AGREEMENT

BETWEEN

THE

MEDFIELD SCHOOL COMMITTEE

AND THE

MEDFIELD TEACHERS ASSOCIATION

2019-2022

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ARTICLE I - RECOGNITION

For the purposes of collective bargaining with respect to salaries, hours, and other conditions of employment, the negotiation of collective bargaining agreements and any questions arising there under, the School Committee recognizes the Association as the exclusive bargaining agent for the professional employees covered by this contract. This contract shall presently cover classroom teachers, guidance counselors, coaches, nurses, educators, specialists, and any other teaching positions that shall develop within the school, but shall exclude coaches who are not teachers in the Medfield Public School System.

ARTICLE II - COMMITTEE RIGHTS CLAUSE

The Committee is a public body established under, and with the powers provided by, the statutes of the Commonwealth of Massachusetts. As the elected representatives of the citizens of Medfield charged with the responsibility for the quality of education in, and the efficient and economical operation of, the Medfield Public Schools, it is acknowledged that the Committee has the legal responsibility to establish the educational policies of the Medfield Public Schools.

Nothing in this Agreement shall be deemed to derogate or impair the powers and responsibilities of the Committee under the statutes of the Commonwealth or the rules and regulations of any agencies of the Commonwealth. Said rights and powers include, but in no way are construed as limited to, the subjects included in the contents of this Agreement.

As to every matter not covered by this Agreement, and except as is modified by the express language in any provision of this Agreement, the Committee retains to itself all rights and powers that it has, or may hereafter be granted by law, and may exercise the same at its discretion.

ARTICLE III - GRIEVANCE PROCEDURE

A. Definitions

1. A grievance shall be a dispute between an employee covered by this Agreement and the Committee over the interpretation or application of the provisions of this Agreement.

2. An “aggrieved person” is a person or persons making the claim.

3. A “party of interest” is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings

will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is the maximum, and every effort should be made to expedite the process.

In the event a grievance is filed on or after June 1, which if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

1. *Level One* - A teacher with a grievance will first discuss it with his/her principal or immediate superior, either directly or through the Association's school representative, with the objective of resolving the matter informally.

2. *Level Two* -
   a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, he/she may file the grievance in writing with the Chairperson of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the "PR&R Committee") within five (5) school days after the decision at Level One or fifteen (15) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairperson of the PR&R Committee will refer it to the Superintendent of Schools.

   b. The Superintendent will represent the administration at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance by the Superintendent, the Superintendent will meet with the aggrieved person in an effort to resolve it.

   c. If a teacher does not file a grievance in writing with the Chairperson of the PR&R Committee and the written grievance is not forwarded to the Superintendent within thirty (30) school days after the teacher knew or should have known of the act or condition on which the grievance is based, then the grievance will be considered as waived. A dispute as to whether a grievance has been waived under this paragraph will be subject to arbitration pursuant to Level Four.

3. *Level Three* – Level Three is available for grievances which concern matters which remain under the jurisdiction of the School Committee as a result of the Education Reform Act of 1993. Level Three shall not apply to disciplinary or operational matters. If Level Three does not apply, grievances shall proceed to Level Four. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after he/she has first met with the Superintendent, he/she may file the grievance in writing with the Chairperson of the PR&R Committee within five (5) school days after a decision by the Superintendent, or fifteen (15) school days after he/she has first met with the Superintendent, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairperson of the P&R Committee will refer it to the School Committee. Within ten (10) school days after receiving the written grievance, the School Committee will meet with the aggrieved person for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Three will, however, be rendered by the School Committee at the next normal, or regular School Committee meeting.

4. *Level Four* - If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within ten (10) school days after he/she has first met with the School Committee, he/she may, within five (5) school days after a decision by the School Committee or fifteen (15) school days after he/she has first met with the School Committee, whichever is sooner, request in writing the Chairperson of the PR&R Committee to submit his/her grievance to arbitration.

   The Chairperson of the PR&R Committee will notify the School Committee within seven (7) school days from this time as to whether or not the grievance will proceed to arbitration.

D. Arbitration

1. In the event either party elects to submit a grievance to arbitration, the arbitrator shall be selected according to and shall be governed by the following procedure:

   a. The arbitrator is to be mutually selected by the Committee and the Association. If the Committee and the Association cannot agree within ten (10) school days after written notice of intention to arbitrate has been received by either party, then the party demanding arbitration shall, within five (5) school days thereafter, upon written notice to the other, request the American Arbitration Association to provide a panel of arbitrators, said arbitrator then to be selected under the provisions of the Voluntary Labor Arbitration Rules.

   b. Each party shall bear the expense of its representatives, participants, witnesses and for the preparation and representation of its own case. The fees and expenses (if any) of the Arbitrator and the American Arbitration Association shall be shared equally by the parties, provided that the obligation of the Committee to pay shall be limited to the obligation which the Committee can legally undertake in that connection. In no event shall any present or future member of the Committee

have any personal obligation for any payment under any provision of this arbitration procedure.

c. The arbitrator shall be bound by the procedure set forth in the Voluntary Labor Arbitration Rules as now in effect or hereafter established by the American Arbitration Association. He/she shall arrive at his/her decision solely upon the facts, evidence, and contentions as presented by the parties through the arbitration proceedings. The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this agreement in reaching his/her decision shall interpret this agreement in accordance with the commonly accepted meaning of the words used herein and the principle that there are no restrictions intended upon the rights and authority of the Committee other than those expressly set forth herein. Subject to the foregoing, the decision of the arbitrator shall be final and binding upon the parties.

d. Notwithstanding anything to the contrary, no dispute or controversy shall be the subject for arbitration unless it involves a grievance as specifically defined in this contract.

E. Rights of Teachers to Representation

1. No reprisals of any kind will be taken by the School Committee or by any member of the Administration against any party in interest, any School Representative, any member of the PR&R Committee or any other participant in the grievance procedure by reason of participation in the processing of a grievance.

2. Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or an officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure. Five (5) days prior to any meeting a letter will be sent to the School Committee stating who will represent the teacher.

F. Miscellaneous

1. If, in the judgment of the PR&R Committee, a grievance affects a group or class of teachers, the PR&R Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two.

2. The PR&R Committee shall only pursue a grievance with the permission of the person directly involved with the grievance.

3. A grievance must be brought to the attention of the principal or the immediate supervisor of a teacher within five (5) working days of the date of the grievance. Failure to file a grievance or to process it within stated periods shall be deemed a waiver of the grievance. In the event there is no answer to the grievance at the appropriate level within the stated time, it shall be considered denied and the teacher may file it at the next step of the procedure.

4. Decisions rendered at Levels One, Two and Three of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the Chairperson of the PR&R Committee.

5. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

ARTICLE IV - COMPENSATION

A. Subject to the provisions of this contract and the policies of the School Committee, the salaries, hours, and other conditions of employment applicable on the effective date of this contract to the employees covered by this contract shall continue to be so applicable, except as noted in Appendices A1 and A2.

The attached salary schedules reflect the following agreement regarding salary increases:

1. September 1, 2019: All steps will receive a 2% increase.
2. July 1, 2020: All steps will receive a 2% increase.
3. July 1, 2021: All steps will receive a 2% increase on Day 1 of the contract, plus a 0.25% increase on Day 91.

B. *Teacher Payments*:

1. Teachers will be paid bi-weekly every other Thursday in twenty-six (26) payments. The first payment shall be made no later than the second Thursday after the first day of attendance required for teachers.

2. In the event of the retirement or termination of a teacher, all monies earned and owed to said teacher shall be paid at the next pay period. In the event of death of a teacher, all monies earned and owed to said teacher shall be paid to the duly-appointed administrator or executor of the deceased teacher's estate.

3. Teachers shall have their health and/or dental insurance premiums deducted in twenty-four (24) equal sums. These deductions will be made in the first two paychecks of each month.

C. *Summer Salary*: Teachers will be granted the option of receiving the balance of their salary in June for the remainder of the current contract, provided all obligations have been fulfilled. Written requests must be filed in the Superintendent's Office on or before April 30.

D. *Increments*: Formal increments will be in accordance with the salary schedule, if granted by the Superintendent of Schools, but only when the performance of the teacher has been deemed satisfactory. Such increments shall be paid until the appropriate maximum for the degree held has been reached, provided that the requirement of paragraph F of Article IV has been satisfied.

Any teacher presently on maximum on an existing salary schedule will not automatically move to maximum when a new salary schedule is adopted, providing that the withholding of a raise is for failure to complete satisfactorily three approved credits in the teacher's major teaching area or in an area related to his/her teaching assignment every three years or for professional reasons as noted below. .

The withholding of a raise for professional reasons will be initiated only after efforts have been made to assist in improvement and after notification of intention to withhold for professional reasons. This will be based upon systematic reports and/ or evaluations.

When necessary, administrators are required to explain the specific efforts and actions taken to assist affected teachers in becoming successful in their work. Reasons for withholding and the opportunity for a hearing will be provided upon request.

E. *Course Credit for Non-Professional Status Teacher*: A teacher with non-professional status must complete one 3-credit course during the three year probationary period. Should a teacher not complete this requirement, the Superintendent has the right to withhold a step increase on the salary scale in the fourth year of the teacher's service until said teacher completes the above requirement. Teachers who do not complete the course requirement during their first three years in Medfield will not receive retroactive pay for the period of time during which their step increase has been withheld.

F. *Course Credit*: After attaining Professional Teacher Status, the minimum requirement shall be one 3-credit course in each three-year period. In the event that the minimum requirement is not met, no annual increments will be granted until such time as this minimum requirement has been satisfied. It is expected that the course taken will be part of an approved college or university program leading to an advanced degree; but in any case the course selected shall be submitted to the Principal and Superintendent for review and action in accordance with its guidelines. Course credit requirements will be waived if the professional teacher has attained a recognized advanced degree in education or content area in accordance with the DESE licensure regulations.

Effective September 1, 2004, the language set forth in Article IV, section D, paragraph two and section F shall be held in abeyance provided that the Department of Education continues to maintain its current certification requirements for professional staff. In the event that the Board of Education adopts less demanding standards than are currently in place (i.e., 2003-2004 school year), the existing language in Article IV, section D, paragraph two and section F shall be automatically reinstituted and all bargaining members shall be subject to the requirements set forth therein.

G. In the event that the Superintendent requests a teacher to take a course and the teacher agrees, the Committee shall reimburse the teacher for a graduate course from an accredited institution within the teacher's area of certification and/or the teacher's area

of teaching, provided that the teacher receives a grade of B or better, or if the course is offered on a pass/fail basis, the teacher receives a pass.

In the event that a teacher chooses to take a course in pedagogy or in his/her area of certification or teaching from an accredited institution or other course/program, provided that the course/program allows for the option of earning graduate college credit and the course/program is approved in advance by the Superintendent, the following provisions will apply. The Committee shall reimburse a teacher for a course(s)/program(s) approved in advance by the Superintendent in an amount not to exceed the schedule below

Effective September 1, 2014 $750.00

Notwithstanding the foregoing provisions, the maximum amount to be expended by the Committee for such course reimbursement shall follow the schedule below:

Effective September 1, 2014 $42,500

For the first year of this contract and continuing forward, teachers shall apply for course reimbursement on a first-come, first-serve basis. Beginning July 1st preceding each school year, teachers are eligible to apply for reimbursement for one (1) course they are planning to take that summer, fall or the following spring. The Superintendent shall maintain a list of those employees who have made application for and have been granted such reimbursement. It is understood that teachers taking courses in the summer prior to the start of the school year shall not receive reimbursement until after September 1st, when the teacher submits documentation that he/she received a grade of B or better, or if the course is offered on a pass/fail basis, the teacher receives a pass. Also, beginning July 1st preceding each school year, teachers are eligible to apply for reimbursement for a second course they are planning to take that summer, fall or the following spring. In the event that there are remaining course reimbursement monies after April 1st, teachers will be eligible for reimbursement for their second course based on the date on which they submitted their request for reimbursement for a second course. Prior to April 1st a written update will be provided to the staff of available funds for reimbursement.

A teacher shall be required to teach in Medfield for a minimum of one year following receipt of tuition reimbursement, absent extenuating circumstances; otherwise the teacher shall refund any tuition reimbursement received to the school district. The parties understand and agree that no teacher shall be eligible for a second course until all other eligible teachers have been given an opportunity to apply for reimbursement for a first course.

H. *Credit for Experience*: For teachers new to the Medfield Public Schools, previous teaching experience, special skills and other non-teaching experience will be given due consideration in determining the initial salary step. While not bargaining unit members, if a long-term substitute works ninety-one (91) or more consecutive days as a long-term substitute and is subsequently re-hired the following year, the employee will receive one year's credit for his/her service.

I. *Credit for Earning Advanced Degrees*:

1. For teachers who are new to the Medfield Public Schools and hold degrees beyond the Bachelor's Degree, full credit will be given in accordance with the salary schedule.

2. Increment credit will be given for the development of curriculum with approval of procedures agreed to by the Superintendent.

3. M60/CAGS

   a. Beginning July 1, 2022, teachers who earn a CAGS degree will be eligible for lane movement into the Master's + 60 (M+60) salary lane. Any employee who holds a CAGS degree will be eligible to apply for lane movement beginning September 2, 2021.

   b. Beginning July 1, 2022, the M+60 lane on the salary schedule shall be renamed "M+60 / CAGS" to reflect the above agreement.

J. Salary adjustments will be effective in September. In order for lane movement to be retroactive to September 1, all teachers must complete the following steps: 1) all teachers who contemplate moving to a new lane shall complete their coursework by no later than September 1st; 2) all teachers shall notify the Superintendent's office in writing by no later than September 1st of their movement; and, 3) all teachers shall provide the Superintendent's office with documentation that they have completed their coursework supporting the lane change by no later than January 1st.

K. If teachers have completed their work day and are called back by the Administration to attend core meetings, said teachers will be compensated at the rate of $16.86 per hour.

L. Effective September 1, 2006, compensation for chaperoning overnight trips will be increased to $100.00 per night. For purposes of this section, whenever the Washington, D.C. trip returns to Medfield after 10:00 p.m., participating teachers shall be eligible for the stipend for that night. Teachers who normally receive a stipend for supervising an activity that organizes overnight activities will not be eligible for this additional compensation.

M. A teacher will receive salary increment if the teacher has worked a minimum of 92 days in the school year.

N. Effective September 1, 2005, members of the bargaining unit, who have served at least twenty (20) years as a teacher in the Medfield Public Schools, but less than twenty-five (25) years, shall be eligible for a longevity payment in the amount of seven hundred fifty dollars ($750.00). Members of the bargaining unit who have served at least twenty-five years (25) as a teacher in the Medfield Public Schools shall be eligible for a longevity payment in the amount of one thousand dollars ($1,000.00). Length of service to qualify for longevity payments does not revert to zero in the

event an employee has a break in service; however, any time during a break in service shall not count toward eligibility for longevity.

Effective September 1, 2016, members of the bargaining unit, who have served at least the following years as a teacher in the Medfield Public Schools shall be eligible for the following longevity payment:

10 years	$ 500.00
15 years	$1,000.00
20 years	$1,500.00
25 years	$2,000.00

O. Effective January 1, 2008, to the extent permitted by applicable federal laws and regulations, including but not limited to applicable IRS regulations, the School Committee will provide bargaining unit members with a Cafeteria Plan that will enable unit members to pay with pre-tax earnings for uninsured medical expenses (MEDCAP) and for day-care expenses for dependents (DECAP). The School Committee will pay any district-wide administrative costs and fees, and individual participating bargaining unit members shall pay any individual employee fees and costs associated with participation in either program.

ARTICLE V - EXTRA DUTIES

A. Extra duties in accordance with the following:

1. Additional compensation will be paid to teachers who perform special activities according to Appendices B, C and D.

2. The Association shall be responsible for the processing of College Course vouchers that are not used by the supervising teacher.

B. Teachers shall not be held responsible for any activities related to the distribution and collection of insurance and picture forms and money except as stated below:
Pictures and insurance:

1. Teachers will hand out the envelopes.
2. Teachers will send a list of results to the office.

C. Guidance personnel and content specialists may be required to assume reasonable supervisory duties when their work load permits.

D. Teachers shall not be responsible for the keeping of attendance registers.

E. Following the completion of the grading period, teachers shall have a reasonable period of time to complete the grading procedure.

F. During a re-organization, any teacher assigned to another classroom site who is requested to organize and work with movers during non-school time, and agrees, $18.58 per hour for the length of this contract. In the event that a teacher is assigned to another classroom or building, every effort will be made to free up a reasonable amount of time from the teacher's schedule to organize and move. Teachers may pack boxes, however, they will not be expected to lift, carry or move boxes or heavy items.

G. Effective September 1, 1997 teachers in grades K-5 shall not be assigned to supervise student lunch periods. Effective September 1, 1998 teachers in grades 6-12 shall not be assigned to supervise student lunch periods. Whenever possible aides will be assigned lunch, recess, or other duties.

H. Equitable distribution of duties will be responsibility of building principals.

ARTICLE VI - DEPARTMENT PROFESSIONAL ASSOCIATION DUES

A. Full payment of the dues for professional association membership for departments shall be made by the Medfield Public Schools.

B. A sum of up to $100.00 (1 membership) per year shall be paid to the nurses for the purpose of joining a professional association.

ARTICLE VII - CONSULTATION

Meetings of a subcommittee of the School Committee and of the Professional Rights and Responsibilities Committee shall be arranged for the purpose of dialogue. The meeting time and place of the Subcommittee shall be set by mutual agreement of the parties.

VIII – FACULTY ADVISORY COUNCIL

The council is a group of teachers that meets with the superintendent to foster positive communication and to focus on school improvement. This group will:

- be made up of representatives from each school building
- focus on school improvement issues
- meet 8 times each school year
- minutes will be kept of each meeting and disseminated to staff

ARTICLE IX - POSTING VACANCIES

A. The existence of vacancies in the school system will be communicated to the staff by posting. During the summer months, the Superintendent will advise, in writing, the President of the Association of the existence of any vacancies in the school system.

B. Openings for positions under Federal programs will be offered to the personnel of the Medfield Public Schools for application before they are advertised outside of the system.

ARTICLE X PROFESSIONAL DEVELOPMENT

For the purposes of planning and reviewing Professional Development, there shall be a committee made up of both MTA members, selected by the MTA, and administrators. Said committee will be subdivided into an Elementary cohort and a Secondary cohort, each consisting of at least one member from each grade level and the superintendent. These cohorts will meet three times a year. Once a year the two groups will meet together as the System-wide Professional Development Committee. The committee will craft a philosophy of professional development and work with the superintendent to create a 3-year professional development plan, to be updated annually in May/June. Annual/periodic surveys of teachers will be utilized to aid in the development of the 3-year plan.

ARTICLE XI - PREPARATION PERIOD

All teachers shall receive planning time which over the course of a regular five day week will average out to a minimum of forty (40) continuous minutes of individual planning time per student school day. The provisions of the Article do not apply to positions of nurse or school psychologist. In case of a financial crisis agreed upon by both the Committee and Association, a block of time may be assigned before the beginning of classes or after classes and will be considered individual planning time.

ARTICLE XII - SICK LEAVE

A. *With Pay*: Less than full time teachers will have their sick leave prorated in accordance with their equivalency status. Employees hired prior to the 2000-2001 school year shall have unlimited accumulation of sick days. All others shall be capped at 250 days.

Teachers will be entitled to the following leaves of absence with pay each school year.

1. Teachers will receive fifteen (15) days advance sick time on the first day of each contract year. If for any reason a teacher is separated from the school system during said year and has exhausted the said fifteen (15) days, then, in such event, the Committee shall deduct from any monies retained a per diem amount in accordance with the following formula: 1.5 sick leave days for each month of employment

2. Sick days with pay may be used for a teacher's personal illness or for a family illness.

3. A teacher may use up to fifteen (15) sick days per contract year for family illness.

4. Teachers may use sick leave in half day increments up to six (6) times per year.

5. Unused sick leave may be accumulated at the rate of fifteen (15) days per year.

6. A medical certificate upon request will be required at the discretion of the Superintendent after being absent for five consecutive school days.

7. If a teacher is directed to obtain a physical examination to work, the fee for such examination shall be shared equally between the School Committee and the teacher.

8. Teachers shall be notified by October 1, of each school year, of their accumulated sick leave

B. *Sick Bank Guidelines*:

A sick bank shall be established for service by September 15 of each year. The sick bank guidelines are as follows:

1. Application for withdrawals must be presented in writing to the President of the Medfield Teachers Association for approval by a 3/4 vote of a quorum of the Executive Board.

2. No member may withdraw sick days until his/her accumulated sick leave is used.

3. Up to thirty (30) days may be granted by vote of the Executive Board.

4. Additional sick days beyond the first thirty (30) may be granted, but only with the approval of the School Committee.

5. Teachers must sign an application for membership in the sick days bank.

6. The applicant's attendance profile, made available to the President, will be a prime consideration for approving requests.

7. Each applicant will be considered upon the merits of his/her individual situation.

8. When such request is approved, the President will request members to forfeit one day of their sick leave to furnish the number of sick days needed for users of the bank.

9. If more sick days have to be granted, members will be asked to give an additional day from their accumulated sick days.

10. In the event that sick days are deducted for sick bank use and are not used, they shall remain in the sick bank for future use.

11. No accumulated sick days will be deducted from a member until he/she is asked to donate to the bank.

12. All members will give days to the bank as equally as it is possible to do so. Any time a teacher donates a sick day to the sick bank, the Medfield Teachers Association President will provide the payroll office with a written list of names of those teachers donating a day and the updated total number of days remaining in the sick bank.

13. In the absence of the President, the Vice President shall carry on the duties of the President.

14. A note will be sent to the Superintendent and teacher of all actions concerning that teacher.

15. Whereas the administration of the first thirty (30) days of the sick bank rests solely upon the discretion of the bargaining unit, the administration of this section is not subject to grievance or arbitration.

C. *Sick Leave Buy Back*:

1. Employees covered by this Agreement who have completed twenty (20) years of service in the Medfield Public Schools shall be entitled, upon layoff, retirement, or in the event of death, to compensation in a lump sum according to the following formula:

   Fifty percent (50%) of the then unused accumulated sick leave will be computed at $65 per day. Provided, however, that in the event of retirement, notice of said retirement shall be given prior to December 1 of the calendar year prior to the calendar year in which employment is to be completed. Teachers hired after the conclusion of the 2006-2007 school year shall not be eligible for Sick Leave Buy Back.

2. Employees covered by this Agreement who have completed from fifteen (15) to nineteen (19) years inclusive of services in the Medfield Public Schools shall be entitled, upon layoff, retirement, or in the event of death, to compensation in a lump sum according to the following formula:

   Thirty percent (30%) of the then unused accumulated sick leave will be computed at $65 per day. Provided, however, that in the event of retirement, notice of said retirement shall be given prior to December 1 of the calendar year prior to the calendar year in which employment is to be completed. Teachers hired after the conclusion of the 2006-2007 school year shall not be eligible for Sick Leave Buy Back.

   Employees covered by this Agreement who have completed from ten (10) to fourteen (14) years inclusive of service in the Medfield Public Schools shall be entitled, upon layoff, retirement, or in the event of death, to compensation in a lump sum according to the following formula:

   Twenty percent (20%) of the then unused accumulated sick leave will be computed at $65 per day. Provided, however, that in the event of retirement, notice of said retirement shall be given prior to December 1 of the calendar year prior to the calendar year in which employment is to be completed. Teachers hired after the conclusion of the 2006-2007 school year shall not be eligible for Sick Leave Buy Back.

3. Employees covered by this Agreement who have completed from five (5) to nine (9) years inclusive of service in the Medfield Public Schools shall be entitled, upon layoff, retirement, or in the event of death, to compensation in a lump sum according to the following formula:

Ten percent (10%) of the then unused accumulated sick leave will be computed at $65 per day. Provided, however, that in the event of retirement, notice of said retirement shall be given prior December 1 of the calendar year prior to the calendar year in which employment is to be completed. Teachers hired after the conclusion of the 2006-2007 school year shall not be eligible for Sick Leave Buy Back.

4. Any bargaining unit member who retires prior to the end of a school year shall have three thousand dollars ($3,000.00) deducted from his/her final sick leave buyback amount.

ARTICLE XIII - TEMPORARY LEAVES OF ABSENCE

Teachers will be entitled to the following temporary leaves of absence with pay each school year:

A. Two (2) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. A teacher may use personal leave in half day increments up to two (2) times per year. Three (3) days leave of absence for religious reasons, at the discretion of the Superintendent. Application for personal leave will be made at least twenty-four (24) hours before taking such leave (except in case of emergencies) and the application for such leave will not be required to state the reason for taking such leave other than he/she is taking it under this section. Unused personal days will be added to a teacher's sick leave accumulation per Article XII. Less than full time teachers will have their leave under this section calculated according to the following formula: employees who work two or fewer days per week shall receive one (1) personal day per year; employees who work more than two days per week shall receive two (2) personal days per year. Additional days may be granted for a significant life event at the approval of the superintendent.

No personal day may be used before or after a school vacation, school recess, or school holiday period for the purpose of extending said vacation, recess or holiday. Additional days may be granted for a significant life event at the approval of the superintendent.

Effective September 1, 2007 and for the duration of this Agreement, bargaining unit members who are at the top step of the salary schedule and who are taking the HMO family health insurance plan shall be allowed to sell one (1) personal day per school year at a rate of four hundred dollars ($400.00) until April 1st of the school year. Bargaining unit members who are eligible for this benefit and who wish to sell one (1) personal day, must notify the superintendent's office in writing annually.

Effective September 1, 2007 and for the duration of this Agreement, bargaining unit members who are on a step of the salary schedule other than the top step and who are taking the HMO family health insurance plan shall be allowed to sell one (1) personal day per school year at a rate of one hundred fifty dollars ($150.00) until April 1st of the school year. Bargaining unit members who are eligible for this benefit and who wish to sell one

(1) personal day, must notify the superintendent's office in writing annually.

Effective September 1, 2007 and continuing for the duration of this Agreement, the Association agrees that it will continue to pay the same health insurance co-payments that it paid during the 2006-2007 school year. This Agreement shall not preclude the parties from reaching agreement on different rates for co-payments during the life of this Agreement, provided that any such agreement is reduced to writing and signed by both parties.

B. A maximum of one (1) day for the purpose of visiting schools or attending meetings or conferences of an educational nature is at the discretion of the Superintendent. Additional visitations, meetings, or conferences may be granted at the discretion of the Superintendent.

C. Time necessary for Association representatives to attend Massachusetts Teachers Association and/or National Education Association conferences and conventions at the discretion of the Superintendent.

D. Time necessary for appearances in any legal proceedings connected with the teacher's employment or with the school system.

E. Up to four (4) days, from the date of death, excluding weekends, in the event of the death of the teacher's immediate family. Up to a maximum of four (4) work days, non-cumulative, may be granted by the Superintendent in the event of a serious illness of a teacher's immediate family member. (For the purpose of this section, immediate family shall be defined as: spouse, significant other, child, parent, parent-in-law, sibling or other members of the teacher's immediate household.) Teachers will be granted up to three (3) days at any one time in the event of death, from the date of death, of a teacher's grandfather, grandmother, brother-in-law, sister-in-law, uncle, aunt, niece, nephew, cousin, grandchildren, unless said relative is a member of the immediate household, in which event the teacher will be entitled to the aforesaid four (4) days. Less than full-time teachers will have their leave under this section calculated according to the following formula: employees who work one or fewer days per week shall receive shall receive no benefit under this section; employees who work between two and three days per week shall receive two family illness days per year; employees who work between four and five days per week shall receive four family illness day per year. A reasonable extension may be granted by the Superintendent.

F *Military Pay*: Any teacher during the time of his/her service in the armed forces of the Commonwealth of the United States shall be entitled to the difference between the teacher's regularly daily rate of pay and the amount of the teacher's daily military pay, said number of days not to exceed thirty (30) in any fiscal year.

ARTICLE XIV EXTENDED LEAVE OF ABSENCE WITHOUT PAY

A. With the approval of the Superintendent, teachers upon request will be granted leaves of absence for not more than one (1) year without pay for the purpose of pursuing a full time educational program, for cultural travel, or for a work program related to his/her professional responsibilities during their absence. Upon return from such leave, a teacher shall be considered as if he/she were actively employed by the Superintendent during the leave and shall be placed on the salary schedule at the level he/she would have achieved had he/she not been absent.

B. Leave without pay shall 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 shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of this absence, up to a maximum of two years. If such person voluntarily re-enlists or extends his/her tour of duty, such action shall be considered a resignation from his/her position.

C. A leave of absence without pay or increment of up to one (1) year, or in any case no longer than the following September 1, shall be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Superintendent. If a leave of absence extends through the end of the preceding school year, notification of intent to return shall be made prior to June 1 to the Superintendent of Schools. If notification is not made, the contract of the teacher shall be considered as terminated.

D. After four (4) years of continuous employment in the Medfield School System, a teacher may be granted a leave of absence without pay for up to one year, at the discretion of the Superintendent, for health reasons. Requests for such leave will be supported by appropriate medical evidence.

E. After seven (7) years of continuous service in the Medfield Public Schools, a one school year leave of absence shall be granted for the purpose of pursuing an alternative career in education provided, however, the teacher shall have given written notice to the Superintendent by March 1 of the school year immediately preceding the school year for which the leave is to be taken. A teacher on such leave shall give written notice to the Superintendent prior to March 1 of the school year in which the leave is taken of said teacher's intent to return to his/her teaching position at the commencement of the school year immediately succeeding the leave of absence.

F. All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon return, and he/she shall be assigned to a position equivalent to the one which he/she held at the time said leave commenced.

G. All requests for leaves, extensions, or renewals of leaves shall be made and responded to in writing. Requests for such leaves and renewals shall be submitted to the Superintendent by March 1, prior to the commencement of the leave.

H. Other leaves of absence without pay may be granted by the Superintendent. In the event a teacher is absent from school without pay, the daily reduction of a teacher's pay will be by 1/184th of the yearly pay.

I. Upon return from a leave to serve in the Peace Corps, Ameri-Corps, or Fulbright-Hays exchange program, a teacher will be considered as if he/she were actively employed by the Committee during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.

ARTICLE XV - SABBATICAL LEAVE

The policy of sabbatical leave is intended to help maintain and improve the quality and efficiency of instructional service in the Medfield Public Schools. It is an additional opportunity for teachers to extend their professional competence and to better serve the Medfield Schools.

A. The Superintendent of Schools may grant the request of such leave if he/she judges it will enlarge the professional competence of the applicant and improve the general efficiency of the teaching services.

B. All professional employees are eligible for sabbatical leave and are considered in the following regulation in the term "teacher".

C. All professional employees recognized by this contract are eligible for sabbatical leave. Sabbatical leave shall be granted in accordance with the following provisions:

1. Any teacher who has completed seven or more years of continuous satisfactory service in the Medfield Public Schools may be granted a leave of absence for one semester or two semesters for study or research on a full time basis. Said teacher shall receive 50% of his/her salary.

2. The applicant shall not be eligible for subsequent leaves until he or she has served another period of seven continuous years of successful service. Those using only a part of their sabbatical will be eligible upon reapplication for the remainder without serving an additional seven years.

3. *Number of Leaves Authorized*: Not more than one (1) teacher of all teachers in the system shall be granted sabbatical leave during any given academic year. Preference to be given to requests for full year sabbaticals.

4. *Application for Leave*:
   a. Application shall be made on or before February 1 of any year. If approved, such leave shall officially begin at the beginning of either the first or second semester of the year immediately following. Each applicant shall be notified as to the disposition of his or her application no later than April 30.

b. Application shall be made upon a form prescribed by the Superintendent, and shall include a program of study or research to be followed by the teacher during the period of leave.

c. In reviewing sabbatical leaves of absence, the Superintendent shall give consideration to the use to be made of the requested leave and to seniority in service. Similarly, consideration shall be given to the reasonable and equitable distribution of the application among the different schools, grade levels, and departments.

5. If the number of teachers who apply for sabbatical leave in any year exceeds one (1) member of the total professional staff, then selection of the teacher for sabbatical leave will be made from the following groups:

   a. Teachers with long periods of service without sabbatical leave who require support in order to serve efficiently.

   b. Teachers who wish to upgrade skills in accordance with a plan for improved teaching effectiveness or improved classroom practices.

   c. Teachers who are engaged in a significant research study which will benefit the Medfield Public Schools or education in general.

   d. Teachers whose sabbatical study will lead to an advanced degree.

The application of these criteria will not be used to deny a sabbatical leave to a teacher who is eligible for sabbatical leave.

6. *Subsequent Service*: Prior to granting such leave, teachers shall enter into a written agreement with the Superintendent that upon termination of such leave he/she will return to service in the Public Schools of Medfield for a period equal to twice the length of such leave, and that in default of completing such service, he/she will refund to the Town of Medfield an amount equal to such proportion of salary received by him/her while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered, unless such teacher is incapacitated, has been discharged, or has been released for good and sufficient reasons by the Committee from this obligation.

7. *Professional Teacher Status and Pension Status:* Contributions to the retirement fund by the teacher shall continue through the period of sabbatical leave and shall count as regular service for such retirement. Professional teacher status privileges and salary increments shall continue just as they might in normal employment. Group insurance will be continued during the duration of the leave.

8. *Illness or Accident:* Should the program of study or research being pursued by the teacher on sabbatical leave be interrupted by serious accident or illness verified by the Superintendent, this unforeseen fact shall not be considered as a breach of the contractual agreement nor prejudice the teacher against receiving all rights and

benefits provided for under the terms of the sabbatical leave policy, providing the Superintendent was notified of such accident or illness by registered letter within fifteen (15) days of its occurrence.

9. *Forfeiture of Leave:* If, in the opinion of the Superintendent, the teacher on sabbatical leave is not fulfilling the purpose as stated under eligibility Section 4B for which the leave was granted, the Superintendent may terminate the leave of absence as of the date of its abuse. In the event of such termination, the teacher will return to active duty as assigned by the Superintendent.

10. *Return to Active Duty:* A teacher on sabbatical leave for the first semester of any school year shall notify the Superintendent in writing on or before December 1 of that year of his or her intention to return to duty the following semester. If leave has been granted for the second semester or the entire school year, the teacher shall give such notification on or before April 1.

11. *Reinstatement:* Upon the termination of the sabbatical leave, the teacher who has complied with the regulations set in the aforementioned paragraphs shall be reinstated in the position he or she held at the time such leave was granted, or an equivalent position, unless he or she shall agree otherwise.

E. The teacher shall, at the expiration of his/her sabbatical leave, present satisfactory evidence that the period of leave has been utilized in good faith for the purpose of which it was granted before the aforementioned reinstatement is exercised.

F. The Association shall not be held liable in the event a teacher fails to render his/her required service following his/her leave.

ARTICLE XVI – MATERNITY/PATERNITY/ADOPTION LEAVE

A. Maternity leave: Teachers shall be granted maternity leave. Such leaves to be governed by the following condition:

1. Employee without Professional Teacher Status. An employee without professional teacher status, who has been employed by the Committee for at least three (3) consecutive months as a full-time employee, shall be entitled to maternity leave for a period not to exceed twelve (12) weeks (8 weeks of which may be paid provided that the teacher in question has sufficient accrued sick leave available); if any regularly scheduled school vacation days fall during any portion of the eight week period of leave, the employee shall be entitled to additional days equal to the same number of scheduled school vacation days. This provision does not apply to summer vacation periods or Saturdays and Sundays, which fall during a school vacation period. Said leave shall be for the purpose of giving birth and recovery from any disability resulting there from. The employee shall give at least sixty (60) calendar days written notice to the Superintendent of Schools of her anticipated date of departure and intention to return to duty. Such notice shall include a written statement from her physician attesting to the employee's ability to continue performing the full duties and responsibilities of her position and giving his/her estimate of the delivery date and

shall be considered as a request for leave under the provisions of the Family and Medical Leave Act of 1993. She shall be permitted to continue on active duty until such date, provided she does perform the full duties and responsibilities of her position and furnishes additional statements from her physician upon the reasonable request of the Superintendent or his/her designee.

2. Employee with Professional Teacher Status. An employee with professional teacher status may be entitled to maternity leave for a period of up to two (2) years, except as is otherwise provided herein, from the date of its commencement, provided, wherever possible, she gives at least sixty (60) calendar days written notice to the Superintendent of Schools of her anticipated date of departure and intention to return to duty. Such notice shall include a written statement from her physician attesting to the employee's ability to continue performing the full duties and responsibilities of her position and giving his/her estimate of the delivery date and shall be considered as a request for leave under the provisions of the Family and Medical Leave Act of 1993. She shall be permitted to continue on active duty until such date, provided she does perform the full duties and responsibilities of her position and furnishes additional statements from her physician upon the reasonable request of the Superintendent or his/her designee. Normally, the employee will be permitted to return to duty only at the beginning of a school year, unless she returns within twelve (12) weeks after the commencement of her maternity leave. In the event an employee's leave of absence of one (1) year shall expire after the beginning of the school year, the leave of absence shall be extended to the beginning of the next school year to permit the employee's return to duty at such time. Under the exceptional circumstances, (such as but not limited to miscarriage or death of a child) a teacher desiring to return to her teaching duties at a time other than those set forth above may make written application for reinstatement to the Superintendent. The Superintendent may grant such reinstatement.

The employee with professional teacher status may elect to use her accumulated sick leave during her period of physical disability as a result of childbearing for a period of eight (8) weeks. Sick leave shall be paid only during the time period in which a physician certifies the employee to be physically disabled and only to the extent of the number of sick leave days the employee has accumulated. The request to use accrued sick leave shall be made in writing to the Superintendent.

3. In the event an employee fails to return to duty at the expiration of her maternity leave, the employee shall be deemed to have resigned, and the obligation of the Committee to provide a position for her shall cease.

4. All benefits to which the employee was entitled at the time of her leave of absence commenced, including any unused accumulated sick leave shall, except as is otherwise provided herein, be restored to her upon her return, and she shall, as otherwise provided herein, be assigned to the same teaching position which she held at the time such leave commenced, if such position is available, or if it is not available, to a substantially equivalent teaching position. Upon her return, the employee shall not advance in increment unless she shall have worked at least one hundred (100) days in the school year in which her leave commenced either in the

Medfield Public School system or in another school system. The Committee shall not be required to restore an employee on maternity leave to her previous or similar position due to economic conditions or other changes in operating conditions affecting employment during the period of her maternity leave; provided, however, that the employee on maternity leave shall retain any preferential consideration for any other position to which she may be entitled as of the date her leave commenced.

5. The parties recognize that the Family and Medical Leave Act (FMLA), as amended, may establish rights different from those expressed in this article. The extent that this is true, the greater of those rights (i.e. FMLA rights vs rights under this article) will control, but those greater rights will not be in addition to the lesser rights. Where an employee takes leave under one of the articles set forth in this agreement for a reason which would entitle the employee to leave under the FMLA, such leave will also be considered FMLA leave and will be deducted from the employee's statutory FMLA leave entitlement.

B. Paternity Leave: Teachers shall be granted paternity leave. Such leaves to be governed by the following conditions:

A teacher whose spouse is hospitalized for the purpose of child bearing and recovery shall be entitled to utilize up to five (5) consecutive days of accrued sick leave upon the birth of the baby and shall be granted two additional days of paid personal leave. Said two additional days of paid personal leave must be used during the period from two weeks following delivery.

C. Adoption Policy:
Bargaining unit members who adopt a child shall be entitled to utilize up to ten (10) days of accrued sick leave for adoption-related travel, court appearances, appointments with social workers or adoption agencies or attendance at other meetings or processes required in connection with the adoption of a child. Adoptive parent(s) shall be entitled to utilize up to five (5) days of accrued sick leave upon the child's arrival home. Additional time may be granted at the discretion of the Superintendent.

ARTICLE XVII - DUES DEDUCTION

A. The Committee agrees to deduct from the salaries of its employees, who voluntarily authorize it, dues for the Medfield Teachers Association, Norfolk County Teachers Association, Massachusetts Teachers Association, and the National Education Association, and to transmit the monies promptly to the treasurer of the Association. Teachers' authorizations will be in writing in the form set forth below:

DUES AUTHORIZATION CARD

Name
Address

I hereby request and authorize the Medfield School Committee to deduct from my earnings an amount sufficient to provide for regular payments of the membership dues as certified by the Medfield Teachers Association. Ten payments will be deducted in equal installments, commencing with the first September paycheck and continuing with the first paycheck of the following nine months. I understand that the Committee will discontinue such deductions for this period only if I notify the Committee in writing to do so not later than sixty (60) days prior to the commencement of the school year.

Date: Teacher's Signature:

Teacher Organizations: Medfield Teachers Association
Norfolk County Teachers Association
Massachusetts Teachers Association
National Education Association

Date: Teacher's Signature:

B. The Association named in Section A above will certify to the Committee in writing the current rate of the membership dues on or before August 1 of each year of this Agreement.

C. No later than September 1 of each year, the Committee will provide the Association with a list of those employees who have voluntarily authorized the Committee to deduct dues. The Committee will notify the Association monthly of any changes in said list. Any teacher desiring to have the Committee discontinue deductions he/she has previously authorized must notify the Committee and the Association concerned in writing by September 1 of each year for that school year's dues.

D. Inclusion in or withdrawal from payroll deductions for annuities for all employees, except those new to the system, shall commence with the first paycheck in September upon written request being received in the Business Office prior to August 15 of the same year. New employees beginning their work year in September may have annuity payments deducted if application is received prior to November 25 of that school year. In such cases, deductions for new employees would begin with the first paycheck in January.

E. All regular full time and regular part-time employees, as long as the part-time employee is at least half time, covered by this Agreement hired after December 7, 1992, will be subject to the terms of an Agency Service Fee, which shall be consistent with the regulations of the Labor Relations Commission.

As a condition of employment during the life of this Agreement, every full time member of the bargaining unit who is not also a member of the Association shall pay or, by payroll deduction, shall have agreed to pay to the Association an Agency Service Fee in an amount permitted by law.

Whenever such unit member shall not have fulfilled this condition of employment, the Committee shall act to dismiss him/her pursuant to Massachusetts General Laws Chapter 71, Section 42.

F. The Committee agrees to deduct from the salaries of its employees, the premium for either short or long-term disability insurance issued by UNUM/Vista Financial Group. Employees shall be responsible for paying 100% of the premium.

ARTICLE XVIII- TEACHING HOURS

A. Teaching hours as follows:

1. The Committee will set the starting and dismissal times of pupils.

2. The length of the teacher's work day will be seven (7) hours and fifteen (15) minutes.

3. The starting and ending times of the work day of teachers will surround the pupils' school hours.

4. Employees covered by this Agreement in special services and guidance shall work thirty-six (36) hours and fifteen (15) minutes per week. The scheduling of such hours will be made by mutual agreement between the individual employees and his/her respective supervisor.

   On days when their schedule requires teachers to travel between schools in the district, bargaining unit members may be assigned duties at the beginning or end of the day. On those days when bargaining unit members are not required to travel between schools in the district, they may be assigned duties at any time during the day.

5. Part-time teachers will maintain the same proportional work load as a full time teacher. Part-time teachers are expected to work with their supervisor to determine which faculty meetings, department meetings, and professional development they will attend.

6. Any member of the bargaining unit who is directed by the Superintendent of Schools to work beyond the work year pursuant to Section E, shall be compensated at their respective per diem rate.

B. The teaching staff shall have the opportunity to leave fifteen (15) minutes following the conclusion of the pupils' school day on Friday.

C. A teacher shall be in his/her classroom or building for as much time, either before or after the hours indicated in Section A.2 above, as he/she, in his/her professional judgment, determines is necessary to provide adequately for his/her programs and children. When reasonably necessary, a teacher will be on duty to discharge his/her professional responsibilities, such as Open House and Parent/Teacher Conferences. On any day that a teacher is expected to perform duties such as those mentioned

above, that teacher shall have the option to leave ten (10) minutes after the student day if all other commitments have been fulfilled.

D. Each teacher in the system shall have a duty-free lunch period of at least the length of the regular student lunch period. If this is impossible to schedule, particularly at the elementary level, then each teacher shall have a duty-free period of at least the length of the regular student lunch period, as near to the regular lunch period as possible.

E. *The work year of teachers*:

1. The work year will include days when pupils are in attendance, orientation days at the beginning of the school year, in-service days, and any other days on which teacher attendance is required.

2. The work year of teachers shall begin no earlier than the Monday before Labor Day and terminate no later than June 30.

3. The exception to (2) above shall be the usual and customary special orientation days for newly hired teachers occurring before the start of the school year.

4. With the exception of new teachers who attend the special orientation session above, the total work year for teachers under the provisions of this contract shall be 184 days. In the event of a waiver from the State Department of Education because of adverse weather conditions or other emergencies, the teachers' total work year will continue to be 184 days. No personal days will be granted on the last non-school work day for teachers.

F. Teachers may leave their buildings in enough time to be able to attend 3:00 p.m. Association meetings if all their professional duties are completed.

G. The current practice pertaining to the level of the work load in school year 1984-85 shall continue through the life of the Agreement.

H. Common Planning time: Teachers will meet once a week with their team/department for common planning time. These meetings will be used for common planning time and collaboration among staff members. This time may be used for grade level, cross grade and collaborative team work where professional learning communities engage in activities encompassing instruction, assessment and/or curriculum matters. These meetings will take place during the teacher contracted day.

I. Staff meeting: There will be one full faculty meeting per month September through June as needed and one curriculum (Curriculum Planning/Grade Level/Department) meeting per month. Meetings may run up to sixty (60) minutes in length and may go beyond contract hours. At least three staff meetings, including September, December, and March, shall run no more than forty-five (45) minutes in length. Meetings will be scheduled on workdays other than Fridays or days prior to holidays or school vacation. Teachers will be notified in writing at the beginning of the year of scheduled faculty meetings unless it is an emergency meeting.

J. Teacher-Led Professional Development Half Days

a. Beginning in the 2018-2019 school year, the Committee plans to implement a work year calendar which includes six (6) half-day Teacher Professional Development Days.

b. Two (2) of the six (6) half-day Teacher Professional Development Days shall be teacher-directed and designed. Teachers agree to provide the Department Chair or Building Principal with agenda in advance for each half-day, and with minutes within five (5) work days after the meeting's conclusion.

ARTICLE XIX- TEACHER ASSIGNMENT

A. Teachers will be notified of the grades and/or subjects that they will teach, and any special or unusual classes that they will have for the coming school year prior to the close of school in June, or by mail as soon as determined. Teachers who have not been notified per above by the close of school in June should inquire of their principal as to the whereabouts of their notification.

B. In order to ensure that pupils are taught by teachers working within their area of competence, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching licensure and/or their major or minor fields of study, and/or previous teaching experience.

C. In arranging the schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such teachers will be notified of any changes in their schedules as soon as practicable.

D. Teacher assignments will be made without regard to race, creed, color, religion, nationality, gender or age.

E. Teachers who desire a change in grade or subject assignment will file a written request for the change with the Content Area Specialist (if applicable), Principal, and Superintendent not later than April 1. As soon as practicable, but not later than June 30, the Superintendent will notify each teacher requesting a change of the action taken in regard to the request.

F. The decision of the Superintendent involving the selection, retention, assignment, transfer, or promotion of a teacher will be in accordance with the Education Reform Act of 1993.

G. Qualifications and specifications shall be established for all vacancies and for new positions. Qualifications for future vacancies will not be changed without prior notice.

H. In making school assignments, the administration will consider teachers' classroom profiles from previous years, taking into account the scheduling needs, financial

issues and individual student needs. This language shall not be subject to the parties' grievance and arbitration procedure.

I. Online courses for students will not be offered when the same course is already offered in the school, except in cases of scheduling issues. If an online course shows popularity (more than 8 students enrolled), best efforts will be made to offer it as an in-house course the next year.

ARTICLE XX- CLASS SIZE

A. It is desirable to limit class size, in most areas, in relation to the subject taught, type of student, physical plant, availability of staff and various support facilities and/or techniques. Class size, where practicable, should be held to a maximum of twenty-five (25) students.

B. The exceptions of (A) above are in subjects such as family and consumer science, art, business, kindergarten, physical education, music, special education, sciences, and any other areas where the safety, number of teaching stations, physical layout, and Department of Education requirements shall limit the maximum class size. Classes containing students in need of specialized instruction shall be held to a number that will permit the optimum learning conditions, insofar as it is practicable. Classes shall be so composed that the respective needs in a grade or school shall be fairly apportioned.

C. The foregoing standards are subject to modification for conformity to the policy and educational purposes of the Medfield individual approach to education, and shall not prevent the use of specialized or experimental techniques, nor will they cause split or half classes or other limitations that are unreasonable in the light of existing conditions. However, if a teacher considers that there may have been excessive departures from the agreed standards, a complaint may be filed and shall be subject to the grievance procedure.

ARTICLE XXI - OBSERVATION AND EVALUATION

Article XXI has been replaced by Appendix F.

ARTICLE XXII- REDUCTION IN FORCE

In the event of a reduction in force, said reduction shall be accomplished according to the following:

A. Non-professional teacher status teachers shall be laid off before professional teacher status teachers.

B. The Committee shall determine the order of layoff of non-professional teacher status teachers.

C. Professional teacher status teachers will be laid off according to seniority within the following groupings:

1. Elementary
    a. Preschool
    b. K-3
    c. 4-5
    d. Art
    e. Music
    f. Reading
    g. Computer Science

2. Secondary (6-12)
    a. English
    b. Social Studies
    c. Mathematics
    d. Science
    e. Foreign Language
    f. Business
    g. Industrial Arts
    h. Home Economics
    i. Art
    j. Music
    k. Reading
    l. Computer Science

3. All Levels (K-12)
    a. Physical Education
    b. Special Services
    c. Librarian
    d. Guidance
    e. Health Education

D. A teacher shall be included in one or more of the groupings (above) so long as:

1. He/she is certified to teach within said grouping(s) pursuant to Chapter 71, Section 38G of the Massachusetts General Laws; and, "Any teacher gaining professional teacher status as of September 1, 1995, will gain membership in a group when he/she is certified to teach within said grouping and he/she has a minimum of twenty (20) percent direct teaching time in the group for six (6) consecutive semesters."
2. Effective September 1, 2006, he/she is currently teaching or has taught within said grouping(s) within the past five (5) years.

E. There shall be a recall period of twenty-four (24) months from the date of layoff.

F. Recall shall be in reverse order of layoff.

G. In the event that a teacher is recalled to a position within a grouping from which he/she was not laid off, the Committee may require retraining after a meeting

between the teacher involved and the Superintendent. Such retraining shall be at the Committee's expense.

H. The Committee agrees to provide an in-service workshop for teachers whose employment is terminated due to a reduction in force.

I. Seniority shall be defined as the total length of continuous service in the bargaining unit. Teachers on unpaid leave shall not have the time on such leave credited toward their total length of service.

J. Those teachers who started working on the same day and year will be considered to have equal seniority. The Superintendent will recommend which of these teachers will be laid off if a reduction in force is necessary. This recommendation will be made as soon as practicable after Town Meeting, but in no event later than the closing date of the teachers' work year.

K. The Committee and Association shall meet prior to January 1 to draw up a seniority list and such list shall be distributed to members of the unit prior to February 1.

L. In the event a teacher is recalled, all benefits to which the teacher is entitled at the time of layoff shall be returned to the teacher when recalled to work.

M. Upon being recalled, the teacher shall be placed on the step higher on the salary schedule to that which the teacher was on at the time of the layoff.

N. Starting September 1, 2016, the following applies:

1. Non-professional teacher status teachers shall be laid off before professional status teachers.

2. In accordance with the Massachusetts General Law (Chapter 71: Section 41), layoffs are to be then to be determined by job performance and the best interest of students. This will proceed through the following steps, moving down the list in the event of a tie.
    a. Summative evaluation (1 year cycle)
    b. Standards 1 and 2, weighted equally
    c. Standards 3 and 4, weighted equally
    d. Seniority

For the purposes of #b and #c, the rankings of "Exemplary" and "Proficient" are separate categories with "Exemplary" outranking "Proficient."

ARTICLE XXIII - SUMMER WORKSHOPS

A. Teachers who are employed in the months of July and/or August shall be compensated at the following rate per hour:

2015-2018

$33.00

B. Project Leaders shall be compensated at the following rate per hour:

2015-2018
$36.00

C. Teachers who prepare and teach workshops shall be paid at the following rate per hour:

2014-2018
$36.00

ARTICLE XXIV - GENERAL

A transcribed copy of the open minutes of the School Committee meeting will be delivered to the President of the Medfield Teachers Association after each meeting. When Executive Session minutes are declassified, a copy of these minutes will also be sent to the President.

A. The names and addresses of new employees shall be sent to the President of the Association.

B. The Committee agrees to permit the installation of a telephone for the exclusive use of the Association at a mutually agreed upon location. The Association shall pay the full cost of installing and all other expenses incurred in the operation of the phone.

C. Authorized travel shall be paid at the current Town of Medfield rate.

D. Any request for resignation, except in the case of emergency personal need, shall be in writing at least four (4) weeks prior to the requested resignation date. In the event that the employee leaves the District with less than four (4) weeks notice, the employee shall forfeit three hundred ($300.00) from his/her final paycheck. In the event that the employee leaves the District with less than two (2) weeks notice, the employee shall forfeit five hundred ($500.00) from his/her final paycheck.

ARTICLE XXV – 403(b) PLAN

Effective September 1, 2008, the School Committee agrees to contribute to a 403(b) plan for all participating bargaining unit members. Any bargaining unit member wishing to participate in the program must notify the Superintendent in writing no later than December 1st preceding the first year of participation (or within four weeks of being hired). In order to be eligible to receive this benefit during the 2008-2009 school year, all bargaining unit members must notify the Superintendent in writing by no later than December 1, 2007. The Committee shall match ten percent (10%) of all bargaining unit member contributions, up to a maximum of two hundred dollars ($200.00) per member per year. Once a bargaining unit member elects to participate in the matching 403(b) plan, he/she shall be ineligible to participate in the Sick Leave Buyback benefit.

ARTICLE XXVI - DURATION

The provisions of this Agreement will be effective as of September 1, 2019 and will continue and remain in full force and effect until August 31, 2022. The parties are to enter into negotiations for a successor Agreement subsequent to September 1, 2021.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this

_____.
(Date)

MEDFIELD TEACHERS ASSOCIATION	MEDFIELD SCHOOL COMMITTEE
_____	_____
Gregory Keohan, Negotiations Chair	
_____	_____
Bonnie Wren-Burgess, President	

Negotiations Committee
Julie Colantoni
Sally DeGeorge
Marisa Gumas
Margot Hayes
Seth Hellerstein
Kate Jones
Judy Myers
John Panciocco
Eithne Stover
Erin Watson

APPENDIX A-1
TEACHER SALARY SCHEDULE
2019-2021

September 1, 2019 – 2%

	B	B+15	M	M+15	M+30	M+45	M+60	D
1	48,202	49,720	52,629	54,426	56,185	57,944	60,727	63,858
2	50,405	51,962	54,928	56,738	58,516	60,290	62,986	66,042
3	52,709	54,303	57,329	59,150	60,946	62,733	65,330	68,301
4	55,119	56,752	59,832	61,663	63,474	65,276	67,735	70,637
5	57,641	59,310	62,446	64,282	66,109	67,919	70,280	73,051
6	60,274	61,982	65,174	67,014	68,851	70,670	72,893	75,551
7	63,032	64,777	68,020	69,863	71,710	73,534	75,605	78,135
8	65,913	67,696	70,991	72,830	74,685	76,513	78,419	80,808
9	68,927	70,749	74,092	75,925	77,784	79,613	81,335	83,570
10	72,078	73,937	77,327	79,151	81,014	82,838	84,361	86,427
11	75,372	77,271	80,705	82,514	84,375	86,193	87,499	89,385
12	80,397	82,370	84,232	86,020	87,877	89,685	90,756	92,441
13			89,672	91,472	91,523	93,320	94,130	95,603
14					97,229	99,044	99,506	100,501
15							103,294	104,301

September 1, 2020 – 2%

1	49,166	50,715	53,682	55,514	57,309	59,103	61,941	65,135
2	51,413	53,001	56,027	57,873	59,686	61,496	64,246	67,362
3	53,763	55,389	58,475	60,333	62,165	63,988	66,636	69,667
4	56,222	57,887	61,029	62,896	64,743	66,581	69,090	72,050
5	58,794	60,496	63,695	65,568	67,431	69,277	71,686	74,512
6	61,480	63,222	66,477	68,354	70,228	72,084	74,351	77,062
7	64,292	66,073	69,380	71,260	73,144	75,004	77,117	79,697
8	67,231	69,050	72,411	74,287	76,178	78,044	79,987	82,424
9	70,305	72,164	75,574	77,443	79,339	81,206	82,962	85,241
10	73,519	75,416	78,874	80,734	82,634	84,495	86,048	88,155
11	76,879	78,816	82,319	84,165	86,063	87,917	89,249	91,173
12	82,005	84,017	85,917	87,741	89,634	91,478	92,571	94,290
13			91,466	93,301	93,353	95,187	96,012	97,515
14					99,173	101,025	101,496	102,511
15							105,360	106,387

September 1, 2021, days 1-90– 2%

	B	B+15	M	M+15	M+30	M+45	M+60	D
1	50,149	51,729	54,756	56,625	58,455	60,285	63,180	66,438
2	52,442	54,061	57,147	59,030	60,880	62,725	65,531	68,710
3	54,839	56,497	59,645	61,540	63,408	65,267	67,969	71,060
4	57,346	59,044	62,249	64,154	66,038	67,913	70,472	73,491
5	59,970	61,706	64,969	66,879	68,780	70,663	73,119	76,002
6	62,709	64,487	67,807	69,721	71,633	73,525	75,838	78,604
7	65,578	67,394	70,768	72,685	74,607	76,505	78,660	81,291
8	68,576	70,431	73,859	75,772	77,702	79,605	81,587	84,073
9	71,711	73,607	77,085	78,992	80,926	82,830	84,621	86,946
10	74,990	76,925	80,451	82,348	84,286	86,185	87,769	89,919
11	78,417	80,393	83,966	85,848	87,784	89,676	91,034	92,996
12	83,645	85,698	87,635	89,495	91,427	93,308	94,422	96,176
13			93,295	95,167	95,220	97,091	97,933	99,465
14					101,157	103,045	103,526	104,561
15							107,467	108,515

Days 91-182 – additional 0.25%

	B	B+15	M	M+15	M+30	M+45	M+60	D
1	50,275	51,858	54,892	56,766	58,601	60,436	63,338	66,604
2	52,573	54,196	57,290	59,178	61,032	62,882	65,695	68,881
3	54,976	56,639	59,794	61,694	63,566	65,430	68,139	71,238
4	57,489	59,192	62,405	64,314	66,203	68,082	70,648	73,675
5	60,120	61,860	65,132	67,047	68,952	70,840	73,302	76,192
6	62,866	64,648	67,976	69,896	71,812	73,709	76,028	78,800
7	65,742	67,563	70,945	72,867	74,794	76,696	78,856	81,494
8	68,747	70,607	74,044	75,962	77,896	79,804	81,791	84,283
9	71,891	73,791	77,278	79,190	81,129	83,037	84,833	87,163
10	75,177	77,117	80,652	82,554	84,497	86,400	87,988	90,143
11	78,613	80,594	84,176	86,062	88,003	89,900	91,262	93,228
12	83,854	85,912	87,854	89,719	91,656	93,541	94,658	96,416
13			93,528	95,405	95,458	97,333	98,178	99,714
14					101,410	103,303	103,785	104,823
15							107,736	108,786

APPENDIX B-1
Athletic Coaches Pay Scale
2019-2022

COACHING POSITIONS	Step 1	Step 2	Step 3
Ice Hockey, Head	4414	5209	6176
Ice Hockey, Assistant	3312	3674	4327
JV Hockey	2579	3128	3506
Football, Head	5640	6440	7977
Football, Asst. Varsity (1)	3674	4262	4879
Football, Asst. Varsity@	3674	4262	4879
Football, Junior Varsity	3494	3865	4508
Football, Freshmen	3353	3674	4044
Swim	4414	5214	6176
Soccer, Head Boys	3674	4476	5435
Soccer, Asst. Boys	2761	3312	3775
Basketball, Head Varsity Boys	4414	5214	6176
Basketball, Asst. Varsity Boys	3312	3674	4327
Basketball, Freshmen Boys	2579	3128	3506
Baseball, Head Varsity	3674	4476	5435
Baseball, Junior Varsity	2761	3312	3775
Baseball, Freshmen	2392	2761	3128
Cross Country (co-ed)	2940	3739	4701
Asst. Cross Country (co-ed)	1924	2540	3208
Winter Track, Varsity Boys	4414	5214	6176
Winter Track, Girls	4414	5214	6176
Winter Track, Asst. (co-ed}	3312	3674	4327
Spring Track, Varsity Boys	3674	4476	5435
Spring Track, Varsity Girls	3674	4476	5435
Spring Track, Asst. (Co-Ed}	2940	3492	4044
Volleyball Boys	3494	3739	5254
!Volleyball, Asst. Boys	2581	3128	3492
Tennis, Boys	2940	3739	4701
Tennis, Girls	2940	3739	4701
Tennis, JV Boys	1924	2540	3208
Tennis, JV Girls	1924	2540	3208
Lacrosse, Head	3674	4476	5435
Lacrosse, Asst.	2761	3312	3775
Lacrosse, Girls JV2	2392	2761	3128

APPENDIX B-2
Athletic Coaches Pay Scale
2019-2022

COACHING POSITIONS	Step 1	Step 2	Step 3
Field Hockey, Head	3674	4476	5435
Field Hockey, Asst.	2762	3312	3776
Field Hockey, Freshmen	2393	2762	3128
Basketball, Head Varsity Girls	4414	5213	6174
Basketball, Asst. Varsity Girls	3312	3674	4327
Basketball, Freshmen Girls	2580	3128	3492
Softball, Head Girls	3674	4476	5435
Softball, Asst. Girls	2762	3312	3775
Softball, Freshmen Girls	2393	2762	3128
Cheerleading, Fall	2580	3378	4340
Cheerleading, Winter	2941	3741	4701
Volleyball, Head Girls	3494	4294	5454
Volleyball, Asst. Girls	2581	3128	3492
Volleyball, Freshmen	2393	2762	3128
Soccer, Head Girls	3674	4476	5435
Soccer, Asst. Girls	2762	3312	3776
Soccer, Freshmen Girls	2393	2762	3128
Golf, Fall	2941	3741	4701
Athletic Director, Grades 7-12			11206

APPENDIX C-1
Extra-Curricular Pay Scale*
2019-2022

HIGH SCHOOL	
H. S. Student Council Advisor	2471
Yearbook Advisor	3391
Newspaper Advisor	1391
National Honor Society Advisor	922
Art Club Advisor	951
Theater Society Coach	2972
Asst. to Theater Society Coach	1487
Class Advisor - Grade 12	1073
Class Advisor - Grade 11	1073
Class Advisor- Grade 10	643
Class Advisor - Grade 9	643
Director of H. S. Chorus	2972
Director of H. S. Musical	2972
Musical Director of H. S. Musical	2972
Academic Decathlon	Intramural Hourly Rate of Pay
High School Science Olympiad	1126
Harmony Advisor	1689
Computer Lab Supervisor	1419
Advisor to Literary Magazine	1665
Director of High School Band	2972
High School Marching Band Director	2972
Jazz Ensemble Director	2972
Jazz Choir/Madrigals Director	2892
Director of H. S. Orchestra	2892
Spanish Exchange Coordinator	1419
Spanish Honor Society Advisor	722
French Exchange Coordinator	1419
French Honor Society Advisor	726
MCAS Academy	580

All new high school club positions shall be designated as an approved club position, subject to the building principal's approval and paid at a stipend of $500.00.

* Except as modified by the SIDE LETTER OF AGREEMENT REGARDING STIPENDS

Appendix C-2
Extra-Curricular Pay Scale*
2019-2022

MIDDLE SCHOOL	
Director of M. S. Musical	2319
Assistant Director of M.S. Musical	1500
M.S. Jazz Ensemble Director	2892
M.S. Jazz Choir Director	2808
M. S. Student Council Advisor	2403
Yearbook Advisor	1501
Literary Magazine Advisor	2319
Drama Club	Intramural Rate of Pay
Odyssey of the Mind Advisor	1715
M. S. Intramural Director	1501
MIDDLE SCHOOL INTERSCHOLASTIC	
Football (2)	2565
Field Hockey (1)	2310
Volleyball (1)	2310
Basketball (2)	2310
Baseball (1)	2310
Softball (1)	2310
Track- Co-ed {1)	2310
Track, Asst., Co-ed (1)	1795
DALE STREET SCHOOL	
Intramural Director	1501
Intramural Hourly Rate of Pay	25.78

* Except as modified by the SIDE LETTER OF AGREEMENT REGARDING STIPENDS

APPENDIX D
Content Specialists/Curriculum/Grade Leaders/PD Rates***
2019-2022

Home Instruction/Tutor*	32.66
Mentor Teacher	312
Content Specialist- Supervise 1-5	3755
Content Specialist - Supervise 6+**	4533
Content Specialist - Supervise 11+	5311
Team Leader	2574
Elementary Curriculum Leader	3431
Grade Level Leaders	2599
CST Chairperson	1250
Professional Development Salary	26.23
Profess. Develop. -Team Leader	30.61
Profess. Develop. - Stipend - Level 1- 8 hours	204
Profess. Develop. -Stipend- Level II - 16 hours	409
Profess. Develop. -Stipend- Level Ill - 24 hours	612
After Hours Instruct. -Stipend-Level I- 20 hours	593
After Hours Instruct. -Stipend-Level II- 30	892

* In addition, Advisors of activities authorized by the committee shall also be compensated at this hourly rate.

** Content Specialists will be established in the following areas:

1. Grades 6-12:
   English
   Social Studies
   Mathematics
   Foreign Language
   Heath/PE/Cons. & Family Science
   Science

2. Grades K-12:
   Art
   Music
   Media/Library
   Special Education

3. Grades K-5:
   English/Language Arts
   Health/PE/Consumer & Family Science

Nothing in the foregoing shall be construed as limiting the School Committee's right to abolish or establish positions.

Duties of Content Specialists shall be as stated in the School Committee's Job Description.

*** Except as modified by the SIDE LETTER OF AGREEMENT REGARDING STIPENDS

APPENDIX E

AGREEMENT
RE: EXTENDING THE ELEMENTARY SCHOOL DAY

MEDFIELD SCHOOL COMMITTEE
AND
MEDFIELD TEACHERS ASSOCIATION

WHEREAS, the Medfield School Committee (hereinafter "the Committee") and the Medfield Teachers Association (hereinafter "the Association") are parties to a collective bargaining agreement for the period September 1, 2015 through August 31, 2018 (hereinafter "CBA"); and

WHEREAS, the Committee has proposed to lengthen the elementary student school day effective for the 2016-2017 school year as follows:

- Dale Street School 8:25 AM to 2:55 PM
- Ralph Wheelock School 8:30 AM to 3:00 PM
- Memorial School 8:25AM to 2:55 PM

WHEREAS, said representatives of the Committee and the Association have, subject to ratification by the membership of the Committee and the Association, agreed to this side letter of agreement;

NOW, THEREFORE, in consideration of mutual promises and covenants, the parties hereto agree as follows:

1. All terms and provisions of the CBA shall continue in effect except to the extent modified by this Agreement, effective, September 1, 2016.

2. The starting and ending student days shall be 8:25AM to 2:55PM for the Memorial School and Dale St School and 8:30AM to 3:00PM for Wheelock School.

3. Elementary students shall enter classrooms no earlier than the designated start of the school day.

4. The elementary teacher work day shall begin no later than 15 minutes before the elementary student school day.

5. Elementary classroom teachers shall not be required to be in their classrooms before the elementary student school day.

6. Elementary teachers without morning or afternoon homeroom responsibilities may be assigned bus duty at the beginning of the school day or at the end of the school day.

Otherwise all elementary school teachers shall not be assigned any non-teaching duties.

7. All elementary school teachers will have access to computers during their prep period.

8. Elementary teachers will not be required to leave substitute plans when leaving the classroom for regularly scheduled meetings (e.g. for regularly scheduled common planning time meetings, but not singally occurring meetings such as IEP or professional development meetings).

9. The day before December break will be a half day for all teachers and students.

10. Every effort will be made to keep the second elementary staff meeting each month 45 minutes in length.

11. The District will make every effort not to implement a reduction in staff because of the new elementary school schedule.

12. For the extended professional development day; in the 2016-2017 school year only, the one full professional development day will be replaced with an early release student day followed by an extended work day for teachers. Professional development on said day will begin no later than 1:00 p.m. and end no later than 4:00 p.m. Said day will count as two teacher work days. This model can be extended to the 2017-2018 school year by mutual agreement

This Side Letter of Agreement is subject to ratification by the Committee and the Association. The Parties agree to use their best efforts to obtain ratification by their respective bodies. Signed in duplicate this 6th day of May; 2016.

MEDFIELD SCHOOL COMMITTEE

MEDFIELD TEACHERS ASSOCIATION

SUPERINTENDENT

A

APPENDIX F

TEACHER EVALUATION AND OBSERVATION INSTRUMENT

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1) Purpose of Educator Evaluation

A) This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.

B) The regulatory purposes of evaluation are:

i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);

ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);

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

iv) To assure effective teaching and administrative leadership, 35.01(3).

2) Definitions (* indicates definition is generally based on 603 CMR 35.02)

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: Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.

C) Classroom teacher: Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers 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, including unannounced observations of practice of at least 10 minutes in duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).

E) *District-determined Measures: Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios, approved commercial assessments, district-developed pre and post unit and course assessments, common assessments, and capstone projects.

F) *Educator(s): Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.

G) *Educator Plan: The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:

i) Developing Educator Plan shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.

ii) Self-Directed Growth Plan shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.

iii) Directed Growth Plan shall mean a plan developed by the Educator and the Evaluator of one school year or at least a minimum of 45 school days for Educators with PTS who are rated needs improvement.

iv) Improvement Plan shall mean a plan developed by the Evaluator of at least 45 school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.

H) *ESE: The Massachusetts Department of Elementary and Secondary Education.

I) *Evaluation: The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").

J) *Evaluator: Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.

i) Primary Evaluator shall be the person who determines the Educator's performance ratings and evaluation.

ii) Supervising 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 making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.

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 primary evaluator will be.

iv) Notification: The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each

new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.

K) Evaluation Cycle: A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.

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

M) *Family: Includes students' parents, legal guardians, foster parents, or primary caregivers.

N) *Formative Assessment: The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.

O) *Formative Evaluation: An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.

P) *Goal: A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.

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

R) Multiple Measures of Student Learning: Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student ACCESS for ELA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance.

S) *Observation: A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of at least 10 minutes by the Evaluator and may include examination of artifacts of practice including student work. An observation shall occur in person. Classroom or worksite observations conducted pursuant to this article must result in written feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.

T) Parties: The parties to this agreement are the Medfield School Committee and the Medfield Teachers Association.

U) *Performance Rating: Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:

- Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.

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

V) *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 may agree to limit standards and indicators to those set forth in 603 CMR 35.03.

W) *Professional Teacher Status: PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.

X) Rating of Educator Impact on Student Learning: A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE.

Y) 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)

Z) *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

AA) *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.

BB) *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.

CC) *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.

DD) *Trends in student learning: At least two years of data from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

3) Evidence Used In Evaluation

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

A) Multiple measures of student learning, growth, and achievement, which shall include:

i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;

ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments, district-developed pre and post unit and course assessments, common assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or ACCESS for ELLS scores, if applicable, in which case at least two years of data is required.

iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.

iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.

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

i) Unannounced observations of practice of at least 10 minutes in duration.

ii) Announced observation(s) of at least 10 minutes in duration 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) Student and Staff Feedback – see # 23-24, below; and

v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4) Rubric

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

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, in consultation with the Association, shall determine the type and quality of training based on guidance provided by ESE.

B) By November 1st of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE. The superintendent will consult with the Association to receive feedback on the best training practices.

6) Evaluation Cycle: Annual Orientation

A) 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.

7) Evaluation Cycle: Self-Assessment

A) Completing the Self-Assessment

i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school.

ii) The self-assessment includes:

(a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.

(b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.

(c) Proposed goals to pursue:

(1st) At least one goal directly related to improving the Educator's own professional practice.

(2nd) At least one goal directed related to improving student learning.

B) Proposing the goals

i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.

ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (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.

iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.

iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.

v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

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

A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.

B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using

evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator.

C) Educator Plan Development Meetings shall be conducted as follows:
   i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the 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.
   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 November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. 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.

9) 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 announced observation during the school year using the protocol described in section 11B, below.
   ii) The Educator shall have at least four unannounced observations during the school year.

B) In their second and third years of practice or second and third years as a non-PTS Educator in the school:
   i) The Educator shall have at least three unannounced observations during the school year.

10) 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.

Educator Plan	Minimum Number of Unannounced Observations	Minimum Number of Announced Observations
Two year self-directed (Teachers rated Proficient or Exemplary)	1	0
One year self-directed (Teachers rated Proficient or Exemplary)	1	0
Directed (Teachers Rated Needs Improvement)	2	0
Improvement (Teachers Rated Unsatisfactory if plan is one year)	4	1
Improvement (Teachers Rated Unsatisfactory if plan is 6 months or shorter)	2	1
Developing Educator Year 1	4	1
Developing Educator Years 2 and 3	3	0

11) Observations

The Evaluator's first observation of the Educator shall take place between September 15 and November 15. Observations required by the Educator Plan should be completed by May 15th. The Evaluator may conduct additional observations after this date. The Evaluator is not required nor expected to review all the indicators in a rubric ring an observation.

A) Unannounced Observations

i) Unannounced observations may be in the form of partial or full-period classroom or worksite visitations of at least 10 minutes in duration.

ii) The Educator will be provided with at least brief written feedback from the Evaluator within 5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator's mailbox or mailed to the Educator's home. The Educator may respond in writing within 5 school days. The response will be included in the teacher's personnel file.

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 of at least 30 minutes in duration within 30 school days.

iv) In the event that a follow up observation takes place there shall be no additional observations until such time as the educator receives written feedback from the evaluator.

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.

(a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.

(b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance.

(1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.

(2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.

(c) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.

(d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:

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

(2nd) Describe actions the Educator should take to improve his/her performance.

(3rd) Identify support and/or resources the Educator may use in his/her improvement.

(4th) State that the Educator is responsible for addressing the need for improvement.

(e) The Educator may respond in writing within 5 school days to the feedback . The response will be included in the teacher's personnel file.

12) Evaluation Cycle: Formative Assessment

A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, review of goals progress, 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 places 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 to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both.

D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.

E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.

F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face- to-face, by email or to the Educator's school mailbox or home.

G) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report. The educators reply will be included in the personnel file.

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 in a timely fashion. 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.

K) If mutually agreed a second administrator observation may be conducted.

13) 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 by June 1 of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.

B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.

C) No later than May 15 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 in a timely fashion. 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.

J) If mutually agreed by the parties the teacher may request an additional observation by a different evaluator.

14) 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 May 15th.

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 and evidence of the attainment of the Educator Plan goals.

C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.

D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating.

E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.

F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.

G) No later than April 15 the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.

H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.

I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than May 15th.

J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.

K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.

L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.

M) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.

O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15) 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 of learning, growth and achievement of the students under the Educator's responsibility;

iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.

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

16) 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.

17) Educator Plans: Self-Directed Growth Plan

A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.

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

18) 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 May 15th.

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.

19) Educator Plans: Improvement Plan

A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.

B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 45 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 Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.

E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.

F) The Improvement Plan process shall include:
   - i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
   - ii) The Educator may request that a representative of the Employee Organization/Association attend the meeting(s).
   - iii) If the Educator consents, the Employee Organization/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 Supervising Evaluator; and,
   - vii) Include the signatures of the Educator and Supervising Evaluator.
   - viii) The Educator may respond in writing within 5 school days. The response will be attached to the plan.

H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

I) Decision on the Educator's status at the conclusion of the Improvement Plan.
   - i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
     - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.

(b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.

(c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

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

20. Timelines

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	First two professional development days
Evaluator meets with first-year educators to assist in self-assessment and goal setting process	October 1
Educator submits self-assessment and proposed goals	October 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1
Evaluator completes first observation of each Educator	September 15-November 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)	January 5 or four weeks before Formative Assessment Report date established by Evaluator
Evaluator completes mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	February 1
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	February 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)	April 20 or 4 weeks prior to Summative Evaluation Report date established by evaluator
Evaluator completes Summative Evaluation Report	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report and adds	June 17

response, if any within 5 school days of receipt	

A) Educators with PTS on Two Year Plans

Activity:	Completed By:
Evaluator completes unannounced observation(s)	April 15 of Year 2
Evaluator completes Formative Evaluation Report	June 1 of Year 1
Evaluator conducts Formative Evaluation Meeting, if any	June 1 of Year 1
Evaluator completes Summative Evaluation Report	May 15 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	June 10 of Year 2
Evaluator and Educator sign Summative Evaluation Report	June 15 of Year 2

B) Educators on Plans of Less than One Year

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

21. Career Advancement

A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approval by the superintendent.

B) In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.

C) Educators with PTS whose summative performance rating is exemplary and, after 2013-14 whose impact on student learning is rated moderate or high, shall be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

22. Rating Impact on Student Learning Growth

ESE will provide model contract language and guidance on rating educator impact on student learning growth based on state and district-determined measures of student learning. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter.

23. Using Student feedback in Educator Evaluation

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

24. Using Staff feedback in Administrator Evaluation

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

25. Transition from Existing Evaluation System

A) The parties may agree that 50% or more of Educators in the district will be evaluated under the new procedures at the outset of this Agreement, and 50% or fewer will be evaluated under the former evaluation procedures for the first year of implementation of the new procedures in this Agreement.

B) The parties agree on a process for identifying the Educator Plan that each Educator will be placed on during the Educator's first year being evaluated under the new procedures, providing that Educators who have received ratings of unsatisfactory or its equivalent in the prior year will be placed on Directed Growth or Improvement Plans at the sole discretion of the Superintendent.

C) The parties agree that to address the workload issue of Evaluators, during the first evaluation cycle under this Agreement in every school or department, the names of the Educators who are being placed on Self-directed Growth Plans shall be balanced in number. To achieve this balance those educators with PTS who were evaluated during the 2012-13 school year will be placed on the two year self-directed plan cycle. Those remaining PTS educators who were not evaluated during the 2012-13 school year will be placed on the one year self-directed plan cycle. If the desired balance is not achieved in any school or department after implementing this procedure additional PTS educators will be selected by seniority to create the desired balance.

D) The existing evaluation system will remain in effect until the provisions set forth in this Article are implemented. The relevant timeframe for adopting and implementing new systems is set forth in 603 CMR 35.11(1).

26. General Provisions

A) Only Educators who are licensed may serve as primary evaluators of Educators.

B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.

C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.

D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.

E) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.

F) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance.

APPENDIX G
Memorandum Regarding
MTA Members Who Are Primary or Contributing Evaluators

1. This memorandum describes the working conditions of bargaining unit members of the Medfield Teachers Association who regularly evaluate teachers, serving as Primary or Contributing evaluators. Job titles include, but are not limited, to Department Chairs, and Special Education Coordinators.

2. Except as described in this Memorandum, all working conditions for MTA Members Who Evaluate Teachers remain the same as for Teachers.

3. The parties agree to negotiate in good faith any consolidation of Department Chair positions (for example, if Business Department Chair and Math Department Chair are combined into one position).

4. Department Chairs will receive a stipend based on actual number of teachers they are responsible for evaluating, according to the attached stipend schedule.

5. Teachers who currently hold these positions during the 2018-19 school year will not be required to have a Director or Administrator's License to remain in or be reappointed to their position.

6. Department Chairs with a teaching assignment will typically teach no more than 0.4 FTE.

7. Additional days of work beyond those outlined in the Work Year section of the Collective Bargaining Agreement will be paid at the Member's per-diem rate for each day of work. For the purposes of this section, the per-diem rate shall be calculated as follows: divide the member's annual salary by the number of days in the Work Year.

8. The parties agree to establish a Committee during the 2018-19 school year to create job descriptions which include job duties and required qualifications.

9. Department Heads and Special Ed Coordinators will supply information to the MTA and Superintendent about the frequency and length of trips (mileage) over the 2018-19 school year to determine what (if any) compensation is due for travel expenses and mileage in future years.

10. Members who resign their evaluative positions shall retain their seniority in Unit A.

11. This Memorandum is the complete agreement between the parties.

APPENDIX H
SIDE LETTER OF AGREEMENT

STIPENDS CHANGES EFFECTIVE SEPTEMBER 1, 2018

Position	Stipend Per Person
Blake Cluster leaders	$3000
Dept Chairs Supervising up to 5	$6000
Dept Chairs Managing 6-10	$7000
Dept Chair Supervising 11-19	$8000
Dept Chair Supervising 20+	$9000
AP/SAT/PSAT Coordinator	$2500
Mentor Teacher	$750
CST Chairs Dale, Wheelock, Memorial	$2500
Elem Grade Level Leaders	$3000
Elem Curriculum Leader	$4000
Summer Reading Teachers	$40/hr
Summer R&D	$40/hr
After Hours Instruction	$60/hr
Prof Dev	$60/hr
Home Instruction	$50/hr

MEDFIELD HIGH SCHOOL PERFORMING ARTS	
Director of High School Musical	$5000
Assistant/Technical Director High School Musical	$3000
Musical Director High School Musical	$3000
Director of High School Fall Play	$3500
Assistant/Technical Director High School Fall Play	$2000
High School Drama Society Coach/Advisor	$1000

BLAKE MIDDLE SCHOOL PERFORMING ARTS	
Director of Middle School Musical	$4000
Assistant/Technical Director Middle School Musical	$2000
Theater Set Directors Musical	$1000
Director of Middle School Play	$4000
Assistant/Technical Director Middle School Play	$2000
Theater Set Directors Play	$1000