



FIGHTING FOR THE SCHOOLS
OUR COMMUNITIES DESERVE

Road Map for
**BEGINNING
TEACHERS**

2022–2023

www.massteacher.org



A Road Map for Beginning Teachers

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

August 2022

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 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, whether virtual or live: the Early Career Educators Conference in the fall and the New Member Program at the MTA Summer Conference. Connect with the New Member Committee online at massteacher.org/newmembers.

The MTA New Member Committee



twitter.com/mtanewmembers



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neweducatornews.wordpress.com

WELCOME TO THE PUBLIC SCHOOLS OF
**ANYTOWN,
MASSACHUSETTS**

The Employer

City, Town, Regional School District
or Education Collaborative

School Committee

Superintendent

Principals

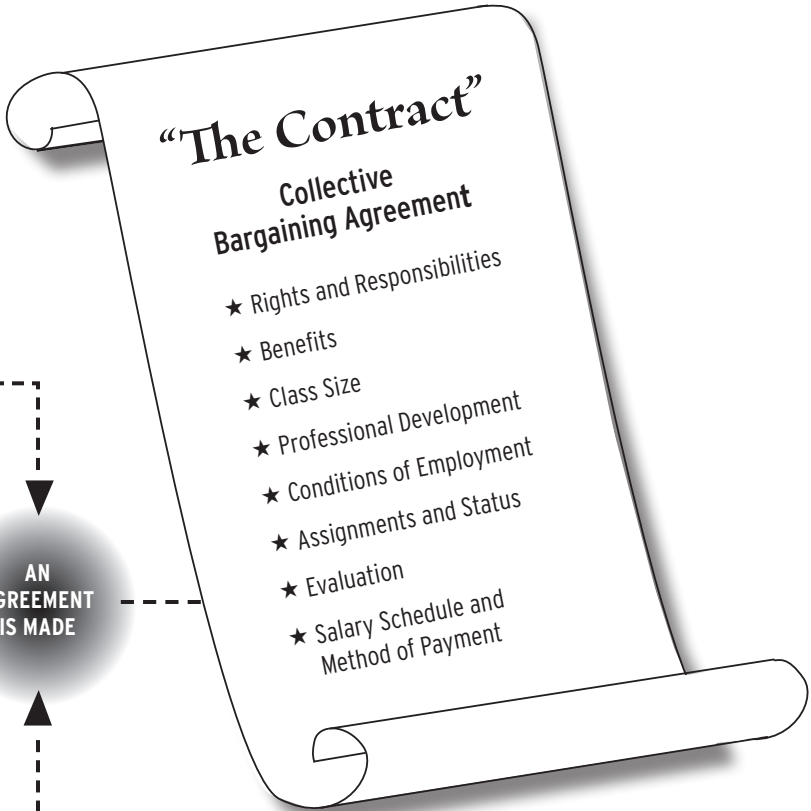
**Education
Support
Professionals**

**Other
Administrators**

**Teachers and Other
Licensed Personnel**

Just starting down the road as a teacher?

This booklet is designed to give you the details about your rights and responsibilities as a new teacher. *Welcome!*



AN
AGREEMENT
IS MADE

• START HERE •



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 (known as your “local”).
- 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 that 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 more than 115,000 MTA members! The MTA offers:

- > Professional development programs.
- > Licensure help.
- > Legal services, including no-cost legal representation for MTA members with employment-related issues.
- > Help for your local association in bargaining your employment contract.
- > Assistance with contract maintenance, grievances and enforcement of rights and benefits.
- > Assistance with local publications and with media relations.
- > Influence in legislative and regulatory matters.
- > More than 50 programs and services through MTA Benefits to help you save money and become a savvy consumer. Take advantage of MTAB’s programs when you’re in need of student debt management assistance, auto insurance, financial planning, classroom supplies and much more. MTAB’s extensive discount programs help you save significantly on the things you need every day. Visit mtabenefits.com.

National Education Association

You are one of 3 million NEA members! Learn more at nea.org.

- MTA members are also members of the National Education Association (NEA).
- The NEA provides professional development and fellowship programs for members at low or no cost.
- The NEA advocates for national laws, regulations and policies that enhance public education and support educators.
- The NEA offers the Read Across America program and other popular programs across the nation.
- NEA Member Benefits offers discounts and benefits.

Before the Massachusetts 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 through their associations 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.

Your Employment

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.” Take the time to review your local contract to find the specific rules for your district.

I. Professional Teacher Status (PTS)

As soon as you are employed as a teacher, you start earning time toward Professional Teacher Status (PTS). Assuming satisfactory performance, there is increasing assurance of continued employment as time passes.

EMPLOYMENT

On the Road to PTS

Are you employed as a teacher, school librarian, school adjustment counselor, school nurse, school social worker or school psychologist?

Do you hold the correct license(s) for your grade level(s) and subject(s)?

Employment as a short-term substitute, under a waiver or without the correct license does not count toward PTS.

The First 90 Days

- Considered “employee at will.”
- Entitled to all Weingarten rights and entitled to working conditions and contractual procedures under the CBA.

After 90 Days

- The superintendent or principal is required to furnish the teacher with prior written notice of intent to dismiss, along with an explanation of the grounds for dismissal and documents relating to it.
- Upon request, the teacher must also be given an opportunity within 10 school days to meet with the principal or superintendent to present information pertaining to the decision.

THE FIRST THREE YEARS

Staying on Course to PTS

In order to acquire PTS, one must:

- Serve in a school district for three full and consecutive school years under an appropriate license.
- Complete all contractual requirements pertaining to non-PTS teachers.
- Complete district educator evaluation requirements. These may include induction and mentoring programs, evaluation under a Developing Educator Plan, required coursework or professional learning opportunities and/or participation in district activities.

Nonrenewals, Terminations and RIFs

A district is required to notify teachers no later than June 15 of the school year if the teacher will not be renewed for performance reasons or for any other reason. Your contract may have different dates or procedures for notification of nonrenewals or reductions in force.

A district must have met all obligations under the negotiated evaluation system if a teacher is terminated for performance reasons.

Professional Teacher Status is a designation in Massachusetts law signifying that a school employee has served a certain probationary period and has thereby obtained some measure of job security. Massachusetts General Law Chapter 71 § 41 provides PTS teachers with both substantive and procedural protections against dismissal and suspension.

Who is eligible for PTS? Teachers, school librarians, school adjustment counselors, school nurses, school social workers and school psychologists are eligible for PTS, including those employed in vocational schools. M.G.L. c. 71 § 41, M.G.L. c. 74 § 22E.

CONTINUED EMPLOYMENT

Earning PTS

Teachers must be evaluated and rated at least Proficient on all four Professional Practice Standards of the Massachusetts Educator Evaluation System or be approved by the superintendent.

Upon completion of the third consecutive school year, a teacher has earned Professional Teacher Status.

Did You Know?

The superintendent, upon the recommendation of the principal, may award such status to any teacher who has served in the principal's school for not less than one year or to a teacher who has obtained PTS in any other public school district in the Commonwealth.

Keeping PTS

Earning PTS still means you have to do your job! Massachusetts law permits teachers with PTS to be dismissed for inefficiency, incompetence, incapacity, conduct unbecoming a teacher, insubordination or failure on the part of the teacher to satisfy teacher performance standards or other just cause.

II. Educator Evaluation

Massachusetts has specific requirements for the evaluation of teachers employed in public schools. State regulations governing evaluations were revised in 2011. The current education evaluation system begins with self-assessment and goal-setting, and it typically includes frequent observations, with feedback provided to the educator. At the end of the year, in a Summative Evaluation, teacher and administrator performance will be rated as Exemplary, Proficient, Needs Improvement or Unsatisfactory.

All teachers must be evaluated annually. Typically, new teachers are on Developing Educator Plans in their first three years. Your evaluator's assessment about how well you meet required performance standards must be supported by evidence from observations and educator work products. Feedback from supervisors should provide the teacher with actionable steps to improve practice.

Be sure to read your Collective Bargaining Agreement and ask your local president any questions you have about your local evaluation requirements.

More details about educator evaluation are available on the MTA website at massteacher.org/evaluation.

III. 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 System contributions.
- The following deductions may be taken from your salary at your authorization: association dues, payments to tax-sheltered annuities and/or 403B accounts, and deposits to your accounts in banks or credit unions.
- As a public employee in Massachusetts, you will not have contributions paid into the federal Social Security system.
- Your local Collective Bargaining Agreement will also include stipends for supervising clubs or activities, coaching sports teams, hourly rates for teaching after-school or summer school programs, and classroom budgets or expense reimbursement policies.
- Check your paycheck regularly and notify your building representative or local president if you notice any changes or irregularities.
- 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.

IV. Leaves of Absence

Your Collective Bargaining Agreement will contain provisions for Family and Medical Leave Act (FMLA) and other long- and short-term leaves of absence. Each Collective Bargaining Agreement will treat these matters in different ways and provide different benefits. Check your local CBA for rules and requirements for both short-term and long-term leaves.

- Short term — sick days, personal leave, bereavement leave and 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.

V. Voluntary and Involuntary Transfers

Each district has its own policies regarding transfer to a new position or school. Generally, your employment is with the district, and the district can continue

your employment in any role or position for which you are properly licensed. Your Collective Bargaining Agreement will have information on the procedures, qualifications and circumstances under which you can apply for a voluntary transfer into a new role. You may also be subject to an involuntary transfer to a role for which you are licensed. Notification requirements about assignments for each school year will be in your Collective Bargaining Agreement.

It is important that you verify you hold the proper license(s) and endorsement(s) for any new role. You will need to contact your local president if you are assigned to a position for which you are not licensed or if the district is asking that you obtain a new license or endorsement. If you have questions about the impact a transfer might have on maintaining your license, email the MTA for assistance at licensure@massteacher.org.

If you start in a new role, you can request to have a mentor help you acclimate to the routines of the new position. You may also find that your educator evaluation plan may be adjusted to reflect the new role. Voluntary or involuntary transfers within the district will not affect your time earned toward Professional Teacher Status (PTS), as long as you hold the correct licenses for 80 percent or more of your role. (You may legally teach in an area outside your license for up to 20 percent of your assignment period.)

VI. Reduction in Force (RIF) or Layoff

You may have heard colleagues talking about “RIFs,” “pink slips,” layoffs or cuts. These often refer to “reductions in force,” when a district finds itself with more teachers or staff than it needs for the coming school year. A RIF or layoff is different from termination, nonrenewal or simply not being hired back for the coming school year.

Districts typically notify teachers of anticipated RIFs by June 15 or by another date in the Collective Bargaining Agreement. However, RIFs may occur during the school year. Because school districts have often made their layoff decisions before town, city and state budgets have been finalized, teachers are sometimes called back to work before the new school year begins. Unemployment eligibility ends as soon as the teacher receives a recall notice. **Check your Collective Bargaining Agreement for information on teachers’ rights and obligations regarding recall.**

According to Massachusetts General Law Chapter 71 § 42, a superintendent has the right “to lay off teachers pursuant to reductions in force or reorganization resulting from declining enrollment or other budgetary reasons. No teacher with Professional Teacher Status shall be laid off pursuant to a reduction in force or reorganization if there is a teacher without such status for whose position the covered employee is

currently certified.”

A law enacted in July 2012 requires local associations and districts to bargain new RIF rules. Under this law, teachers without PTS will still be subject to being RIF'd before those who have PTS. For those with PTS, performance must be the primary consideration in making the RIF decision; seniority can be used as a tie- breaker. The criteria and processes governing layoffs will be determined through negotiations.

VII. Discipline and Termination of Employment

Teachers sometimes make mistakes. Your rights are protected under your local Collective Bargaining Agreement and state law when it comes to reprimands, formal discipline, nonrenewal and termination of employment. Your building representative or local president should be the first contact if you are ever informed of a reprimand, disciplinary action or notice of intent to terminate your employment.

You have the right to have a union representative by your side in any meeting with administration that may result in any form of disciplinary action. See **“Weingarten Rights”** entry in the Glossary at the end of this booklet.

Reprimands or Written Warnings: Forms of discipline include reprimand (written or oral), warnings, deprivation of a privilege, or other formal notification that the employee has violated one or more terms of employment. The procedures for any allegation, investigation or formal documentation of a disciplinary action are outlined in your local Collective Bargaining Agreement.

Teachers and administrators are required to follow the rules under the Collective Bargaining Agreement. When a situation arises under which an administrator has failed to follow the contract, the local association can challenge any discipline by filing a grievance (a formal complaint of a contract violation).

Suspension or Placement on Leave (With or Without Pay): In the event that an investigation or disciplinary action calls for a suspension with or without pay, the rights of teachers are protected under Chapter 71 § 42D, which governs suspension of any school employee, and may be protected under the local Collective Bargaining Agreement. Your local president may seek assistance from an MTA field representative and/or an attorney assigned by the MTA to protect your rights in the event of a disciplinary suspension.

Nonrenewal: For teachers without Professional Teacher Status, a district may choose to nonrenew the employment of any teacher by June 15 of the school year. Nonrenewal can be for specific performance reasons identified through the educator evaluation, or the district may not be required to provide a reason for nonrenewal. The local Collective Bargaining Agreement may call for notification on a date other than June 15.

Termination or Dismissal: Teachers who have attained Professional Teacher Status have continuing employment in the district from year to year. In the event that a district seeks to terminate the employment of a teacher with PTS, additional procedures must be followed. General Law Chapter 71 § 42 says that a teacher with PTS cannot be dismissed except for inefficiency, incompetence, incapacity, failure to meet performance standards, conduct unbecoming a teacher, insubordination or other “just cause.” The school district has the burden of proving before a neutral arbitrator that all requirements have been satisfied for dismissal.

Educator Licensure

Your License is Your Responsibility!

All teachers employed in Massachusetts public schools are required by state law to hold the appropriate credentials. This may include teacher licensure, endorsements and/or maintaining professional certifications related to specialty (e.g., a nursing license).

Failure to maintain your licenses may result in immediate termination of employment.

Legal employment as a public school teacher requires you to be licensed **in the field and at the grade level you are teaching**. You may be required to qualify for additional endorsements. You may legally teach in an area outside your license for up to 20 percent of your assignment period.

Licensure regulations change. Be sure to check with your local association and the Department of Elementary and Secondary Education to find out if changes are made that affect your employment. It is extremely important that *you* assume personal responsibility for seeking information from credible sources.

Emergency Licenses

For educators seeking their first license as a teacher, specialist teacher, professional support personnel or administrator, an Emergency License is available. Educators will need to apply for the Emergency License through the Educator Licensure and Renewal (ELAR) portal and submit required documents to DESE.

The commissioner of elementary and secondary education has extended the validity of the Emergency License until June

30, 2023. Check your ELAR account to verify the status of your emergency license for the 2022-2023 school year. As a reminder, employment under an Emergency License may be counted toward Professional Teacher Status if the educator completes three years in the same district in a regular position. Need assistance in locating or interpreting this information? Email licensure@massteacher.org.

Decisions you make, such as the order in which you satisfy requirements, the 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. Information on licensure requirements can be found at www.doe.mass.edu/licensure. For additional information and updates, check each issue of *MTA Today* and visit massteacher.org/licensure.

Waivers

An exception to licensure rules 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. Refer to the DESE website, www.doe.mass.edu, or call 781.338.6600.

Working Together with the District

Teaching Assignment

It is a district's 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 them to a position for which they are not licensed. In the event that you find yourself in a situation like this, you need to know the risks involved:

- The years that you are employed under a waiver or otherwise improperly assigned do not count toward PTS.
- Since the appropriate license is a requirement of state law, your employment is not protected by other statutory or contractual provisions if you fail to maintain your license.

If you are not sure you hold the correct license for your assignment, contact your local association president.

Induction and Mentoring Program

Your school district is required to provide you with an induction program that includes orientation and a mentor in your first year. 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.

Professional Development

Districts typically offer or require professional development. This is detailed in

most Collective Bargaining Agreements. Professional development opportunities may be offered during the contractual workday and year, after school or on weekends, or provided in partnership with other organizations. Check your CBA for local requirements for specific courses and trainings applicable to new employees. Get in the habit of retaining records of all professional learning activities. The MTA Individual Professional Development Plan can be a useful tool. Download a copy at massteacher.org/licensure.

Major State Education Laws, Regulations and Policies

The Massachusetts Education Reform Act of 1993

“Ed Reform” 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 (such as the MCAS); a high school graduation requirement based on passing MCAS tests in math, English language arts, and science; entry-level testing for new teachers (Massachusetts Tests for Educator Licensure); and a new school and district accountability system.

Achievement Gap Act

The *Achievement Gap Act of 2010* 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 former Race to the Top program. The most significant change was to redefine which schools are considered “underperforming” and “chronically underperforming” and to establish new assistance and new sanctions for them. In addition, teachers with

The Student Opportunity Act

The Massachusetts Constitution requires that sufficient funding be provided to ensure that all students receive an adequate education. On Nov. 26, 2019, the *Student Opportunity Act* was signed into law, significantly increasing the foundation budget that establishes the cost of an adequate education for all students. The law implements the proposals of the 2015 Foundation Budget Review Commission and commits to fully funding the charter school reimbursement formula over three years.

Chapter 70 aid is the major state education funding source for public K-12 education. The *SOA* changes how Chapter 70 funding is distributed to cities, towns, and regional school districts each year. These changes are intended to direct more state funding to districts with higher percentages of low-income students and English learners. The *SOA* also increases funding for students with disabilities and for employee and retiree health insurance.

professional status in those schools can be dismissed for “good cause” rather than “just cause,” and they lose some of their collective bargaining rights.

Curriculum Frameworks Revisions

Massachusetts began implementing statewide curriculum frameworks in 1996. Since then, most subject-area frameworks have undergone revisions. In 2011, the ELA and math curriculum frameworks were revised to align with the Common Core State Standards, which established educational benchmarks in ELA and mathematics for each grade level. The ELA and mathematics frameworks were updated again in 2017. Frameworks for digital literacy and computer science, science, engineering and technology, and history and social sciences have all been recently revised.

For more information on the current Massachusetts frameworks, go to www.doe.mass.edu/frameworks.

Assessments

In 2015, the Massachusetts Board of Elementary and Secondary Education voted to develop a new MCAS 2.0 exam to assess students in English language arts, mathematics, science and history. The new exams were first administered to grades 3-8 in spring 2017.

The Language Opportunity for Our Kids Act

In 2017, the *Language Opportunity for Our Kids Act* was signed into law. The new law updates M.G.L., Ch. 71A, *English Language Education in Public Schools*. The *LOOK Act* allows districts flexibility in the types of programs they offer to English learners. ELs are required to meet the same academic standards and have access to the same curriculum as other students.

Rethinking Equity and Teaching for English Language Learners (RETELL) and SEI Endorsement Regulation — 2012

After passage of the state's English-only law, the DESE implemented a series of four professional development trainings in Sheltered English Immersion for content-area teachers of ELs. A review by the U.S. Department of Justice found that ELs were not regularly assigned to teachers who had participated in other professional development related to SEI or held ESL teacher licenses. In response to these concerns, a new set of regulations was designed to improve the qualifications of teachers who work with ELs.

Please check massteacher.org/retell for the most current information on RETELL requirements.

Major Federal Education Laws and Programs

The U.S. Department of Education administers the federal laws and regulations passed under the *Elementary and Secondary Education Act*, the *Higher Education Act* and related statutes. The department also conducts research and establishes and administers federal grant programs that provide resources to states and school districts meeting established requirements. Title I reading programs are an example of a federally funded grant.

The NEA tracks major issues related to the department's activities. For more information about current issues, visit educationvotes.nea.org and click on Issues and Action.

Federal Actions and Their Impact on Massachusetts

Race to the Top

In 2010, under the federal *Race to the Top* program, Massachusetts received a grant of \$250 million. Half of this money was allocated to the more than 250 participating school districts that implemented RTTT projects.

Massachusetts made changes in four areas:

- **Standards and assessments.** Massachusetts revised the Curriculum Frameworks for math and English language arts in 2011.
- **Data systems that measure student growth.** Massachusetts developed Student Growth Percentiles for schools and districts and is planning to do the same at the classroom level.
- **Effective educators.** Massachusetts adopted a new educator evaluation system.
- **Low-performing schools.** Some Level 4 schools received School Improvement Grants to implement one of four improvement models approved by the U.S. Department of Education.

Elementary and Secondary Education Act (ESEA)

This federal law was enacted in 1965 and has been periodically reauthorized and modified since then. Through this law, the federal government allocates education funding to schools, primarily those serving low-income students, and sets federal policies. In 2001 it became known as *No Child Left Behind*, or NCLB. In 2015, ESEA was again reauthorized. New provisions of the *Every Student Succeeds Act* include the elimination of “Highly Qualified” teacher requirements, changes in requirements for school accountability, and some reductions in other federally mandated requirements.

For updates, go to massteacher.org/essa.

GLOSSARY

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

Arbitration A formal dispute resolution process that involves a neutral third-party arbitrator. An arbitration process is an alternative to a court process. An arbitration may include, but is not required to include, representation by a lawyer. Both sides are allowed to present evidence and testimony and to cross-examine the testimony and evidence provided.

Building Representative The union or association representative who covers the members in your building or department. Your building representative works closely with the leadership team of your local association to protect the rights of members and ensure that the Collective Bargaining Agreement is followed.

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 educators’ association and the district School Committee that determines wages, hours and conditions of employment.

Core Academic Teacher For the Sheltered English Immersion (SEI) Endorsement, the following are defined as core academic teachers:

- > PreK-12 teachers: early childhood and elementary teachers, teachers of students with moderate disabilities, and teachers of students with severe disabilities.
- > Subject-specific teachers of ELs: English, reading or language arts, mathematics, science, civics and government, economics, history, and geography.

English Learners Students who are unable to complete regular coursework in English are referred to as ELs. They were previously referred to as English Language Learners, English as a Second Language students or Transitional Bilingual Education students.

Endorsement A supplemental credential in the educator licensure process that signals competency or preparation in a specific area of practice. Current endorsements include the SEI Teacher Endorsement, SEI Administrator Endorsement, Bilingual Education Endorsement, Academically Advanced Endorsement, Transition Specialist Endorsement and the Autism Endorsement.

Expanded Learning Time (ELT) A school day or school year that extends beyond the traditional calendar. Expanded time may provide for additional academic programs, tutoring or supplemental programs.

Grievance A claim filed by a local education association on behalf of an educator, a group of educators, or the association contending that the rights under the contract were violated.

License The credential a person must hold to be legally employed as a teacher. Teacher licensure is governed by statute and regulation and is 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.)

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

Local President Your union/local association will be led by an elected president and leadership team. This leadership team may include a vice president, secretary, treasurer or other Executive Board member.

National Education Association The nation’s largest professional employee organization, representing members who are employed in public schools, colleges and universities across the United States. The MTA is an affiliate of the 3-million-member NEA. Your local association is an affiliate of the MTA.

Nonrenewal The decision by a district to not employ a teacher without Professional Teacher Status for the next school year. Nonrenewal of employment for a teacher without PTS must be provided in writing prior to June 15 of the current school year. A district is not required to provide any reason for nonrenewal.

Professional Development Points (PDPs) Teachers who participate in continuing education programs, either through a college or another approved provider, earn “points” based on hours of participation. Teachers who hold Professional licenses must obtain 150 points every five years in order to renew their licenses.

Professional License The final stage of an educator license. A teacher is eligible for a Professional license after meeting all requirements established by the DESE. A Professional license must be renewed every five years.

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 21/2 This law, approved by Massachusetts voters in 1980, limits how much property taxes can be raised to pay for schools and other services. The only way to increase municipal 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.

SEI Endorsement A required license component for core academic teachers of ELs, vocational technical teachers and administrators who supervise or evaluate core academic teachers with ELs. The SEI Endorsement may be obtained by completing an approved teacher preparation program; completing a DESE-approved SEI Endorsement course (for teachers or administrators); by holding an appropriate degree in ESL, applied linguistics or another field approved by the DESE; by obtaining a passing score on a DESE-approved assessment;

or by holding an ESL or EL teaching license. Core academic teachers in charter schools are also required to hold the SEI Endorsement even if they do not hold a teaching license.

Summer Conference MTA's annual Summer Conference is open to all members. Workshops and programs on protecting members' rights, developing union leaders and enhancing teaching and learning are held along with social events and other activities.

Waiver Permission granted to a school district by the DESE 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.)

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 dismissal or discipline of any nature 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; 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 after you made the request, that fact would be used in any future defense.

BUILDING OUR UNION POWER

In the months leading up to the U.S. Supreme Court's anti-union *Janus* decision in 2018, the MTA initiated the *All In* campaign to proactively respond to the ongoing attack on the collective power of working people and their organizations.

The success of the *All In* campaign demonstrates that our 115,000 members see union membership as essential to their professional respect and to their quality of life. **We are demonstrating every day that when we fight, we win!**

MTA members, leaders and staff have broadened the contours of *All In* with the MTA Blueprint Project, which is helping us grow our collective power even more.

Five strategic priorities are central:

#1: Connect Members to the Life of the Union

#2: Cultivate and Support Leadership at All Levels of the Union

#3: Maximize Our Bargaining Power

#4: Advance Policy Solutions and Campaigns

#5: Lead on Economic, Social and Racial Justice

All members – including those new to the MTA – are strongly encouraged to be active in the union. For information, please consult your local president or field representative and visit massteacher.org/allin.

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



Visit the MTA at:

» massteacher.org

» twitter.com/massteacher

» facebook.com/massteacher

» youtube.com/massteacher

» instagram.com/massteacher



800.392.6175

www.massteacher.org