mind \$2,000	Middle School Technology Club \$500

Moved from Article 22:

- A. 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.

Moved from Old Appendix B - Side Letter 2004 - 2007: 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. "

From Article 10A The provision which sets the average class size and composition for all assignments for guidance counselors will go into effect school year 1998-1999"

From Appendix A.6.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.

Appendix D - Side Letter of Agreement

Concerning FY25

The parties agree to the following additional terms for the FY25 School Year. This side letter of agreement is subject to ratification by the parties.

1. Medford Public Schools will offer educator stipends to help implement the new schedules in time for the FY26 school year. The stipends available are as follows:

Description	Elementary	Middle	High	Stipend
IEP Remediation (estimated 40 hours) (update/change/amend IEPs) Need job description and time expectations as it will be posted for members	5	8	8	\$2,500
Schedule Configuration (estimated 80 hours) (building the new schedule in school brains) Need job description and time expectations as it will be posted for members	0	2	3	\$5,000
Transition Task Force (estimated 20 hours) (work through operational questions) Need job description and time expectations as it will be posted for members	5	5	8	\$1,500
Aligning Scope and Sequence (estimated 40 hours) (reorganize curriculum to address changing class times) Need job description and time expectations as it will be posted for members	10	10	10	\$1,500
Challenge class (estimated 40 hours) (create middle school challenge courses) Need job description and time expectations as it will be posted for members	0	12	0	\$1,500

2. Teachers will receive an additional paycheck after the school year as follows. This does not apply to staff who are non-renewed for the FY26 school year.

FY25 Additional Pay for Schedule Remediation 3% of 2024-2025 Pay Scale + \$1000k for 10/11; Will be paid via an additional paycheck at the completion of the school year; Does not apply to staff who are non-renewed for the FY26 school year										
Step	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45 or CAGS	MA+60	DOC
1	\$1,813	\$1,876	\$1,938	\$2,000	\$1,979	\$2,042	\$2,104	\$2,166	\$2,208	\$2,249
2	\$1,884	\$1,946	\$2,009	\$2,071	\$2,050	\$2,112	\$2,174	\$2,237	\$2,278	\$2,320
3	\$1,954	\$2,017	\$2,079	\$2,141	\$2,120	\$2,183	\$2,245	\$2,307	\$2,349	\$2,390
4	\$2,024	\$2,087	\$2,149	\$2,212	\$2,190	\$2,253	\$2,315	\$2,377	\$2,419	\$2,460
5	\$2,095	\$2,157	\$2,220	\$2,282	\$2,261	\$2,324	\$2,385	\$2,448	\$2,489	\$2,531
6	\$2,165	\$2,228	\$2,290	\$2,352	\$2,331	\$2,394	\$2,456	\$2,518	\$2,560	\$2,601
7	\$2,247	\$2,310	\$2,372	\$2,434	\$2,413	\$2,476	\$2,538	\$2,600	\$2,642	\$2,683
8	\$2,329	\$2,392	\$2,454	\$2,516	\$2,495	\$2,557	\$2,620	\$2,682	\$2,723	\$2,765
9	\$2,423	\$2,485	\$2,548	\$2,610	\$2,589	\$2,652	\$2,714	\$2,776	\$2,818	\$2,859
10	\$3,646	\$3,709	\$3,773	\$3,837	\$3,836	\$3,899	\$3,963	\$4,026	\$4,068	\$4,110
11	\$3,895	\$3,960	\$4,024	\$4,091	\$4,110	\$4,174	\$4,239	\$4,303	\$4,346	\$4,389

3. On the last day of the fiscal year, teachers will receive a 1% raise in recognition of the substantial contributions required by all staff to operationalize the changes to the school day at all levels.

FY25 Salary Chart adding 1% on last day of fiscal year resulting in no additional pay in FY25 but serving as the basis for FY26										
Step	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45 or CAGS	MA+60	DOC
1	\$61,048	\$63,144	\$65,250	\$67,343	\$66,627	\$68,735	\$70,830	\$72,935	\$74,326	\$75,716
2	\$63,417	\$65,520	\$67,620	\$69,719	\$69,011	\$71,096	\$73,207	\$75,300	\$76,697	\$78,094
3	\$65,791	\$67,894	\$69,993	\$72,084	\$71,376	\$73,478	\$75,570	\$77,675	\$79,069	\$80,461
4	\$68,158	\$70,263	\$72,355	\$74,455	\$73,740	\$75,841	\$77,946	\$80,041	\$81,434	\$82,826
5	\$70,527	\$72,629	\$74,736	\$76,830	\$76,116	\$78,226	\$80,311	\$82,419	\$83,813	\$85,205
6	\$72,904	\$75,004	\$77,102	\$79,198	\$78,489	\$80,587	\$82,691	\$84,786	\$86,181	\$87,575
7	\$75,658	\$77,763	\$79,855	\$81,958	\$81,246	\$83,343	\$85,445	\$87,542	\$88,937	\$90,333
8	\$78,421	\$80,515	\$82,613	\$84,720	\$83,997	\$86,099	\$88,200	\$90,292	\$91,686	\$93,083
9	\$81,577	\$83,677	\$85,778	\$87,876	\$87,166	\$89,269	\$91,365	\$93,466	\$94,856	\$96,243
10	\$89,070	\$91,206	\$93,342	\$95,514	\$95,477	\$97,614	\$99,749	\$101,887	\$103,301	\$104,713
11	\$97,476	\$99,648	\$101,819	\$104,057	\$104,702	\$106,873	\$109,043	\$111,215	\$112,653	\$114,093