

AGREEMENT
BETWEEN
MILTON SCHOOL COMMITTEE
AND
MILTON EDUCATORS ASSOCIATION

September 1, 2008

to and including

August 31, 2011

TABLE OF CONTENTS

		<u>Page</u>
ARTICLE I	RECOGNITION	2
ARTICLE II	COMMITTEE RIGHTS CLAUSE	2
ARTICLE III	DUES DEDUCTION/AGENCY FEE	2
ARTICLE IV	NO STRIKE CLAUSE	4
ARTICLE V	GRIEVANCE PROCEDURE	4
ARTICLE VI	ARBITRATION	5
ARTICLE VII	SAVINGS CLAUSE	6
ARTICLE VIII	SICK LEAVE	6
ARTICLE IX	SALARIES	6
ARTICLE X	TEACHER AIDES	7
ARTICLE XI	TEACHER LOAD AND CAREER LADDER	7
ARTICLE XII	TEACHER WORK DAY AND WORK YEAR	19
ARTICLE XIII	TEACHER SUBSTITUTION	21
ARTICLE XIV	TEACHER ASSIGNMENT	22
ARTICLE XV	JOB POSTINGS	22
ARTICLE XVI	TRANSFERS	23
ARTICLE XVII	POSITIONS IN SUMMER SCHOOL AND UNDER FEDERAL PROGRAMS	24
ARTICLE XVIII	TEACHER EVALUATION	24
ARTICLE XIX	TEMPORARY LEAVES OF ABSENCE	25
ARTICLE XX	EXTENDED LEAVES OF ABSENCE FOR TEACHERS/NURSES WITH PTS	26
ARTICLE XXI	SABBATICAL LEAVE	28
ARTICLE XXII	PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT	28
ARTICLE XXIII	PROTECTION	30
ARTICLE XXIV	PERSONAL INJURY BENEFITS	30
ARTICLE XXV	GENERAL	30
ARTICLE XXVI	CONSULTATION	31
ARTICLE XXVII	REDUCTION IN FORCE	31
ARTICLE XXVIII	SICK BANK	35
ARTICLE XXIX	SALARY SCHEDULES	37
ARTICLE XXX	JOB SHARING	38
ARTICLE XXXI	HEALTH INSURANCE	39
ARTICLE XXXII	TERM OF AGREEMENT	40
APPENDIX A	TEACHERS' SALARY SCHEDULE	41
APPENDIX B	ADDITIONAL REMUNERATION	45
APPENDIX C	COACHES SALARY SCHEDULE	51
APPENDIX D	TEACHER PERFORMANCE STANDARDS	54
APPENDIX E	EDLINE TEACHER EXPECTATIONS	69

This **Agreement** is made and entered into by and between the Milton School Committee (hereinafter referred to as the Committee) and the Milton Educators Association, Inc. (hereinafter referred to as the Association).

**ARTICLE I
RECOGNITION**

For the purpose of collective bargaining with respect to wages, hours, and other conditions of employment, the Committee recognizes the Association as the exclusive bargaining agent and representative of the following professional employees (as such employees are defined in Chapter 150E of the General Laws of Massachusetts) of the Committee.

Unit A Classroom Teachers, Special Teachers, Traveling Teachers, Guidance Counselors, Adjustment Counselors, Department Heads, Elementary Assistant Principals, Nurses, School Psychologists and Occupational Therapists, Physical Therapists, School Year Substitutes and Community Service Placement Director.

Unless otherwise indicated, the employees in Unit A, above, will be hereinafter referred to as the Teachers.

**ARTICLE II
COMMITTEE RIGHTS CLAUSE**

This 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 derogate from the powers and responsibilities of the Committee under the statutes of the Commonwealth or the rules or regulations of agencies of the Commonwealth. The Committee retains those rights, powers, and duties it now has, may be granted or have conferred upon it by law unless modified or changed by this Agreement. Any action made pursuant to those matters reserved to it by this Article shall not be made the subject of the provisions of the grievance procedure nor the provisions of this Agreement pertaining to arbitration.

**ARTICLE III
DEDUCTIONS/AGENCY FEE**

- A. The Committee agrees to deduct from the salaries of its employees covered by this Agreement dues for the Milton Educators Association, Massachusetts Teachers' Association, or the National Education Association, or any one of such Associations as said Teachers individually and voluntarily authorize the Committee to deduct, and to transmit the monies promptly to the Milton Educators Association. Teacher authorizations will be in writing in the form set forth below.

DUES AUTHORIZATION CARD

NEA _____
MTA _____
NCTA _____
MEA _____
TOTAL _____

Name _____
Address _____

- I hereby request and authorize the Committee to deduct from my earnings and transmit to the Treasurer of the Association, Inc. the amount indicated in equal monthly payments over the remainder of the school year and for succeeding school years. I understand that the Committee will discontinue such deductions for any school year only if I notify the Committee in writing to do so not later than sixty (60) days prior to the commencement of the school year. I hereby waive all rights and claims for said monies so deducted and transmitted with this authorization, and relieve the Committee and all its officers from any liability therefore.
- B.** Deductions referred to in Section A will be made in equal installments on alternating pay days during the school year. The Committee will not be required to honor any deductions or authorizations that are delivered to it later than two (2) weeks prior to the distribution of the payroll from with the deductions are to be made.
 - C.** The Committee agrees to deduct duly authorized payments for the RAH Credit Union.
 - D.** No later than the Friday after school commences, the Association will provide the Committee with a list of those employees who have voluntarily authorized the Committee to deduct dues. The Association will notify the Committee monthly of any changes in said list. Any teacher desiring to have the Committee discontinue deductions he/she has previously authorized must notify the Committee and the Association in writing by September 15 of each year, or other intermediate dates during the school year.
 - E.** 1. For any member of the bargaining unit who is not a member of the Association, it shall be a condition of his/her continued employment that said teacher pay to the Association a service fee which shall be proportionately commensurate with the cost of collective bargaining and contract administration. Said fee shall be paid to the Association within thirty (30) days of the start of the school year or thirty (30) days from the date of hiring, whichever comes later, unless the agency fee payer elects payroll deduction as the method of payment. The agency fee shall be deducted from the salary of any employee who signs a written authorization to that effect in accordance with the provision of M.G.L. c 180 s 17G and transmitted directly to the Treasurer of the Association.

2. The Association agrees to indemnify, defend and save the Committee harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of any action taken by the Committee in reliance upon the aforesaid payroll deduction or authorization card submitted to the Committee under the provision of M.G.L. c 180 s. 17G or for any action taken by the Committee to enforce the so-called Agency Fee.

This section shall be effective on September 1, 1996, and subject to ratification by both parties in accordance with M.G. L. c. 150 E, s. 12.

- F. The Committee agrees to comply with M.G.L. c. 71 s 37B regarding the time lines for transmittal of annuity deductions.

ARTICLE IV NO STRIKE CLAUSE

No teacher covered by this Agreement shall engage in, induce, or encourage any strike, work stoppage, slowdown or withholding of services.

ARTICLE V GRIEVANCE PROCEDURE

A. Definition: For the purpose of this Agreement a grievance will be defined as a dispute between a teacher or the Association and the Committee over the interpretation or application of the provisions of the Agreement or any alleged inequitable or discriminatory treatment of a teacher under the provisions of this Agreement.

B. Procedure: Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximums, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. For the purposes of this provision, the consent of the Committee will be provided by the Superintendent.

1. Level One - A teacher covered by this Agreement who has a grievance shall discuss it with his/her immediate superior either personally or through the appropriate representative of the Association within fifteen (15) school days from the date on which the incident giving rise to the grievance has occurred or when the teacher has knowledge of such incident.

2. Level Two - If the grievant is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten (10) school days next following the presentation at Level One, said grievant and/or the Association may appeal to the Superintendent within fifteen (15) school days next following the expiration of said ten (10) school days. Such appeal shall be in writing setting forth the details of the grievance, the applicable provisions of the Agreement, and the decision, if any, rendered in level one. Within fifteen (15) school days after the receipt of the written grievance by the Superintendent, he/she, or a designee, shall confer with the grievant. If the grievant is not represented by the Association, the Superintendent shall advise the appropriate representative of the Association that an appeal has been made and the date and time of the conference. The appropriate representative of the Association may be present at the conference to state the views of the Association.

3. Level Three - If the grievant is not satisfied with the decision of the Superintendent, or his designee, or if no decision has been rendered, said grievant and/or the Association may appeal to the Committee, provided, however, that such appeal is made within fifteen (15) school days next following the conference in Level Two above. Such appeal shall be in writing, setting forth the details of the grievance, the applicable provisions of the Agreement and the decision, if any, rendered under Level Two. The Committee shall confer with the grievant and/or the appropriate representative of the Association, if any, at an executive session at the regularly scheduled meeting next following receipt of the written appeal.

4. Level Four - If the grievant is not satisfied with the decision of the Committee or if no decision has been rendered after the regularly-scheduled meeting of the Committee next following the conference, the Association may, within fifteen (15) school days thereafter, submit the grievance to arbitration as provided in this Agreement.

ARTICLE VI ARBITRATION

The grievance shall be submitted to an arbitrator who shall be selected mutually by the parties. If the parties do not mutually select an arbitrator within ten (10) school days from the date of submission of the grievance to arbitration, then either party may request a list of five (5) arbitrators from the American Arbitration Association. The parties shall determine by lot which party is to strike the first name and the name remaining after each has eliminated two (2) shall be the arbitrator

The arbitrator shall be bound by the written submission of both parties of the grievance. In the event the parties do not agree on the issue to be submitted to Arbitration, then the issue shall be the statement of the grievance which was submitted in writing to the Committee at Level Three of the grievance procedure. His/her decision shall not extend beyond said submission nor alter, amend, or modify the provisions of this Agreement. Nor shall the arbitrator render a decision which shall impinge upon any of the reserved rights and duties of the Committee.

Further, the arbitrator shall render his/her decision within thirty (30) calendar days from the date of the completion of the hearing, which decision shall be final and binding on both parties to this Agreement. Both parties shall share equally the expenses of such arbitration.

**ARTICLE VII
SAVINGS CLAUSE**

Any practice or precedent which has not been modified, altered, or amended by the provisions of this Agreement shall remain in effect for the term of this Agreement.

**ARTICLE VIII
SICK LEAVE**

- A. Teachers shall receive fifteen (15) sick leave days per year with unlimited accumulation.
- B. Teachers who retire, resign, or die after fifteen (15) consecutive years of teaching in the Milton Public Schools shall be compensated for unused, accumulated sick leave. Such payments shall be made at thirty (30%) percent of the unused, accumulated sick leave based upon the per diem rate of substitutes' pay in effect at the time of retirement, resignation, or death.

In the event of death, payment shall be made to the estate of the teacher.

In the event that a teacher notifies the Superintendent in writing on or before October 1 of the year preceding the retirement or resignation, payment hereunder shall be made on or about the next July 1. Any teacher, who notifies the Superintendent after October 1, shall receive payment on or about the July 1 of the second fiscal year following the resignation or retirement.

- C. By October 31st of each year, employees by this Agreement will receive written notification of their accumulated sick leave from the previous year and their status with the Sick Leave Bank as of September 15th.

**ARTICLE IX
SALARIES**

The salaries of employees covered by this Agreement are set forth in Appendices attached hereto. Coaches shall be paid their stipends at the conclusion of the regular season. Club Advisors for clubs which operate for the full school year shall be paid in two (2) equal payments: by December 15th and by June 10th and for those clubs which operate for less than a full year, payment shall be made on the pay date closest to December 15th or the pay date closest to June 10th, whichever is closer to the date on which the activity ends.

**ARTICLE X
TEACHER AIDES**

It is agreed by the Committee and the Association that the Teacher Aide Program in existence during the school year 1969-70 shall continue for the duration of this Agreement. However, it is further agreed that the hours for all Teacher Aides shall be extended from two (2) to three (3) hours per day. Duties of the Teacher Aides are outlined in an administrative bulletin issued by the Superintendent on September 15, 1972.

**ARTICLE XI
TEACHING LOAD AND CAREER LADDER**

A. Class Size and Teaching Load, K-5

In all academic areas there shall be interdisciplinary, team teaching, and cooperative learning approaches, if feasible.

1. The Committee and the Association shall strive to accomplish the goal of elementary classes of thirty (30) or fewer children, and, primary classes, including kindergarten, of twenty-five (25) or fewer children.
2. Art and Music teachers shall be allowed a Planning and Development Bank of sixty (60) minutes per week in non-divisible units of thirty (30) minutes per week per school. During such time, said teachers shall not be assigned to a regularly programmed responsibility.

In addition to the duty-free preparation time set forth in paragraph 4 below, all teachers, including specialists, shall be allowed a Planning and Development Bank of ninety (90) minutes per week in non-divisible units of thirty (30) minutes per week during the school day. During such time, said teachers shall not be assigned to a regularly programmed responsibility.

Every other week, each grade level in each building will designate one of the five (5) thirty (30) minute preparation periods which are attached to the twenty (20) minute lunch, as a common planning period. This period is for the sole purpose of planning instruction across the grade level. The activities/discussion during this period will be directed by the participants. Teachers will not be assigned administrative duties during this time.

During the week in which the common planning time is scheduled, all teachers in grades K-2 and the French teachers in grade 3, if necessary, will each have an additional individual preparation period during which time extensions of the Second Step curriculum and other timely age-appropriate topics will be presented by the guidance counselors, librarians and/or nurses.

3. Teachers shall not be required to remain in their classrooms during the time that teachers of art, music, or physical education or their substitutes have assumed responsibility for said classrooms. However, all first year teachers will spend such periods following a professional development plan as directed by the building Principal. Such professional development activities may include, but are not limited to, observations of experienced classroom teachers, consultation with curriculum coordinators, and collaborative planning of interdisciplinary curriculum.
4. The current practice regarding duty-free lunch period and duty-free preparation period for elementary classroom teachers will not be changed. However, Specialists will receive at least a twenty-minute duty-free lunch period per day, and at least a thirty-minute duty-free preparation period at some time during the school day. For Specialists, the lunch period will not necessarily be consecutive with the preparation period.

B. Class Size and Teaching Load, Grade 6-8

In all academic areas there should be interdisciplinary, team teaching, and cooperative learning approaches, if feasible. Emphasis will be placed on establishing discrete (non-overlapping) teams which have common planning time.

1. Wherever possible, middle school teachers will not be required to teach more than two (2) subjects per semester nor more than a total of three (3) teaching preparations.
2. Wherever possible, middle school teachers will not be required to teach more than an average of five (5) classes per day during the schedule cycle.
3. Wherever possible, middle school teachers will not be assigned more than an average of six (6) periods per day consisting of no more than an average of five (5) teaching periods and one (1) administrative period per day per schedule cycle.
4. Wherever possible, middle school teachers shall have at least one twenty (20) minute duty-free lunch period.
5. Wherever possible, the ratio of students to teachers assigned to a team will not exceed 25:1.
6. The daily preparation period for middle school teachers shall be at least the length of a single class period.
7. If feasible, and except in emergencies, no Physical Education class will exceed thirty (30) students.
8. Whenever the total number of students assigned to a teacher exceeds one hundred-thirty (130), the teacher will be granted relief from his/her duty.

C. Class Size and Teaching Load, Grades 9-12

1. Wherever possible, high school teachers will not be required to teach more than two (2) subjects per semester nor more than a total of three (3) teaching preparations.
2. Wherever possible, high school teachers will not be required to teach more than an average of five (5) classes per day during the schedule cycle.
3. Wherever possible, high school teachers will not be assigned more than an average of six (6) periods per day consisting of no more than an average of five (5) teaching periods and one (1) administrative period per day per schedule cycle. During said administrative periods, teachers may be responsible for collecting and recording community service documents.
4. Wherever possible, high school teachers shall have at least one-half (1/2) hour duty-free lunch period.
5. Wherever possible, no academic class will exceed twenty-five (25) students.
6. Whenever the total number of students assigned to a teacher exceeds one hundred-thirty (130), the teacher will be granted relief from his/her duty.
7. The daily preparation period for high school teachers shall be at least the length of a single class period. High school teachers who choose to waive the daily preparation period for one day in the schedule cycle will be assigned to two (2) fewer administrative duties within the schedule cycle.
8. Whenever possible, no Study Hall will exceed forty (40) students per teacher.
9. A teacher who is a Senior Project Advisor to 8 to 10 students in a semester will not be assigned to one supervisory period per day for that semester.

D. Elementary Assistant Principals: A substitute teacher shall be provided for one day per month, or the equivalent thereof, for each Elementary Assistant Principal.

CAREER LADDER POSITIONS

E. A Joint Committee comprised of three representatives each for the Committee and the Association have established eligibility requirements for teachers who apply for the positions of Lead Teacher and Curriculum Teacher and who seek an increased teaching load. The eligibility requirements are effective during the term of this Agreement and are set forth following each position description below.

A joint committee of three representatives each of the Committee and the Association is hereby established for the purpose of studying the eligibility requirements and job description of the positions set forth in this section. The joint committee shall submit its recommendation in those areas set forth above to the Association and the Committee. Until the recommendations are accepted by the Committee and the Association, the existing provisions shall continue.

1. LEAD TEACHER POSITION

- a. Work year for Lead Teacher will be the regular school year.
- b. Payment for this position will be in addition to regular teachers' salary. Increases will be no less than one (1) percent, and no more than five (5) percent of the teacher's salary and will be a one-time payment only. The amount of money available for this purpose would not exceed one half of one percent of the monies in the teaching salaries account and the percentage of teachers designated as Lead Teachers will not exceed fifteen (15) percent of the entire teaching staff.
- c. The number of Lead Teacher positions to be filled will be determined by the Committee.
- d. The Superintendent of Schools will appoint teachers to Lead Teacher positions, using criteria established by the Joint Committee and set out below as eligibility requirements.
- e. Applicants who are not chosen will have the option of meeting with the Superintendent, if they wish, to discuss reasons why they were not chosen for above-mentioned position(s).
- f. Applicants not chosen may grieve only the issue of whether or not the Superintendent's decision was arbitrary and capricious. The grievant shall have the burden of proof in the event the grievance is processed through the grievance procedure.
- g. This new position, along with the rate of compensation, shall become effective in the 1985-1986 school year.

- h. Beginning September 1, 1988, the appointment of Lead Teacher will be from two (2) years unless it is determined that he/she is performing unsatisfactorily. No limit on length of time a teacher may hold position, but to be eligible a teacher must apply every two years.

(1) LEAD TEACHER ELIGIBILITY REQUIREMENTS

A. Selection Process

- (1) Written application by candidate on or before October 1 of the proceeding year.
- (2) Candidate must be a full-time classroom teacher.
- (3) The Lead Teacher is not to be an administrative position. Assistants to the Elementary Principal are eligible.
- (4) At least five (5) years of experience as a full-time classroom teacher in present discipline. Demonstration of professional growth (seminars, courses, professional organizations, etc.). Masters degree, or higher training preferred, but an equivalent to a Master's degree is acceptable if the following criteria are met:
 - (a) Of thirty-six (36) semester hours, eighteen (18) semesters hours from a graduate degree-granting university or college.
 - (b) At least fifty percent (50%) of the semester hours be taken at a graduate degree-granting university within a five-year period.
 - (c) At least fifty percent (50%) of the semester hours taken are in a specific subject discipline other than education theory, physiology, or pedagogy.
- (5) Above average attendance record on three-year basis, excluding prolonged illness.
- (6) Outstanding classroom teacher rating:
 - (a) In a range of ratings of Outstanding, Excellent, Very Good, Good, Fair, Poor, the Lead Teacher candidate will be explicitly rated in writing as "Outstanding" by the School Principal, Assistant Superintendent for Academic Affairs, and where appropriate, by the Department Head or Director.
 - (b) Demonstrated knowledge of subject field as evidenced by resume and evaluation.
 - (c) Demonstrated ability to motivate children towards love of learning as evidenced by some or all of the following:
 - (i) Progression of the classes through the curriculum.

- (ii) Measurement of student progress in relation to anticipated achievement by standardized tests, such as final examination, and by curricular examination (textbook-based tests, either publisher or teacher-made).
 - (iii) Activities or projects produced as the culmination of a period of teaching the subject (for the non-academic areas; i.e., art show, concerts, fitness programs, etc.)
- (7) Demonstrated ability to work closely with colleagues in a team effort to maximize students' potential, as evidenced by evaluation.
- (8) Demonstrated ability to develop teacher/parent team for student's education, as evidenced by evaluation.
- (9) Willingness and capacity to work with Principal on the implementation of curriculum.
- (10) Willingness and capacity to work with Principal in diagnosing and prescribing educational procedures for unusual situations.

B. Job Description.

- (1) The Lead Teacher will continue to perform assigned duties as full-time classroom teacher in his/her discipline and, in addition, during the unassigned periods, perform any or all of the duties hereinafter set forth.
- (2) Act as mentor to one (1) new teacher to the school system per year as to school philosophy, school policies and procedures, and general classroom procedures and techniques.
- (3) Act as mentor to no more than two (2) additional teachers at any given time relative to classroom procedures and instructional techniques as determined by the Principal.
- (4) Work the two (2) curriculum days each year at the negotiated compensation, in addition to Lead Teacher stipend.
- (5) Work the regular school day, but will be willing to meet with school wide Committees beyond the normal school day.
- (6) Assist the Principal in analyzing and prescribing non-766 educational plans for students.
- (7) Assist the Principal and Assistant Principal in developing in-service activities for curriculum day programs.
- (8) Assist the Principal in disseminating information about the activities and/or progress of children in that school.
- (9) Perform such other duties not inconsistent with the foregoing as determined by the

Principal or the Assistant Superintendent.

2. LEAD TEACHER II POSITION

- a. The work year for Lead Teacher II will be the regular school year, plus five (5) days. At least three (3) of the five days will be during the summer months.
- b. Payment for this position would be in addition to the regular teacher salary an increase of ten percent (10%). The percentage of teachers designated as Lead Teacher II will not exceed five percent (5%) of the entire teaching staff.
- c. The number of Lead Teacher II positions to be filled to be determined by the School Committee.
- d. The Superintendent of Schools will appoint teachers to Lead Teacher II positions using criteria outlined in this Agreement. Applicants who are not chosen will have the option of meeting with the Superintendent if they wish to discuss reasons why they were not chosen for the above-mentioned position.
- e. Applicants not chosen may grieve only on the issue of whether or not the Superintendent's decision was arbitrary and capricious. The grievant shall have the burden of proof in the event the grievance is pursued through the grievance procedure.
- f. This new position, along with the rate of compensation, shall become effective in the 1988-1989 school year. The appointment to Lead Teacher II would be for two (2) years.
- g. No limit on length of time a teacher may hold position, but to be eligible a teacher must apply at the end of the second year for possible re-election.

(1) LEAD TEACHER II ELIGIBILITY REQUIREMENTS

A. Selection Process

- (1) Written application by candidate on or before October 1 of the preceding year.
- (2) Candidate must be a full-time classroom teacher.
- (3) Lead Teacher II is not an administrative position. Assistants to the Elementary Principals are not considered administrative.
- (4) At least eight (8) years of experience as a full-time classroom teacher in the present discipline; Master's Degree or higher in training; demonstration of professional growth (seminars, courses, professional organizations, etc.).
- (5) Above average attendance record on a three-year basis, excluding prolonged illness.
- (6) Outstanding classroom teaching rating:
 - (a) In a range or ratings of Outstanding, Excellent, Very Good, Good, Fair, and Poor, the Lead

Teacher II will be explicitly rated in writing as Outstanding by the School Principal, Assistant Superintendent for Academic Affairs, and, where applicable, by the Department Head/Director.

(b) The Lead Teacher II must have been a Lead Teacher for at least two (2) years and in a range of Outstanding, Excellent, Very Good, Good, Fair, and Poor, the Lead Teacher II candidate will be explicitly rated in writing as Outstanding by the School Principal, Assistant Superintendent for Academic Affairs, and, where appropriate, by the Department Head/Director in the area of lead Teacher duties.

(c) Demonstrated knowledge of subject field as evidenced by resume and evaluation.

(d) Demonstrated ability to motivate children toward love of learning as evidenced by some or all of the following:

(i) Progression of the class(es) through the curriculum

(ii) Measurement of student progress in relation to anticipated achievement by standardized tests, such as final examination, and by curriculum examination (textbook-based tests, either published or teacher made).

(iii) Activities or projects produced as the culmination of a period of teaching the subject (for the non-academic areas; i.e., art show, concerts, fitness program, etc.).

(e) Demonstrated ability to work closely with colleagues in a team effort to maximize student potential, as evidenced by evaluation.

(f) Demonstrated ability to develop teacher/parent team for students' education, as evidenced by evaluation.

(g) Willingness and capacity to work with Principal on the implementation of curriculum.

(h) Willingness and capacity to work with Principal in diagnosing and prescribing educational procedures for unusual situations.

B. JOB DESCRIPTION

The Lead Teacher II will continue to perform assigned duties as a full-time classroom teacher in his/her discipline, and, during unassigned periods, perform all or any of the duties hereinafter set forth:

- (1) Act as mentor to new teachers to the school system per year as to school philosophy, school policies and procedures, and general classroom procedures and techniques.
- (2) Act as a mentor to teachers in the School system at any given time relative to classroom procedures and instructional techniques, as determined by the Principal or Assistant Superintendent of Schools.
- (3) Act as a coach and mentor to other Lead Teachers in the School System, as determined by the Assistant Superintendent of Schools.
- (4) Work the two curriculum days each year at the negotiated compensation, in addition to the Lead Teacher II stipend.
- (5) Work the regular school day, but will be willing to meet with school-wide committees beyond the regular school day.
- (6) Assist the Principal in analyzing and prescribing non-Chapter 766 educational plans for students.
- (7) Assist the Principal and Assistant Superintendent in developing in-service activities for Curriculum Day Programs.
- (8) Assist the Principal in disseminating information about the activities and/or progress of children in that school.
- (9) Assist the Principal in developing schedules for school activities for the teaching staff in that school.
- (10) Perform such other duties not inconsistent with the foregoing, as determined by the Principal or the Assistant Superintendent.

3. CURRICULUM TEACHER POSITION

- a. The work year for Curriculum Teachers will be two hundred and five (205) days, at least fifteen (15) of which take place during the summer months. Sick days and/or personal day benefits will not apply to school vacation periods.
- b. Curriculum Teachers will receive an additional salary stipend of ten (10) percent of their salary based on school year teachers.
- c. The Committee will determine the number of Curriculum Teachers to be appointed.
- d. Teachers will be appointed by the Superintendent, using the criteria established by the Joint Committee and set forth below as eligibility requirements.

- e. Any teacher may apply for the position. No limit on length of time a teacher may hold this position, but to be eligible, a teacher must make application each two years.
- f. Applicants not chosen may grieve only on the issue of whether or not the Superintendent's decision was arbitrary and capricious. The grievant shall have the burden of proof in the event the grievance is processed through the grievance procedure.

(1) CURRICULUM TEACHER ELIGIBILITY REQUIREMENTS

A. Selection Process

- (1) Written application by candidate on or before October 1 of the preceding year.
- (2) Candidate will be chosen for a two-year period, depending on the area of curriculum to be student. To be eligible applicants must make application every two years.
- (3) The Curriculum Teacher position is not to be an administrative position.
- (4) At least five (5) years of experience as a full-time classroom teacher in present discipline or related discipline. Master's degree or higher in training preferred, but an equivalent to a master's degree is acceptable if the following criteria are met:
 - (a) Of thirty-six (36) semester hours, eighteen (18) semester hours from a graduate degree-granting university or college.
 - (b) At least fifty percent (50%) of the semester hours to be taken at a graduate degree-granting university or college within a five-year period.
 - (c) At least fifty percent (50%) of the semester hours taken are in a specific subject discipline other than education theory, psychology, or pedagogy.
- (5) Above average attendance record on three-year basis, excluding prolonged illness.
- (6) Excellent to outstanding classroom teacher rating in a range of Outstanding, Excellent, Very Good, Good, Fair, Poor, the Curriculum Teacher candidate will be explicitly rated in writing as "Outstanding" or "Excellent" by the School Principal, Assistant Superintendent and, where appropriate, by the Department Head or Director.
- (7) Additional skills and/or knowledge as demonstrated by resume and evaluation:
 - (a) Knowledge of subject field.
 - (b) Active participation in faculty and curriculum meetings.
 - (c) Organizational skills.
 - (d) Ability to work closely with colleagues in a team effort to maximize student potential.

- (e) Ability to develop teacher/parent team for students' education.
- (f) Willingness and capacity to work with Principal on the implementation of the curriculum.
- (g) Excellent communication skills, both written and oral.
- (h) Proven expertise in current curriculum matters, both in Milton programs and contemporary programs.

B. Job Description

(1) The Curriculum Teacher will continue to perform assigned duties as full-time classroom teacher in his/her discipline, will work a 205 day year as per contract, and, in addition, during unassigned periods, perform some of the duties hereinafter set forth.

(2) Work the two (2) curriculum days each year at the negotiated compensation, in addition to Curriculum Teacher stipend.

(3) Work the regular school day, but will be willing to meet with school-wide curriculum committees beyond the normal school day.

(4) Assist the Principal and Assistant Superintendent in developing in-service activities for curriculum day programs.

(5) Assist Department Head, Principal, Assistant Superintendent, in the development and implementation of curriculum:

- (a) Engage in research, evaluation, and recommendation of textbooks and materials.
- (b) Assist in evaluation of curriculum.
- (c) Engage in follow-up activities of department evaluations.
- (d) Help develop curriculum which articulates between levels and integrates among disciplines.
- (e) Help implementation of curriculum in the schools.
- (f) Will act as a curriculum resource person to the teaching staff throughout the year.
- (g) Make presentations of curriculum material to teaching staff.
- (h) Help classroom teacher in understanding and implementing curriculum.

(6) Perform such other duties not inconsistent with the foregoing as determined by the Principal or other Assistant Superintendent.

4. ADDITIONAL TEACHING LOAD POSITION

- a. On the recommendation of the Building Principal and approved by the Superintendent of Schools, a teacher may voluntarily teach an additional class per day for the entire year in lieu of all of his/her preparation period, if, by so doing, a savings of a similar proportional teaching position would be made by the school department, as per budget for that school year.
- b. No teacher on the payroll will be dismissed because of the application of additional teaching load concept.
- c. An additional twenty (20) percent of the teacher's base salary will be added to his/her salary for the year in which the extra class is taught.
- d. There is no limit on the length of time a teacher may carry an additional teaching load, but a teacher must apply each year in order to be considered.
- e. Applicants not chosen may grieve only the issue of whether or not the Superintendent's decision was arbitrary and capricious. The grievant shall have the burden of proof in the event the grievance is processed through the grievance procedure.
- f. The Superintendent may remove a teacher from the additional teaching load if in his/her judgment the quality of teaching by the individual deteriorates during the school year. The Superintendent's decision shall not be made the subject of a grievance nor be reviewable by an arbitrator.

(1) ADDITIONAL TEACHING LOAD ELIGIBILITY REQUIREMENTS

A. Selection Process

- (1) Written application by candidate by March 1 of preceding year, unless mutually agreed upon date change.
- (2) Knowledge of subject area as per recommendation of the Department Head.
- (3) Certification in field.
- (4) Ability to carry another class over and above the regular work load as determined by the Department Head or Principal.
- (5) Favorable evaluation by the Department Head and Principal, especially in the area of instructional skills.
- (6) One year assignment, subject to renewal of extra load. The extra assignment situation will be evaluated by the principal and Department Head.
- (7) Minimum of one (1) year's experience in the Milton Public Schools.

B. Job Description

- (1) Extra class will be in lieu of preparation period and may exceed the normal number of different "preparations".
- (2) Extra class will not diminish the expectations of the teacher's performance.
- (3) Teacher will perform duties normally done during the preparation period during non-school hours.
- (4) Correcting of papers, conferences, planning and other such preparation duties will be performed at the same intensity for the extra class load as was previously performed for a normal class load.

**ARTICLE XII
TEACHER WORK DAY AND WORK YEAR**

- A. The on-site workday for teachers shall consist of six (6) hours and fifty-five (55) minutes at the Elementary and Middle School levels inclusive of lunch periods and seven (7) hours at the Senior High School level, inclusive of lunch periods.

On Fridays and days preceding holidays, teachers may leave once the students are safely dismissed.

- B. 1. The work year for teachers covered by this Agreement will be one hundred and eighty-four (184) days, except in the case of new teachers for whom the work year will be one hundred and eighty-six (186) days. The teachers' work year will consist of one hundred and eighty (180) days with students and four (4) professional development days. The Monday and Tuesday preceding Labor Day shall be scheduled as professional development days. The Wednesday and Thursday before Labor Day shall be scheduled as student days. There will be no school or professional development scheduled on the Friday preceding Labor Day. The Tuesday after Labor Day shall be scheduled as a student day. The other two (2) Professional Development days shall be scheduled during the rest of the school year. The work years shall end no later than June 30. All District-wide initiatives which require training will be scheduled on the Professional Development days set forth above.

School nurses shall be required to work an additional five (5) days immediately prior to the beginning of each school year and shall receive compensation on a per diem basis for said days.

In addition, each teacher will be responsible for seven (7) hours of professional development each year (July 1st through June 30th) as set forth in Article XIII (Professional Development and Educational Improvement) Section D. Failure to complete the seven hours of professional development will result in a commensurate reduction of pay (7 hours = 1 day = 1/185 of annual salary).

Service on the MEA negotiations team shall satisfy the seven (7) hours of professional development for the year (July 1st through June 30th) following the year in which negotiations commence.

- C. In addition to the regular PTO-Sponsored Evening Open House held each year, all teachers may be required to attend two (2) afternoon meetings and two (2) evening meetings per year to be scheduled by the administration for the purpose of parent-teacher conferences regarding student progress. Teachers may schedule parent-teacher conferences at times other than during the evening meetings and afternoon meetings set forth herein provided that the conferences are within two (2) weeks, before or after, the scheduled evening and afternoon meetings. In the event that a teacher has satisfied the purpose of this provision, he/she shall not be obligated to attend the afternoon and/or evening meetings.

Two (2) District-wide early release days will be scheduled, one in the Fall and one in the Spring, during which teachers will be able to schedule parent-teacher conferences.

- D. Two (2) full school days in November and two (2) full school days in April shall be scheduled for parent conferences at the Kindergarten level for those Kindergarten teachers who teach two sessions per day. Those Kindergarten teachers who teach a single session per day shall be released from their regular teaching duties and scheduled for parent conferences (2) half school days in November and (2) half school days in April.
- E. For the purpose of duty scheduling, each traveling teacher will be assigned to a home school and will only be assigned to duties at that school.
- F. In the event that a department head is called in by his/her principal or the Superintendent during the summer recess, he/she shall be compensated at his/her per diem rate of pay.

- G. Flex Time. With mutual agreement between the principal and teacher, a flexible schedule may be implemented provided said schedule does not result in an inequitable distribution of workload. Said schedule can be for no more than one school year unless the principal and the teacher mutually agree to extend it. This Flex Time provision shall be in effect for the term of this agreement and shall extinguish on August 31, 2005, unless there is mutual agreement for it to continue.
- H. Teachers will be required to attend six (6) hours of building/department meetings each school year. These days will be scheduled on the school calendar no later than September 15th of each school year. Building/department meetings shall begin at the end of the student day and shall end no later than one-half hour after the regular teacher workday; except that four (4) building/department meetings per year shall end forty-five (45) minutes after the regular teacher workday.
- I. Special Education IEP meetings may be scheduled before or after school provided they are held contiguous to the school day. Each teacher participant will be provided with two weeks written advance notice of the meeting. Although the teacher's attendance is voluntary, each teacher so notified will make a sincere effort to attend. The meeting shall not exceed two hours in duration. Each teacher will be paid at the rate of \$20.79 per hour. If a meeting lasts less than an hour, each teacher will be paid for one hour. If the meeting exceeds one hour, each teacher will be paid for two hours.

**ARTICLE XIII
TEACHER SUBSTITUTION**

Whenever a Teacher is absent, a qualified subject field substitute Teacher will be hired. If this be impossible, then Teachers in the department, or other, may be assigned on an equitable basis by the Principal to cover the periods normally covered by the absent Teacher and the remuneration shall be paid at the per period rate of:

<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
\$20.30	\$21.01	\$21.64

Elementary teachers who cover a class because a specialist is absent shall be remunerated at the rate set forth above.

**ARTICLE XIV
TEACHER ASSIGNMENT**

1. Teachers will be notified in writing one (1) week prior to the close of the school year, whenever possible, by the Principal of their programs for the next school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach and in any special or unusual classes that they will have.

If a problem arises during the summer months requiring a change in assignment, a written notice will be sent.

2. Teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates and/or their major or minor fields of study.
3. In arranging schedules for Teachers who are assigned to more than one (1) school, an effort will be made to limit the amount of interschool travel. Such Teachers will be notified of any changes in their schedules as soon as practicable. Teachers who are assigned to more than one (1) school in any one school day will receive twenty-two (\$.22) cents per mile for all inter-school driving done by them.
4. The complete schedule of each teacher shall be posted in the respective school building.
5. Teachers will have, by seniority in the System, the right of first refusal of the assignment of supervisory duties of guidance assemblies and clubs. However, the Principal may assign the junior Teachers to such duties.
6. Teachers will not be required to move unusually heavy objects.

**ARTICLE XV
JOB POSTINGS**

Whenever a full year-vacancy occurs in the bargaining unit or a promotional position, it shall be posted for a minimum of ten (10) school days. During the summer months, said vacancy shall be posted for ten (10) work days in the Office of the Superintendent of Schools and, provided the e-mail system is operational, will be sent simultaneously by e-mail to the school e-mail addresses of all teachers. A copy of each job posting shall be sent to the President of the Association. Vacancies shall be posted within the School District (bulletin boards and web site) prior to the time they are submitted to any outside publications.

In the case of promotional positions, the job posting shall set forth the duties/responsibilities, qualifications and salary.

The ten (10) day posting requirement may be waived if the Superintendent and the Association mutually agree that it is in the best educational interest of the school system.

ARTICLE XVI

TRANSFERS

1. 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 Milton Public School System will be considered in determining which Teacher is to be transferred. Teachers being involuntarily transferred will be transferred only to a comparable position. (For purposes of this section, "comparable" shall be defined in the elementary grades - one (1) grade up and one (1) grade down but not beyond the sixth grade; in the secondary grades, same subject field.)

An involuntary transfer will be made only after a meeting between the Teacher involved and the Superintendent (or his/her designee), at which time the Teacher will be notified of the reasons of the transfer.

2. A list of open positions in other schools will be made available to all teachers being transferred, and all other factors being substantially equally, preference will be given in filling such positions on the basis of length of service in the Milton Public School System.
3. Notice of transfer will be given to Teachers as soon as practicable.
4. Teachers desiring a transfer will submit a written request to the Superintendent stating the assignment preferred. Such requests must be submitted between September 1 and June 1 of each school year to be considered for the next school year. Request must be renewed each year. All requests will be acknowledged in writing.
5. 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.
6. Exceptions to the provisions of Sections 1, 2, 3, 4, and 5 may be made only if the Superintendent of Schools determines that it is necessary to do so in the best interest of the Teacher(s) and/or school(s) affected. The Association will be notified of every instance in which the Superintendent so determines. A disagreement over whether an exception is justified will be subject to the Grievance Procedure and will be initiated at Level Two thereof.

ARTICLE XVII
POSITIONS IN SUMMER SCHOOL AND UNDER FEDERAL PROGRAMS

1. All openings for summer school positions and for positions under federal programs will be adequately publicized by the Superintendent in each school building as early as possible, and Teachers who have applied for such positions will be notified of the action taken regarding their applications as early as possible.
2. Positions in the Milton Summer School and positions under federal programs will, to the extent possible, be filled first by regularly appointed Teachers in the Milton Public School System.
3. In filling such positions, consideration will be given to a Teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, length of service in the Milton Public School System, and, in regard to summer school positions, previous Milton Summer School teaching experience

ARTICLE XVIII
TEACHER EVALUATION

1. The Committee will continue to monitor or observe the work performance of Teachers with full knowledge of the Teacher. The summary evaluation will be presented no later than ten (10) days prior to the end of the school year. Teachers will have the right to discuss such report with their supervisor/evaluator.

2. (a) Teachers will have the right, upon reasonable request, to review the contents of their personnel file. A Teacher will be entitled to have an appropriate representative of the Association accompany him/her during such review.

(b) No material derogatory to a Teacher's conduct, service, character, or personality will be placed in his/her personnel file unless the Teacher has had an opportunity to review the material. The Teacher will acknowledge that he/she has had the opportunity to review the material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Teacher will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
3. Any complaints regarding a Teacher made to any member of the Administration by any parent, student, or other person, which is worthy to be placed in the Teacher's personnel file will be promptly called to the attention of the Teacher.
4. No Teacher will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.
5. If a Teacher is to be disciplined or reprimanded formally by a member of the Administration above the level of the Principal, he/she will be entitled to have a representative of the Association present.
6. A teacher who receives an explicitly, "unfavorable" end-of-year evaluation shall not be permitted to work in the summer school programs or participate in the Career Ladder Program.
7. In all disciplines, evaluations by appropriate evaluators will be assigned from among: principals, vice-principals, assistant principals, assistants to the principal, directors, assistant directors, assistants to the director, department heads, coordinators, the assistant superintendent and the superintendent. Assignment of the evaluators will be made by the principals. However, under ordinary circumstances, not more than two evaluators shall complete formal evaluations of any individual.
8. Pre-PTS teachers will be evaluated annually.
9. A teacher with Professional Teacher Status (PTS) who receives a favorable evaluation in one school year will not be evaluated in the subsequent school year under normal circumstances.
10. A teacher who has a major change of assignment may be evaluated outside of the cycle.
11. In years when a teacher is not evaluated, said teacher will receive a point for a favorable evaluation.
12. The Committee shall evaluate teachers in accordance with the Regulations on Evaluation of Teachers and Administrators (603 CMR 35.00) and the Teacher Performance standards of the Milton Public Schools, attached hereto as Appendix D.

13. A joint study committee shall be established for the purpose of reviewing the *Teacher Performance Standards for the Milton Public Schools* as it applies to teachers and nurses attached hereto as Appendix D. The study committee shall be comprised of seven (7) members appointed by the School Committee and seven members (7) appointed by the Association. The study committee shall complete its work by May 1, 2006 and shall make its recommendations in a joint presentation to the School Committee and Association bargaining teams no later than May 31, 2006. It is expressly understood that no changes will be made to Appendix D unless such changes are negotiated and ratified by the full School Committee and the Association membership.

ARTICLE XIX TEMPORARY LEAVES OF ABSENCE

There shall be allowed a maximum of five (5) days personal emergency leave with full pay during each school year for members of the instructional personnel and nurses according to the following provisions: Two (2) days' leave will be granted without any reason being required. Such leave shall not be taken for a regularly-scheduled work day immediately preceding or subsequent to normal school recess or school holiday. The remaining three (3) of these days will require that a reason be given subject to the approval of the Superintendent or the Superintendent's designee and according to the following reasons:

1. Religious Holidays
2. Mandatory court requirements
3. Legal business that cannot be transacted at any other time
4. Professional -
 - a. Degree - graduation - self
 - b. Graduation of wife/husband, son and/or daughter
 - c. Recipient of outstanding academic achievement or awards
5. Illness or hospitalization of member of immediate family, inclusive of wife/husband, son and/or daughter, sister or brother, parents or grandparents
6. Death - family (not immediate), friend
7. Any other reason approved by the Superintendent or Superintendent's designee.

Permission to be granted personal leave must be sought and obtained in writing from the Superintendent of Schools or the Superintendent's designee prior to the date on which leave is requested. In the event that a Teacher is to take one (1) day leave, above, then said Teacher must submit in writing notice that such leave is to be taken twenty-four (24) hours prior to the leave day.

Under certain emergency situations a verbal request and/or notice may take the place of an advance request and/or notice, subject to the approval of the Superintendent of Schools or the Superintendent's designee.

Up to two (2) days of unused personal emergency leave annually shall be converted to sick days.

Teachers shall have five (5) days exclusive of weekends and/or holidays, with pay, during each school year, each time there is a death in the immediate family which may include the following members: spouse, father, mother, sister, brother, son, daughter, and grandchildren. Three (3) days absence, with

pay, during each school year, each time there is a death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, and grandparents. Two additional days may be granted upon request. The Association's President or designee shall also be granted up to fifteen (15) days leave with pay to attend to Association business provided that no more than ten (10) of such days will be utilized by one (1) individual. The Association will be responsible for the cost of a substitute.

ARTICLE XX
EXTENDED LEAVES OF ABSENCE FOR PTS TEACHERS OR NURSES

1. The Committee agrees that one (1) Teacher per year of this Agreement designated by the Association will, upon reasonable request, be granted a leave of absence for up to two (2) years without pay for the purpose of engaging in Association (state or national) activities.

It is agreed between the parties to this Agreement that if a Teacher who takes a leave of absence pursuant to this Section does not return at the end of two (2) years, said Teacher will be presumed to have resigned from the Milton Public School System.

2. A leave of absence without pay of up to two (2) years will be granted to one (1) teacher per school year who joins the Peace Corps or serves as a teacher in an exchange program approved by the Superintendent; and provided further said teacher is a full-time participant in either of the afore-described programs.

It is agreed between the parties to this Agreement that if a teacher who takes a leave of absence pursuant to this Section does not return at the end of two (2) years, said teacher will be presumed to have resigned from the Milton Public School System.

3. (A) Childrearing leave up to two (2) years without pay will be granted. During pregnancy, continued employment will depend solely on the physical condition of the Teacher insofar as it relates to her capacity to fulfill the obligations of her position. Appropriate medical evidence of illness will be required prior to returning from such leave. While on childrearing leave, a Teacher may continue participation in the group health plan, provided he/she pays 100% of the premium.
4. A leave of absence without pay or increment of up to one (1) year will be granted for the purpose of caring for a sick member of the Teacher's immediate family.
5. The Committee will grant a leave of absence not to exceed six (6) years, without pay or increment to any Teacher to serve in an elective state or federal office.
6. The Committee may allow up to a two (2) year leave of absence without pay or increment for a teacher. Said action by the Committee will be without precedent for future requests for such leaves.
7. All requests for extensions or renewals of leaves will be applied for in writing; and, if granted, will be done so in writing.
8. Additional Leaves including, but not limited to, career transition leaves, may be granted at the discretion of the Committee. Said action by the Committee will be without precedent for

future requests for said leave.

9. In the event of a leave pursuant to this Article being granted to a teacher during the school year, said teacher will be granted and take the leave for the remaining portion of the school year; and shall notify the Superintendent in writing no later than March 15 if leave began prior to January 1, but not later than June 1 otherwise, of his/her intention to return at the commencement of the next school year unless said requirement is specifically and in writing waived by the Superintendent. This Section shall not apply to any leave of absence granted pursuant to the Family and Medical Leave Act as set forth in Section 10 below.
10. The Committee shall grant leaves in accordance with the Family and Medical Leave Act. Issues pertaining to this act, insofar as they are mandatory subjects of bargaining under Massachusetts General Laws, will be impact bargained.

ARTICLE XXI SABBATICAL LEAVE

Upon recommendation by the Superintendent, sabbatical leave may be granted for study or travel and study to a member of the teaching staff by the Committee, subject to the following conditions:

1. No more than five (5) teachers will be absent on sabbatical leave at any one time.
2. Requests for sabbatical leave must be received by the Superintendent in writing on such forms as may be required by the said Superintendent no later than December 15, and action must be taken on all such requests no later than May 15 of the school year preceding the school year for which the sabbatical leave is requested.
3. The Teacher has completed at least five (5) consecutive full school years on the teaching staff of the Milton Public School System.
4. Teachers on sabbatical leave will be paid at fifty (50) percent of their regular salary rate for a full year's leave, and 100% of their regular salary rate for one-half (1/2) years leave, provided that such pay, when added to any program grant, will not exceed the regular salary rate.
5. A Teacher granted sabbatical leave shall make a detailed report of the experiences gained while on said leave.
6. A Teacher applying for sabbatical leave may be requested to appear before the Committee and explain the purpose of his/her request.
7. The Teacher granted a leave pursuant to this Section shall agree to return to employment in the Milton Public Schools for a time equivalent to twice the amount of sabbatical leave taken.

ARTICLE XXII PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

The Committee and the Association will pilot a new professional development plan. A Professional Development Committee (PDC) comprised of equal representation from the Committee and the

Association will:

- A. Establish for each year a professional development focus, consistent with the system-wide goals. There will be four (4) full days of professional development each school year.
- B. Plan and arrange for the provision of a range of professional development programs which will be offered through the system. These programs will be made available at a variety of times, such as, but not limited to, before school, after school and during school vacation periods..
- C. Monitor and evaluate the system's professional development program.
- D. In addition, each teacher will be responsible for seven (7) hours of professional development each year (July 1st through June 30th). The School Department will publish at least annually a list of on-site professional development offerings that will be updated during the year. A teacher may satisfy the seven (7) hours of professional development off-site and in small increments with the prior approval of his/her department head/coordinator and the building principal. Any course that benefits students or improves curriculum and instruction will be approved. Courses taken for lane changes will not be credited toward the seven (7) hours of professional development. The seven hours may not be completed during the regular work day and failure to complete the seven (7) hours by June 30th of each year will result in a deduction of the equivalent of a day's pay (1/185th).

With prior approval of the Superintendent, or designee, teachers may fulfill this professional development obligation in an alternative manner.

- E. Additional Professional Development Opportunities.
 1. If funding is available the Committee will pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by Teachers who attend workshops, seminars, conferences, or other professional improvement sessions with the advance approval of the Superintendent.
 2. Each Teacher may be granted upon reasonable request at least one day's leave of absence with full pay to explore and investigate educational programs. On such a day a substitute teacher will be hired to direct his/her classes.
- F. A teacher who is enrolled in a first Master's degree program on the path towards professional licensure as a teacher (herein, a "Qualifying Program") shall be reimbursed for tuition and fees of up to five hundred dollars (\$500) for each completed course which comprises a part of such Qualifying Program for up to two (2) such completed courses per year and a maximum of one thousand dollars (\$1,000) per year.

In order to be eligible for reimbursement for each such course, the teacher shall:

1. Provide written notice of enrollment in such course to the Office of the

Superintendent prior to commencement of such course.

2. Upon completion of such course, provide to the Office of the Superintendent an official transcript evidencing completion of such course with a grade of "B" or better (or, in the case of a so-called "Pass-Fail" course, a passing grade or better).
3. Provide to the Office of the Superintendent evidence of payment of tuition and fees for such course in a form acceptable to the Town Accountant.

Within ninety (90) days following satisfaction of the preceding requirements, such reimbursement shall be paid to the teacher by the Committee.

ARTICLE XXIII PROTECTION

- A. Teachers will immediately report all cases of abusive conduct and/or torts suffered by them in connection with their employment to the Superintendent in writing.
- B. This report will be forwarded to the Committee which will comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the teacher, the police, and the courts.

ARTICLE XXIV PERSONAL INJURY BENEFITS

Whenever a Teacher is absent from school as a result of personal injury caused by an accident occurring in the course of his/her employment, he/she will be paid his/her full salary, less the amount of any workmen's compensation award made for temporary disability due to said injury. For the first thirty (30) work days, no part of such absence will be charged to his/her accumulated sick leave. Thereafter, the teacher may elect to use accumulated sick time or the sick leave bank (if eligible) to make up the difference between any workers' compensation and his/her full salary.

For injuries resulting from assault or which are construction related, a teacher will be paid his/her full salary, less the amount of any workmen's compensation award made for temporary disability due to said injury and no part of such absence will be charged to his/her accumulated sick leave.

ARTICLE XXV GENERAL

- A. Both the Association and the Committee agree that the cost of printing this Agreement shall be shared equally by the Committee and the Association.
- B. Teachers who attend PTO meetings will be dismissed at the end of the student day on those days.

- C. The minimum standard working temperature in a classroom or other teaching station will be sixty-five degrees Fahrenheit (65E). If the temperature falls below this figure, the class will be assigned to another teaching station.
- D. Teachers who work in budget formulation shall be notified in writing within ten (10) days of budget approval of all decisions concerning the budget they prepared. This notification shall come from the building principal and/or the appropriate department head.
- E. Teachers agree to give a minimum of thirty (30) days notice prior to September 1 if they intend to retire or to resign before the start of the next school year.
- F. If any provision of this Agreement, or any application of the Agreement to any employee or group of employees, shall be found contrary to law, then such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- G. Any teacher who is not eligible to participate in the Massachusetts Teachers Retirement Plan or another retirement program under Massachusetts General Laws Chapter 32 shall be required to participate in a deferred compensation plan..

ARTICLE XXVI CONSULTATION

A Committee comprised of no more than two (2) appropriate representatives of the bargaining unit covered by this Agreement shall have the right to consult with the Committee on matters of mutual concern no more than four (4) times per year.

An agenda of items to be discussed shall be submitted to the Superintendent no later than ten (10) calendar days prior to the meeting of the Committee.

ARTICLE XXVII REDUCTION IN FORCE

The Committee retains the right to reduce the number of Teachers or Nurses on its staff. Whenever such a reduction is necessary it shall be achieved so far as possible through leaves of absence, resignations, early retirements, voluntary transfers, and other attrition. A Teacher on tenure shall not be laid off if there is a non-tenure Teacher whose position the Teacher on tenure is qualified to fill. In determining the order in which the staff shall be laid off within the separate groups of tenured and non-tenured staff, the Committee shall consider the following factors in laying off staff within the discipline:

1. Years of service with the System
2. Academic Preparation
3. Evaluation

Points will be awarded in each of these areas under the following definition.

A. Years of Service:

Years of service means a Teacher's length of continuous uninterrupted service in years, months, and days, commencing on the first date of employment (not hiring) as a Teacher on a paid basis in the Milton Public Schools. Teachers who work part-time will commence earning seniority credit for part-time service as of September 1, 1993. Years of service for part-time work will be computed on a pro rata basis; for example, a teacher who works half-time will be credited with .5 years of service. Any leave of absence granted by the Committee shall be construed to be non-active service and will not be included in determining the full length of service. Such leaves, however, will not be construed to break active service and length of service will mean the total of years, months, and days preceding the leave added to the total number of years, months, and days after resuming active duty as a Teacher following the leave of absence.

B. Academic Preparation:

Academic preparation will be the educational level achieved as specified in the PIC guidelines; that is, Bachelor's, Bachelor's + 15, Master's or Bachelor's + 30, Master's + 30 or Bachelor's + 60, Master's + 45 or Bachelor's + 75.

C. Evaluation:

In the secondary disciplines the annual evaluation of the principals, department heads, and the Assistant Superintendent will be used.

In the elementary disciplines the annual evaluation of the Building Principal, Director, and the Assistant Superintendent will be used.

In awarding points the following procedures will be used.

1. Years of Service:

- a. One point for Teachers with zero, one, two, or three years of completed service.
- b. Two points for Teachers with four, five, or six years of completed service.
- c. Three points for Teachers with seven, eight, or nine years of completed service.
- d. Four points for Teachers with ten, eleven, or twelve years of completed service.

For Teachers with thirteen or more years of service, one point for each year of completed service.

2. Evaluation:

- a. One point will be awarded for each year in which the Teacher did not receive an unfavorable or unsatisfactory comment on the evaluation by the appropriate administrators. An unfavorable or unsatisfactory comment must be explicitly expressed on the final evaluation form by the appropriate administrator. The evaluations will reflect the most recent period of seven years including the current school year.

All aspects of Article XVI - Teacher Evaluation - of the Contract between the Milton Educators Association and the Milton School Committee will be adhered to.

The person with the least number of points within a given discipline will be the first to be laid off and, in like manner, the second to be laid off, etc.

I. Discipline Categories:

- A. Elementary classroom teachers - the discipline shall be grades K-6 excluding Grade 6 French Immersion teachers.
- B. Elementary specialists - K-6 - (a) special education staff and (b) reading. An Elementary reading teacher who holds a moderate special needs certification shall be placed in the elementary special education discipline category.
- C. Secondary - 7-12 - (a) business, (b), career education/occupation education, (c) English, (d) home economics, (e) industrial arts, (f) languages, including Grade 6 French Immersion teachers (g) mathematics, (h) science, (i) social studies, and (j) special education staff.
- D. System-wide K through 12 - (a) art, (b) physical education/health (c) music, (d) library, (e) guidance, (f) occupational therapy, (g) school psychologist, (h) adjustment counselors (i) nurses, and (j) health.
 1. Teachers who commence bargaining unit work after September 1, 1993 in a Systemwide K-12 position must obtain K-12 Certification within two (2) years of the ratification of this Agreement or within two (2) years of the hiring date, whichever is later.
 2. If a reduction in force requires that a teacher listed in Section D above be assigned to teach at a new level, then said teacher, if not certified at the new level, shall obtain certification within two (2) years of the first day of school in the new assignment.
- E. A teacher will be placed in that disciplinary category in which he/she last taught, full-time for at least one year, unless mutually agreed upon by the Teacher and Superintendent.
A teacher who teaches in more than one disciplinary category in said school year, shall

be placed in that category in which he/she taught at least fifty (50%) percent of his/her schedule during that school year.

II. Lay-off Procedures:

Teachers under consideration in the discipline categories must be teaching in that category and certified in that discipline category.

- A. Teachers laid off under normal circumstances shall be notified in writing no later than May 15, but in no event later than the last day of school of the school year preceding the school year in which the reduction is to be effected.
- B. Teachers laid off under this Article will be recalled in the reverse order of their lay-off within their discipline during the period of two years from the effective date of their lay-off if they so indicate in writing to the Superintendent.
- C. A Teacher laid-off and on recall will be given priority for an open position within another discipline providing that Teacher is certified in the area and has taught said discipline within the past ten years. Said employee shall be required to take two (2) three (3) credit courses in the discipline area in which he/she will be teaching within the first calendar year of his/her assignment to the discipline.
- D. Teachers laid off under this Article shall be given priority on the substitute list during said recall period if they so indicate in writing.
- E. Teachers on leave pursuant to this lay-off policy may continue group health and life insurance coverage during said recall period as provided above. Failure to forward full premium payments to the Town Treasurer shall terminate this option.
- F. Teachers serving a recall period shall be notified by the Superintendent by registered mail to the last known address of the employee concerning any open positions in the system which they may be qualified to fill. Failure to accept an offer of employment for any such position will terminate this requirement.
- G. Teachers rehired after the lay-off under this paragraph shall be at the salary of the next step on the appropriate degree column of the in-force salary schedule from the step at the time of lay-off. He/She would retain his/her seniority status and fringe benefits accumulated as of the date of lay-off.
- H. To avail himself/herself of recall rights, a laid-off Teacher shall respond in person or by registered mail, within ten (10) days from the date that the Superintendent's office mailed the notification to the Teacher, that he/she is willing to accept the recall. If he/she fails to accept within ten (10) days, he/she shall be dropped from the recall role.
- I. A teacher who has been laid off shall be responsible for informing the Superintendent's office and the office of the Association in person or by registered mail of any change in his/her address of record.

- J. In cases where points are equal, Teachers with unfavorable or explicitly unsatisfactory evaluation comments as defined in 2a above will be laid off first. In the absence of this criteria, the Teacher with the least number of years of service will be laid off first. In cases of equal years of service, the initial date of Committee hiring will be used.
- K. The Association and the Committee hereby agree to the following procedure regarding Administrators (Unit B) who "fall back" into a teaching position (Unit A). This procedure will apply to the transitional year (first year in which an Administrator assumes Unit A duties) as well as subsequent years.
- L. The Community Service/Job Placement Coordinator shall have all of the rights, benefits, duties and privileges of any other teacher who is laid off except that the Community Service/Job Placement Coordinator shall not be allowed to bump another teacher nor shall any other teacher be allowed to bump the Community Service/Job Placement Coordinator.

A member of Unit B who is subject to the R.I.F. in accordance with the R.I.F. language of the Unit B contract shall have the right to fall back into Unit A, based on the following criteria:

The position of such member falling back into Unit A shall be determined by his/her points computed according to the Unit A formula provided in the R.I.F. procedure of the Unit A contract.

Seniority points shall be computed on the basis of total years in the system in either Unit B and/or Unit A. The discipline of such a member shall be defined as that discipline in which the member last taught on a full-time basis for at least one year.

In returning to Unit A, if such member would not be entitled to a teaching position on the basis of the above Unit A criteria, than such member shall have no right to bump a Unit A member, but shall be placed on the recall list according to the provisions of the Unit A contract.

ARTICLE XXVIII SICK BANK

Purpose

The Teachers Sick Bank will enable all teachers to voluntarily contribute one (1) day per year; i.e., (one day the first year, one day the second year, etc.) of their accumulated sick days for use by a participating member whose sick leave is exhausted through prolonged illness. The Sick Leave Bank is designed for prolonged illness and will be used by a Teacher intending to return immediately after the prolonged illness.

Sick Leave Bank Days will be carried over from year to year to a maximum of one-thousand (1,000) days.

General Provisions and Requirements for Eligibility

1. The Sick Leave Bank will be used only when the Teacher is prevented from working because of sickness or injury of the Teacher and when this disability is of a prolonged nature; that is ten (10) consecutive working days or more.
2. To be eligible for Sick Leave Bank days, the applicant must have accumulated at the beginning of the prolonged illness at least twenty (20) percent of the maximum accumulated sick leave available to the Teacher since his/her employment or at least twenty (20) percent of the maximum accumulated sick leave available to the Teacher since his/her employment or at least twenty (20) percent of the maximum accumulated sick leave available to the Teacher since his/her last prolonged illness.
3. A doctor's certificate shall be required for benefits under the Sick Leave Bank.
4. The Sick Leave Bank will cover prolonged illness, but only after the applicant's accumulated sick days are exhausted. Example: A Teacher who is absent thirty (30) consecutive days because of illness and has twelve (12) sick days at the beginning of the prolonged illness will be paid using Sick Bank days from the thirteenth (13th) to the thirtieth (30th) sick days.

The Sick Bank Plan will cover up to eighty (80) working days with full pay for any one prolonged illness. From the eighty-first (81st) day up to the one hundred and sixtieth (160th) day, the Bank will provide full pay minus the cost of substitute coverage.

5. Teachers using the benefits of the Sick Leave Bank must sign a Sick Leave Bank Agreement in which they state their intent to return to service immediately after the prolonged illness for a minimum of at least the length of the leave* and to meet all terms of the regulations. Default of this signed agreement would result in refunding to the Town of Milton twice the amount of the salary received while covered by sick leave from the Sick Bank. Any change in the agreement must have prior approval by the Sick Leave Bank Committee.

Membership

A Teacher eligible to join the Sick Leave Bank must apply for membership on a form provided by the Sick Leave Bank administrators. The application for the contract period must be submitted by September 15 of each year. When making said application to the Bank, a teacher must contribute one (1) sick day. If the Bank falls below fifty (50) days, a teacher must contribute one (1) additional sick day in order to continue membership in the Bank.

Administration

The Sick Leave Bank will be administered by a committee of four (4); two (2) members representing the Association and two (2) members representing the School Committee. All requests for the use of days shall be directed to this committee. The decisions of the committee shall be based on the requirement as specified above. Only those teachers who each year voluntarily contribute to this Bank shall be eligible for its benefits.

Amendments to these regulations can be made by mutual agreement, in writing, of the Milton School Committee and the Milton Educators Association Executive Board.

The President of the Association shall appoint annually a member of the bargaining unit to record the number of days available in the Sick Leave Bank and make a report of same on a monthly basis to the Sick Bank Committee.

*A teacher returning need only to finish the school year to fulfill the requirement.

ARTICLE XXIX SALARY SCHEDULES

- A. The Professional Improvement Committee comprised of three (3) representatives of Association and three (3) representatives of the Committee will continue to approve or disapprove the credits of the Teachers submitted for consideration in advancing to the Master's in the Field, B+15, M or B+30, M+30 or B+60, and M+45 or B+75 of the salary schedule.

- B. 1. Teachers will receive additional compensation for their service in the Milton Public School System in accordance with the following provisions:
 - a. Ten years of service - \$750
 - b. Fifteen years of service - \$1,000
 - c. Twenty years of service - \$1,250

Said amount to be paid in a lump sum in the first paycheck in December of each year.

- 2. Teachers with twenty (20) years of service in the Milton Public Schools may elect a longevity payment of \$4,000 per year for three (3) consecutive years. The longevity payments specified in Section B.1. will cease upon exercising the three-year option set forth herein. Teachers who wish to exercise this option must notify the Superintendent in writing by January 15 of the school year preceding the school year in which the longevity under this option is to be paid. At least ten (10) teachers will be approved each year under this option.

In the event that an annual budget does not accommodate all teachers who have notified the Superintendent that they wish to take this option, teachers will be selected by seniority which shall be defined as the employees' total number of years in the Milton Public Schools in Unit A, Unit B or, if applicable, as a building principal. If any teachers are denied this option due to budgetary reasons, they will be placed at the top of the list of teachers choosing this option for the next school year regardless of their comparable seniority to those teachers choosing the option for the first time in the next year.

- C. In the event a teacher is granted a CAGS, said member shall receive an annual stipend of one thousand-five hundred (\$1,500.00) dollars.

In the event that a teacher is granted doctorate, said member shall receive an annual stipend of two thousand-eight hundred (\$2,800.00) dollars.

- D. Teachers shall have the option of receiving their salaries based on either twenty-one (21) or twenty-six (26) substantially equal bi-weekly payments commencing with the third Thursday in September of each school year, provided that they have notified the Superintendent of

Schools of their choice of options prior to the closing of school in the previous year.

- E. A teacher who obtains National Teacher Certification shall receive a stipend of seven hundred-fifty (\$750.00) dollars per year in accordance with the Professional Improvement Committee guidelines.
- F. With the prior approval of the Superintendent or her designee a teacher who presents a professional development program will be compensated at the rate of seven hundred (\$700.00) dollars per day. This rate includes preparation and any follow-up related to the program. A day shall be seven (7) hours and the compensation rate will be prorated for a program that is less than a full day.

ARTICLE XXX JOB SHARING

Definition: For the purposes of this Article, "job sharing " shall be defined as the allocation of all of the duties of one full-time teaching position between two teachers such that the cost of the job sharing does not exceed the cost of one teacher. The division of these duties shall be according to the terms set forth below.

Application: Teachers interested in job-sharing shall submit a job sharing proposal to the appropriate building principal no later than February 1 of the school year preceding the school year during which the job is to be shared. The proposal shall set forth the following details:

- a. the position to be shared;
- b. the manner in which the job is to be shared; e.g., the percentage of the job each is to work;
- c. which teacher shall be receiving the health insurance benefits; and
- d. any other relevant information to the implementation of the proposal.

Granting: The proposal shall be reviewed by the building principal and the Superintendent of Schools who shall notify the teachers of their decision no later than April 1. The decision whether or not to allow the job sharing proposal shall not be grievable or arbitrable.

Conditions: In the event that the job sharing proposal is approved, the following conditions shall apply:

- a. Both teachers shall work the first, second and last day of the student school year;
- b. Both teachers shall attend the annual open house in the Fall;
- c. Both teachers shall attend all Fall conferences;
- d. In the event that one of the teachers is absent, the partner teacher shall make every reasonable effort to cover the class. On such day, the partner teacher shall either be paid his/her per diem rate of pay or shall be granted an equal amount of compensatory

time. (For these purposes, the per diem rate of pay shall be defined as 1/185 of the partner teacher's annual salary). Subject to the review of the Superintendent, the building principal shall designate which option shall be implemented.

- e. The partner teachers shall be considered to be part-time employees and as such shall be entitled to all of the rights and privileges of other Unit A members subject to the following: where applicable, benefits shall be pro-rated (e.g., each teacher shall receive one-half of his/her salary and shall receive either fifteen (15) half sick days or seven and one-half (7.5) full sick days; and the cost of health insurance to the Town shall not exceed the cost of health insurance for one teacher.

Term: The term of the job sharing shall be for one school year and the partner teachers shall return to their respective assignments beginning with the school year following the school year during which the job was shared. If the partner teachers wish to extend the job sharing beyond one school year, they shall apply in accordance with the Application provision of this Article.

ARTICLE XXXI HEALTH INSURANCE

Teachers shall pay fifteen percent (15%) towards the premium cost of health maintenance organization insurance coverage.

**ARTICLE XXXII
TERM OF AGREEMENT**

This Agreement and the provisions thereof shall be effective as of September 1, 2008, unless specifically indicated otherwise, and shall continue until and including August 31, 2011, and shall continue from year to year thereafter unless terminated or changed by the parties hereto. Either of the parties hereto desiring to terminate this Agreement or to change any section or sections of this Agreement, shall notify the other party, in writing, that they desire such termination or change on or before October 15, 2010.

IN WITNESS WHEREOF, THE SCHOOL COMMITTEE OF THE TOWN OF MILTON, has caused this Agreement to be signed in its name and on behalf of its Chairman, and the **MILTON EDUCATORS ASSOCIATION** has caused this Agreement to be signed in its name and behalf of its President, this _____ day of _____, 2008.

**MILTON EDUCATORS
ASSOCIATION**

**SCHOOL COMMITTEE OF THE
TOWN OF MILTON**

PRESIDENT

CHAIRPERSON

APPENDIX A
Effective September 1, 2008
Restructure

STEP	B	B+15	M /B+30	M+30/B+60	M+45/B+75
1	38,355	39,600	41,525	44,022	45,265
2	41,591	42,913	44,916	47,554	48,873
3	43,179	44,496	46,501	49,142	50,466
4	45,296	46,612	48,610	51,247	52,586
5	48,467	49,785	51,782	54,458	55,757
6	51,637	52,957	54,947	57,598	58,925
7	54,271	55,620	57,598	60,242	61,560
8	56,920	58,238	60,242	62,881	64,199
9	60,087	61,413	63,418	66,049	67,376
10	63,255	64,589	66,584	69,227	70,547
11	63,922	66,158	69,477	72,113	73,441
12		66,575	73,181	75,816	77,141
13			73,599	76,234	77,559
15	64,922	67,575	74,599	77,234	78,559
20	65,394	68,074	74,627	77,289	78,626
21	66,394	69,074	75,627	78,289	79,626
30	66,637	69,344	75,962	78,650	80,001
31	67,637	70,344	76,962	79,650	81,001

*A teacher will advance to step 15 at the beginning of his/her 15th year of teaching.

**A teacher will advance to steps 20 and 30 at the beginning of his/her 20th or 30th year of teaching in the Milton Public Schools

**Effective September 1, 2009
2% Increase**

STEP	B	B+15	M /B+30	M+30/B+60	M+45/B+75
1	39,122	40,392	42,356	44,902	46,170
2	42,423	43,771	45,814	48,505	49,850
3	44,043	45,386	47,431	50,125	51,475
4	46,202	47,544	49,582	52,272	53,638
	49,436	50,781	52,818	55,547	56,872
6	52,670	54,016	56,046	58,750	60,104
7	55,356	56,732	58,750	61,447	62,791
8	58,058	59,403	61,447	64,139	65,483
9	61,289	62,641	64,686	67,370	68,724
10	64,520	65,881	67,916	70,612	71,958
11	65,200	67,481	70,867	73,555	74,910
12		67,907	74,645	77,332	78,684
13			75,071	77,759	79,110
15	66,220	68,927	76,091	78,779	80,130
20	67,722	70,455	77,140	79,855	81,219
30	68,990	71,751	78,501	81,243	82,621

***A teacher will advance to step 15 at the beginning of his/her 15th year of teaching.**

****A teacher will advance to steps 20 and 30 at the beginning of his/her 20th or 30th year of teaching in the Milton Public Schools**

**Effective 93rd Day of FY 2010
2% Increase**

STEP	B	B+15	M /B+30	M+30/B+60	M+45/B+75
1	39,905	41,200	43,203	45,800	47,094
2	43,271	44,647	46,731	49,475	50,847
3	44,923	46,294	48,380	51,127	52,505
4	47,126	48,495	50,574	53,317	54,710
5	50,425	51,796	53,874	56,658	58,010
6	53,723	55,096	57,167	59,925	61,306
7	56,464	57,867	59,925	62,676	64,047
8	59,220	60,591	62,676	65,421	66,793
9	62,515	63,894	65,980	68,717	70,098
10	65,811	67,198	69,274	72,024	73,397
11	66,504	68,831	72,284	75,026	76,408
12		69,265	76,138	78,879	80,257
13			76,572	79,314	80,692
15	67,545	70,305	77,613	80,354	81,733
20	69,076	71,865	78,682	81,452	82,843
30	70,370	73,186	80,071	82,868	84,273

*A teacher will advance to step 15 at the beginning of his/her 15th year of teaching.

**A teacher will advance to steps 20 and 30 at the beginning of his/her 20th or 30th year of teaching in the Milton Public Schools

**Effective September 1, 2010
3.5% Increase**

STEP	B	B+15	M /B+30	M+30/B+60	M+45/B+75
1	41,301	42,642	44,715	47,404	48,742
2	44,786	46,209	48,366	51,207	52,627
3	46,496	47,914	50,073	52,917	54,342
4	48,775	50,192	52,344	55,183	56,625
5	52,190	53,609	55,760	58,641	60,040
6	55,603	57,025	59,168	62,022	63,451
7	58,440	59,892	62,022	64,869	66,289
8	61,292	62,711	64,869	67,711	69,130
9	64,703	66,130	68,289	71,122	72,551
10	68,114	69,550	71,699	74,545	75,966
11	68,832	71,240	74,814	77,652	79,082
12		71,689	78,802	81,640	83,067
13			79,252	82,090	83,517
15	69,909	72,766	80,329	83,167	84,593
20	71,494	74,380	81,436	84,303	85,742
30	72,832	75,747	82,874	85,768	87,223

*A teacher will advance to step 15 at the beginning of his/her 15th year of teaching.

**A teacher will advance to steps 20 and 30 at the beginning of his/her 20th or 30th year of teaching in the Milton Public Schools

***NEW APPENDIX ARTICLE-1**

**Community Service Placement Director
Salary Schedule**

Step	9/1/08 2%	9/1/09 2%/2%	9/1/10 3.50%
1	\$50,403	\$51,925	\$54,275
2	\$51,411	\$52,964	\$55,360
3	\$52,439	\$54,023	\$56,467

**APPENDIX B
ADDITIONAL REMUNERATION**

Position	9/1/08- Restructure	9/1/09 – 3.02%	9/1/10 – 3.5%
Extracurricular per hr.	\$23.40	\$24.11	\$25.19
Part-time Inst. Per hr.	\$37.92	\$39.07	\$40.82
Applied Lesson Program Director(self-funded)	\$5,191	\$5,348	\$5,587
Athletic Trainer	\$17,309	\$17,832	\$18,632
Driver Education (3)	\$3,210	\$3,307	\$3,455
Elementary Assistant Principal	\$6,791	\$6,996	\$7,310
Elementary Club Advisor	\$799	\$823	\$860
Elementary Computer Club	\$799	\$823	\$860
Elementary Future Problem Solving	\$412	\$425	\$444
Elementary Math Club	\$799	\$823	\$860
Elementary MCAS Club	\$799	\$823	\$860
Elementary Science Club	\$799	\$823	\$860
Faculty Manager	\$5,763	\$5,937	\$6,203
Guidance Stipend - High School	\$2,923	\$3,012	\$3,147
Guidance Stipend - Middle School	\$1,928	\$1,986	\$2,075
HS Academic Decathlon	\$1,316	\$1,356	\$1,146
HS Activity Fund Manager	\$3,500	\$3,606	\$3,767
HS After School Singers	\$1,597	\$1,646	\$1,719
HS American Field Service	\$799	\$823	\$860
HS Amnesty International	\$799	\$823	\$860
HS Art Club	\$799	\$823	\$860
HS Asian American Club	\$799	\$823	\$860
HS Assistant Dramatics	\$1,800	\$1,855	\$1,938
HS Assistant Marching Band	\$1,554	\$1,601	\$1,673
HS Band Director	\$3,985	\$4,105	\$4,290
HS Cabaret Director	\$1,316	\$1,356	\$1,416
HS Chess Club	\$799	\$823	\$860
HS Choral Audition Director	\$413	\$426	\$445
HS Cultural Diversity Club	\$799	\$823	\$860
HS Dance	\$1,265	\$1,303	\$1,361
HS Debate	\$2,400	\$2,473	\$2,583
HS Dramatics	\$3,601	\$3,709	\$3,876
HS Drill Team Instructor	\$2,160	\$2,226	\$2,325
HS Drum Majorette	\$1,550	\$1,597	\$1,669
HS Environmental Club	\$799	\$823	\$860
HS Fall Intramural	\$2,000	\$2,060	\$2,153
HS FHA	\$799	\$823	\$860
HS Film Club	\$799	\$823	\$860
HS French Club	\$799	\$823	\$860
HS Freshman Class Advisor	\$799	\$823	\$860
HS Future Business Leaders	\$799	\$823	\$860
HS Future Teachers of America	\$2,338	\$2,408	\$2,516
HS Gay and Straight Alliance	\$799	\$823	\$860
HS Gospel Choir	799	\$823	\$860
HS Greek Club	\$799	\$823	\$860
HS Hispanic Cape Verdean Club	\$799	\$823	\$860

HS Human Rights Club	\$799	\$823	\$860
HS Irish American Club	\$799	\$823	\$860
HS Italian Club	\$799	\$823	\$860
HS Jazz Ensemble	\$1,265	\$1,303	\$1,361
HS Junior Class Advisor	\$1,680	\$1,731	\$1,808
HS Latin Club	\$799	\$823	\$860
HS Ledger Corspd'n Student Advisor	\$614	\$633	\$661
HS Math Club	\$799	\$823	\$860
HS Mock Trial	\$2,026	\$2,087	\$2,180
HS Mountain Biking Club	\$799	\$823	\$860
HS Musical Director	\$1,800	\$1,855	\$1,938
HS Musical Review Director	\$1,800	\$1,855	\$1,938
HS National Honor Society	\$1,680	\$1,731	\$1,808
HS Newspaper	\$1,159	\$1,194	\$1,247
HS Outdoor Club	\$799	\$823	\$860
HS P.E.P. (Peers Educating Peers)	\$1,550	\$1,597	\$1,669
HS Peer Mediation Club	\$799	\$823	\$860
HS Pep Band	\$799	\$823	\$860
HS Photography Club	\$799	\$823	\$860
HS Poetry	\$799	\$823	\$860
HS Recycling Club	\$799	\$823	\$860
HS S.A.D.D	\$799	\$823	\$860
HS S.O.A.D. Advisor	\$799	\$823	\$860
HS Scholarship Chair	\$3,290	\$3,389	\$3,541
HS Science Club	\$799	\$823	\$860
HS Senior Class Advisor	\$2,464	\$2,539	\$2,653
HS Service League	\$1,952	\$2,011	\$2,101
HS Sewing Club	\$799	\$823	\$860
HS Sophomore Class Advisor	\$799	\$823	\$860
HS Spanish Club	\$799	\$823	\$860
HS Spring Intramural	\$2,000	\$2,060	\$2,153
HS Step Squad	\$1,075	\$1,108	\$1,157
HS String Ensemble Instructor	\$1,265	\$1,303	\$1,361
HS Student Council	\$3,503	\$3,608	\$3,770
HS Tri-M Honor Society Advisor	\$413	\$426	\$445
HS Uniquity Echo	\$799	\$823	\$860
HS Volunteens	\$1,265	\$1,303	\$1,361
HS Winter Intramural	\$2,000	\$2,060	\$2,153
HS Yearbook	\$4,494	\$4,630	\$4,837
HS Yearbook Publicity & Finance	\$1,910	\$1,968	\$2,056
Mentor Stipend	\$480	\$495	\$517
MS After School Singers	\$799	\$823	\$860
MS Assistant Dramatics	\$1,800	\$1,855	\$1,938
MS Band Director	\$2,203	\$2,270	\$2,372
MS Before School Singers	\$799	\$823	\$860
MS Choral Audition Director	\$413	\$426	\$445
MS Combo	\$799	\$823	\$860
MS Core Club Advisor	\$1,075	\$1,108	\$1,157
MS Dance Club	\$799	\$823	\$860
MS Drama Music Director/Pianist	\$799	\$823	\$860
MS Drama Technology Director	\$799	\$823	\$860
MS Dramatics	\$3,601	\$3,709	\$3,876

MS Fall Intramural	\$2,000	\$2,060	\$2,153
MS Honors Band	\$799	\$823	\$860
MS Intramural Soccer Club	\$799	\$823	\$860
MS Jazz Band	\$799	\$823	\$860
MS Latin Club	\$799	\$823	\$860
MS Library Club	\$799	\$823	\$860
MS Math Club	\$799	\$823	\$860
MS MCAS Club	\$799	\$823	\$860
MS Chess Club	\$799	\$823	\$860
MS Art Club	\$799	\$823	\$860
MS French Club	\$799	\$823	\$860
MS Science Club	\$799	\$823	\$860
MS Spring Intramural	\$2,000	\$2,060	\$2,153
MS Strings	\$799	\$823	\$860
MS Student Council	\$1,201	\$1,237	\$1,292
MS Student Government	\$3,503	\$3,608	\$3,770
MS Winter Intramural	\$2,000	\$2,060	\$2,153
MS Yearbook	\$1,440	\$1,484	\$1,550
PASS Program	\$1,075	\$1,108	\$1,157
Professional Development Strand			
Presenter	\$761	\$784	\$819
School News (Mx. 4)	\$2,563	\$2,641	\$2,759
Schools Abroad Coordinator	\$614	\$633	\$661
Webmaster	\$3,262	\$3,360	\$3,511
HS Homework Club Supervisor	\$6,334	\$6,525	\$6,818
HS Online Course Supervisor	\$6,334	\$6,525	\$6,818
HS Online Program Instructor	\$10,921	\$11,251	\$11,756
MS Homework Club Supervisor	\$4,751	\$4,894	\$5,114

* It is understood that the high school guidance stipend is in consideration for an additional five (5) days of work.

COACHING STIPENDS 2008-2009

2.00%

<u>Varsity</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Football	7592	8182	8764	9349
Asst. 1	3377	3858	4342	4825
Asst 2				
Asst 3	2716	3019	3320	3620
Frosh				
Frosh Asst	2417	2654	2866	3138
(red circled: as the 2001-2002 incumbents leave, these positions will be grouped with the Soccer cluster)				
Basketball (B,G)	5373	5840	6306	6774
Ice Hockey (B,G)				
Baseball				
Softball				
Soccer (B,G)	4729	5154	5617	6123
Wrestling				
Gymnastics (B,G)				
Track (B,G)				
Lacrosse				
Field Hockey				
Volleyball				
Indoor Track				
X Country				
Fall/Winter Cheer				
Skiing	3264	3558	3767	4228
Golf				
Tennis (B,G)				
<u>Junior Varsity</u>				
Baseball	2859	3114	3397	3702
Basketball (B,G)				
Track				
Ice Hockey				
Asst V				
Ice Hockey				
Softball				
Track Frosh				
Soccer (B,G)				
Lacrosse				
Field Hockey				
Volleyball				
<u>Freshmen</u>				
Indoor Track Asst	2456	2679	2917	3180
Basketball (B,G)				
Baseball				
Soccer (B,G)				
Wrestling				
Gym Asst (B,G)				
Softball				
Volleyball				
Girls' Lacrosse				

COACHING STIPENDS 'September 1, 2009

2.00%

Varsity	Step 1	Step 2	Step 3	Step 4
Football	7744	8346	8939	9536
Asst. 1	3445	3935	4429	4921
Asst 2				
Asst 3	2771	3080	3387	3692
Frosh				
Frosh Asst	2466	2707	2924	3200
(red circled: as the 2001-2002 incumbents leave, these positions will be grouped with the Soccer cluster)				
Basketball (B,G)	5481	5956	6432	6909
Ice Hockey (B,G)				
Baseball				
Softball				
Soccer (B,G)	4823	5257	5729	6246
Wrestling				
Gymnastics (B,G)				
Track (B,G)				
Lacrosse				
Field Hockey				
Volleyball				
Indoor Track				
X Country				
Fall/Winter Cheer				
Skiing	3329	3629	3842	4312
Golf				
Tennis (B,G)				
Junior Varsity	Step 1	Step 2	Step 3	Step 4
Baseball	2916	3176	3465	3776
Basketball (B,G)				
Track				
Ice Hockey				
Asst V				
Ice Hockey				
Softball				
Track Frosh				
Soccer (B,G)				
Lacrosse				
Field Hockey				
Volleyball				
Freshmen				
Indoor Track Asst	2505	2732	2976	3244
Basketball (B,G)				
Baseball				
Soccer (B,G)				
Wrestling				
Gym Asst (B,G)				
Softball				
Volleyball				
Girls' Lacrosse				

COACHING STIPENDS Effective 93rd day of 2009-2010

2%

Varsity	Step 1	Step 2	Step 3	Step 4
Football	7899	8513	9118	9727
Asst. 1	3514	4013	4518	5020
Asst 2				
Asst 3	2826	3141	3454	3766
Frosh				
Frosh Asst	2515	2761	2982	3264
(red circled: as the 2001-2002 incumbents leave, these positions will be grouped with the Soccer cluster)				
Basketball (B,G)	5590	6075	6560	7047
Ice Hockey (B,G)				
Baseball				
Softball				
Soccer (B,G)	4920	5362	5844	6370
Wrestling				
Gymnastics (B,G)				
Track (B,G)				
Lacrosse				
Field Hockey				
Volleyball				
Indoor Track				
X Country				
Fall/Winter Cheer				
Skiing	3396	3701	3919	4399
Golf				
Tennis (B,G)				
<u>Junior Varsity</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Baseball	2975	3240	3534	3851
Basketball (B,G)				
Track				
Ice Hockey				
Asst V				
Ice Hockey				
Softball				
Track Frosh				
Soccer (B,G)				
Lacrosse				
Field Hockey				
Volleyball				
<u>Freshmen</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Indoor Track Asst	2555	2787	3035	3309
Basketball (B,G)				
Baseball				
Soccer (B,G)				
Wrestling				
Gym Asst (B,G)				
Softball				
Volleyball				
Girls' Lacrosse				

COACHING STIPENDS 2009-2010

Blended Rate

Varsity	Step 1	Step 2	Step 3	Step 4
Football	7821	8430	9029	9632
Asst. 1	3479	3974	4473	4970
Asst 2				
Asst 3	2798	3110	3420	3729
Frosh				
Frosh Asst	2490	2734	2953	3232
(red circled: as the 2001-2002 incumbents leave, these positions will be grouped with the Soccer cluster)				
Basketball (B,G)	5536	6016	6496	6978
Ice Hockey (B,G)				
Baseball				
Softball				
Soccer (B,G0	4872	5310	5787	6308
Wrestling				
Gymnastics (B,G)				
Track (B,G)				
Lacrosse				
Field Hockey				
Volleyball				
Indoor Track				
X Country				
Fall/Winter Cheer				
Skiing	3363	3665	3881	4356
Golf				
Tennis (B,G)				
Junior Varsity	Step 1	Step 2	Step 3	Step 4
Baseball	2945	3208	3499	3813
Basketball (B,G)				
Track				
Ice Hockey				
Asst V				
Ice Hockey				
Softball				
Track Frosh				
Soccer (B,G)				
Lacrosse				
Field Hockey				
Volleyball				
Freshmen	Step 1	Step 2	Step 3	Step 4
Indoor Track Asst	2530	2759	3005	3276
Basketball (B,G)				
Baseball				
Soccer (B,G)				
Wrestling				
Gym Asst (B,G)				
Softball				
Volleyball				
Girls' Lacrosse				

COACHING STIPENDS 2010-2011

3.50%

Varsity	Step 1	Step 2	Step 3	Step 4
Football	8175	8811	9437	10067
Asst. 1 Asst 2	3637	4154	4676	5195
Asst 3 Frosh	2925	3251	3575	3898
Frosh Asst	2603	2858	3086	3379
(red circled: as the 2001-2002 incumbents leave, these positions will be grouped with the Soccer cluster)				
Basketball (B,G) Ice Hockey (B,G) Baseball Softball	5786	6288	6790	7294
Soccer (B,G) Wrestling Gymnastics (B,G) Track (B,G) Lacrosse Field Hockey Volleyball Indoor Track X Country Fall/Winter Cheer	5092	5550	6049	6593
Skiing Golf Tennis (B,G)	3515	3831	4056	4553
Junior Varsity	Step 1	Step 2	Step 3	Step 4
Baseball Basketball (B,G) Track Ice Hockey Asst V Ice Hockey Softball Track Frosh Soccer (B,G) Lacrosse Field Hockey Volleyball	3079	3353	3658	3986
Freshmen				
Indoor Track Asst Basketball (B,G) Baseball Soccer (B,G) Wrestling Gym Asst (B,G) Softball Volleyball Girls' Lacrosse	2645	2884	3141	3425

**MILTON PUBLIC SCHOOLS
MILTON, MASSACHUSETTS**



**APPENDIX D
PERSONNEL
SUPERVISION & EVALUATION
PROGRAM**

APPENDIX D
PERSONNEL
SUPERVISION & EVALUATION PROGRAM

- **Purpose & Description**
- **Observation Form**
- **Standards & Rubrics**
- **Summative Evaluation Form**
- **Collaborative Cycle Form**
- **Independent Cycle Form**

Supervision & Evaluation

Table of Contents

Purpose	p.2
Program Description	p.2
Cycle Description	p.2
Cycle Details	p.3
Administrative Cycle	
Teacher Observation Form	p.4-5
Instruction – Detail & Rubric	p.6-7
Knowledge – Detail & Rubric	p.8
Professional Responsibilities- Detail & Rubric	p.9-10
Teacher Summative Evaluation Form	p.11-12
Collaborative Cycle Proposal Form	p.13
Independent Cycle Proposal Form	p.14

Supervision and Evaluation

Purpose:

The purpose of a supervision and evaluation program is to improve teaching practices to educate, challenge, and empower all students to be productive, caring and contributing members of society. The program should be ongoing and aligned with the goals of the school system.

Program Description:

Non-Professional Status Teachers

- Non-Professional Status teachers will remain in the traditional Administrative Cycle until they achieve Professional Status. The Administrative Cycle for Non-Professional Status teachers includes a minimum of three formal Teacher Observations and the Final Summary Evaluation
- The evaluators for all Non-Professional Status teachers will be assigned by the Office of the Superintendent

Professional Status Teachers

- Professional Status teachers will enter into the new Supervision & Evaluation Program. A teacher may enter the cycle in any of the three years. The new program is a three stage program that repeats indefinitely. The design of the program is to spend one year at each year in the evaluation cycle.
- For the first year of the program all Professional Status teachers will be assigned by the Office of the Superintendent to one of the three cycle options. The design of the program is for each Professional Status teacher to move to the next year option each recurring year.
- The evaluators for all Professional Status teachers will be assigned by the Office of the Superintendent.
- The traditional Administrative Cycle will include a minimum of two formal Teacher Observations and the Final Summary Evaluation.

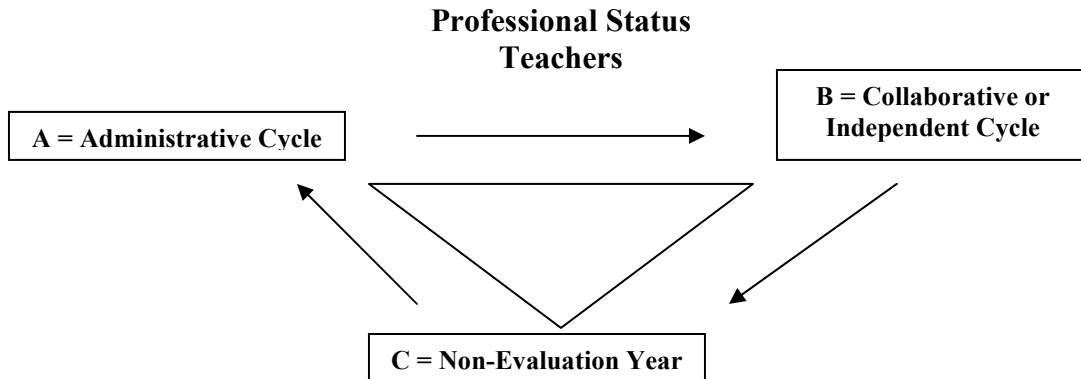
Cycle Descriptions: The Evaluation Cycle is a 3 year cycle.

- **Administrative Cycle:** Traditional evaluation process that uses the agreed upon tool with a minimum of 2-3 observations (2 observations for Professional status teachers; 3 observations for Non-Professional status teachers) and a summative document at the end of the year. Professional Status Teachers will enter the Administrative Cycle once every three years. *All non-professional status teachers will remain in the Administrative Cycle until they reach professional teacher status.*
- **Collaborative Cycle or Independent Cycle:** The **Collaborative** cycle is teacher directed. The teacher, in collaboration with another staff member or members, selects an aspect of his/her teaching to improve upon and submits a proposal that includes a measurable goal and/or product at completion. The teacher will meet with his/her evaluator three times during the course of the year as outlined in the Evaluation Cycle details on page 2. The Evaluation Cycle Details on page 2 also list examples for further clarification.

Similarly to the Collaborative Cycle, the **Independent** cycle is teacher directed. The teacher, working independently, selects an aspect of his/her teaching to improve upon and submits a proposal that includes a measurable goal and/or product at completion. The teacher will meet with his/her evaluator two times during the course of the year as outlined in the Evaluation Cycle details on page 3. The Evaluation Cycle Details on page 3 also list examples for further clarification.

- C. **Non-Evaluation Year:** No formal evaluation of the teacher takes place.

Evaluation Cycle Details



Administrative Cycle:

- ❖ Preliminary Meeting with evaluator by close of term one to discuss goals
- ❖ First formal observation by close of term two
 - Pre-conference 2-3 days before evaluation
 - Post observation meeting 2-3 weeks after observation
- ❖ Second formal observation by April 15th
 - Pre-conference optional
 - Post observation meeting 2 weeks after observation
- ❖ *Third formal observation by June 1st – Non-Professional Status teachers only*
- ❖ Summative Evaluation will be presented 10 days prior to end of the school year
- ❖ Review of Teacher's IPDP

Collaborative Cycle:

- ❖ Preliminary meeting with evaluator by close of term one to discuss goals
- ❖ Mid-year meeting with evaluator to discuss progress
- ❖ Final product/document submitted by June 1st
- ❖ Review of Teacher's IPDP

The Collaborative Cycle can include but is not limited to peer coaching, action research, team teaching, supervision of student teachers, joint lesson planning, collaborative projects, school site council, community outreach project, etc.

Examples of Programs

- Differentiated instruction
- Standard Based instruction
- Peer Mediation

Independent Cycle:

- ❖ Preliminary Meeting with evaluator by close of term one to discuss goals
- ❖ Mid-year meeting with evaluator to discuss progress
- ❖ Summary of outcome/product submitted by June 1st
- ❖ Review of Teacher's IPDP

Examples of Programs:

- Standards Based Units
- Curriculum Modification for Inclusion
- Present a Professional Development Series for other teachers

Teacher Observation Form – Administrative Cycle

Teacher: _____ Subject Area/Grade : _____ Date: _____
(of observation)

Rating Key:
Distinguished
Proficient
Fair/ Novice
Unacceptable*

<u>I. Instruction:</u>	Rating:
-------------------------------	----------------

Planning

The teacher plans appropriate routines, procedures, and expectations that enhance learning

- The teacher keeps an updated plan book consistent with district’s scope and sequence
- The teacher effectively utilizes class time
- All materials are readily available
- Student objectives are clear
- Standards-based assessments are designed
- Appropriate homework that aligns to unit’s objectives and goals is assigned

Instructional Techniques

- The teacher provides a wide variety of materials, strategies, and assessments that:
 - accommodate different learning styles (this may include interdisciplinary and team teaching, cooperative learning, lecture, discussion, etc.)
 - accommodate different levels of ability (inclusion, enrichment, remediation)
- The teacher establishes a learning environment that:
 - Supports and increases student engagement
 - Promotes critical thinking
 - Reinforces student learning and meets the needs of diverse learners in a positive atmosphere
- The teacher incorporates the appropriate uses of technology

Assessment:

- The teacher plans assessment of students’ learning effectively using informal/formal pre- and post- measurements and checks for understanding during the lesson
- The teacher utilizes a variety of assessment strategies including self evaluation/reflection for students to demonstrate their knowledge
- Assessments are aligned with the curriculum and/or the objectives of the unit or lesson
- The teacher returns assessments with feedback in a timely manner

Classroom Management:

- The teacher establishes and maintains appropriate standards of behavior, mutual respect and safety.
- The teacher employs varied and appropriate management strategies to maintain a positive classroom atmosphere
- The teacher effectively allocates classroom time to maximize student engagement.

<p>Narrative:</p>

<u>II. Knowledge:</u>	Rating:
------------------------------	----------------

The teacher demonstrates up-to-date knowledge of content and performance standards which reflect district curriculum and Massachusetts State Frameworks standards.

1. The teacher demonstrates up-to-date and current knowledge of standards in content areas
2. The teacher demonstrates up-to-date and current knowledge of the subject matter being taught
3. The teacher incorporates relevant knowledge, ideas, and experiences to enhance student learning
4. The teacher selects and uses appropriate, varied, and challenging materials including technology

Narrative:

<u>III. Professional Responsibilities:</u>	Rating:
---	----------------

1. Policies and Procedures
2. Professional Communication
3. Parental Communication
4. Investment in School Community
5. Continuous Learning

Narrative:

IV. Overall Notes:

Date of Follow-up Meeting: _____

Teacher's Signature** _____

Date _____

Evaluator's Signature _____

Date _____

** Each unacceptable rating must be accompanied by a specific written recommendation from the evaluator*

***Signing does not necessarily indicate agreement*

Instruction

Planning

The teacher plans appropriate routines, procedures, and expectations that enhance learning

- The teacher keeps updated plan book consistent with district's scope and sequence
- The teacher effectively utilizes class time
- All materials are readily available
- Student objectives are clear
- Standards-based assessments are designed
- Appropriate homework that aligns to unit's objectives and goals is assigned

Instructional Techniques

- The teacher provides a wide variety of materials, strategies, and assessments that:
 - accommodate different learning styles (this may include interdisciplinary and team teaching, cooperative learning, lecture, discussion, etc.)
 - accommodate different levels of ability (inclusion, enrichment, remediation)
- The teacher establishes a learning environment that:
 - supports and increases student engagement
 - promotes critical thinking
 - reinforces student learning and meets the needs of diverse learners in a positive atmosphere
- The teacher incorporates the appropriate uses of technology

Assessment:

- The teacher plans assessment of students' learning effectively using informal/formal pre- and post-measurements and checks for understanding during the lesson
- The teacher utilizes a variety of assessment strategies to provide opportunities, including self evaluation/reflection, for students to demonstrate their knowledge
- Assessments are aligned with the curriculum and/or the objectives of the unit or lesson
- The teacher returns assessments with feedback in a timely manner

Classroom Management:

- The teacher establishes and maintains appropriate standards of behavior, mutual respect and safety.
- The teacher employs varied and appropriate management strategies to maintain a positive classroom atmosphere
- The teacher effectively allocates classroom time to maximize student engagement.

Instruction Rubric

Standard	Distinguished	Proficient	Fair/ Novice	Unacceptable
Planning	The teacher demonstrates excellent ability in each indicator.	The teacher demonstrates ability in each indicator.	The teacher minimally achieves each indicator.	The teacher is limited in several indicators or seriously deficient in one indicator.
Instructional Techniques	The teacher employs an extensive repertoire of strategies, resources and technology that are regularly utilized leading to excellence in instruction and enhanced student achievement.	The teacher employs various and effective strategies, resources and technology to address the developmental characteristics of students (as stated in Fair/Novice). Teacher collaborates with other professionals to meet special and exceptional needs.	The teacher provides basic strategies, resources and technology to accommodate diverse learners, learning styles, levels of ability, critical thinking and student engagement.	The teacher demonstrates minimal use of strategies resources and technology to accommodate learning styles and levels of ability.
Assessment	As the teacher plans and utilizes assessments he/she will consistently: administer informal/formal instructional assessments; incorporate a wide variety of assessments; use assessments that are clearly aligned with curriculum and/or objectives of the units or lessons; encourage student to self evaluate and or reflect. All assessment and feedback is completed in a timely fashion.	As the teacher plans and utilizes assessments he/she usually: administers informal/formal instructional assessments; incorporates a wide variety of assessments; uses assessments that are clearly aligned with curriculum and/or objectives of the units or lessons; encourages students to self evaluate. All assessment and feedback is done in a timely fashion.	As the teacher plans and utilizes assessments he/she sometimes: administers informal/formal instructional assessments; incorporates a wide variety of assessments; uses assessments that are clearly aligned with curriculum and/or objectives of the units or lessons; encourages students to self. All assessment and feedback is done in a timely fashion.	As the teacher plans and utilizes assessments he/she rarely: administers informal/formal instructional assessments; incorporates a wide variety of assessments; uses assessments that are clearly aligned with curriculum and/or objectives of the units or lessons; encourages students to self evaluate and or reflect. All assessment and feedback is not done in a timely fashion.
Classroom Management	The teacher establishes and maintains high standards of behavior, mutual respect, and safety; consistently manages effective transitions and clearly utilizes classroom time to maximize student engagement.	The teacher establishes and maintains appropriate standards of behavior, mutual respect, and safety; consistently manages effective transitions and clearly utilizes classroom time to maximize student engagement.	The teacher establishes and maintains appropriate standards of behavior, mutual respect, and safety; usually manages effective transitions and clearly utilizes time to maximize student engagement.	The teacher inconsistently maintains appropriate standards of behavior, mutual respect, and safety; occasionally manages effective transitions; sometimes has difficulty utilizing classroom time to maximize student engagement.

Knowledge

The teacher demonstrates up-to-date knowledge of content and performance standards which reflect district curriculum and the Massachusetts State Frameworks standards.

1. The teacher demonstrates up-to-date and current knowledge of standards in content area.
2. The teacher demonstrates up-to-date and current knowledge of subject matter being taught.
3. The teacher incorporates relevant knowledge, ideas, and experiences to enhance student learning.
4. The teacher selects and uses appropriate, varied, and challenging materials, including technology.

Knowledge Rubric

Standard	Distinguished	Proficient	Fair/Novice	Unacceptable
Knowledge of content and Massachusetts State Frameworks	The teacher demonstrates extensive content knowledge and application of the Massachusetts Framework for area of concentration. Teacher links standards and frameworks to prior knowledge and real world applications. Teacher utilizes appropriate, varied and challenging materials, including technology.	The teacher demonstrates content knowledge and application of the Massachusetts Framework for area of concentration. Teacher links standards and frameworks to prior knowledge. Teacher utilizes appropriate and varied materials, including technology.	The Teacher demonstrates basic content knowledge of the Massachusetts Framework for area of concentration. Teacher inconsistently links standards and frameworks to prior knowledge. Teacher utilizes appropriate materials inconsistently, including technology.	The teacher has minimal knowledge of the Massachusetts State Frameworks. Teacher rarely utilizes appropriate and/or varied materials, including technology.

Professional Responsibilities

Policies and Procedures

The teacher follows district and school policies, procedures and guidelines

Professional Communication

- The teacher communicates respectfully and appropriately with peers, supervisors and other personnel
- The teacher maintains the confidentiality of student and parent information
- The teacher communicates information and concerns regarding student issues using appropriate channels

Parental Communication

- The teacher communicates through formal school methods such as report cards, progress reports, open-house, conferences, Edline
- The teacher communicates using informal methods such as phone calls, newsletters, email
- The teacher communicates student progress effectively using appropriate evidence in a timely fashion
- The teacher communicates information and concerns using chain of command

Investment in School Community

- The teacher interacts appropriately with department/grade level colleagues in events, such as meetings, common planning, field trips, and assessments
- The teacher participates in professional activities that have a positive impact on the school community, such as committees, curriculum teams, and other school activities
- The teacher interacts appropriately with the PTO and the community

Continuous Learning

- The teacher actively pursues and participates in department/grade, district and state professional development opportunities
- The teacher maintains current individual professional development improvement plan (IPDP), annually signed by her/his supervisor
- The teacher maintains current license(s) or is working to obtain a professional license in her/his subject area(s)/field(s)

Professional Responsibilities Rubric

Standard	Distinguished	Proficient	Fair/ Novice	Unacceptable
Policies and Procedures	Teacher effectively demonstrates and frequently communicates school/district policies and procedures to appropriate members of the school community.	Teacher demonstrates and adequately communicates school/district policies and procedures to appropriate members of the school community.	Teacher has basic knowledge of school/district policies and procedures, but does not always demonstrate or communicate that knowledge well.	Teacher demonstrates inconsistent knowledge of school and district policies and procedures.
Professional Communication	Teacher effectively and respectfully communicates with peers, supervisors, and other personnel. Teacher maintains student and parent confidentiality.	Teacher communicates with peers, supervisors, and other personnel. Teacher maintains student and parent confidentiality.	Teacher ineffectively communicates with peers, supervisors, and other personnel. Teacher has occasional lapses in student and parent confidentiality.	Teacher does not communicate with peers, supervisors, and other personnel. Teacher has serious and/or frequent lapses in student and parent confidentiality.
Parental Communication	Teacher effectively utilizes formal and informal methods of communication concerning student progress.	Teacher utilizes formal and informal methods of communication concerning student progress.	Teacher uses basic or minimum methods of communication concerning student progress.	Teacher ineffectively communicates student progress.
Investment in School and Community	Teacher has supportive and cooperative relationships with colleagues and parents. Teacher takes initiative and/or leadership in professional activities that have a positive impact on the school community.	Teacher has supportive and cooperative relationships with colleagues and parents. Teacher participates in professional activities that have a positive impact on the school community.	Teacher exhibits little evidence of collaboration and cooperation with colleagues and parents. Teacher has limited participation in professional activities.	Teacher relationships with colleagues and parents are uncooperative. Teacher does not participate in professional activities.
Continuous Learning	Teacher actively participates and pursues grade/department, school, district, state, and federal professional development opportunities making a positive contribution to that work. Teacher maintains appropriate licensure. Continuous self improvement is noted in advanced course work or workshop/conferences in IPDP.	Teacher participates in grade/department school, district, state, and federal professional development opportunities. Teacher maintains or is working towards appropriate licensure. Teacher continues his/her own professional growth through graduate course work or workshop/conference or IPDP development/implementation.	There is little or minimal evidence of continuing professional growth. IPDP is incomplete.	There is no evidence of continuing professional growth. IPDP is incomplete or missing.

Teacher Summative Evaluation Form – Administrative Cycle

Teacher: _____

School Year: _____

School/ Grade: _____

Status: _____ **Professional Teacher Status**

_____ **Non- Professional Teacher Status**

Evaluator: _____

Performance Standards:

- I. Instruction**
- II. Knowledge**
- III. Professional Responsibilities**

Teacher must show significant improvement in the following standard(s) _____

Indicate standard(s): _____

I. Instruction

- Planning
- Instructional Techniques
- Assessment
- Classroom Management

Narrative:

II. Knowledge

Narrative:

III. Professional Responsibilities

- Policies and Procedures
- Professional Communication
- Parental Communication
- Investment in School Community
- Continuous Learning

Narrative:

Recommendations:

I have seen and discussed this report: _____

Teacher's Signature*

Date: _____

Date of conference with teacher regarding this report: _____

Individual Professional Development Plan (IPDP) Reviewed _____

This (is) (is not) a favorable evaluation

Recommendation for Re- Election: (Non- Professional Teacher Status only)

Yes _____ No _____ _____

Evaluator's Signature

Date: _____

**Signing does not necessarily indicate agreement*

Collaborative Cycle Plan Proposal Form

Name: _____ **School Year:** _____

School: _____

Professional Goals: (related to certification plan & district goals)

Proposal: (include measurable goals and description of outcome)

Names of others with whom you will be working:

Anticipated conferences/ workshops/courses/visitations/ etc.

Final Product/Documentation attached to this form

Preliminary Conference: (Must be held by the close of Term 1)

Teacher Signature: _____ **Administrator Signature:**

Date: _____

Date: _____

Review Conference: (Mid Year)

Teacher Signature: _____ **Administrator Signature:**

Date: _____

Date: _____

End of Year Conference: (Must be held by June 1. Attach final documentation/ product)

Individual Professional Development Plan (IPDP) Reviewed _____

Teacher Signature: _____ **Administrator Signature:** _____

Date: _____

Date: _____

Independent Cycle Plan Proposal Form

Name: _____ School Year: _____

School: _____

Professional Goals: (related to certification plan & district goals)

Proposal: (include measurable goals, description of outcome)

Anticipated conferences/ workshops/courses/visitations/ etc.

Summary of outcome/ product:

Preliminary Conference: (Must be held by the close of Term 1)

Teacher Signature: _____ Administrator Signature: _____

Date: _____ Date: _____

Review Conference: (Mid-year)

Teacher Signature: _____ Administrator Signature: _____

Date: _____ Date: _____

Individual Professional Development Plan (IPDP) reviewed _____

End of Year Conference: (Must be completed by June 1st)

Teacher Signature: _____ Administrator Signature: _____

Date: _____ Date: _____

Appendix E Edline Teacher Expectations

EDLINE TEACHER EXPECTATIONS

Using the web-based Edline program, we intend to improve communication between school and home so as to enhance student achievement. This collaboration is a work in progress designed to encourage teachers to take technological risks in the interest of educational excellence. There is a general understanding that web pages, as well as their timeliness, will vary based on teachers' schedules and the availability of the technology

EDLINE TEACHER EXPECTATIONS

Contents	
Syllabus	1 time (MHS & PMS only)
Course Description	1 time (MHS & PMS only)
Grading Policy	1 time (MHS & PMS only)
Assignments:	
tests	as appropriate (MHS & PMS only)
homework	monthly general description/outline of material (MHS & PMS only)
Links	4 links
Resources	
News	monthly up-dates (for example, general curriculum, reports)
Calendar	monthly District calendar and special projects and activities in classroom
Web Page Picture	as desired
Email Address	must be visible on the teacher web page

.Wherefore, the parties, by their duly-authorized representatives have caused this Memorandum of Agreement to be executed this ___ day of _____ 2008.

Milton School Committee

Milton Educators Association

MILTON EDUCATORS ASSOCIATION BARGAINING TEAM:

Margaret Gibbons, President

Brian Borde

Ed Burke

Brenda Caggiano

Dyanne Crowley

Paul Damiami

Carol Kenney

John O'Leary

Barbara Perry

Nancy Trifone

Jacqueline McDonough, MTA Consultant

MILTON SCHOOL COMMITTEE BARGAINING TEAM:

Beirne Lovely, Chairman

Lynda-Lee Sheridan, Vice-Chairman

Kristan Bagley Jones, Member

Christopher Huban, Member

Mary Kelly, Member

Glenn Pavlicek, Member