

A ROAD MAP

for BEGINNING  
TEACHERS

WORKING  
TOGETHER  
FOR PUBLIC  
EDUCATION



An Employee Guide



# A Road Map for Beginning Teachers

AN EMPLOYEE GUIDE

Brought to you by the New Member Committee  
of the **Massachusetts Teachers Association**

*August 2011*



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WELCOME TO THE PUBLIC SCHOOLS OF  
**ANYTOWN,  
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Represented by the **Anytown  
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# Just starting down the road as a teacher?

This diagram depicts a typical public school district and its employment relationships. This booklet is designed to give you the details about your rights and responsibilities as a new teacher. *Welcome!*





## Your Local Education Association

As an employee of a public school district, you are not alone.

- You have the right to belong to your local education association.
- Massachusetts law has granted the association the right to:
  - > Represent you and other district employees as your *bargaining agent* in negotiating the employer/employee *collective bargaining agreement* (the contract) with the school district.
  - > Act on your behalf in the event the contract is violated.
- Your local association is an affiliate of larger state and national associations, thereby expanding its capacity to provide services to you.

## Massachusetts Teachers Association

You are one of 107,000 MTA members! The MTA offers:

- Professional development programs.
- Publications and media relations.
- Influence in legislative and regulatory matters.
- Legal services.
- Assistance to local teachers' associations in the collective bargaining process, contract maintenance and enforcement of rights and benefits.
- Member benefits, such as discounted insurance rates, travel discounts and more.

## National Education Association

You are one of 3.2 million NEA members!

- The NEA is the “parent organization” of the MTA.
- The NEA provides services similar to those of MTA, but on the national level.
- Member services and benefits are available through the NEA, the MTA and your local association.

## You and Your Employer

Like most organizations, school districts are essentially hierarchical. Before the state Legislature legalized collective bargaining for public school employees, educators often had little voice in their conditions of employment and even less in determining fair compensation for their services. Since 1965, public school teachers have had the right to negotiate with their employers on matters of wages, hours and conditions of employment. The results of such negotiations—the terms of the collective bargaining agreement—are binding on both the employer and the employees.

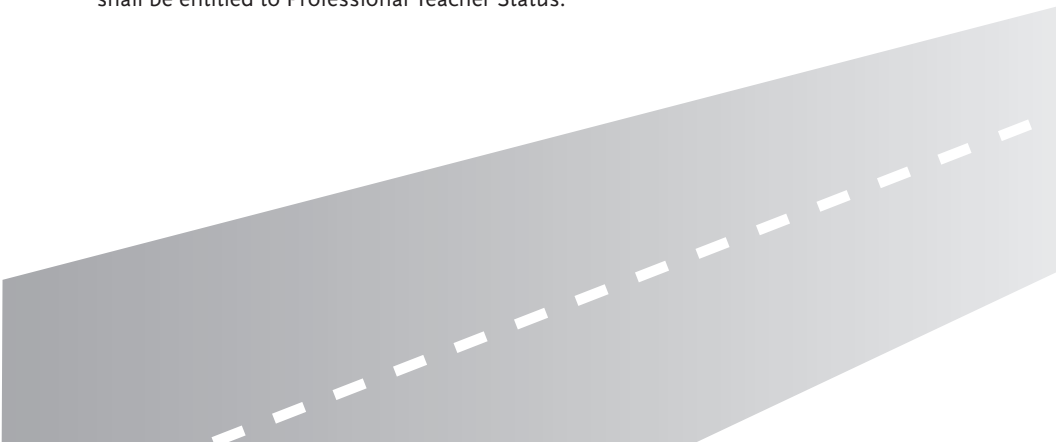
## Finding Your Way

Your collective bargaining agreement governs many aspects of your employment, including evaluations, discipline, leaves of absence, and, of course, salary, benefits and hours. In some areas, the rules differ depending on how long you have been employed and whether you have “Professional Teacher Status.”

### I. Professional Teacher Status (PTS)

There are those who believe that teachers have “tenure” and “can’t be fired.” That is not the case. Most employers require some period of probationary employment for new hires. School districts are no different. A teacher has the least job protection in the earliest days of employment. Assuming satisfactory performance, there is increasing assurance of continued employment as time passes.

M.G.L. c.71, § 41 says that a teacher, school librarian, school adjustment counselor, school social worker, school nurse or school psychologist who has served in the public schools of a school district for the three previous consecutive school years shall be entitled to Professional Teacher Status.



**Teacher *without* PTS:**

- Is probationary and is employed on an annual basis through the first three years of employment. A district may elect to *non-renew* the teacher at the end of any of the first three years without stating a reason if notification is made by June 15. If the teacher then moves to another district, the PTS clock starts over.
- Nonetheless has numerous rights and benefits granted under state and federal law and the local collective bargaining agreement. (Ask your local association representative if you have any questions about your rights.)
- May be dismissed without notice or cause during the first 90 calendar days of employment.
- After 90 calendar days is entitled to a written notice of the intent to dismiss, to a hearing prior to the dismissal being effective and to representation at that hearing.

**Teacher *with* PTS:**

- At the end of three school years, the teacher has PTS. This is true whether or not the district so informs the teacher, since PTS is granted by statute.
- The teacher is considered continuously employed, year to year, unless the district terminates employment for cause.
- A dismissal decision may be appealed.

## II. Performance Evaluation

Massachusetts law has long required school districts to formally evaluate all professional staff. The protocols and standards are negotiated as part of your local collective bargaining agreement (contract) between the local teachers' association and the school district. Consequently, you have the right to be evaluated according to the requirements laid out in state regulations and the specifics of your contract.

State regulatory requirements have been under revision since the summer of 2010. As this booklet went to press, the state Board of Elementary and Secondary Education was working to finalize the new regulations. There will be many changes to the educator evaluation system, including the inclusion of student achievement as one component. To stay fully informed as the new system is phased in, go to the MTA website, [www.massteacher.org](http://www.massteacher.org).

In this school year in a typical district, you can expect your evaluation to consist of a sequence of classroom observations, some opportunity for you to supply information about your professional activities and a summary evaluation at the end of the school year.

Any conclusion by your supervisor/evaluator that you are not meeting required performance standards should be accompanied by a written explanation of what you must do to meet the district's expectations. Although new teachers in their first three years may be "non-renewed" at the end of each year for any reason, most districts give new teachers a reasonable length of time to improve before imposing sanctions.

## III. Discipline and Dismissal

The rights of teachers in this area are provided both in statute and in local collective bargaining agreements.



- ! Just cause** Just cause for disciplining or dismissing a teacher includes inefficiency, incompetence, incapacity, failure to meet performance standards, conduct unbecoming a teacher and insubordination. A just cause provision in a local collective bargaining agreement might read something like: “No teacher shall be disciplined, discharged, suspended, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.”
- ! Good cause** This is a new standard established for teachers in Level 4 and Level 5 schools (underperforming and chronically underperforming). In considering whether there is “good cause” to dismiss a teacher, the arbitrator must consider both the requirements of the school’s turnaround plan and any evaluations of the teacher’s performance.
- ! Grievance** In the event the employer violates the contract, the local association, on behalf of the teacher, may file a grievance. If the grievance cannot be resolved between the association and the district, the case might go to arbitration. The arbitrator will issue a decision based on the facts of the case, the contract language and possible precedents that have been set in other cases.
- ! Weingarten Rights** This term refers to your right to have union representation with you at any meeting with an administrator at which you have a reasonable expectation that discipline of any nature or dismissal could result. If you have been told that the meeting could result in a disciplinary action, or have reason to believe it could, respectfully request that a union representative be present. This is a right that you must assert in order to exercise; the administrator is not required to inform you of it. If you are denied union representation and choose to respond to questions asked, be as brief as possible and do not elaborate. If you choose not to answer, you may be charged with insubordination. If you were denied your statutory right to union representation, that fact would be used in any future defense.

#### IV. Reduction in Force (RIF)

You may have heard colleagues talking about “RIFs” or “being RIF’d.” This is shorthand for “layoff.”

- **Why?**  
RIFs occur when a district anticipates it will have more teachers than it needs or can afford for the upcoming school year.
- **When?**  
Unlike a corporation with a calendar-year cycle, schools operate on a school-year cycle, and layoffs typically occur toward the end of the school year.

State law requires that:

- > A teacher with PTS be notified no later than April 15.
- > A teacher without PTS be notified no later than June 15.

#### • **Who?**

Assuming two teachers hold the same license(s), state law does not allow a teacher with PTS to be RIF'd instead of a non-PTS teacher.

If two teachers do hold the same license(s) and both have PTS, it is assumed by many that “seniority” (length of service) is then the sole determinant. While most collective bargaining agreements contain seniority language that is used for various reasons—assignments, transfers, RIFs— it is relatively rare that any of these is determined solely by seniority. Generally, experience within a department or grade level and other credentials determine the order in which individuals are RIF'd. Check your collective bargaining agreement, also called your contract.

#### • **Then What?**

Teachers who are RIF'd may sign up for and collect unemployment compensation.

In addition, school districts often must make layoff decisions in the spring, before town, city and state budgets have been finalized. Sometimes, teachers are called back to work before the new school year begins.

## V. Salary

- Your salary is negotiated by the local association and the school committee and is contained in the collective bargaining agreement.
- The employer will make the following deductions from your salary: federal taxes, state taxes, Medicare taxes and Massachusetts Teachers' Retirement contributions (currently at the rate of 11 percent). The following deductions may be taken from your salary at your authorization: association dues, payments to tax-sheltered annuities and/or 403B accounts (if negotiated) and deposits to your accounts in banks or credit unions (again, if negotiated).
- As a public employee in Massachusetts, you will not have contributions paid into the federal Social Security system.
- Your collective bargaining agreement will contain the method of payment: weekly, biweekly, semi-monthly, etc.; it will also specify the number of payments you will receive during the work year.

## VI. Leaves of Absence

Your collective bargaining agreement may contain provisions for long- and short-term leaves of absence. Each collective bargaining agreement will treat these matters in different ways and provide different benefits. Some examples are:

- Short term—sick leave, personal leave, bereavement leave, religious leave.
- Longer term—maternity and/or child-rearing leave, extended sick or medical leave, military leave, career exploration leave, sabbatical leave, association leave and leave for holding public office.

## Teacher Credentials

### A License to Teach

**If you are not properly licensed for your specific teaching assignment, you are lacking a critically important credential; *your employment may be at risk.***

Massachusetts educator licensing regulations are complex and subject to revision. Decisions you make, such as the order in which you satisfy requirements, the name/content of your master's degree or even where you are employed, could have a significant impact on your ability to advance from one stage of licensure to the next. Consequently, it is extremely important that *you* assume personal responsibility for seeking information from credible sources. The regulations and various related information can be found on the Department of Elementary and Secondary Education website, [www.doe.mass.edu](http://www.doe.mass.edu). For updates and more explanation, check each issue of *MTA Today* and refer to the MTA website, [www.massteacher.org](http://www.massteacher.org).

### YOU NEED TO KNOW

- Legal employment as a public school teacher requires you to be licensed **in the field and at the grade level you are teaching**. However, you may legally teach in an area outside your license for up to 20 percent of your assignment period.
- The only other exception to the rule occurs when **the school district applies for and obtains a waiver** that allows you to teach for one year in a field and/or at a grade level for which you are not licensed.



- The district will be granted such a waiver **only if you have applied for the appropriate license**.
- The district may apply for such a waiver in a subsequent year if it can verify that you are making **continuous progress** toward acquiring the appropriate license.
- The licensing agency is the Massachusetts Department of Elementary and Secondary Education, [www.doe.mass.edu](http://www.doe.mass.edu) or 781.338.6600.

## District Obligations

- As noted, it is a district obligation to hire and assign teachers to positions for which they are properly licensed. It is not unusual for a district to be unable to locate a properly licensed teacher or to want to retain a teacher by transferring him or her to a position for which he or she is not licensed. In the event you find yourself in this situation, you need to know the risks involved:
  - > Years you are employed under a waiver or otherwise improperly assigned do not count toward PTS. You will not be able to count these years toward the experience requirement for obtaining your Professional License.
  - > Since the appropriate license is a requirement of state law, if you fail to obtain it, or in the event of layoffs, your employment is not protected by other statutory or contractual provisions.
- Your school district is required to provide you with an induction program in your first year that includes orientation and a trained mentor. You are supposed to be provided with an additional 50 hours of mentoring beyond the induction year. Your participation in such a program is a condition of advancing to a Professional License.
- Your more veteran colleagues are earning Professional Development Points (PDPs) and are required to have Individual Professional Development Plans (IPDPs) that must be approved by a supervisor. You are **not** required by statute to do either—or to “recertify”—until you hold a Professional License.

## Changing Rules of Education Reform

Rules governing teacher training, licensure, evaluation, dismissal and collective bargaining rights are frequently reviewed and debated and modified at the federal, state or district level. Guidance provided in this booklet is always subject to change, so it is important to stay informed and voice your opinion about the changes whenever possible. Here are brief summaries of some of the major laws and rules affecting education in Massachusetts over the past two decades that you should know about.

### Major State Education Laws

#### *The Massachusetts Education Reform Act of 1993*

“Ed Reform,” as it is still commonly known, significantly increased the share of funding the state provides for public schools, particularly in low-income communities. The funding formula is known as “Chapter 70,” and the money is distributed through local aid. Other changes under that law include development of common standards (Curriculum Frameworks); state-developed standardized tests (MCAS); a high school graduation requirement based on passing MCAS tests in math, English language arts and now science; entry level testing for new teachers (Massachusetts Tests for Educator Licensure); and a new school and district accountability system.

#### *Achievement Gap Law*

The governor signed the Achievement Gap Law in January 2010. This law made several significant changes to state education laws. The intent was to reform the school accountability system and allow more charter schools, both requirements of the Race to the Top program. The most significant change is to redefine which schools are considered “underperforming” and “chronically underperforming” and to establish new assistance and new sanctions for them. In addition, teachers with professional status in those schools can be dismissed for “good cause” rather than “just cause,” and they lose some of their collective bargaining rights.

## Major Federal Law and Grant Programs

### *The federal Elementary and Secondary Education Reform Act of 2001 (ESEA)*

This sweeping law, better known as the No Child Left Behind act, increased testing for students and established strict test score goals for schools, districts and the state. The aim has been to have all students at all grade levels score at “proficient” or “advanced” levels on the MCAS English language arts and mathematics tests by 2014 and to make Adequate Yearly Progress (AYP) toward that goal. Failure to meet the goal could ultimately result in major school restructuring.

President Barack Obama has pledged to make changes in the ESEA through a process known as “reauthorization.” These changes are expected to include replacing the AYP standard with requirements to measure student “growth” from one year to the next. The revised law is also expected to focus on teacher effectiveness and to use student test scores in teacher evaluations.

### *Race to the Top*

In 2010, the federal Race to the Top grant program offered states the opportunity to compete for a total of \$4.3 billion in education funding to implement programs and policies specified by the U.S. Department of Education. Massachusetts received a grant of \$250 million. Half of this money will be allocated to the 275 participating school districts that plan to implement RTTT projects over the next three years.

Race to the Top requires reforms in four specific areas:

- **Standards and assessments.** Massachusetts has adopted new national standards and is participating in developing assessments that may replace the MCAS tests in math and English language arts.
- **Data systems that measure student growth.** Massachusetts has developed Student Growth Percentiles for schools and districts and is planning to do the same at the classroom level.
- **Effective educators.** Massachusetts will be implementing new educator evaluation regulations.
- **Low-performing Schools.** Most Level 4 schools have received School Improvement Grants to implement one of four improvement models approved by the USED.

For updates, go to [www.massteacher.org](http://www.massteacher.org).

## GLOSSARY

**AFT Massachusetts** There are two major teachers' unions in the state. The MTA is the state affiliate of the National Education Association, and AFT Massachusetts is the state affiliate of the American Federation of Teachers. MTA is the larger of the two, representing a large majority of the districts in the state. AFT Massachusetts represents teachers in Boston, Lawrence, Lowell and several other cities.

**Annual Meeting** MTA's Annual Meeting of Delegates is a convention held each May at which approximately 1,100 MTA members elected by their local associations approve the MTA budget and vote on major policy issues.

**Collective Bargaining Agreement (CBA)** The CBA may be referred to simply as "the contract" or "the agreement." It is the agreement negotiated between the local teachers' association and the district school committee that determines wages, hours and conditions of employment.

### **Elementary and Secondary Education Act (ESEA)**

This federal law was enacted in 1965 and has been periodically reauthorized and modified since then, most recently in 2001, when it became known as the No Child Left Behind act, or NCLB. Through this law, the federal government allocates education money to schools, primarily those serving low-income students, and sets federal policies. Key policies under NCLB include requiring schools to test students in grades three to eight and once in high school and to meet certain test score thresholds. The law also set standards for "highly qualified" teachers and paraprofessionals.

**English Language Learners** Students who speak a primary language other than English are referred to as ELLs. They were previously referred to as English as a Second Language (ESL) students or Transitional Bilingual Education (TBE) students.

**Expanded Learning Time (ELT)** A number of schools have received state funding to enact a longer school day through this initiative.

**Grievance** A claim filed by a local education association on behalf of a teacher contending that the teacher's rights under the contract were violated.

**Highly Qualified** Federal law requires that all teachers in core academic subjects and all instructional paraprofessionals must meet federal standards for being "highly qualified."

**Just Cause** The legal standard for dismissing a teacher who has Professional Teacher Status.

**License** The credential a person must hold to be legally employed as a teacher. Teacher licensure is governed by statute and regulation and administered by the Massachusetts Department of Elementary and Secondary Education. One must hold the proper license or be working under a waiver obtained by the school district. (See “Waiver” entry at the end of this glossary.)

**Local Education Association/Teachers’ Association** The local education association, sometimes referred to as “the local,” is the professional organization/union that represents its members’ interests through bargaining and grievance procedures, as well as other means, which may include political action and professional development.

**Professional Development Points (PDPs)** Teachers who participate in continuing education programs, either through a college or through another approved provider, earn “points” based on hours of participation. Teachers who hold professional stage licenses must obtain a certain number of points every five years in order to maintain/renew their licenses.

**Professional Teacher Status** Legal employment status in the district acquired at the end of three consecutive school years. It ends a “probationary” period and confers greater employment rights.

**Proposition 2<sup>1/2</sup>** This law, approved by Massachusetts voters in 1980, limits how much property taxes can be raised to pay for schools and other municipal services. The only way to increase revenues beyond that amount is through a ballot question called an “override.”

**Reduction in Force (RIF)** A layoff that occurs when the district is eliminating certain positions for programmatic or financial reasons.

**Summer Conference** MTA’s annual Summer Conference, held in August in Williamstown, is open to all members. Workshops on enhancing teaching and learning and how to protect members’ rights are held, along with social events, speeches and other activities.

**Waiver** Permission granted to a school district by the Department of Elementary and Secondary Education that allows it to employ a teacher who has yet to obtain the appropriate license for his or her position. The statutory standard for a waiver is “great hardship.” (See “License” entry above.)

## We're Here to Help!

We wish you a rewarding and pleasurable journey as an education professional. Your local association, the MTA and the NEA will be there to support you along the way. While the topics in this booklet focus on employment issues, we also support new teachers with conferences, workshops, networking opportunities and much more. We strongly encourage you to participate in our events for new teachers: the Just for New Teachers Conference on December 2, 2011, and the New Member Program at the MTA Summer Conference in August 2012. Please also go to the “Your Career” area of the MTA website and sign up to receive our e-mail newsletter for new teachers. Hope to meet you along the way!

*The MTA New Member Committee*

### The MTA Strategic Action Plan

The MTA is on the move, systematically educating, organizing and mobilizing our 107,000 members to meet the challenges of today and the needs of tomorrow.

By engaging and activating our members under the guidance of our Strategic Action Plan, we are building our organizational power and our strength.

One key priority is to increase the voice of educators in the policy, political, legislative and regulatory processes at the local and state levels as we advocate for quality public education and improved working conditions.

Our **Full Capacity Local Initiative** is helping local associations and chapters

maximize their ability to advance their members' professional goals and represent the needs of students. The initiative goes hand in hand with a program that is creating **Legislative and Political Action Teams** and recruiting local **Political Action Leaders** to work in concert with them.

All members—including those new to the MTA—are strongly encouraged to take part in this transformational program. For information, please consult your local president or your field representative.

Working together, we can make a difference and help shape a bright future for our students, our members and public education.





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