

AGREEMENT
BETWEEN THE
MEDWAY SCHOOL COMMITTEE
AND THE
MEDWAY FEDERATION OF TEACHERS
LOCAL 3645, AFT MA, AFL-CIO
(UNIT A)

August 21, 2021 thru August 20, 2022

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SECTION I
ARTICLE I
RECOGNITION

The Medway School Committee recognizes the Medway Federation of Teachers for the purpose of collective bargaining as the exclusive representative of a unit consisting of all teachers (teachers are regular full-time and regular part-time day school teaching personnel employed by the Medway School Committee who hold certificates under Chapter 74 of the Massachusetts General Laws and all other regular full-time school personnel who hold such certificates and who perform a school related function; i.e.: librarian, reading specialist, speech therapists, department heads, Elementary Assistant (Teaching) Principal, Guidance Counselors, and extra salary and cocurricular personnel, provided that such personnel are also teachers). An employee who serves as a teacher and in another capacity also covered by this contract, shall, as a teacher, have all rights and responsibilities devolving upon a teacher; and shall, in the other capacity, be governed by the rights and responsibilities devolving upon that job. The Nurses are also in Unit A and have been so since June 28, 2001.

Unless otherwise indicated, the individuals in the above unit will be hereinafter referred to as "employee(s)". Excluded from this unit are principals, assistant principals, and director of student services.

The Committee is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts, and nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty conferred upon the Committee by statute or any rule or regulation of agencies of the commonwealth. Except as specifically mentioned or provided in the Agreement, the Committee retains all the powers, rights and duties that it has by law and may exercise the same as its discretion without any such exercise being made the subject of a grievance or arbitration proceeding hereunder.

The School Committee will be responsible for typing, collating and putting together copies of the teachers' contract (Agreement) annually and will distribute these to each teacher prior to the beginning of the school year. The Medway Federation of Teachers-Unit A will share the cost of preparing and printing these Agreements.

The contract must be reviewed, agreed to with changes, and printed or placed on a disc within sixty (60) days of ratification.

SECTION 2
ARTICLE II
SALARIES

- A. The salaries and wages of all employees covered by this Agreement are set forth in Appendix A(1), A(2), A(3), and A(4) which are attached hereto and made a part hereof.

All employees on the Teachers' Salary Schedule will be paid in twenty-six (26) equal installments being as follows: Twenty-two (22) biweekly payments, commencing with the first pay date of the school year; and

- a. One (1) payment, representing the equivalent of four (4) biweekly paychecks, and subject to tax and other withholdings as if four (4) biweekly paychecks, to be made on or before the last day of the school year.
- B. A regular teacher may voluntarily agree to serve as a substitute teacher during his or her non-teaching time, and said teacher will be paid an added twenty-five (\$25.00) for each period taught or supervised, and thirty dollar (\$30.00) for each extended period taught or supervised, subject to supervision and assistance of department heads. Assignments will be made on a rotating basis subject to competency and seniority wherever practicable. A teacher will qualify for pay unless notified by the Superintendent in writing prior to such voluntary service. Teachers who volunteer to take class(es) as hereinafter provided will be paid every two pay periods for their services.
- C. A regular teacher who voluntarily agrees to serve as a substitute teacher on a long term basis during his or her non-teaching time will be paid at the rate of thirty-two (\$32.00) per class.

ARTICLE III

PROFESSIONAL DEVELOPMENT AND EDUCATION IMPROVEMENT

- A. The Committee will pay one hundred percent (100%) of the cost of tuition and fees, up to a maximum amount of Seven Hundred Dollars (\$700.00) per course for relevant in-service courses at accredited colleges, universities or professional training schools for study related to the employee's field of employment, limited to two (2) courses but not in excess of eight (8) credits each contract year. For the 2018-2019 and the 2019-2020 contract years, the total amount of payments per contract year for all unit members under this provision shall be capped at Seventy Five Thousand Dollars (\$75,000.00). Effective September 1, 2020, the total amount of payments per contract year for all unit members under this provision shall be capped at Eighty Thousand Dollars (\$80,000.00). Each course shall have the advance written approval of the Superintendent of Schools. Such approval will not be withheld without reason. Reimbursement is contingent upon the attainment of a grade "B" or better or "Pass" in a "Pass-Fail" system.
- B.
1. The Committee will pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by employees who attend workshops, seminars, conferences, or other professional improvement sessions. The request may be initiated by the employees or administrators and must have the advance approval of their principal or immediate supervisor and Superintendent.
 2. The Committee further agrees to release, at no loss of compensation, two (2) members of the Medway Federation of Teachers for the Annual AFT Massachusetts

Convention and the Annual American Federation of Teachers Convention. Such expenses are to be borne by the Federation.

C.

1. The Committee will recognize graduate level credit courses within a Masters, C.A.G.S. and/or Doctoral program either in education or in a subject matter related to a teacher's field of employment as being sufficient for the accumulation of credits beyond Degrees. Graduate level credits received prior to the award of a Masters degree which are not part of the Masters program shall not be recognized for lane advancement beyond the Masters column.

2. Members who advance a lane on the salary schedule will be placed in the new lane at the step immediately higher than his/her current step, regardless of the member's total years of service in the District.

3. Credit courses sponsored by the Medway Federation of Teachers, as well as other courses from recognized organizations, may be included in hours beyond the Masters degree, subject to the approval of the Superintendent. His/her decision on this topic is not subject to the grievance and arbitration procedure.

4. The Superintendent, at his/her discretion, may award one (1) PDP per clock hour and one (1) credit for lane change/increment which can be applied for movement past the Master's Column to Teachers who successfully complete certain District provided Professional Development experiences identified by the Superintendent as "Medway Credits". To be eligible for such PDP/lane change credits, the professional development program must be for a minimum of fifteen (15) hours on a topic, with an observable demonstration of learning that included: pre/post testing, written product or other documental product. No more than fifteen (15) Medway Credits can be used for a lane change after the Masters Column. The Superintendent reserves the right to discontinue the Medway Credits program at any time, provided that the discontinuation of the program shall coincide with the end of the pending professional development program or course. The provisions of this subsection, including but not limited to the award of PDP/lane change credit and/or the continuation of the Medway Credit Program, shall not be subject to the grievance and arbitration provisions of this Agreement.

5. Once at the Master's lane or above, an employee may not advance more than on (1) lane per year.

D. Teachers may be required by the School Committee to take additional training. If so required, the School Committee will pay one hundred percent (100%) of the training

E. PDPs will be awarded in accordance with Department of Education regulations.

- F. The parties agree to implement Professional Learning Communities (PLC) designed to provide collaborative opportunities for content or grade-level teachers to improve curriculum, instruction and assessment in order to support increased student achievement. PLC meetings will be scheduled by the administration and held during the school day. Teachers will be provided with appropriate coverage for their classes in order to attend the PLC meetings.

The focus of these meetings should include, but not be limited to, curriculum implementation and data-driven, research-based instructional strategies. The goals and agendas for the PLC meetings will be determined collaboratively by the teacher participants of the PLC with suggestions/feedback from the building principal. The responsibility for achieving those goals will be shared among the teacher participants. It is understood that Principals may attend PLC's whenever possible. The PLC will share written agendas and meeting notes with the Principal.

- G. Curriculum Instructional Leaders work collaboratively with teachers to provide information about best practices and to assist teachers with instructional strategies designed to improve student achievement. They perform no supervisory or evaluative functions or roles.

SECTION 3

ARTICLE IV

TEACHING HOURS AND TEACHING LOAD

- A. 1 Elementary
Burke -Memorial
 - a. Teachers report: 8:00 a.m.
 - b. Student instructional day: 8:15 a.m. to 2:30 p.m.
 - c. Teacher end of day: 2:45 p.m.

- McGovern
 - a. Teachers report: 8:35 a.m.
 - b. Student instructional day: 8:45 a.m. to 3:00 p.m.
 - c. Teacher end of day: 3:20 p.m.

- 2 Middle School
 - a. Teachers report: 7:25 a.m.
 - b. Student instructional day: 7:40 a.m. to 1:58 p.m.
 - c. Teacher end of day: 2:10 p.m.

- 3 High School
 - a. Teachers report: 7:49 a.m.

- b. Student instructional day: 8:04 a.m. to 2:31 p.m.
- c. Teacher end of day: 2:31 p.m.

The Administration reserves the right to change the aforementioned times, subject to the following:

1. The student's instructional day shall not exceed six hours at the elementary level, six hours and eighteen minutes at the Middle School, and six hours and twenty-one minutes at the High School.
2. The time before the beginning of the student instructional day at the elementary level shall not exceed thirty minutes. The time after the student instructional day ends at the elementary level shall not exceed fifteen minutes if thirty minutes is scheduled before school, and if thirty minutes is not so scheduled, twenty minutes.
3. Student supervision at the elementary level before the student instructional day shall not exceed fifteen minutes.
4. The time before the beginning of the student instructional day at the middle and high school level shall not exceed fifteen minutes and the time after the student instructional day ends at the middle and high school level shall not exceed fifteen minutes.
5. The schools will not open before 7:00 a.m. nor close their regular sessions later than 3:20 p.m. (see above).
6. The ending of the normal workday shall be as aforementioned and the completion of the individual teacher's tasks.
7. Exception to dismissal time as set forth above may be made by the principal of each building on Fridays and on days of early dismissal before holidays.

B.

1. The work year of employees, except coaches (other than new personnel who may be required to attend additional orientation sessions) will begin no earlier than August 28th and terminate no later than June 30th, unless by mutual agreement between the Committee and the Federation, but will in no event be longer than one hundred eighty-three (183) days. The "work year" will include days when students are in attendance, orientation days at the beginning of the school year, and any other days on which teacher attendance is required. The School Committee agrees not to schedule a "closing out" day at the end of the school year after the students

are dismissed. Another day when students will not be present will be placed in the calendar and the program on such day will be discussed by a committee of teachers

and administrators prior to the Superintendent presenting the calendar to the Committee. In any year when the school year begins before September 1, school will not be scheduled on the Friday before Labor Day.

2. The work year for nurses shall include the teacher's work year plus ten (10) additional days paid at the nurse's per diem rate.

C.

1. Teachers may be required to remain after the end of the regular workday, without additional compensation for up to one (1) hour to attend the following staff meetings:
 - a. Two meetings each month authorized by the Superintendent of Schools, Principal or Department Head. In no case shall the duration of these meetings exceed the time it takes the group there present to accomplish the purpose of the meeting, as determined by the person calling the meeting or his designee.
 - b. Other meetings may be called when determined necessary by the principal with the approval of the Federation.
 - c. In addition to the meetings set forth in C (1) a, an additional two (2) meetings per year may be called by the Superintendent of Schools, Principal or Department Head but not more than three (3) per month. Nurses shall attend regular staff meetings but they are not required to attend curriculum meetings.
2. Teachers may be required to attend two (2) evening meetings each year. Evening meetings may be for parent conferences or other curricular-related programs. . . Nurses shall not be required to attend the teachers evening meeting since those meetings focus on classroom objectives or curriculum.
3. Within the first month of the school year, teachers may be required to attend an after school meeting of up to two (2) hours for the purposes of practicing safety procedures. This safety meeting may be combined with a faculty or curriculum meeting, however any hours spent in excess of such faculty or curriculum meeting will be compensated at the curriculum rate.

D.

1. All elementary teachers (grades preK – 4) will, in addition to their regular thirty (30) minute lunch period, receive one preparation period per day, at least forty minutes in length, during which, except as hereinafter provided, they will not be

assigned to any other duties. The teacher may be assigned to other duties during what would otherwise have been his/her preparation period in the following circumstances:

- a. Inability of the administration to obtain a substitute for the person who was to have responsibility for the students for that period, or
- b. Emergency type situation.

Elementary and Middle school teachers may be assigned recess duty.

2. Lunch for high school and middle school teachers shall be equal to the time provided for students. Teachers will have a duty free lunch, but this does not mean that they may not be assigned to cafeteria or recess duty as a supervisory period.
3. The ratio of teachers to students during a student supervision period shall be no greater than thirty-five (35) students to one (1) teacher when assignments are made, except for lunchroom, library assignments, and recess.
4. Assignment of corridor patrol shall first be on a voluntary basis. In the event that there are not a sufficient number of volunteers, then the administration shall assign the duty.

E. Recess and cafeteria duty at the Middle and Elementary Schools will be implemented as follows:

At elementary level:

- Teachers may be assigned up to 75 minutes of recess/cafeteria duty per week (being 3 days x 25 minutes/day), on average over the course of the school year.
- Teachers are provided with a 30 minute lunch daily.

At middle school level:

- Teachers may be assigned up to eighty (80) minutes of recess/cafeteria duty per cycle, on average over the course of the school year.
- The building administrator determines appropriate staffing levels for recess/cafeteria duty and such decision is not subject to the contractual grievance process.
- Teachers are provided with a lunch that is equal to the students lunch period.

F. Review of recess/cafeteria duty schedule

1. Prior to the start of the school year and continuing throughout the school year, the principal and the MFT president or building representative shall meet to review the recess/cafeteria duty schedule with the goal of reducing the number of coverages necessary.
-
1. Every High School and Middle School teacher assigned to a directed study period shall require students to be engaged in "structured learning time" activities.
 2.
 - a. The combination of supervisory periods, directed study periods, and teaching periods for High School teachers shall not exceed thirty (30) periods per week of which teaching periods shall not exceed five (5) per day or twenty-five (25) per week, and directed study periods and/or supervisory periods shall not exceed five (5) per week. High School teachers will receive at least one (1) preparation period per day during which they will not be assigned to any other duties. Preparation periods will be equivalent in length to a teaching period. In the case that there is an extended period in the daily schedule, the preparation period for full-time teachers will be the equivalent length of an extended period at least one (1) day in the schedule cycle. Preference of assignment will be given to teachers with greatest seniority when inequitable situations arise. Homeroom is not considered a supervisory period for the purpose of pay.
 - b. Applicable to middle school teachers: the outer parameters of the teacher workday as set forth in Article IV A (2) (six (6) hours and forty-five (45) minutes) shall continue. Teachers shall receive one (1) individual preparation period per day, five (5) preps per five (5) day cycle, six (6) preps per six (6) day cycle, etc. Teachers may not be required to perform more than ten (10) supervisory periods and/or directed study periods per week. Team teachers shall receive, except as hereinafter provided, an average of one (1) team planning period per day (average of five (5) per five (5) day cycle.) Supervisory periods and/or directed study periods, if required by the Administration, may be substituted by the Administration in place of the team planning period(s). The balance of the teacher workday (outer limits less individual prep periods, less team planning and/or supervisory periods and/or directed study periods, less duty free lunch time) shall be teaching time. Preference of assignment will be given to teachers with greatest seniority when inequitable situations arise. Homeroom and corridor duty are not considered supervisory periods for the purpose of pay.

- c. Nothing contained herein shall preclude a teacher from performing, on a voluntary basis, periods in excess of the aforementioned, except a teacher may not so volunteer under the following circumstances: A teacher may not voluntarily perform "excess" periods in a department in which there is a teacher in such department who is on recall status or who has been cut down to less than full-time status unless the volunteer period(s) are first offered to such recall teacher or less than full-time teacher.
 3. Special Education Co-Teachers shall be entitled to one collaboration period per cycle or week, depending on the grade level, in addition to such preparatory period as they are otherwise entitled.
- H. The Committee agrees to have the Superintendent discuss the school calendar with the Federation prior to submitting his recommendation to the School Committee.
 1. The school calendar will include the following parameters: It will not begin before August 28th nor end after June 30 unless by mutual agreement between the Committee and the Federation. In any year when the school year begins before August 28, school will not be scheduled on the Friday before Labor Day.
 2. It will not be longer than one hundred eighty-three (183) working days.
 3. All required or routine vacation and holiday periods will be included, such as: Labor Day, Columbus Day, Veterans' Day, Thanksgiving Recess, Christmas Holidays, Martin Luther King Day, Midwinter Recess, Good Friday, Spring Recess, Patriots' Day and Memorial Day, Rosh Hashanah and Yom Kippur.

Vacation or holiday periods that are not required may be removed by mutual agreement between the Committee and Federation. The length of vacation and recess periods shall be consistent with the current practice of the majority of public schools in Massachusetts. Anything contained herein to the contrary notwithstanding, the restrictions in this Section F (3) shall not be applicable provided the Committee or its designee gives notice to the Federation by April 1st of the school year preceding the school year in which any of said restrictions shall not apply.
 4. School will not be scheduled on Saturdays and Sundays; however, in unusual situations where school time has been or will be lost, the School Committee and the Teachers Federation may, by mutual consent, agree to hold school on these days.
- I. Teachers who have both elementary and secondary assignments shall not be assigned more than one hundred percent (100%) of the school day, as defined in Article IV A(1) and (2).
- J. It is understood that Curriculum and Instruction Leaders, Department Heads, Elementary Assistant Teaching Principals and those with co-curricular assignments may have responsibilities

that exist beyond the normal workday. No unreasonable demands shall be made by either party to this Agreement as to the time necessary to fulfill these responsibilities.

K. Coaches and others holding extra-salary positions have duties which are primarily fulfilled beyond the normal workday. No unreasonable demand shall be made by either party to this Agreement as to the time necessary to fulfill these responsibilities.

M. A joint committee will be formed to review the block schedule at the high school.

N. Curriculum and Instructional Leaders (CIL) and/or Department Heads (DH) may be appointed by the Superintendent based upon the overall needs of the district, in accordance with position posting requirements.

1. The Curriculum and Instructional Leader shall be a 1.0 FTE curriculum and instructional leader position, with no teaching responsibilities. The Department Head positions will be no more than a .8FTE teaching (four periods per day). Neither CIL or DH positions will have responsibility for additional supervisory periods or homeroom teaching assignments. However, the CIL and DH are required to attend after school and evening contractual faculty/curriculum/professional practice and other meetings, to the same extent as other bargaining unit members.
2. The CIL and DH shall receive an annual stipend as set forth at Appendix B as additional compensation beyond his/her teacher's salary for responsibilities and time beyond the teacher's contractual work day and load.
3. The Curriculum and Instructional Leader shall be required to work an additional ten (10) days beyond the regular teachers' work year. In the event the Curriculum and Instructional Leader is required to work days beyond the teacher work year in excess of ten (10) he/she will be paid for any such additional days at his/her per diem rate of pay. Note that these days are compensated by the additional stipend as set forth in Appendix B.
4. It is understood that similar to the other positions listed at Section J, above, the CIL and DH positions may have responsibilities that exist beyond the normal workday. No unreasonable demands shall be made by either party to this Agreement as to the time necessary to fulfill these responsibilities.
5. Based on the belief that all professionals benefit from support, the Curriculum and Instructional Leaders and Department Heads are intended to provide support to educators in reflecting on practice and improving instructional practices. Curriculum and Instructional Leaders are not considered to be supervisory personnel. To that end, the following safeguards are set forth:

- a. CIL and DH may provide peer to peer support and/or feedback to educators, but will not report back to the administrator information relative to an individual educator's performance;
- b. CIL and DH will not provide evidence for use in evaluation;
- c. CIL and DH may access classrooms at any time as needed to perform the functions of their position;
- d. The administration will design and provide training to CIL and DH, including but not limited to their role in providing support to educators;
- e. CIL and DH will refrain from discussing an individual educator during PLC meetings or in any other setting which is not limited to the educator;
- f. CIL and DH will preserve the confidentiality of teacher level assessment data including: MCAS, AP, SAT. and common assessment;
- g. An educator may request assistance from the CIL and DH to support improved instructional practices. Likewise, an administrator may refer the CIL and DH to a particular educator; and
- h. If an administrator requests that a CIL and DH provide support to a particular educator, the educator will be informed in advance by the administrator.

O. Effective on the first teacher workday of the 2013-2014 school year, and continuing on the first teacher workday of each successive school year, the District shall provide a calendar for the school year including work days and professional development days. The hours of work shall be listed for all professional development activities/days.

P. All Intervention Team meetings shall be scheduled during the hours of the teachers' regular workday.

Q. The parties agree to form a Special Education joint labor management study group for the purposes of having open, collaborative discussion on matters related to the delivery of Special Education Services, including but not limited to the subjects of available resources, teaching methods and procedures, identification mechanisms and disciplinary policies. The Study Group shall be comprised of up to three (3) MFT members, designated by the MFT President, and up to three (3) management representatives designated by the Superintendent. The Study Group shall designate one of its members to take notes, which shall be shared with the Superintendent and MFT President. The first meeting of the Special Education joint labor management committee should be held by October 15 and the committee shall report out a summary of its discussions to the Superintendent and MFT President by January 15. The Parties will then determine a timeline for continued meetings.

ARTICLE V NON-TEACHING DUTIES

The Committee and the Federation acknowledge that an employee's primary responsibility is the total education of the children in his or her care. Therefore, they agree as follows:

A.

1. Assignment of employees for non-professional duties shall be on an equitable basis.
2. Although employees may be required to collect and transmit money to be used for educational purposes, they will not be held responsible for the loss of any money collected where such loss is not the fault of the employee.
3. Non-teaching duties: assignment of teachers for other than classroom duty shall be done on a reasonable basis. The teacher's primary area of activity is in the classroom. It is also agreed that teaching involves elements of relationships beyond the classroom structure.

B. Employees will not be required to drive students to activities which take place away from the school building. Employees may do so voluntarily, however, with the advance approval of their principal or immediate supervisor. The Town provides sufficient liability to protect employees when transporting students in their personal automobiles.

C. Mileage reimbursement: Employees who are authorized to use their private automobiles for school-related matters will be reimbursed according to the IRS rate.

D. Homerooms at the high school only shall be assigned to teachers who have least seniority.

E. High school and middle school teachers will not be required to take office detention or detention of other teachers unless agreed to by the parties concerned.

F. When dealing with a sick or injured child, a teacher will seek proper medical attention.

G. There shall be a Faculty Advisory Committee established in each building. The recommendations of the Faculty Advisory Committee will be given consideration by the respective principal.

H. Teachers have up to five (5) school days to turn in report cards. Teachers must communicate with parents/guardians if a student is having difficulty as soon as possible before or after grades are turned in.

I. High School Advisory

- The goals of the Advisory Program are 1) to ensure that all students in the Medway High School community feel welcomed and supported as a vital part of our school

climate and culture and, 2) to enhance and support district- and school-wide expectations for social, emotional and academic behavior.

- The Advisory Program will run for a period of no more than 25 minutes every other week. During this period, groups of students will meet with an assigned advisor in order to engage in activities presented and supervised by the advisor.
- Activities may be provided by administration or be of an advisor's own design. The advisor is responsible for determining how to engage their Advisory group. It is expected that activities will serve to fulfill the goals of the Advisory Program as stated above.
- Advisors will be provided with a minimum of 10 minutes per Advisory period to plan, create and prepare activities, or review and adapt suggested activities. This time will be provided during PLC sessions.
- There will be no formal observations, walk-throughs or written documentation of advisors during the Advisory period.

ARTICLE VI

EMPLOYEE ASSIGNMENT

A. Employees, except coaches, will be notified of their program for the coming year, including the schools to which they will be assigned, the grades and/or specific course that they will teach, and caseloads, no later than August 1st or as soon as practicable and, under normal circumstances, not later than the closing of schools for the summer recess. Teachers will be notified immediately of any change after the close of school but in no event beyond August 1st, except upon the occurrence of a resignation or similar emergency.

B. In order to assure that students are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily, and/or for good cause, outside the scope of their teaching certificates and/or their major or minor fields of study and in accordance with state statutes and regulations.

C. To the extent possible, changes in grade assignments in the elementary schools, change in grade and subject assignments in the middle school, and in subject assignments at the high school will be voluntary between the principal, or his designee, and the teacher. In arranging 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. A teacher who must regularly travel between schools will be reimbursed according to the IRS rate.

D. Employee assignments will be made without regard to race, creed, color, religion, nationality, marital status, gender, gender identity, or sexual orientation.

- E. When changes in teacher assignments are necessary, a teacher's area of competence, major or minor field of study, quality of teaching performance and length of service in Medway school system will be considered. Teaching assignments will be made with a constant regard for limiting the number of preparation periods required by individual teachers.
- F. Virtual high school teachers and site supervisors will be assigned no supervisory periods.
- G. No teacher shall lose his/her job because of Medway's participation in virtual classroom.

ARTICLE VII CLASS SIZE

The School Committee and the Federation recognize that class size is an important factor in good education and will, whenever possible, subject to space availability and all other educational consideration ensure that class size is of the most effective nature for both teacher and student. However, the final decision as a class size will be made by the School Committee, or its designee, in the best interest of all.

ARTICLE VIII ELEMENTARY BUS DUTY

A. Bus Duty

Effective the commencement of the fiscal year 2011 school year, the parties agree that bus monitoring duties at all Medway Schools may be assigned to employees other than teachers recognizing that teachers may be assigned such duties in an emergency provided they are paid the appropriate pro rata per diem for such emergency duties.

B. Payment

In the event the paid teacher is absent for five (5) days or less, the substitute teacher will be required to perform the bus duty as part of the substitute's duties. In the event the paid teacher is absent for five (5) consecutive days or more, another teacher may volunteer to take the duty. In such case, the volunteer shall be paid for such duty on a pro-rata basis and the stipend of the paid teacher will be decreased on the same pro-rata basis. In the event there are no volunteers, teachers may be assigned by the administration in the same manner as if no one applied, supra (pro-rata deduction and payment rules also apply).

C. It is recognized that the provisions of this Article VIII shall be applicable to the new elementary school (Memorial School).

ARTICLE IX VACANCIES AND PROMOTIONS

- A. Whenever any vacancy in a professional position occurs during the school year (September to June), it will be adequately publicized by the Superintendent of Schools by electronic posting as far in advance of the appointment as possible. This shall include open positions offered through the Community Education Department. During the summer recess, all employees from a department or grade so affected, as well as those that have indicated their desire for such positions, shall be notified by electronic mail and will have at least seven (7) days to apply for such position. Vacancies occurring after August 15th may be filled without regard to the seven (7) day period.
- B. All employee candidates for such positions shall be given the opportunity for an interview.
- C. Appointments will be made without regard to race, creed, color, religion, nationality, marital status, gender, gender identity, or sexual orientation.

ARTICLE X TRANSFERS

Although the Committee and the Federation recognize that some transfer of teachers from one school to another is unavoidable, they also recognize that frequent transfers of teachers is disruptive to the educational process and interferes with optimum teacher performance.

- A. When a reduction in the number of teachers in a school is necessary, volunteers will be considered first. If there are no volunteers, the displaced teacher shall have the opportunity to transfer to an open position for which he/she is certified and highly qualified.
- B. When involuntary transfers are necessary, a teacher's area of competence, major and /or minor field of study, quality of teaching performance and length of service in the Medway school system will determine which teacher will be transferred. An involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent, or his designee, at which time the teacher will be notified of the reasons for the transfer. The standard of review of the Superintendent's, or his designee, action hereunder shall be whether the administration was arbitrary and capricious.
- C. A list of open positions in other schools will be made available to all teachers being transferred, and all other factors being substantially equal, consideration will be given in filling such positions on the basis of professional background and length of service in the Medway school system.
- D. Notice of transfer will be given to teachers as soon as practicable and, under normal circumstances, not later than June 1st.

E. Teachers desiring a transfer will submit a written request to the Superintendent stating the assignment preferred. Such requests must be submitted between September 1st and February 1st of each school year to be considered for the next school year. Requests must be renewed each year.

F. Before a teacher is assigned or transferred to a particular school, the principal of the school in question will be consulted regarding said assignment or transfer.

ARTICLE XI JOB SHARING

Teachers may apply to job share under the following terms and conditions:

- A. Teachers shall not be required to apply for job sharing.
- B. Teachers who volunteer must be certified for the shared job.
- C. The job sharing request may not exceed one (1) school year.
- D. The job sharing application by the teachers involved is subject to the following procedure:
 - 1. Federation to assist in the development of the proposal.
 - 2. Principal – Interview, explanation, recommendation.
 - 3. Superintendent – interview, explanation, recommendation.
- E. If the application by the teachers involved is denied at any level below the School Committee, the denial does not prevent the teachers involved from proceeding to the next level of review. The Superintendent has the final decision.
- F. If a teacher wishes to job share and is unable to find a teacher presently employed in the Medway Public Schools who desires to job share, then the following individuals shall be eligible to job share in the order of priority.
 - 1. Teachers on leave of absence.
 - 2. Teachers on the recall list.
 - 3. Teachers on the recall list who refuse a job share opportunity shall not lose their recall rights as a result of such refusal.
- G. Teachers who job share shall receive full seniority credit. (Example: Teacher who job shares fifty percent (50%) for one (1) year gets one (1) full year's seniority credit for such year.)
- H. At the end of the job sharing school year, the participants shall return to their former status, subject to the terms and conditions of this Agreement and the law.

I. Notification dates are as follows, under normal circumstances, January 1 (of the school year preceding the job share year): Application to share must be filed.

January 1 (of the job share year): Notification of intent to return to full-time service.

February 1: The School Committee, under normal circumstances, will give its decision on the job share.

ARTICLE XII REDUCTION IN FORCE

In the event it becomes necessary to conduct a reduction in bargaining unit positions, the Parties agree to engage in impact bargaining over the implementation of the provisions of M.G.L. c. 71, s. 42 which became effective on September 1, 2016.

A. Definitions

1. Seniority: Seniority as used herein shall mean length of continuous service in the Medway Public Schools. The following rules shall be applicable in determining continuity of service for the purpose of this article:

a. An authorized leave of absence shall not destroy continuity of service. Such time, however, shall not be credited as time served, except as hereinafter provided.

b. A leave of absence granted for the following reasons shall be credited as time served:

1. Military leave (mandatory obligations).
2. Sabbatical leave.
3. Sick leave (paid status).

c. Additional Seniority Rules

1. Title I service shall be given credit as time served provided the service was continuous and there was no gap between such Title I service and regular teaching service.
2. Service as a substitute teacher shall not be credited as time served unless:
 - a. Such service was under contract; and
 - b. Such service was continuous and there was no gap between such substitute service and regular teaching service.

2. Subject Area Classifications: The Subject Area Classifications for the purpose of applying the reduction in force rules, follow MA DESE licensure guidelines:

B. Reduction in Force Rules

The following rules shall apply in the determination of which teachers are to be dismissed in the event a reduction in the number of teachers is deemed advisable by the Medway School District (including, without limitation, a dismissal under M.G.L. Chapter 43, whenever an actual decrease in the number of pupils in the schools of the Town renders such action advisable.

1. Teachers with professional teacher status shall not be dismissed if there is a teacher without professional teacher status whose position the teacher with professional teacher status is qualified to fill.
2. Volunteers will be first reviewed by the Administration.

Article XII, Section B (3) is amended to read as follows:

- a. In the event the Employer needs to lay off a teacher(s) with professional teaching status, the Employer shall identify all possible employees within subject area classifications, and layoff the employee with the least number of points according to the rubric below. The Parties intend the below rubric to satisfy the provisions of M.G.L. c. 71, s. 42 relative to reductions in force. If two employees have the same number of points, said employees shall be considered equal and seniority shall be the determining factor. If it occurs that seniority is the same then date of hire shall then be the determining factor.

Years of Service Points	One point per Year of Service
Licenses	Points
Provisional	1 point
Initial	2 points
Professional	3 points
Degree	
Bachelors	1 point
Masters	3 points
Credits beyond Masters	1 point per 6 credits
Evaluations	Points

0 infractions	2 points
1 minor infraction	1 point
More than 1 minor infraction or a serious infraction resulting in a suspension	0 points

- b. In the event the employee(s) with the lowest point level is targeted for layoff and holds more seniority than one or more other employees who hold the same certification, that employee targeted for layoff will have the opportunity to bump those with less seniority through the process of applying the rubric in B (3) a above to determine which employee is targeted for layoff.
- c. In the event the employee(s) with the lowest point level is targeted for layoff and holds a certification in a different area, that individual shall have the right to bump an employee in that secondary certification area. When this occurs, the Employer shall use the rubric in B (3) a above to determine which employee is targeted for layoff.

C. Notification-Option-Standard of Review (Applicable Only to Teachers Receiving Reduction in Force Notices From and After May 1, 1982)

- 1. The superintendent, in the event of a contemplated reduction in force, will meet with the Federation to discuss which teachers with professional teacher status he contemplates will be dismissed, hereinafter sometimes called “affected teachers(s).”
- 2. The Federation, within five (5) days of the meeting with the Superintendent, shall advise the Superintendent, in writing, as to whether they agree or disagree with the Superintendent’s contemplated “affected teachers.” In the event of disagreement, the specific reasons shall be set forth.
- 3. The affected teacher/s shall be granted the following options:
 - a. To elect an unpaid leave of absence status, in lieu of the dismissal, without challenge of the Superintendent’s proposed actions and implementation thereof. The leave of absence shall be for the length of the teacher’s recall rights, infra. Upon expiration of the teacher’s recall rights, the teacher shall be considered to have resigned. A resignation, subject to the conditions outlined herein, and in the form attached hereto as Appendix A (4), shall be filed with the notice of this election.
 - b. To elect an unpaid leave of absence status, in lieu of the dismissal, subject to challenge of the Superintendent’s proposed action and implementation thereof. The specific reasons for challenge must be filed with this notice of election. The leave of absence provided

herein under shall be subject to the same terms and conditions set forth in Section D (3) above, except that this leave will be granted, subject to challenge as above outlined.

c. The exercise of either option D (3) a or D (3) b shall be subject to the affected teacher waiving his or her M.G.L. Chapter 32 and Chapter 71 rights. The option must be exercised within ten (10) days following the aforesaid meeting with the Superintendent and must be on the form attached to this Agreement as Appendix A (4) or (5).

4. In the event the affected teacher elects option D(3) b, the following rules shall be applicable:

a. The parties shall attempt to agree upon the selection of an arbitrator. Such arbitrator must be able to hold a hearing within twenty (20) days of his/her selection and render a decision within twenty (20) days of the hearing. If the parties cannot agree upon an arbitrator, the arbitrator shall be selected under the Voluntary Arbitration Rules of the American Arbitration Association. Such arbitrator must also be able to hold a hearing and render a decision within the time constraints set forth immediately above.

b. In the event the Federation joins the affected teacher's election to proceed under this Article, then the costs of the arbitration proceeding shall be shared equally between the Medway School District and the Federation with each party bearing the expenses of preparing and presenting its own case but, if the Federation does not join in the affected teacher's election to proceed under this Article, then the costs of the arbitration proceeding shall be shared equally between the Medway School District and the affected teacher with such parties bearing the expense of preparing and presenting its own case. The fact that the Federation does not join in the affected teacher's election to proceed under this Article shall not bar the affected teacher from proceeding to arbitration, anything contained in the Agreement to the contrary notwithstanding. The Federation shall not have the right to proceed to arbitration alone.

D. Crossovers

In an Article XII R.I.F. situation (Reduction in Force of a teacher with professional teacher status), the Superintendent shall attempt to accommodate full-time teaching schedules through crossovers between the middle school and high school provided such crossovers are practical from a scheduling point of view, educationally sound, and avoid the R.I.F. Such attempted accommodation shall not compel, except as may otherwise be required by Article XII, "bumping" of another teacher or the splitting of another teacher's schedule.

E. Bargaining unit employees must submit credit or degree status changes to the Superintendent's Office by the end of September of the present school year.

F. Any credit or degree status change turned into the Superintendent's Office after the September deadline will be credited on the following year's seniority list.

G Seniority lists will be finalized by the Superintendent's Office and printed by the end of October or as soon as possible thereafter as practicable.

ARTICLE XIII RECALL RIGHTS

In the event it becomes necessary to conduct a reduction in bargaining unit positions under Article XII which may result in the potential of recall rights for bargaining unit members, the Parties agree to engage in impact bargaining over the implementation of the provisions of M.G.L. c. 71, s. 42 which became effective on September 1, 2016.

Teachers with professional teacher status who elect one of the options under Article XIII, Section D (3), shall have recall rights to permanent vacancies which the Medway School District desires to fill, subject to the following terms and conditions:

- A. Recall rights shall be limited to the subject area classification from which the teacher was dismissed under Article XII and shall not apply across the subject area classification except to the extent that the reduction in force rules were applied across the subject area classifications.
- B. Anything contained herein to the contrary notwithstanding, a teacher shall not be recalled to any position for which he is not certified.
- C. Effective September 1, 1982, a teacher's recall rights, as hereinbefore provided, shall continue for three (3) years from the teacher's last day of teaching. Vacancies to which appointments are made within said three (3) year period but in which teaching actually commences after said three (3) year period shall not be considered within the teacher's three-year recall period.
- D. Recall notices shall be sent by certified or registered mail to the teacher's last known address, with a copy of such notice being sent to the Federation. The recalled teacher shall have ten (10) working days, in the event notice is given during the school year, or twenty-one (21) calendar days, in the event notice is given during the summer, after receipt of notice, to accept the recall. In the event the recalled teacher does not accept the recall, all recall rights shall terminate.
- E. A teacher with professional teacher status recalled under this Article shall be credited, upon his return, with the amount of any unused accumulated sick leave standing in his name.
- F. A teacher with professional teacher status recalled under this Article shall be credited, upon his return, with the seniority which he achieved as of his last day of teaching for all non-economic purposes.
- G. A teacher with professional teacher status, upon recall, to the extent provided by law, shall have professional teacher status. Teachers with professional teacher status who elect one of the

options under Article XII Section D (3) shall be entitled to retain their group membership in the Town of Medway group insurance plans, subject to the terms and conditions thereof, provided (a) they pay one hundred percent (100%) of the premium cost; (b) the applicable carrier(s) does (do) not prohibit such inclusion; and (c) said inclusion is not contrary to law. The right of continued participation, as provided in this paragraph shall continue for the duration of the teacher's recall rights.

**ARTICLE XIV
EMPLOYEE EVALUATION**

A. Teachers shall be evaluated in accordance with the procedures set forth in the Medway Educator Evaluation Document negotiated as required by DESE 603 CMR 35.00; MGL c.69, §1B; c.71, §38. The parties hereby incorporate said Medway Educator Evaluation Document into this contract and attach it as Appendix C.

1. Section I.4 requires educators to collect and present evidence or information that relates to his/her performance against the standards and/or progress toward plan goals.

2. For the 2021-2022 school year, educators shall collect and submit evidence on progress toward student learning and professional practice goals ONLY.

3. An Educator is not required to submit evidence towards the standards, unless by decision of the Educator or requested by the Evaluator.

4. Prior to June 30, 2022, the Federation President and Superintendent will meet and review this temporary change in educator supplied evidence and determine whether to continue in this manner for another school year or revert back to the original language. Absent agreement, the pilot year will end and the provisions of Section I.4 will control for the 2022-2023 school year.

B. All monitoring or observation of the work performance of an employee will be conducted openly and with full knowledge of the employee.

C. No material derogatory to an employee's conduct, service, character or personality will be placed in his or her personnel file unless the employee has had an opportunity to review the material. The employee will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written answer to such material, and his answer shall be acknowledged by the Superintendent and attached to the file copy.

D. Any complaints regarding an employee made to any member of the administration by any parent, student, or other person shall be directed to the employee under conditions suitable to all parties concerned and conducive to a prompt solution. If the person making the complaint receives no satisfaction from the employee, the complaint in succession will be taken to the next administrative level for its resolution.

E. The Union recognizes the authority and responsibility of the principal for disciplining or reprimanding an employee for delinquency of professional performance. If an employee is to be disciplined or reprimanded by a member of the administration above the level of the principal, however, he/she will be entitled to have a representative of the Union present.

F. No PTS teacher will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.

1. Section 1.4 requires educators to collect and present evidence or information that relates to his/her performance against the standards and/or progress toward plan goals.

2. For the 2019-2020 school year, educators shall collect and submit evidence on progress toward student learning and professional practice goals ONLY.

3. An Educator is not required to submit evidence towards the standards, unless by decision of the Educator or requested by the Evaluator.

4. Prior to June 30, 2022, the Federation President and Superintendent will meet and review this temporary change in educator supplied evidence and determine whether to continue in this manner for another school year or revert back to the original language. Absent agreement, the pilot year will end and the provisions of Section 1.4 will control for the 2022-2023 school year.

ARTICLE XV

PROTECTION-ASSAULT

A. Employees will immediately report all cases of assault suffered by them in connection with their employment to the Superintendent of Schools in writing.

B. This report will be forwarded to the Committee which will comply with any reasonable request from the employee for information in its possession relating to the incident or the persons involved and will act in appropriate ways as liaison between the employee, the police and the courts.

C. If criminal or civil proceedings are brought against an employee alleging that he committed an assault in connection with his employment, the Committee may furnish legal counsel to defend him or her in such proceedings if he or she requests such assistance. If the Committee does not provide such counsel and the teacher prevails in the proceeding, then the Committee will reimburse the employee for reasonable counsel fees incurred by him or her.

SECTION 4
ARTICLE XVI

LEAVE

A.

1. Non-tenured teachers will receive fifteen (15) days a year non-cumulative at the rate of 1-3/10 days per month. Tenured teachers will receive fifteen (15) days a year cumulative to two hundred (200) days. Upon reaching tenure, teachers will be credited with any accumulated sick leave up to forty-five (45) days. Any non-tenured teacher who leaves the system prior to the regular closing date of school will have any sick days already granted over and above the number of full months of employment deducted from his or her pay. Up to five (5) days of the aforementioned fifteen (15) days may be utilized for illness in the teacher's immediate family which necessitates the teacher's presence.

2. Sick Leave Buyback

a. Teachers who retire, pursuant to the Massachusetts Retirement Law, from the Medway Public Schools shall receive \$25 dollars per day for unused accumulated sick days at the time of retirement.

b. Teachers possessing two hundred (200) accumulated sick days may annually sell-back any of their unused annual sick days over 200 at the rate of \$25 per day.

B. A written notice of application for benefit under the cumulative sick leave rules may be required by the Superintendent of Schools in order to receive consideration for the cumulative sick leave allowance. The Superintendent may require a certificate from the teacher's physician to be submitted for any absence in excess of five (5) consecutive school days provided, however, the Superintendent may require a certificate for any absence prior to five (5) consecutive school days when there is a reasonable basis to require such a certificate. In the event the Superintendent requires a certificate for any absence prior to five (5) consecutive days, the Federation shall receive a copy of any written notice given to the teacher so requiring such certificate. The teacher, in the event a meeting is held with the Superintendent to discuss the certificate, may upon his or her request, have a Federation representative present.

C. The superintendent may, upon request made in writing, grant leave with pay for the following reasons: Educational conferences, conventions, workshops and visitations.

D. The superintendent may, upon request made in writing, grant leave (to be deducted from unused personal days and, if none, then from sick leave) for the following reasons:

- (1) To attend a funeral (other than immediate family).
- (2) To attend the wedding of someone in family.

- (3) To attend the college or high school graduation of son, daughter, sister, brother or spouse.
- (4) Illness or injury in family.
- (5) Teacher's own marriage.
- (6) Any other reasons approved by the Superintendent.

E. The superintendent shall, upon request made in writing and upon two (2) weeks notice, grant leave, without pay, of up to five (5) school days, for the purpose of the teacher's own marriage.

F. The superintendent shall, upon request made in writing and upon two (2) weeks' notice, except in cases of emergency, grant leave with pay (five (5) days maximum) for the following reasons: To attend legal proceedings requiring his or her attendance and over which he or she has no control provided the Committee, and/or the individual members thereof, are not parties to the litigation.

G. Tenured teachers will be allowed to donate one (1) of their sick leave days to a pool of sick leave days for the use of any teacher whose illness exceeds the number of sick days allotted to him or her, and who is considered deserving by the Federation. The total number of days donated from the sick pool shall not exceed two hundred (200) days at one time.

There shall be a cap of one hundred twenty (120) days per teacher over six (6) school years. The six (6) years is a rolling six (6) years after the completion of a base period of six (6) years which commences the year the teacher is granted any days from the bank.

H. Teachers will receive two (2) personal days per year. Personal Days are for emergencies or personal business matters that cannot be conducted during non-school hours. In no event may personal days be used to extend a holiday or vacation, including using a personal day to travel on the normal workday immediately preceding or following a vacation holiday. Teachers may request an exception by the Superintendent as described below.

Application for personal leave will be made at least forty-eight (48) hours before taking such leave (except in case of emergencies), and the applicant for such leave will not be required to state the reason for taking such leave except that if the request involves two (2) days before or two (2) days after a holiday, recess or vacation, the teacher in question must state the reason for such emergency absence to and receive approval of the superintendent *or his/her designee, which shall not be unreasonably denied.*

During the period from 5/1 to the end of each school year, not more than the following number of teachers in each building may be on personal leave on the same day, unless otherwise approved by the superintendent:

1. High school – Two teachers
2. Middle School – two teachers
3. Burke and Memorial Schools – Total of two teachers

4. McGovern School – One teacher

In the event a teacher does not utilize any of the personal days to which he/she is entitled in any school year, the day(s) not so utilized shall then be added to the teachers' accumulated sick leave. In the event the teacher is at maximum accumulation, the unused personal days shall be bought back at the rate set forth in Article XVI A (2) a.

I. Employees shall have access to sick leave records, and current balances through AESOP or another electronic means.

J. The President of the Federation shall be entitled to attend the following proceedings involving the Federation and Medway Public Schools without loss of pay or deduction from his personal sick leave account:

1. Arbitration hearings.
2. Proceedings at the Labor Relations Commission.
3. Court proceedings relating to (1) and (2).

Where his presence is needed, the Chairman of the Grievance Committee, or other similar Federation official, shall be entitled to attend the aforementioned without loss of pay or deduction from his personal sick leave account.

ARTICLE XVII SABBATICAL LEAVE

Upon recommendation by the superintendent of schools, sabbatical leaves may be granted for study to employees, except coaches, by the Committee subject to the following conditions:

1. Requests for sabbatical leave must be received by the superintendent of schools in writing, such form as may be required by the superintendent of schools, no later than January 15th, and action must be taken on all such requests no later than April 15th of the school year preceding the school year for which the sabbatical leave is requested.
2. The employee has completed at least nine (9) full school years of service in the Medway School System.
3. Employees on sabbatical leave will be paid at one hundred percent (100%) of their regular salary rate.
4. The employee will agree to return to employment in the Medway School System for two (2) full years.

5. No more than two (2) employees may be on sabbatical leave at one (1) time.
6. The sabbatical leave will not be denied without reason.
7. A form approved by both parties shall become an addendum to this agreement.
8. In the event the Committee denies the request for sabbatical leave, the Committee, upon request made in writing by the applicant within ten (10) days of said denial, shall meet with the applicant to discuss its denial.

Anything contained in the Agreement to the contrary notwithstanding, the granting of sabbatical leaves shall be within the sole discretion of the Committee, and the Committee's denial thereof shall not be subject to the grievance and arbitration provisions of this agreement.

ARTICLE XVIII EXTENDED LEAVES OF ABSENCE

- A. Military leave will be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States. Upon return from such leave, an employee will be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence up to a maximum of two (2) years. Such employee must apply for reappointment within ninety (90) days from date of discharge or separation.
- B.
1. *Parental* leave, for up to one (1) year, without pay, will be granted to a teacher upon request. Teachers shall notify their principal as soon as the pregnancy has been determined. Appropriate medical evidence of fitness will be required prior to return from such a leave.
 2. Employees will be allowed to utilize sick leave for the period of disability caused by pregnancy.
- C. Any employee may be granted a leave of absence without pay for one (1) full year or two (2) full school years for purposes of childrearing. Employees on childrearing leaves will return on September 1st with no increment in pay, but the arrangements for the date of return may be modified by the Superintendent. This provision shall apply to both natural and adoptive parents.
- D. A leave of absence without pay or increment of up to one year may be granted for the purpose of caring for a sick member of the employee's immediate family subject to the approval of the Superintendent. Additional leave may be granted at the discretion of the Superintendent.
- E. Any employee whose personal illness extends beyond the period compensated, may be granted a leave of absence without pay for such time as is necessary for complete recovery from

such illness at the discretion of the Superintendent. Requests for leave will be supported by medical evidence and will be limited to one (1) year.

F. Other leaves of absence without pay may be granted by the superintendent.

G. All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his return, and he will be assigned to the same position which he held at the time said leave commenced, if available or, if not, to a substantially equivalent position.

H. All requests for extensions or renewals of leaves will be applied for and, if granted or denied, shall be in writing.

I. Employees on leave of absence shall be allowed to remain in the group insurance plan but will be responsible for one hundred percent (100%) of the cost of such coverage.

J. Leaves of absence up to two (2) years may be granted for employee exchange programs and for foreign teaching programs, subject to the approval of the superintendent.

K. All employees on extended leave of absence must advise the administration by April 1st of their intent to return the following September.

ARTICLE XIX BEREAVEMENT LEAVE

A.

1. A teacher shall be entitled to be absent with pay for five (5) days in the event of the death of his or her mother, father, sister, brother, child, spouse, domestic partner, or other relative residing in the teacher's household. The five (5) days shall be measured from the date of death (lost work time within said five (5) day period). For purposes of this provision, a domestic partnership is an interpersonal relationship between two individuals who live and share a common domestic life but are not married.
2. A teacher shall be entitled to be absent with pay for four (4) days in the event of the death of his or her mother-in-law or father-in-law. The four (4) days shall be measured from the date of death (lost work time within said four (4) day period)
3. A teacher must attend the funeral services if conducted within a reasonable distance from the teacher's residence.

B. A teacher shall be entitled to be absent with pay on the day of the funeral to attend the funeral of his or her aunt, uncle, niece, nephew, first cousin, brother-in-law, sister-in-law, or grandparents.

C. In the event the funeral or memorial service occurs after the aforementioned five (5) day period measured from the date of death, the teacher shall be entitled to be absent with pay to attend.

Requests for an exception to the above mentioned requirements may be submitted to the Superintendent who may consider on a case by case basis. The decision of the superintendent is not subject to the grievance process as outlined in this agreement.

SECTION 5
ARTICLE XX
INSURANCE AND ANNUITY PLAN

A. The Committee will pay the percentage paid by the Town of Medway for a term life insurance plan of the type presently available to town employees.

1. A term life insurance plan of the type presently available to town employees.

B. Employees will be eligible to participate in a "tax-sheltered" Annuity Plan established pursuant to United States Public Law No. 87-370.

C. Health Insurance

1. Employee contribution rate for HMO will increase to 25% effective September 1, 2008;
2. Employee contribution rates for any new enrollees on or after the date of ratification of this Agreement will be 30.0% except that any employee employed in Unit A as of June 1, 2006, not currently enrolled in the HMO plan may enroll in the plan at the then existing employee contribution rate, if the employee has lost his/her existing health insurance plan through no fault of his/her own, i.e., death of spouse or spouse's loss of job;
3. Employees will be eligible to participate in the Flexible Spending Account in accordance with the limits set by the IRS
4. The maximum cap for the dependent Care Savings Account Plan will be increased to the maximum allowed by the IRS;

5. Either party may request a meeting during the term of this Agreement for the sole purpose of negotiating a financial incentive to offer employees currently enrolled in the health insurance plan should they choose to withdraw from enrolling in the plan.

ARTICLE XXI EARLY RETIREMENT

The purpose of this Article is to provide a financial incentive for a teacher to retire early between the fiscal year in which his or her fifty-second (52nd) to sixty-third (63rd) birthday occurs. The terms and condition of the early retirement program are as follows:

- A. The teacher must complete twenty (20) years of service in the Medway Public Schools to be eligible for participation in the program.
- B. The teacher must attain at least his forty-ninth (49th) birthday during the fiscal year he declares his intent to participate.
- C. The teacher must retire between ages fifty-two (52) and sixty-three (63) and be eligible to retire pursuant to Massachusetts Teachers' Retirement Law at the end of the third, second or next fiscal year after the year in which the teacher's declaration of intent was made.
- D. The teacher must give notice of intent to participate in the program by January 15th of the school year preceding the school year in which the program commences.
- E. For each of the remaining school years (maximum of three (3) years) following the school year in which the notice of the intent to participate is given, the teacher shall be paid the following additional salary:
 1. Retire between ages 52-60:

Three (3) years advance notice: \$3,000 each year (\$9,000 total).
Two (2) years advance notice: \$3,000 each year (\$6,000) total).
One (1) year advance notice: \$3,000 each year (\$3,000 total).
 2. Retire between ages 61-63:

Three (3) years advance notice: \$1,500 each year (\$4,500 total).
Two (2) years advance notice: \$1,500 each year (\$3,000) total).
One (1) year advance notice: \$1,500 each year (\$1,500 total).
- F. The teacher's notice of intent to retire cannot be withdrawn or revoked. It shall be deemed a resignation accepted by the Committee.

SECTION 6
ARTICLE XXII
DUES DEDUCTION

A. The Committee agrees to deduct from the salary of its employees, dues as designated by the Medway Federation of Teachers as said employees individually and voluntarily authorize the Committee to deduct, and direct the Treasurer of the Town of Medway to transmit the monies to the Medway Federation of Teachers.

B. The Committee agrees to deduct from the salary of its employees, monies approved by the Medway Federation of Teachers as said employees individually and voluntarily authorize the Committee to deduct, and direct the Treasurer of the Town of Medway to transmit the monies as designated by the employees.

SECTION 7
ARTICLE XXIV
GRIEVANCE PROCEDURE

A. A "grievance" is hereby defined to mean a dispute involving the meaning, interpretation or application of this contract.

B. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits to the aggrieved employee and to the president of the Federation shall permit the aggrieved party or parties to proceed to the next step.

C. Failure at any step of this procedure to appeal the grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision at that step.

D. No reprisals of any kind shall be taken by any party of this contract against any party in interest, any witness, any member of the Personnel Committee of the Federation, or any participant in the grievance procedure by reason of such participation.

E. A grievance that affects a group or class of employees from a different building or department, or is of a general nature, may be submitted in writing by the Federation to the Superintendent directly and the processing of such grievance shall be commenced at Level Three.

F. If any employee covered by this contract shall present any grievance without representation by the Federation, the disposition, if any, of the grievance shall be consistent with the provisions of this contract. The Federation shall be permitted to be heard at all levels of the grievance procedure.

When a grievance arises, the grievance must be filed within ten (10) school days or, when school is not in session, fourteen (14) calendar days from the day of the event upon which the grievance is based or from the date when the employee had or should have had knowledge of the event.

- G. Either party may use a recording device, such usage shall be with the full knowledge of the other party and the tapes or transcripts will be provided upon request.
- H. All meetings concerning Levels One, Two, three and Four shall be held at a time mutually convenient to both parties.
- I. Witnesses may be called at all levels
- J. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel file of the participants.
- K. In the event a grievance is filed which encompasses the summer months, the parties shall attempt to continue to process the grievance (various levels) during such months.

LEVEL ONE

An employee with a grievance shall, with or without a representative of the Federation, present it to his immediate supervisor first, or to the level at which it can reasonably be resolved within ten (10) school days of the event on which the grievance is based. In no case shall a grievance begin beyond Level Three. If not resolved, the grievance shall be reduced in writing to the supervisor, briefly stating the elements of the grievance and the portions of the contract applicable before proceeding to Level Two, and the supervisor shall acknowledge receipt of the same within five (5) school days.

LEVEL TWO

In the event that the grievance shall not have been disposed of at Level One, or in the event that no decision has been reached within five (5) school days after presentation of the grievance at Level One, the grievance shall be reduced in writing and referred to the school principal within five (5) school days of the disposition under Level One.

LEVEL THREE

A. In the event that the grievance shall not have been disposed of to the satisfaction of the aggrieved employee at Level Two, or in the event that no decision has been reached within ten (10) school days after presentation of the grievance to the principal, the grievance shall be reduced in writing and referred to the superintendent of schools, specifically stating the elements

of the grievance and showing how his grievance relates to specific portions of the contract, within five (5) school days of the disposition under Level Two.

B. The superintendent shall represent the school committee at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance by the superintendent, he or his designee shall meet with the aggrieved employee and the said chairman of the grievance committee or his designee, in an effort to settle the grievance.

LEVEL FOUR

In the event that the grievance shall not have been disposed of at Level Three, or in the event that no decision has been rendered within ten (10) school days after the Level Three meeting, the grievance shall be referred in writing to the school committee.

LEVEL FIVE

A. In the event that the grievance shall not have been satisfactorily disposed of at Level Four, or in the event that no decision has been rendered within ten (10) school days after the Level Four meeting, the Federation may refer in writing within ten (10) school days of the disposition under Level Four the unsettled grievance to arbitration. The arbitrator shall be selected by agreement between the parties. If the parties are unable to agree upon an arbitrator, the selection shall be made by the American Arbitration Association in accordance with its rules and regulations.

B. The arbitrator shall be without power or authority to modify or alter the terms of this contract.

C. The decision of the arbitrator shall be in writing and shall be rendered within thirty (30) days after the hearing is declared closed. This decision shall be final and binding on both parties.

D. The costs for the services of the arbitration shall be borne equally by the School Committee and the Federation.

E. No employee shall have the right to require arbitration, that right being reserved for the Federation.

SECTION 8 **ARTICLE XXV** **VALIDITY OF AGREEMENT**

If any provision of this Agreement is held to be contrary to law, then such provision will be deemed valid only to the extent permitted by law, but all other provisions of this Agreement will continue in full force and effect. The parties will meet not later than ten (10) days after any such holding for the purpose of renegotiating the provision or provisions affected.

**ARTICLE XXVI
FUNDING**

In the event the Committee budget presented to the Town Meeting by the Committee for each fiscal year during the life of this Agreement is not fully funded, the settlement for that school year shall be of no force and the effect at the discretion of the Committee. In the event the Committee so exercises its discretion, the parties shall meet to negotiate as if no agreement for that school year had been reached.

**ARTICLE XXVIII
DURATION**

This Agreement shall become effective August 21, 2021 except as otherwise provided herein, and shall continue in full force and effect until August 20, 2022. Negotiations for a successor Agreement shall begin no later than thirty (30) days, but in no event earlier than November 15, 2021 after written notice by either party of its desire to commence negotiations for a successor Agreement. The Committee and the Federation, upon receipt of said notice, shall make mutually satisfactory arrangements to engage in negotiations for a successor Agreement.

**SECTION 9
ARTICLE XXX
NURSES AND NURSE ASSISTANTS**

1. Subject to the fulfillment of their professional responsibilities, the nurses will have an unpaid duty free lunch period thirty (30) minutes during the regular work day. In the event that the fulfillment of their professional responsibilities prevents the nurse from receiving such unpaid duty free lunch period, compensatory time shall be given for the deficiency.
2. Nurses shall not be required to perform non-nursing duties, e.g. recess, lunch duty, etc.
3. The District agrees to reimburse each school nurse, up to a limit of one hundred twenty-five dollars (\$125), his/her membership dues in the Massachusetts School Nurses Association.
4. Nurses who are authorized to use their private automobiles for school-related matters will be reimbursed for mileage according to the IRS rate.
5. Upon proper verification, the District agrees to reimburse each school nurse in an amount not to exceed three hundred dollars (\$300.00) per contract year, for clothing directly related to school nurse duties.

MEDWAY FEDERATION OF TEACHERS

MEDWAY SCHOOL COMMITTEE

By: Megan Morrison

Dated: 8/30/21

By: Susan Dietrich

Dated: 8/31/21

APPENDIX A (1)
TEACHER COMPENSATION

Contract Year 1 Days 1-91, 1.25% for all								
School Year 2021-2022								
Step	B	B+15	B+30	M	M+15	M+30	M+45	M+60
1	\$49,259.75	\$51,319.72	\$52,868.18	\$53,894.41	\$55,442.87	\$56,468.02	\$58,017.56	\$59,570.33
2	\$51,830.14	\$53,894.41	\$55,442.87	\$55,958.67	\$57,508.21	\$59,053.46	\$60,595.48	\$62,138.57
3	\$54,403.76	\$56,470.17	\$58,018.64	\$58,536.59	\$60,080.76	\$61,624.92	\$63,170.17	\$64,710.04
4	\$56,470.17	\$58,536.59	\$60,080.76	\$60,595.48	\$62,139.65	\$63,682.74	\$65,226.91	\$66,778.60
5	\$59,569.26	\$61,624.92	\$63,169.09	\$64,198.54	\$65,749.16	\$67,289.03	\$68,843.94	\$70,381.66
6	\$62,139.65	\$64,198.54	\$65,749.16	\$66,778.60	\$68,323.85	\$69,869.09	\$71,413.26	\$72,958.50
7	\$65,226.91	\$67,289.03	\$68,843.94	\$69,869.09	\$71,926.91	\$73,476.45	\$75,015.25	\$76,572.31
8	\$68,323.85	\$70,381.66	\$71,926.91	\$72,958.50	\$75,015.25	\$76,572.31	\$78,110.03	\$79,653.13
9	\$71,413.26	\$73,476.45	\$75,015.25	\$76,053.29	\$78,110.03	\$79,653.13	\$81,199.45	\$82,744.69
10	\$74,501.60	\$76,572.31	\$78,627.98	\$79,653.13	\$81,199.45	\$82,744.69	\$84,291.01	\$85,836.25
11				\$81,199.45	\$82,744.69	\$84,291.01	\$85,836.25	\$87,377.20
12				\$86,507.14	\$88,084.46	\$86,864.62	\$88,415.24	\$89,959.41
13						\$92,289.19	\$93,865.41	\$95,441.64
Contract Year1 Days 92-183, 1.25% for all, 1.75% for M+60 Step 13								
School Year 2021-2022								
Step	B	B+15	B+30	M	M+15	M+30	M+45	M+60
1	\$49,875.50	\$51,961.21	\$53,529.04	\$54,568.09	\$56,135.91	\$57,173.87	\$58,742.78	\$60,314.96
2	\$52,478.02	\$54,568.09	\$56,135.91	\$56,658.16	\$58,227.07	\$59,791.63	\$61,352.92	\$62,915.31
3	\$55,083.80	\$57,176.05	\$58,743.87	\$59,268.29	\$60,831.76	\$62,395.24	\$63,959.80	\$65,518.91
4	\$57,176.05	\$59,268.29	\$60,831.76	\$61,352.92	\$62,916.39	\$64,478.78	\$66,042.25	\$67,613.34

5	\$60,313.87	\$62,395.24	\$63,958.71	\$65,001.02	\$66,571.02	\$68,130.14	\$69,704.49	\$71,261.43
6	\$62,916.39	\$65,001.02	\$66,571.02	\$67,613.34	\$69,177.89	\$70,742.45	\$72,305.93	\$73,870.48
7	\$66,042.25	\$68,130.14	\$69,704.49	\$70,742.45	\$72,825.99	\$74,394.91	\$75,952.94	\$77,529.46
8	\$69,177.89	\$71,261.43	\$72,825.99	\$73,870.48	\$75,952.94	\$77,529.46	\$79,086.41	\$80,648.79
9	\$72,305.93	\$74,394.91	\$75,952.94	\$77,003.96	\$79,086.41	\$80,648.79	\$82,214.44	\$83,779.00
10	\$75,432.87	\$77,529.46	\$79,610.83	\$80,648.79	\$82,214.44	\$83,779.00	\$85,344.65	\$86,909.20
11				\$82,214.44	\$83,779.00	\$85,344.65	\$86,909.20	\$88,469.41
12				\$87,588.48	\$89,185.52	\$87,950.43	\$89,520.43	\$91,083.90
13						\$93,442.80	\$95,038.73	\$97,111.87

Any additional funds specifically earmarked for teachers' salaries from any source will be so applied provided, however, that such application shall continue only so long as the funding continues.

General

1. Approved for B+15 and B+30 differentials granted only if courses taken are in any way related to the field of employment or are in an approved part of a Master's program.

2. Assistant (Teaching) Principal in Elementary School — additional ten percent (10%) of the Masters column, Step 6, rate of pay, provided the Assistant Teaching Principal has a Master's Degree. In the event the Assistant Teaching Principal does not have a Masters Degree, the salary shall be ten percent (10%) of the Bachelors column, Step 6, rate of pay. In addition to his or her other duties, the duties of the Assistant (Teaching) Principal shall include the duties of the bus monitor after the bus monitor completes his or her regular period of duty.

3. Reading Specialists and Speech Therapists who commenced teaching as such prior to the end of the 2002-2003 school year shall receive an additional six percent (6%) of Bachelors base.

No such additional compensation shall be paid to Reading Specialists and Speech Therapists who commenced teaching as such from or after the beginning of the 2003 school year.

4. The regular annual increment for teachers shall not be considered automatic; it will be granted with the recommendation of the Superintendent with the approval of the School Committee.

5. Credit for experience either outside or in Medway will be evaluated by the Superintendent for the purpose of determining the Step upon which a prospective teacher will be placed.

6. Teachers who expect to receive a Master's degree or additional credits (15-30-45-60) beyond the Master's degree by August 31 of a given year shall notify the Superintendent by December 1 of the prior year for budgetary purposes. This will also apply to teachers who expect to receive 15 or 30 credits beyond the Bachelor's degree.

7. Guidance counselors (any or all) may be required by the Superintendent to work up to an additional ten (10) days beyond the regular teachers' work year. If so required, the extra days shall be paid at the guidance counselor's per diem rate of pay. Any days beyond the aforementioned ten (10) days are subject to the mutual agreement of the Superintendent and the guidance counselor and shall also be paid at the guidance counselor's per diem rate of pay.

The ten (10) additional days will include five (5) days after the end of the current school year and five (5) days prior to the start of the new school year, unless otherwise mutually agreed upon between the guidance counselors and the Superintendent. Special Education Coordinators may be required by the Superintendent to work up to an additional twenty (20) days beyond the regular teachers' work year. If so required, the extra day shall be paid at the special education coordinator's per diem rate of pay.

8. Grade 6 Environmental Trip - Teachers participating in the Grade 6 Environmental Trip will receive a full day off with pay.

- If the Middle School cannot fill all chaperone positions internally for the Environmental Trip, then the remaining chaperone positions will be posted system-wide.
- The Environmental Trip Coordinator shall receive a \$1,500 stipend.

9. The rates of pay shall be pro rata for regular part-time teachers.

10. Middle School Team Leaders Stipend:

- i) Two-person team: \$1193
- ii) More Than Two-Person Team: \$2727

The number of teams and the number of teachers on a team shall be determined by the Superintendent.

APPENDIX B
Coaches and Advisors Stipends

A. Schedules

8/21/2021

Position	Step 1	Step 2	Step 3
Alpine Ski Coach, Head	2,713	3,083	3,617
Alpine Ski Coach, Assistant	1,224	1,391	1,632
Baseball, Assistant	2,617	3,003	3,549
Baseball, Head	3,695	4,080	4,678
Baseball Freshman	2,352	2,737	3,284
Basketball Freshman	2,874	3,259	3,818
Basketball Assistant	3,130	3,516	4,086
Basketball, Head	4,313	4,697	5,324
Cheerleading, Assistant	1,942	2,224	2,624
Cheerleading, Head	2,642	3,028	3,575
Cross Country H.S.	3,130	3,516	4,086
Cross Country M.S.	1,698	1,910	2,335
Cross Country MS Assistant	849	955	1,167
Field Hockey, Assistant	2,874	3,259	3,818
Field Hockey, Head	3,952	4,337	4,947
Field Hockey M.S.	1,698	1,910	2,335
Field Hockey MS Assistant	849	955	1,167
Football, Assistant	3,952	4,337	4,947
Football, Head	5,132	5,518	6,184
Golf, Head HS	2,823	3,208	3,763
Golf, Assistant HS	1,273	1,447	1,698
Golf MS	1,698	1,910	2,335
Golf MS Assistant	849	955	1,167
Gymnastics, Head	3,714	4,139	4,563

Ice Hockey, Assistant	3,438	3,825	4,411
Ice Hockey, Head	4,519	4,902	5,540
Lacrosse, Assistant	2,617	3,003	3,549
Lacrosse, Head	3,695	4,080	4,678
Soccer, Assistant	2,874	3,259	3,818
Soccer, Head	3,952	4,337	4,947
Soccer, Freshman	2,608	2,993	3,553
Softball, Assistant	2,617	3,003	3,549
Softball, Head	3,695	4,080	4,678
Swimming, Head	2,771	3,158	3,614
Tennis, Assistant	2,515	2,901	3,442
Tennis, Head	2,771	3,158	3,637
Tennis, M.S.	1,698	1,910	2,335
Tennis, MS Assistant	849	955	1,167
Track, Assistant	2,464	2,850	3,388
Track, M.S.	1,698	1,910	2,335
Track MS Assistant	849	955	1,167
Track, Head	3,541	3,926	4,517
Ultimate Frisbee	2,653	2,865	3,078
Volleyball, Assistant	2,874	3,259	3,818
Volleyball, Freshman	2,617	3,003	3,549
Volleyball, M.S.	1,698	1,910	2,335
Volleyball MS Assistant	849	955	1,167
Volleyball, Head	3,952	4,337	4,947

ADVISOR STIPENDS

Effective August 21, 2021

Section 1: Compensation for additional responsibilities to teaching duties. These positions are expected to carry out responsibilities as outlined in the individual job description or programmatic assignment for said position.

		2021-2022
Name of Position		
1	CSL Project Coordinator	1,600
2	CSL Team Member (each)	800
3	Curriculum and Instructional Leaders/Department Heads	5,000
4	Discipline Monitor	2,000
5	ELL Coordinator	3,000
6	Environmental Trip Coord.	1,500
7	Fine and Performing Arts Coordinator	2,525
8	Instructional Support Team Coordinator (IST) (one per building)	2,739
9	Mentor Teacher	1,500
10	Mentor Teacher for 2	2,250
11	Mentor Teacher Trainor	100 (per day)
12	Nurse Coordinator	4,500
13	PBIS Coordinator	2,739
14	Scholastic Awards Advisor (Middle and High School)	1,818
15	Scholastic Awards Chairperson (graduation)	2,634
16	Senior Awards Chairperson (graduation)	2,380

17	Special Olympics Coord.	1,500
18	Student Activities Coord.	3,000
19	Team Leader	2,727
20	World Language Coordinator	2,525
21	Athletic Coordinator (Middle School)	3,000

Section 2: Stipends for being an extracurricular activity advisor. Advisors are generally expected to work the number of hours to support the club or activity. Compensation is categorized, as outlined below, into three groups of advisors based on the approximate time commitment to complete the assignment.

Group 1 – The employees who supervise these clubs and activities in this group are generally expected to work more than sixty-five (65) hours conducting meetings/activities, planning, and fundraising.		
	Name of Position	2021-2022
22	40% of Happiness and Joy	3,000
23	Best Buddies Advisor	3,000
24	Class Advisor (Freshman, Sophomore, Junior, Senior)	3,000
25	E-Sports	3,000
26	Helping Hands/Community Service Program	3,000
27	Music Program - Band Director	3,000
28	Mustang Message (Funded through Medway Cable)	3,000
29	National Honor Society	3,000
30	Newswatch Club (Funded through Medway Cable)	3,000
31	Peer Counselor	3,000

32	Science Olympiad	3,000
33	Student Council (High School)	3,000
34	Student Council (Middle School)	3,000
35	TADA Advisor	3,000
36	Theater Program - Set Director	3,000
37	Theater Program - Drama Director (Middle School and High School)	3,000
38	Theater Program - Musical Director (Middle School and High School)	3,000
39	Theater Program - Stage Manager	3,000
40	Unity Club	3,000
41	WiSTEM	3,000
42	Yearbook	3,000

Group 2 - The employees who supervise these clubs and activities in this group are generally expected to work more than thirty (30) hours up to sixty-five (65) hours conducting meetings/activities, planning, and fundraising.

	Name of Position	2021-2022
43	533 Community Service (High School)	2,250
44	Government Interns	2,250
45	LEO'S Club Advisor	2,250
46	Music Program - ACapella Director	2,250
47	National History Day	2,250
48	Newspaper	2,250
49	Outdoor Club	2,250
50	SADD	2,250

51	School Store	2,250
52	Science Fair Advisor	2,250
53	Student Government Day	2,250
54	Theater Program - Assistant Director (Middle School and High School)	2,250
55	Unicef	2,250
56	WEB Advisor	2,250
57	Weight Room Supervisor/Strength and Conditioning Coach (one per semester)	2,250
58	World of Difference (Middle School and High School)	2,250

<p>Group 3 - The employees who supervise these clubs and activities in this group are generally expected to work up to thirty (30) hours conducting meetings/activities, planning, and fundraising.</p>		
	Name of Position	2021-2022
59	Book Club Advisor	1,500
60	Democrats of America	1,500
61	Fishing Club	1,500
62	Green Team Advisor	1,500
63	International Thespian Society	2,250
64	IPEC Leaders Club	1,500
65	Language Leaders	1,500

66	Latin Club	1,500
67	Mandarin Club	1,500
68	Math Team/League (Middle School and High School)	1,500
69	Medway Veterans Oral History Project	1,500
70	Microfinance Club	1,500
71	Music Program - Jazz Band Director (Middle School and High School)	1,500
72	Project Green Advisor	1,500
73	Robotics Club	1,500
74	Tri-M (Music Honor Society) Advisor	1,500

Section 3: If an extracurricular activity is shared by two or more employees, the stipend shall be divided equally amongst advisors unless otherwise noted.

B. General

1. All extracurricular positions will be posted and reappointed annually provided, however, that in the event of reappointment, the position need not be posted. Anything contained in this agreement to the contrary notwithstanding, appointments and reappointment to extracurricular positions shall be at the discretion of the Superintendent and his/her decision in this regard shall not be subject to the grievance and arbitration provisions of this Agreement. Retired Medway Staff are eligible to be considered for coaching positions.

2. Coaches for Fall and Winter sports will be appointed as soon as possible and no later than the close of the school year.

3. Coaches for Spring sports shall be appointed by the end of November of the preceding year.

4. No coach shall be disciplinary discharged from his position during the course of his annual appointment except for just cause. It is expressly understood and agreed that this paragraph shall not be applicable to the non-reappointment of a coach; rather, reappointment shall be governed by paragraph E2, **supra**.

5. The Superintendent reserves the right to place employees newly appointed to a position (individual was not the immediate preceding appointee in the position) at any step on the applicable rate range.

APPENDIX B, SECTION C, COACHES AND ADVISORS

- C. The following process will be followed in relation to the addition of any new coaching, advisor or extra-curricular positions (hereinafter referred to as “extra-curricular positions”):
1. The Committee retains the managerial authority to create a new extra-curricular position, eliminate an existing extra-curricular position, or fill an existing extra-curricular position.
 2. If an employee desires to start a new extra-curricular club or other activity, he/she may do so with the permission and approval of the building principal.
 3. There will be a one school year pilot of any new principal-approved extra-curricular club/activity. During the pilot year, the employee serving as the advisor will be paid an annual stipend of \$250.00.
 4. At the conclusion of the pilot year, the principal will make a recommendation to the Superintendent as to whether the club/activity should continue.
 5. If, at the sole discretion of the Superintendent, the decision is made to seek approval and funding for the extra-curricular position from the School Committee, a proposal will be forwarded to the MFT President.
 6. The Committee and the MFT will meet to negotiate over the impact of the decision to create a new club, including but not limited to the amount of the annual stipend.
 7. Creation of the new club remains subject to approval and funding by the School Committee.

This Memorandum of Understanding is subject to ratification by the Committee and the Federation. The Parties agree to use their best efforts to obtain ratification by their respective bodies.

**Appendix A (3)
Title I Teachers - Hourly Wage**

**APPENDIX C
Educator Evaluation
Evaluation Principles**

A. Introduction

The purpose of this Evaluation is to promote student learning by providing educators with feedback for improvement and enhanced opportunities for professional growth. To achieve this, all educators, school and district alike, must maintain a focus on creating the conditions that can realize this vision. This requires an approach that is both thoughtful and strategic so that Evaluation can be seized as opportunity.

Approaching educator Evaluation thoughtfully and strategically requires attention to **coherence, connection, collaboration** and **conversation**. Attending to each will help create the synergy needed to ensure that the new educator Evaluation system will achieve its twin goals of supporting educator growth and student achievement.

Coherence

Create coherence and leverage opportunities to reinforce it. Without explicit linkage to other priorities and on-going work, the new educator Evaluation regulations will be both perceived and undertaken as an "add on" that is disconnected from daily practice and big picture goals for the school and district, limiting opportunities for feedback and growth. Linking the data analysis, self-Assessment, goal setting, and evidence collection activities required for educator Evaluation to key activities already underway in the school is one way to build coherence.

For example, all schools and districts are transitioning to the new MA Frameworks in Mathematics and English Language Arts. Team goal setting in the Evaluation cycle can be used to advance this work: educator teams can share the common professional practice goal of learning "backwards design" principles and applying them to design together a unit that aligns with the Frameworks. Department, grade level and/or faculty meetings can provide opportunity to share and critique models.

Similarly, a school may be revamping parent-educator conferences. In this case, the evidence collection component of the Evaluation cycle, for both evaluators and educators, could focus on collecting and analyzing data about the implementation and impact of this change in practice. At one faculty meeting, indicators for Standard III (Parent Engagement) can be "unpacked" and new expectations for the conferences developed; at a later one, faculty can share their experiences and the feedback they solicited in order to refine the practice for the future.

Connection

Connect individual educator goals to school and district priorities. Connecting individual educator goals to larger school and district priorities is critical to effective implementation. Strong

vertical alignment between individual, team, school and district goals will accelerate the progress of the goals. For example, when a district is determined to build a strong tiered system of support in mathematics, it makes sense to ask individuals and their teams to focus self-Assessment and goal setting on areas most closely associated with that work. When the benchmarks of progress detailed in Educator Plans are connected to the benchmarks in school and district Improvement Plans, their achievement will reinforce and accelerate progress. As important, when individual educators and teams are having trouble meeting their benchmarks, stakeholders will have a signal that school and district plans may need review.

Collaboration

Support educator and administrator teams to collaborate throughout the cycle. Grade-level, department and other teams can use the steps in the Evaluation cycle to help focus their work and learn from one another more systematically, thus enhancing opportunities for professional growth and feedback for improvement. "Unpacking" several specific indicators and elements together as part of the self-Assessment process can lead to identifying models and agreeing on team goals. Analyzing Formative Assessments or other student learning data together will sharpen each member's insights and can lead to decisions to refine the action steps for the student learning goals. Similarly, team members can share individual professional practice goals and make plans to develop model lessons or units and observe each other's classes.

Conversation

Engage everyone in on-going conversation about improving practice. Creating a shared understanding of effective practice is not limited to teams, however. Encouraging reflection and dialogue among teams, individuals, colleagues, and school leaders around the rubrics, student data, and teaching strategies is at the heart of the new educator Evaluation process. Create time and space for those conversations throughout the Evaluation cycle, during common planning time, faculty meetings, and professional development sessions, and in classrooms, hallways, and faculty rooms. On-going, focused conversations about practice following frequent, short classroom visits are essential. So, too, are conversations in well-structured faculty and team meetings and through review and analysis of products and practices. All of these conversations will help create a shared vision of effective practice, a critical ingredient for nearly every strong and improving school.

EVALUATION
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A. Introduction

The evaluation system used by the parties shall adhere to all state laws and regulations, including but not limited to M.G.L. c. 71, §38 and the Educator Evaluation regulations, 603 CMR 35.00 et seq. This contract language shall take effect in all schools district-wide on September 1, 2012.

B. Initial and Ongoing Training for Evaluators and Educators

Prior to the implementation of the new evaluation system contained in this article, the school district shall arrange training for all principals, educators, and evaluators that outlines the components of the new Evaluation process and provides an explanation of the Evaluation cycle. Furthermore, at the start of each school year, the school district shall arrange district-wide or school-level meetings for educators and evaluators focused on educator Evaluation. The district and the union shall determine the locations, times, and content of the meetings. At a minimum, the meetings shall:

- Provide an overview of the Evaluation process, including goal setting and the development of Educator Plans.
- Provide all educators with a copy of the rubrics and forms used to evaluate members of the bargaining unit.
- Provide educators with the opportunity to ask questions relating to the Evaluation system.

The parties agree that evaluator training should be designed to make Evaluations as consistent, reliable, and equitable as possible across schools, grades, subjects, and assignments.

C. Evaluators

1. Definition

An evaluator shall be a person who has been designated in writing by the Superintendent as having responsibility for Evaluations. All primary and Supervising Evaluators must be licensed by the Massachusetts Department of Elementary and Secondary Education (DESE) and must be employees of the school district.

2. Training

The superintendent has the responsibility to ensure that all evaluators receive training in the principles of effective supervision and evaluation; know the requirements of the new state regulations and this article; and when possible, have or have available to them knowledge of the subject matter and/or area they will evaluate.

The parties agree that evaluator training should be designed to make Evaluations as consistent, reliable, and equitable as possible across schools, grades, subjects, and assignments.

3. Procedures

All evaluators shall follow the evidence collection and reporting requirements outlined in this contract.

4. Evaluator Roles and Responsibilities

There shall be three categories of evaluators:

a. Primary Evaluator

The superintendent shall identify a Primary Evaluator, normally the Principal, for each school in the district.

The Primary Evaluator shall assign all Supervising Evaluators (if any) and all Contributing Evaluators (if any) in a school building.

The Primary Evaluator shall approve all Educator Plans; and approve all Formative/Summative Assessment/Evaluation Reports and ratings for educators after receiving recommendations for the supervisor evaluator (if any).

The Primary Evaluator may perform any or all duties ascribed to supervising or Contributing Evaluators below.

b. Supervising Evaluator

The Supervising Evaluator may be the Primary Evaluator or his/her designee.

The Supervising Evaluator's responsibilities include supervising goal setting and plan development with the educator; conducting classroom observations, collecting and analyzing other evidence as allowed under state regulations; and providing feedback and support to the educator.

The Supervising Evaluator completes the Formative Assessment/ Evaluation Report and, if applicable, recommends Formative ratings to the Primary Evaluator. Any change in a rating from the preceding Assessment/ Evaluation, either on a particular standard or overall, must be reviewed and approved by the Primary Evaluator. The Supervising Evaluator drafts the Summative Evaluation Report and recommends Summative ratings to the Primary Evaluator. The Primary Evaluator shall review and approve and may amend the final Summative Report and ratings.

c. Contributing Evaluator

A Contributing Evaluator may be assigned at the request of the Primary Evaluator or the educator and shall play a support role in the Evaluation process. A Contributing Evaluator will normally have expertise in the educator's subject matter and/or area.

A Contributing Evaluator may conduct classroom observations; collect and analyze other evidence as allowed under state regulations; and provide feedback and support to the educator. A Contributing Evaluator, however, may not draft or complete Formative or Summative Evaluation Reports.

d. Notifications and Changes to Evaluators

The educator shall be notified in writing of his/her Primary Evaluator, Supervising Evaluator (if any) and Contributing Evaluator (if any) at the outset of each new Evaluation Cycle.

D. Performance Standards and Ratings

An educator shall be rated on each of four performance standards and shall receive an overall rating.

The performance standards are:

1. Curriculum, Planning, and Assessment
2. Teaching All Students
3. Family and Community Engagement
4. Professional Culture

There shall be four performance ratings:

1. Exemplary shall mean that the educator's performance consistently and significantly exceeds the requirements of a standard or overall.
2. Proficient shall mean that the educator's performance fully and consistently meets the requirements of a standard or overall, but is not considered to be Unsatisfactory at this time. Improvement is necessary and expected.
3. Needs Improvement shall mean that the educator's performance on a standard or overall is below the requirements of a standard or
4. Unsatisfactory shall mean that 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.

An educator must receive a Proficient or higher rating on the first two standards to receive a Proficient or higher rating overall.

E. Rubrics, Forms, and Documents

The parties agree to use the performance rubrics, forms, and documents included in this CBA and attached hereto in Appendix A and incorporated herein by reference.

F. Educator Plans: Types, Durations, and Special Requirements

All educators will be on an Educator Plan. Educator Plans shall take effect upon written approval by the Primary Evaluator and will remain in effect until the end of the period defined in the plan or until the plan is changed in accordance with state regulations and the provisions of this article.

The types, durations, and special requirements of Educator Plans are, as follows:

1. Developing Plans:

For Non-PTS Educators

All educators without professional teacher status (PTS) shall be on Developing Plans.

For PTS Educators

The parties acknowledge that it may take some time for an educator with PTS to become Proficient in a new assignment. A new assignment shall mean a change in subject area, licensure, building, or grade level. The Primary Evaluator may assign a developing plan to a PTS educator in a new assignment at the educator's request or at the Primary Evaluator's discretion.

Each developing plan for PTS educators in new assignments will be for one school year. If the educator receives an overall rating of Proficient or higher upon the Summative Evaluation at the end of the year, the educator may begin a Self Directed Growth Plan for the next school year. If the overall Summative rating is below Proficient, the Primary Evaluator and educator may discuss the possibility of a more appropriate assignment, and a different assignment that matches the teacher's certification may be offered if available.

2. Self Directed Growth Plans for PTS Educators

Educators with PTS who have an overall rating of Proficient or Exemplary and whose impact on student learning is moderate or high after the DESE implementation of such ratings, shall be on two-year Self Directed Growth Plans. The Primary Evaluator shall complete a Formative Evaluation Report at the end of year one and a Summative Evaluation Report at the end of year two.

Teachers with PTS who have an overall rating of proficient or Exemplary and after DESE implementation of such ratings, whose impact on student learning is low, shall be on a one year Self Directed Growth Plan.

3. Directed Growth Plans for PTS Educators

a. overview

Educators with PTS who receive an overall rating of Needs Improvement from the Primary Evaluator, shall be on Directed Growth Plans.

b. Assignment of Supervising Evaluator and First Conference

The Primary Evaluator may designate a Supervising Evaluator to oversee the development and implementation of a Directed Growth Plan. The Supervising Evaluator may be the Primary Evaluator.

Within fifteen (15) days of an educator receiving an overall rating of Needs Improvement, the designated Supervising Evaluator shall meet with the educator to develop the Directed Growth Plan. The educator may request that a Union Representative attend this meeting and any subsequent meetings relating to the development, implementation, or monitoring of a Directed Growth Plan.

c. Plan Length

The parties agree that Directed Growth Plans shall be for the duration of one complete school year to permit the educator to implement the plan and demonstrate proficiency.

d. Plan Components

The Directed Growth Plan shall be completed using the Directed Growth Plan form in Appendix A. Each plan shall include, at a minimum, the following components:

- The assigned Primary Evaluator, Supervising Evaluator and Contributing Evaluator(s), if any.
- The start and end dates of the plan.
- The area(s) targeted for improvement. The Supervising Evaluator shall delineate the specific standards and indicators the educator has not fully met on the appropriate performance rubric, drawing on evidence supplied in previous Evaluations.
- The performance goals to be met, which shall directly relate to the standard(s) and indicator(s) in which improvement is needed.
- The recommended actions and activities for improvement. The Supervising Evaluator shall prescribe the actions the educator needs to take to meet the performance goals.
- The supports and modes of assistance available to the educator from the district, school, and/or individuals. These may include workshops, courses, trainings, materials, instructional coaches, peer assistances, and any other supports the district or school may provide to assist the educator in improving his/her performance in the targeted areas. The Supervising Evaluator shall provide the educator with guidance and assistance in accessing the resources and professional development outlined in the Directed Growth Plan.

- The anticipated number of announced and unannounced observations that will take place during the plan period.
- The anticipated timeline for collecting evidence and monitoring progress toward goals, including, at a minimum, a mid-cycle Formative Assessment Report on the relevant standard(s) and indicator(s).
- The delivery date of the Summative Evaluation Report.

e. Signatures and Delivery

The Primary Evaluator must approve the Directed Growth Plan and both the primary and Supervising Evaluator must sign it and deliver it to the educator at least fifteen (15) school days before the start of the plan.

The educator shall sign his/her Directed Growth Plan within five (5) school days of receipt and may include a written response using the educator response form in Appendix A. The educator's signature shall denote receipt of the plan, not agreement with its contents. A copy of the signed plan shall remain with the educator.

f. Appeal Process

If an educator disagrees with any element of the approved Directed Growth Plan, the educator may submit comments of that nature using the educator response form to the Superintendent, copying the union president, if desired. The notified parties may consult each other on the matter. Following any consultation, the Superintendent may discuss the matter with the Primary Evaluator and ask him/her to revise elements of the Directed Growth Plan.

g. Changes During Plan Period

A rating on a particular standard and/or an overall rating may be upgraded to Proficient or higher through a Formative Assessment at any time during the plan period.

4. Improvement Plans for PTS Educators

a. Overview

An educator with PTS who receives an overall rating of Unsatisfactory from his/her Primary Evaluator shall be on an Improvement Plan.

b. Assignment of Supervising Evaluator and First Conference

The Primary Evaluator may designate a Supervising Evaluator to oversee the development and implementation of an Improvement Plan. The Primary Evaluator may be the Supervising Evaluator.

Within fifteen (15) school days of an educator receiving an overall rating of Unsatisfactory, the designated Supervising Evaluator shall meet with the educator to discuss

and assist in the development of the Improvement Plan. The educator may request that a Union Representative attend this meeting and any subsequent meetings relating to the development, implementation, or monitoring of an Improvement Plan.

c. Plan Length

The parties agree that Improvement Plans shall generally be for the duration of one complete school year to permit the educator to implement the plan and demonstrate improvement. A shorter plan length may be considered on a case by case basis for extenuating circumstances.

d. Plan Components

The Improvement Plan shall be completed using the Improvement Plan form in Appendix A. Each plan shall include, at a minimum, the following components:

- The assigned Primary Evaluator, Supervising Evaluator and Contributing Evaluator(s), if any.
- The start and end dates of the plan.
- The area(s) targeted for improvement. The Supervising Evaluator shall delineate the specific standard(s) and indicator(s) on the appropriate performance rubric that the educator has not met, drawing on evidence supplied in previous Evaluations.
- The performance goals to be met, which shall directly relate to the standard(s) and indicator(s) in which improvement is needed.
- The recommended actions and activities for improvement. The Supervising Evaluator shall prescribe the actions the educator needs to take to meet the performance goals.
- The supports and modes of assistance available to the educator from the district, school, and/or individuals. These may include workshops, courses, trainings, materials, instructional coaches, peer assistances, and any other supports the district or school may provide to assist the educator in improving his/her performance in the targeted areas. The Supervising Evaluator shall provide the educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan.
- The anticipated number of announced and unannounced observations that will take place during the plan period.
- The anticipated timeline for collecting evidence and monitoring progress toward goals, including, at a minimum, a mid-cycle Formative Assessment Report on the relevant standard(s) and indicator(s).
- The delivery date of the Summative Evaluation Report.

e. Signatures and Delivery

The Primary Evaluator must approve the Improvement Plan and both the primary and Supervising Evaluator must sign it and deliver it to the educator at least fifteen (15) school days before the start of the plan.

The educator shall sign his/her Improvement Plan within five (5) school days of receipt and may include a written response using the educator response form in Appendix A. The

educator's signature shall denote receipt of the plan, not agreement with its contents. A copy of the signed plan shall remain with the educator.

f. Appeal Process

If an educator disagrees with any element of the Improvement Plan, the educator may submit comments of that nature using the educator response form to the Superintendent, copying the union president, if desired. The notified parties may consult each other on the matter. Following any consultation, the Superintendent may discuss the matter with the Primary Evaluator and ask him/her to revise elements of the Improvement Plan.

g. Changes During Plan Period

A rating on a particular standard and/or overall rating may be upgraded to Needs Improvement or higher through a Formative Assessment at any time during the plan period.

h. Decision on the Educator's Status at the Conclusion of the Improvement Plan

All determinations below must be made no later than June 1. One of the following decisions must be made at the conclusion of the Improvement Plan:

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.

- If the evaluator determines that the educator is making substantial progress towards proficiency, the evaluator shall place the educator on a Directed Growth Plan.
- If the evaluator determines that the educator is not making substantial progress towards proficiency, the evaluator shall recommend to the Superintendent that the educator be dismissed.
- 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.

G. Evaluation Cycle: Self-Assessment and Goal Proposal

At the start of each new Evaluation cycle, an educator shall submit a self-assessment form to his/her Supervising Evaluator. In case of one-year or two-year plans that begin at the start of the school year, educators shall submit the self-Assessment by October 1st. Teams of educators shall collaborate on self-assessments.

Each self-Assessment shall contain:

- An analysis of evidence of student learning, growth, and achievement for students under the educator's responsibility.

- A reflection on practice using each of the four performance standards of effective practice using the appropriate rubric(s) in Appendix A.
- Proposed goals for the educator's Educator Plan:
 - Each educator must propose one goal directly related to improving student learning and one goal directly related to improving professional practice.
 - The proposed goals must align with school and district goals.
 - Educators shall consider goals for grade-level, subject-area, or department teams, or for other groups of educators who share responsibility for student learning and results.
 - For educators with PTS rated Needs Improvement or Unsatisfactory, the professional practice goal must address specific standards and indicators identified for improvement.

H. Evaluation Cycle: Goal Finalization and Educator Plan Development

1. Conferences

By November 1, the Primary Evaluator shall schedule and conduct a final goal-setting and plan-development conference with all educators under his/her supervision.

The final goal-setting and plan-development conferences may occur in groups.

During the conferences, evaluators and educators shall consider finalizing goals for grade-level, subject-area, or department teams, or for other groups of educators who share responsibility for student learning and results.

Educators rated Needs Improvement or Unsatisfactory may participate in group conferences for final goal-setting and plan development; however, they shall also meet individually with their Primary Evaluators to finalize professional practice goal(s) that address specific standard(s) and indicator(s) identified for improvement.

2. Drafting of Educator Plans

During or as soon as possible after the final goal-setting conference, the Primary Evaluator and educator shall draft an Educator Plan using the appropriate forms in Appendix A.

The Directed Growth Plan form shall be used for educators on Directed Growth Plans.

The Improvement Plan form shall be used for educators on Improvement Plans.

The Educator Plan form shall be used for all other educators. The Educator Plan form shall, at minimum, specify the following:

- The assigned Primary Evaluator, Supervising evaluator (if any), and Contributing Evaluator (if any).
- The start and end dates of the plan.
- The educator's student learning and professional practice goals.
- The actions the educator will take to attain his/her goals. The supports, resources, and professional development available from the school district.
- The anticipated delivery date of the Formative Assessment or Formative Evaluation Report.
- The anticipated delivery date of the Summative Evaluation Report.

3. Approval and Delivery of Educator Plans

The Primary Evaluator must approve and sign, and the Supervising Evaluator (if any) must sign, the Educator Plan and deliver it to the educator not later than November 1 for plans beginning at the start of the school year.

Additionally, the final Educator Plan shall be delivered to the educator at least ten (10) school days before the start date of the plan, in the case of improvement and Directed Growth Plans, and at least five (5) days before the start of the plan, in the case of all other plans.

The educator shall sign his/her Educator Plan within five (5) school days of receipt and may include a written response using the educator response form in Appendix A. The educator's signature shall denote receipt of the plan, not agreement with its contents. A copy of the signed plan shall remain with the educator.

4. Appeal Process

If an educator disagrees with any element of the Educator Plan, the educator may submit a comment to that nature using the educator response form to the Primary Evaluator and/or Superintendent, copying the union president, if he/she wishes. The notified parties may consult each other on the matter. Following any consultation, the Primary Evaluator and/or the Superintendent may discuss the matter with the supervisory evaluator, who may be asked to work with the educator to revise the goals and contents of the Educator Plan.

I. Evaluation Cycle: Record of Evaluation and Evidence Collection

1. Record of Evaluation

The parties agree that an effective Evaluation process requires meaningful, ongoing, two-way communication.

To facilitate this process, the parties agree that each educator shall receive a record of Evaluation maintained, pursuant to Article IV I. All Evaluation documents shall remain confidential as personnel records of each member of the bargaining unit. Records may be kept electronically, via web-based, password-protected software, such as PD 360/Observation 360.

Each educator's record of Evaluation shall consist of three parts: 1) all forms and document used or contained in the Evaluation process; 2) evaluator-supplied evidence; and 3) educator-supplied evidence. Standard forms shall include all relevant forms in Appendix A. The other components are described below.

2. Role of the Record of Evaluation in Evaluation Reports

Formative or Summative Evaluation Reports shall rely on evidence previously entered into the record of Evaluation, according to protocols below.

3. Evaluator-Supplied Evidence

Use of Evidence Log

Any evaluator who collects evidence shall maintain an evidence log for each educator under his/her supervision using the evaluator record of evidence form in Appendix A. The log shall be used to document and preserve evidence that may be relied upon to determine ratings against standards and/or to assess progress toward goals. The evidence log will be maintained electronically using PD360's "My Portfolio" feature.

A log entry may include attachments. Any time an evaluator makes an entry into a log, the educator will receive a copy of the log entry and any relevant attachments.

Evidence Collection and Recordkeeping Protocols

Evaluators shall collect and record evidence from classroom observations and other sources of evidence allowed under state regulations, according to the following protocols:

Classroom Observations

Classroom observations may be announced or unannounced and of any duration.

a. Educators without PTS

1. In the first year of practice or first year assigned to a school, the educator shall have at least once announced observation and at least four unannounced observations.

2. In their second and third years of practice or second and third years as a non-PTS educator in the school, the educator shall have at least one announced and at least three unannounced observations.

b. Educators with PTS

1. The educator whose overall rating is Proficient or Exemplary must have at least one unannounced observation during the Evaluation cycle.

2. The educator whose overall rating is Needs Improvement must be observed according to the district growth plan during the period of the plan, which must include at least two unannounced observations.

3. The educator whose overall rating is Unsatisfactory must be observed according to the Improvement Plan, which must include both unannounced and announced observations. The number and frequency of the observations shall be determined by the evaluators, but in no case, for Improvement Plans of one year, shall there be less than one announced and four unannounced observations. For Improvement Plans of six months or less, there must be no less than one announced and two unannounced observations.

4. Educators or evaluators may arrange, by mutual request, additional announced observations.

If an evaluator has concerns after completing an observation, he/she will request an in-person meeting with the educator to provide additional feedback. The feedback shall address: 1) the specific standard(s) and/or indicator(s) in questions; 2) the supporting evidence for the evaluator's concern(s); 3) suggested actions for correcting the problem(s); and 4) the supports and resources available to the educator.

c. Educator-Supplied Evidence

Every educator shall collect and present evidence or information that relates to his/her performance against the standards and/or progress toward plan goals.

The educator may share any or all compiled evidence/information with his/her evaluator(s) at any point of the Evaluation cycle, in which case said contents will be entered into the educator's record of Evaluation.

All educator-supplied evidence shall be uploaded and kept in the "My Portfolio" section of PD360.

J. Evaluation Cycle: Formative Assessment/Evaluation

1. Overview

The Formative Assessment takes stock of the educator's performance against all standards and/or progress toward plan goals throughout the Evaluation cycle but typically takes place mid-cycle when the Supervising Evaluator completes a Formative Assessment Report.

For an educator on a two-year Self Directed Growth Plan, the Formative Evaluation Report occurs at the end of year one.

2. Timelines

a. Formative Assessments

For educators on one-year or shorter plans, the Supervising Evaluator shall complete at least one Formative Assessment Report during the Evaluation cycle. For one-year plans that begin at the start of the school year, he/she shall complete a Report and deliver it to the evaluator no later than February 15.

b. Formative Evaluations

For educators on two-year Self Directed Growth Plans that begin at the start of the school year, the Supervising Evaluator shall complete a Formative Evaluation Report and deliver it to the educator between May 15 and June 1. On or before May 1, either party may request an in-person conference, which shall occur before the evaluator completes the Formative Evaluation Report and delivers it to the educator.

c. Completion and Delivery of Formative Assessment/Evaluation Report

In assessing progress toward goals, the Primary Evaluator shall consider evidence of the efforts, actions, and perseverance demonstrated by the educator. In the case of team goals, the evaluator shall consider evidence of the contributions made by each individual to the team.

When writing a Formative Assessment/Evaluation Report, the Primary Evaluator need not recommend performance ratings on each standard or overall but instead may assess solely on progress toward goals. If he/she makes no ratings recommendations, the previous Summative rating shall remain in effect.

Any evaluator recommendations from the Formative Assessments shall be stated in the "Overall Performance Rating" section of the Formative Evaluation Report Form.

The Primary Evaluator must review and approve any recommended change in a rating, either on a particular standard or overall, provided that:

- Reports that give an overall rating of Needs Improvement or Unsatisfactory must rely on evidence previously entered into the record of Evaluation.
- The primary and Supervising Evaluators shall sign and date each Formative Assessment/Evaluation and deliver it to the educator. The educator shall sign the Report within five (5) school days of receipt and may include a written response using the educator response form. The educator's signature shall denote receipt of

the Report, not agreement with its contents. A copy of the signed Report shall remain with the educator.

- Recommendations must specifically identify the particular Indicator of a particular Standard from the Educator Rubric.

3. Post-Report Conferences

a. Educators Rated Unsatisfactory or Needs Improvement Overall

Any educator so rated may request a conference with the Primary Evaluator and/or the Supervising Evaluator to discuss the Formative Assessment/Evaluation Report, and the conference shall take place within five (5) school days of the request. The educator may request that a Union Representative attend the conference.

b. Educators Rated Proficient or Exemplary Overall

Any educator so rated may request a post-Report conference. If requested, the conference shall occur within ten (10) school days of the request.

K. Evaluation Cycle: Summative Evaluation

1. Overview

For all educators, the Evaluation cycle concludes with a Summative Evaluation Report.

2. Timeline

For educators on one- or two-year Educator Plans that begin at the start of the school year, the Primary Evaluator shall complete a Summative Evaluation Report and deliver it to the educator between May 1 and May 15.

On or before April 15, either party may request an in-person conference which, if requested, shall occur before the evaluator completes the Summative Evaluation Report and delivers it to the educator.

For educators on Directed Growth or Improvement Plans, the plan shall state the intended delivery date of the Summative Evaluation Report. At least fifteen (15) days before said date, either party may request an in-person conference, which, if requested, shall occur before the Primary Evaluator completes the Summative Evaluation Report and delivers it to the educator.

3. Completing and Delivering the Report

The Supervising Evaluator shall draft a Summative Evaluation Report using the Summative Evaluation Report form in Appendix A.

The Supervising Evaluator shall recommend to the Primary Evaluator a rating on progress toward student learning goals; a rating on progress toward professional practice goals; a rating on each of the four standards; and an overall rating. The Supervising Evaluator shall provide a rationale and evidence for each recommendation.

In assessing progress toward goals, the Supervising Evaluator shall consider evidence of the efforts, actions, and perseverance demonstrated by the educator. In the case of team goals, the evaluator shall consider evidence of the contributions made by the individual to the team.

The Primary Evaluator shall review the draft Report and recommend ratings, as well as any additional evidence from Contributing Evaluator(s). The Primary Evaluator may amend the draft Report and recommended ratings, citing evidence to support the change(s). The Primary Evaluator shall then approve the final Summative Evaluation Report and ratings, provided that:

- Reports that give an overall rating of Needs Improvement or Unsatisfactory must rely on evidence entered into the record of evidence that the primary or Supervising Evaluator has already discussed in person with the educator at a conference to which the educator may invite a Union Representative if he/she wishes to do so.

The Primary and Supervising Evaluators shall sign the final Summative Evaluation Report and deliver it to the educator. The educator shall sign the Report within five (5) school days of receipt and may include a written response using the educator response form. The educator's signature shall denote receipt of the Report, not agreement with its contents. A copy of the signed Report shall remain with the educator.

4. Post-Report Conferences

Any educator, regardless of his/her rating, may request a conference with the Supervising Evaluator and/or Primary Evaluator to discuss the Summative Evaluation Report, and the conference shall take place within five (5) school days of the request. The educator may request that a Union Representative attend the conference.

GENERAL PROVISIONS

The parties agree to establish a joint labor-management Evaluation team, which shall review the Evaluation processes and procedures annually and recommend adjustments to the parties. The Union President shall appoint the union members of the team and the Superintendent shall appoint the management members of the team. The parties agree to reopen the collective bargaining agreement for the limited purpose of negotiation over such recommended adjustments. Furthermore, given the evolving nature of Educator Evaluation in Massachusetts, the parties agree to meet periodically to discuss issues as they arise.

Appendix A

Educator Performance Rubric (from DESE)

Self-Assessment Form (from DESE)

Goal-Setting Form (from DESE)

Educator Plan Form—General (from DESE)

Directed Growth Plan Form (to be developed)

Improvement Plan Form (to be developed)

Evaluator Record of Evidence Form/Evidence Log (from DESE, needs to be adapted)

Performance Notice Form (to be developed)

Formative Assessment Report Form (from DESE)

Formative Evaluation Report Form (from DESE)

Summative Evaluation Report Form (from DESE)

Educator Response Form (from DESE)

Appendix B: Educator and Caseload Educator Contract

Timelines

Activity	Completed By
Superintendent, Principal or designee meets with evaluators and educators to explain Evaluation process	October 1
Evaluator meets with first-year educators to assist in self-Assessment and goal setting process Educator submits self-Assessment and proposed goals	October 15
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 should complete first observation of each educator	November 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment Report date established by evaluator	January 15'
Evaluator should complete 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) or 4 weeks prior to Summative Evaluation Report date established by evaluator	April 20'
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 who ratings are Proficient or Exemplary at request of evaluator or educator	June 10
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 10 or 5 days before close of school

Appendix C: Educator and Caseload Educator Contract

A. Educators with PTS on Two Year Plans

Activity	Completed By:
Evaluator completes unannounced observation(s)	Any time during the 2 year Evaluation Cycle
Evaluator completes Formative Evaluation Report	June 1 of Year 1
Evaluator conducts Formative Evaluation meeting, if any	June 1 of Year 1
Evaluator completed 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 or 5 days before school ends

B. Educators on Plans of Less than One Year

The timeline for educators of plans of less than one year will be established in the ducator Plan.

Using Student Feedback in Educator Evaluation

In accordance with 603 CMR 35.07(1) (c) (2), the parties agree that student feedback shall be used as evidence relevant to one or more Performance Standards in the evaluation of each educator (see Section 3.C). The instruments used to collect student feedback shall include safeguards necessary to protect student confidentiality. Educators will use the feedback results to inform their self-assessment and/or shape their goal-setting process. Educators will discuss student feedback results with evaluators as they relate to their Professional Practice and Student Learning goals. Student feedback will not be collected or reviewed by administrators or used as evidence for a Performance Rating. Educators will determine what instruments they will use to gather student feedback.

Using Staff Feedback in Educator Evaluation

In accordance with 603 CMR 35.07(1)(c)(3), the parties agree that staff feedback shall be used as evidence relevant to one or more Performance Standards in the evaluation of each administrator. The instruments used to collect staff feedback shall include safeguards necessary to protect staff confidentiality.