

CONTRACT

BETWEEN

KINGSTON SCHOOL COMMITTEE

AND

KINGSTON TEACHERS ASSOCIATION

JULY 1, 2021 – JUNE 30, 2023

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ARTICLE I

PREAMBLE

Pursuant to Chapter 150E of the General Laws of Massachusetts, this Contract is made the first day of July, 2021, by the School Committee of Kingston (hereinafter referred to as the "Committee"), and the Kingston Teachers Association (hereinafter referred to as the "Association").

Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Kingston, and that good morale within the Kingston Schools staff is essential to the achievement of that purpose, we the undersigned parties to this Contract, declare that:

1. Under the Law of Massachusetts, the Committee, elected by the citizens of Kingston, has the final responsibility for establishing the educational policies of the public schools of Kingston.
2. The Superintendent of Schools of Kingston (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established;
3. The teaching staff of the public schools of Kingston has responsibility for providing in the classrooms of the school education of the highest quality;
4. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchange of views and information between the Committee, the Superintendent, the Principals, and the staff in the formulation and application of policies relating to wages, hours, and other conditions of employment for the school staff of Kingston; and so,
5. To give effect to these declarations, the following principles and procedures are hereby accepted.

ARTICLE II

RECOGNITION

- A. For the purpose of collective bargaining with respect to wages, hours, and other conditions of employment, the negotiation of collective bargaining agreements and any questions arising thereunder, the Committee recognizes the Association as the exclusive representative of the following professional employees (as such employees are defined in Section 1 of Chapter 150E of the General Laws of Massachusetts) of the Committee:

Unit A: Full-time and part-time regular classroom teachers, specialists, and home-bound teachers, but excluding Title and Grant teachers;

Unit B: Registered Nurses.

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

The Contract applies to Unit B only where specifically stated:

- B. As sole collective bargaining agent, the Association will bargain for all employees covered by this Contract without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, political activities, Association activities, marital status, age, or previous affiliation with other teaching organizations.
- C. The Committee and the Association agree that there will be no discrimination in the hiring of employees or in their training, assignment, promotion, transfer, or discipline because of race, color, religion, national origin, political activities, Association activities, sex, sexual orientation, gender identity, age, or marital status.
- D. Except as specifically abridged, delegated, granted, or modified by this Contract or any supplement thereto, or by Chapter 150E of the General Laws of Massachusetts, or by other General Laws of Massachusetts or by the Constitution of the United States of America, all of the rights, powers, and authority held by the Committee, under law, prior to the effective date of this Contract are retained by the Committee, and the exercise of said rights, powers, and/or authority shall not be subject to the grievance procedure and/or arbitration.
- E. Before the Committee adopts a change in policy which affects wages, hours, or other conditions of employment and which is not covered by the terms of this Agreement, and which has not been proposed by the Association, the Committee will notify the Association, in writing, that it is considering such a change. The Association will have the right to negotiate with the Committee, provided that it files such a request, in writing, with the Committee within five (5) days after the receipt of said notice.
- F. If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and substitute action shall be subject to appropriate consultation and negotiation.
- G. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions:

1. A "grievance" is a claim based upon an event or condition which affects the welfare and/or conditions of employment of a teacher or group of teachers and/or the interpretation, meaning, or application of any of the provisions of the Agreement.
2. An "aggrieved person" is the person (or persons) making the claim.
3. A "party in interest" is the person or persons making the claim, or any person who might be required to take action, or against whom action might be taken, in order to resolve the claim.
4. "School Days" shall mean days in which school is in session for students.

B. Purpose:

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise, affecting the welfare or working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate.
2. Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention by the Association, provided the adjustment is not inconsistent with the terms of this Agreement, and that the Association has been given the opportunity to be present at such adjustment and to state its views.

C. Procedure:

LEVEL ONE: The aggrieved person and/or the Association may present a grievance, in writing, to the Principal within ten (10) school days after knowledge by the party in interest of facts giving rise to the act or condition which is the basis of the complaint.

The aggrieved person and/or Association Representative and the Principal shall confer on the grievance with a view to arriving at a mutually satisfactory resolution of the complaint. Whenever such a grievance is presented to the Principal, the Association shall be given the opportunity to express its views. The Principal shall communicate his/her decision in writing, to the aggrieved person and/or his/her Association Representative within five (5) school days after receiving the complaint.

LEVEL TWO: If the grievance is not resolved at Level One, the aggrieved person and/or the Association Representative may appeal by forwarding the grievance to the Superintendent, in writing, within five (5) school days after (s)he has received the Level One decision.

The Superintendent will arrange for a conference with the aggrieved person or persons. Parties in interest and the Principal shall be invited to attend this conference and state their views. The Superintendent shall issue a decision on the grievance as soon as possible, but not later than ten (10) school days after the receipt of the appeal.

LEVEL THREE: The decision of the foregoing Level may be appealed, in writing, by the aggrieved person and/or Association Representative to the School Committee within ten (10) days after the decision of the Superintendent has been received. The Committee shall meet with the parties in interest. The Superintendent and the Principal may be present at the meeting and state their views. The School Committee shall, after a reasonable period of deliberation, notify, in writing, the aggrieved person or persons and parties in interest of its decision. Ordinarily this would encompass no more than two (2) successive regular School Committee meetings.

LEVEL FOUR: If after two (2) successive regular School Committee meetings next following presentation of the grievance, in writing, to the School Committee the grievance shall not have been disposed of to the satisfaction of the Professional Rights and Responsibilities Committee of the Association, and if the grievance shall involve the interpretation or application of any provision of this Contract, the Association may, by giving written notice to the School Committee within fifteen (15) school days of the second successive regular School Committee meeting, present the grievance for arbitration, in which event the arbitration proceeding shall be conducted by an arbitrator to be selected by the School Committee and the Association within seven (7) school days after the notice has been given. If the parties fail to select an arbitrator by mutual agreement, the American Arbitration Association shall forthwith be requested to provide a panel of arbitrators and said arbitrators shall be selected, and the arbitration shall be held, pursuant to the provisions of the AAA Voluntary Labor Arbitration Rules. The expense of such arbitration shall be shared equally by the School Committee and the Association, and the award made shall be final and binding upon the School Committee, the Association, and the aggrieved employee. The Arbitrator shall be without power to alter, amend, add to or detract from the language of this Agreement.

(The time limits specified in any level of this procedure may be extended or reduced in any specific instance by mutual agreement.)

D. Miscellaneous:

1. If, at the end of the ten (10) school days next following the occurrence of any grievance, or the date of first knowledge of its occurrence by any employee affected by it, the grievance shall not have been presented at Level One of the

procedure set forth in Section C above, the grievance shall be deemed to have been waived; and any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next Level in the procedure shall not have been taken within the time specified therefore by the said Section C.

2. No written communication, other document or record relating to any grievance shall be filed in the permanent personnel file maintained by the School Department of Kingston for any employee involved in presenting such grievance.
3. This Article is applicable to the members of Unit B, who shall initiate grievances with their immediate superior at the appropriate Level.
4. In the event a grievance is filed on or after June 1, which if left unresolved until the beginning of the following school year could result in irreparable or substantial harm to a party-in-interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable.

ARTICLE IV

SALARIES

- A. The salaries of all employees covered by this Agreement are set forth in Appendices A-1, A-2, and A-3, which are attached hereto and made a part hereof. Teachers employed part-time shall be placed on the appropriate step of the salary schedule and be paid on a prorated basis. Effective January 1, 2013 all employees shall participate in the Town's automatic direct deposit program.
- B. For an employee to be eligible for a step increase, the employee must work 90 days during the year.

ARTICLE V

TEACHER EMPLOYMENT

- A. The School Committee shall employ teachers certified to teach according to Massachusetts State Law. All new employees will be required to provide evidence of a physical examination and a statement reflecting they are in good health.
- B. The salary of a teacher commencing service in Kingston shall be determined by the Superintendent by appraising training, experience, and other qualifications at the time of appointment. Full credit not to exceed eight (8) years may be given for previous, recent, continuous, and comparable outside teaching experience upon initial employment.

- C. Teachers not at the maximum step on the salary schedule applicable to them will normally advance in annual increments for each full year of employment. At least ninety (90) school days of full time employment in an academic year will constitute employment for the full year. The Superintendent may withhold an annual increment in any case where a teacher's evaluations are below a satisfactory level.

In the event that a teacher's evaluation is below a satisfactory level, the Superintendent may require the teacher to take a designated course at no cost to the teacher, in lieu of withholding the annual increment. This option may be exercised with respect to a teacher only once every three years. If in the remaining two years the teacher's evaluation is below a satisfactory level, the annual increment may be withheld. A teacher on maximum step of the Salary Schedule whose evaluation is below a satisfactory level may be required by the Superintendent to take a course at no cost to the teacher. If the Superintendent requires a teacher to take a designated course, the teacher will have an opportunity to meet with the Superintendent to discuss the course to be taken. The final decision shall be made by the Superintendent.

ARTICLE VI

NURSE EMPLOYMENT

- A. The salary of a nurse commencing service in Kingston shall be determined by the Committee on the recommendation of the Superintendent by appraising training, experience, and other qualifications at the time of appointment. Full credit, not to exceed three (3) years, will be given for previous, recent, continuous, and comparable outside nursing experience upon initial employment, unless as otherwise determined by the Superintendent.
- B. The Silver Lake Integrated Preschool Program is currently located in the Kingston Public School and requires nursing coverage. If a Kingston School Department nurse is able to provide this coverage while still performing his/her duties as a School Department nurse:
1. The nurse can agree to accept these responsibilities, or to decline to accept the responsibilities.
 2. The stipend for the Programs responsibilities as a nurse is \$11,480 per school year.
 3. The primary duties of the position are to set up health records, dispense daily medications, if required, episodic visits of students, submit information to the Massachusetts Department of Health by October Survey, and develop Individual Health Care Plans as needed.

ARTICLE VII

LEAVE REPLACEMENT (FULL YEAR SUBSTITUTE) EMPLOYMENT

This Article applies to those situations where it is anticipated that a teacher in the bargaining unit is expected to be in an approved leave status for the entire school year.

- A. The teacher, replacing the teacher on an approved leave, will be hired on the teacher BA column at Step 1 from the first day of work in the position.
- B. The teacher will be entitled to sick leave at one half the number of days of a full time teacher. This sick leave is non-accumulative if the teacher is employed beyond that school year.
- C. The teacher will be entitled to one personal day. This personal day is non-accumulative if the teacher is employed beyond that school year.
- D. The teacher will only receive seniority for the leave replacement year if the teacher is hired for the subsequent school year, and throughout the leave replacement year the teacher was certified by the D.E.S.E. for the position that he/she was filling.
- E. If the teacher receives health insurance, it will be at the same contribution rate as any other teacher in the bargaining unit.
- F. The teacher may be evaluated during the school year, but there is no guarantee or contractual requirement that any evaluation occur during the leave replacement year.
- G. The School shall have the right to discipline the teacher during the school year, including, but not limited to, termination of employment as an at-will employee under MG.L., c.71, s.42. The teacher may not access the grievance procedure between the School Committee and the Association for the purpose of contesting, grieving, or arbitrating said disciplinary action.
- H. The School has the right to determine not to re-hire the teacher at the end of the school year without the teacher having the right to access the grievance procedure between the School Committee and the Association for the purpose of contesting, grieving, or arbitrating the School's decision to non-renew the teacher.
- I. The School will offer Professional Development opportunities to the teacher during the school year provided that there is available space in the classes or workshops.

ARTICLE VIII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

All teachers in the Kingston School System shall be reimbursed the cost of tuition and curriculum maintenance fees for successfully completing one or more courses during the contract year, provided that prior approval is given by the Superintendent. The following conditions must be adhered to:

- A. No reimbursement shall be made until after an official transcript of the course and semester hours earned is received from the institution by the Superintendent.

No reimbursement shall be made unless each course is completed satisfactorily (i.e., a grade of B or better), and in situations where two (2) courses are taken, in both courses a grade of B or better must be obtained. No reimbursement will be provided for courses taken for a grade of Pass-Fail, nor will such courses be credited toward advancement on the Teacher Salary Schedule.

All course work, including online courses, must be taken at colleges and universities accredited by a regional or national accrediting association; accredited as determined by the college's eligibility for federal grants and student FAFSA loans.. However, special courses may be taken at other institutions, subject to prior approval of the Superintendent.

The following guidelines shall be used for the Superintendent's approval of reimbursement of tuition and curriculum maintenance fees:

- a. A course is taken to meet re-certification requirements;
 - b. A course is taken to address professional development plan requirements as per the State;
 - c. A course is taken to fulfill teacher goals as approved by the Principal;
 - d. A course is taken to fulfill the school and district goals;
 - e. Other courses as approved by the Superintendent;
 - f. Reimbursement will only be made for courses granting at least two (2) credits.
- B. The maximum amount of remuneration that a teacher can receive is as follows: 2021-2022: \$1,350 and 2022-2023: \$1,350. The maximum remuneration for the bargaining unit as a whole during a contract year is twenty-five thousand dollars (\$25,000.00).
- C. The rate paid for Professional Development is as follows: Year 1: \$37 per hour; Year 2: \$37 per hour.
- D. Teachers without professional teacher status and hired after July 1, 2008 may be required to take one (1) course determined by the Administration within the first three (3) years of employment. Reasonable advance notice of the required course will be

provided to the teacher to the extent possible.

- E. In September of each year, all credits requiring a salary column change will result in an effective date of the first pay period of that school year for such salary column change, provided, however, that each teacher submits his/her request and evidence in the form of transcripts, copies of Degrees, or other certified documents, prior to October 31. During the remainder of the school year, one (1) additional column change will be allowed and will become effective as of January 1 of that school year, provided the teacher submits his/her request and evidence prior to February 1 of said school year.
- F. The employer shall include in teachers' files verification of participation in meetings, workshops and/or other activities including the time spent and content for credit for professional development points for recertification under the Education Reform Act.
- G. Mentors will be paid \$750 for a protégé. If a mentor is assigned an additional protégé, the mentor will be paid an additional \$500.
- H. Speech Pathologist Facilitator: \$750 (Provided the person is facilitating another employee).
- I. This Article will apply to Unit B.

ARTICLE IX

TEACHING HOURS AND TEACHING LOAD

The Committee and the Association acknowledge that a teacher's primary responsibility is to engage in professional activities related to learning, with the understanding that children learn in a variety of ways during the school day, and his/her energy should be directed and utilized to this end. The teacher's professional responsibility generally entails the performance of duties and the expenditure of time beyond the regular workday.

- A. A classroom teacher on the classroom salary schedule shall report thirty (30) minutes before the formal opening of school and shall remain thirty (30) minutes after the formal closing thereof. Teachers will be allowed to leave school after the buses have departed with the students, on the last workday before Labor Day, Columbus Day, Veterans Day, Martin Luther King Day, Good Friday, Memorial Day, Juneteenth, Christmas Vacation, February Vacation, and April Vacation. If the workday of teachers immediately preceding one of the holidays or vacations listed above is a day in which students are not in attendance, the teachers shall be able to leave school at 2:50 P.M. Teachers will be allowed to leave school after the buses have departed with the students on Fridays (under the current dismissal time 2:38 p.m. instead of 3:08 p.m.).
- B. The work year for teachers (other than new personnel who may be required to attend initial orientation) will begin no earlier than the last Monday in August and terminate

no later than June 30, but will in no event be longer than four (4) more days than the number of days when pupils are required to be in attendance by the state law. The teacher's work year will begin two work days immediately preceding the student school year. One of these work days shall be used for professional development. One half of the other work day will be used for meeting with the Superintendent, Principal, Assistant Principal, and the second half of the day will be used for preparing the classroom for the opening of school. Two additional professional development days will occur during the course of the school year. The final student day will be a half day with the second half of the day used for duties associated with the normal closing of school for the summer, as delineated by the building Principal. The "work year" will include days when pupils are in attendance, orientation days at the beginning of the school year, and any other days in which teacher attendance is required. In-service programs held on early release days are to be considered as part of the normal work day and work year.

- C. Teachers may be required to attend up to five (5) evening meetings each school year. The length of evening meetings will be consistent with past practice. (Teachers working more than five (5) evening meetings each school year will be paid at the Professional Development rate in Article VIII, Section C). There will be no evening meetings prior to the fifth (5th) school day for students based on the school calendar. Teachers may be required to attend up to two (2) staff meetings per month of up to one (1) hour in duration. The administration shall use its best efforts to schedule such meetings so they begin within fifteen (15) minutes of dismissal. Except in an emergency, teachers will be provided with at least forty-eight (48) hours' notice of any staff meeting.

The Early release day in the week preceding the issuance of report cards in June will normally be used for placement.

- D. Teachers will have a minimum thirty (30) minute duty-free luncheon period. On the day(s) before school begins and the last day students are in school (the two (2) days when either students are dismissed at noon or when no students are present), teachers may leave school in order to have lunch. The scheduling of when teachers may leave shall be at the sole discretion of the principal. The Association recognizes that the thirty (30) minute lunch period will be strictly enforced, and that teachers will be expected to return to school premises on time.
- E. Teachers shall be provided with ten (10) planning periods every two weeks. The above is subject to substitutes being available for special subject teachers of art, music, physical education and library who may be absent. The employer agrees to make reasonable efforts to employ substitutes when special subject teachers are absent.

These planning periods shall be a minimum of thirty-five (35) minutes in length. The parties agree that a double period will equal two (2) planning periods, provided that the double period is a minimum of seventy (70) minutes in length.

Notwithstanding the above, when teachers are provided with nine or more planning

periods every two (2) weeks, Administration reserves the right to require teachers to attend assembly or team meetings up to one (1) planning period during the same two (2) week period.

Teachers will be provided with a tenth (10th) individual preparation period during a two (2) week period when the Extended Learning Program is conducted.

Teachers will be excused from the Health Instruction Class in exchange for a second common planning period in each two (2) week period. One of the two (2) common planning periods every two (2) weeks may at the discretion of the principal be teacher directed. If the principal determines in his/her discretion to have a "teacher-directed" common planning period, the principal may participate.

The above results in ten (10) individual preparation periods and two (2) common planning periods every two (2) weeks.

During any two (2) week period when the Extended Learning Program and/or Health Instruction are not offered, teachers shall be guaranteed nine (9) individual preparation periods and one (1) "principal-directed" common planning period during such two (2) week period.

- F. Teachers will be required to stay at school beyond their normal workday for the purpose of assisting students, and for conferences with parents requested by parents or teachers.
- G. All participation in extracurricular activities is voluntary. The Committee may pay for advisors of some extracurricular activities. Those advisors on a pay status shall hold such position for one (1) year. The Committee retains the right to decide who may receive paid positions as advisors from year to year.
- H. The Committee agrees to make reasonable efforts to hire substitutes for any Special Needs teachers who may be absent from work.

ARTICLE X

TEACHER ASSIGNMENT AND TRANSFER

- A. To assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned, except temporarily and for good cause, to teach outside of the scope of their teaching certification. The daily teaching schedule shall be given as soon as practicable, and under normal circumstances, no later than August 15. Administrative changes may be made, due to unforeseen circumstances.
- B. Teachers who desire a transfer in subject matter will file a written statement of such desire with the Principal not later than April 15. Such statement will include the subject to which the teacher desires to be assigned and the reasons for the request. As soon as practicable, and whenever feasible, two (2) weeks before close of school, but no later than the close of school, the teacher will be notified in writing by the Principal

in regard to the teacher's request for transfer. The Principal shall notify teachers of their assignments for the next school year a minimum of two weeks prior to the end of the preceding school year. Changes may be made at a later date due to circumstances unforeseen by the administration. Teachers will be notified of such change promptly.

- C. Teachers shall be notified no later than two (2) weeks prior to the end of the teacher work year if their classrooms are to be physically moved to a different location for the following school year, except in unusual circumstances.

ARTICLE XI

NON-TEACHING DUTIES

The Kingston School Committee recognizes the need to assist teachers in not performing duties that are not related to their position. The Committee, however, finds it difficult to categorize non-educational activities.

The Committee also recognizes the need not to have educational time consumed by non-teaching functions; i.e., collections of monies for a variety of purposes. To eliminate all collections of money would be an impossible task, and to implement such a recommendation would be financially prohibitive.

The Committee will request that Administration and the Association study alternatives to the above mentioned activities.

In recognition of the Committee's desire to have classroom teachers devote as much time as possible to classroom teaching, subject to budgetary constraints the Committee agrees to hire a sufficient number of aides to relieve teachers from lunchroom and recess supervision. The intent of the Committee in case of budgetary constraints, except in extenuating circumstances, is that aides will be laid off before teachers. However, the Committee's decision shall not be subject to arbitration.

The Administration shall make reasonable efforts to ensure equal distribution of non-teaching duties among bargaining unit members except for nurses, school psychologists, and adjustment counselors.

ARTICLE XII

TEACHER EVALUATION

- A. All monitoring or observation of the work performance of a teacher will be conducted openly. No public address or audio system or other device permitting monitoring or observation of work shall be employed without the full knowledge of the teacher.
- B. A teacher will have the right, upon written request, to review the contents of his/her personnel file. A teacher will be entitled to have a representative of the Association

accompany him/her during such review. Any complaints regarding a teacher placed in the teacher's personnel file will be promptly called to the attention of the teacher.

- C. The Association recognizes the authority and responsibility of Administration to discipline or reprimand a teacher for delinquency in a professional performance. A teacher may request a conference, accompanied by a representative of the Association, to refute the disciplinary or reprimand action taken by the Administration above the level of the Principal.
- D. No teacher will be disciplined, reprimanded, reduced in compensation, or deprived of any professional advantages without just cause. However, the Association recognizes the right of the Principal subject to the approval of the Superintendent, under law, and without recourse to the "just cause" clause, to discharge or not rehire a teacher without professional teacher status. In cases of teacher discipline involving suspension or termination from employment the provisions of M.G.L., c. 71, §§ 42 and 42D shall be followed.
- E. Members of the bargaining unit shall be evaluated according to the evaluation procedures and instrument negotiated pursuant to the Education Reform Act of 1993. These procedures and instrument are incorporated as part of this Agreement and identified as Appendix C.

ARTICLE XIII

VACANCIES AND PROMOTIONS

- A. Whenever any vacancy occurs during the school year (September to June), notice thereof shall be placed on the Association bulletin boards in the schools as far in advance of the appointment as possible. During the months of July and August, written notice of any such vacancy will be given to the Association President. Qualifications for the position and its duties will be clearly set forth.

All qualified teachers will be given adequate opportunity to make application for such position, and the Employer agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors. In filling such vacancies, preference will be given to qualified teachers already employed by the Committee.

- B. Whenever any vacancy in a promotional position occurs during the school year, notice thereof shall be placed on the faculty bulletin boards in the schools as far in advance of the date of filling the position as possible. During July and August, the President of the Association or his/her designee will be notified. For purposes of this Article, a promotional position is defined as any position paying a salary differential and/or positions in administrative-supervisor level, including newly created positions. The qualifications for the position, its duties, and the rate of compensation will be clearly set forth.

Whenever practical, vacancies will not be filled within two (2) weeks and ordinarily not within thirty (30) days from the date of the posting of the vacancy.

ARTICLE XIV

SAFETY COMMITTEE

A Safety Committee consisting of an equal number of representatives from the Committee and the Association shall be established whose responsibilities shall include monitoring environmental conditions in the work place.

ARTICLE XV

SICK LEAVE

- A. Teachers during their first year of employment will be entitled to a monthly accrual of sick leave at the rate of one and one half days per month. Teachers during their first year of employment may utilize the sick leave bank up to thirty (30) days. In the second year of employment, teachers will be entitled to fifteen (15) sick leave days each school year as of the first official work day of said school year provided they work that day. These days will be prorated if the teacher does not report for duty on that day. If a first year teacher does not report for work on the first day of school, sick leave days will be prorated on when the teacher does report for duty. Sick leave days are for absence during the school year because of personal illness, disability, or quarantine reported in accordance with procedures established by the Superintendent.
- B. Unused sick leave may be accumulated with no limit. These accumulated days will be drawn on after the regular fifteen (15) sick leave days have been used.
- C. In addition to the absences for personal illness or injury, teachers will be entitled to a maximum of five (5) days leave, to be deducted from sick leave, to be used when illness of a member of the immediate family requires the presence of the teacher. Immediate family shall be defined as a child, parent, and spouse. Additional time may be deducted from the teacher's accumulated sick leave at the discretion of the School Committee or its designee. For such leave, a written statement of the circumstances and appropriate medical evidence shall be submitted by the teacher to the School Committee or its designee using the current Federal FMLA form provided by the School Committee or its designee.
- D. The Superintendent will advise each teacher by November 1st the number of days of sick leave accumulated by that teacher.
- E. Teachers shall be paid annually at the end of the work year a lump sum attendance incentive of two hundred fifty dollars (\$250) for zero (0) days absent for personal illness during a school year or one hundred dollars (\$100) for only one (1) or two (2)

days of absence taken for personal illness during a school year.

F. This Article is applicable to members of Unit B.

ARTICLE XVI

SICK LEAVE BANK

A sick leave bank has been established whereby teachers may deposit one (1) day of the sick leave to which they are entitled each year. Teachers who have protracted illness and who have used up the sick leave to which they are entitled, may apply to draw on the bank. The operation of the bank and the withdrawals therefrom shall be carried out in accordance with the following guidelines:

1. All deposits to the sick leave bank are to be voluntary.
2. All deposits must be in writing no later than September 15 each year.
3. Only those who deposit to the bank may be permitted to withdraw from the bank.
4. All written requests for withdrawal from the bank must be accompanied by the reason, and approval will be made by a Sick Leave Bank Committee consisting of two (2) members designed by the Association and two (2) members designated by the School Committee.
5. Any decision made by the Sick Leave Bank Committee will be final and will not be subject to appeal.
6. In the event of a tie vote by the Sick Leave Bank Committee, the employee making the request for days may appeal to the School Committee. In this case, the decision of the School Committee shall be final and shall not be subject to any appeal.
7. The following criteria shall be used by the committee in administering the bank and in determining eligibility and amount of leave.
 - a. adequate medical evidence of serious illness
 - b. prior utilization of all eligible sick leave
 - c. propriety of use of previous sick leave.
8. The number of days requested from the bank must be specified at the time of initial request. It may not exceed thirty (30) days.
9. Any request for extension of days after any initial grant from the bank will be reviewed by the Sick Leave Bank Committee.

10. No days may be withdrawn from the sick leave bank for use by any other reason than illness.
11. If the sick leave bank becomes exhausted, it shall be renewed by the contribution of one additional day of sick leave by each member of the sick leave bank. A maximum of two (2) days per year may be contributed.
12. The number of days left in the bank will be cumulative from year to year.
13. Teachers during their first year of employment may utilize the sick leave bank up to thirty (30) days.
14. This Article is applicable to members of Unit B.

ARTICLE XVII

LEAVES OF ABSENCE

- A. At the discretion of the Superintendent or his/her designee, up to two (2) days for attending meetings or conferences of an educational nature shall be granted.
- B. Teachers shall be granted up to three (3) days with pay each time there is the death of a teacher's spouse, child, adopted child/parent, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling, grandparent, or grandchild. Teachers shall be granted one (1) day with pay each time there is the death of a teacher's close friend or significant family member. At the discretion of the Superintendent or his/her designee, and upon written request, additional time may be deducted from sick leave.
- C. Two (2) days for personal business which cannot be conducted on a non-school day or during non-school hours shall be granted. If a teacher does not use all of his/her granted personal business days in a contract year, the teacher can carry over to the next year one (1) personal day. A teacher cannot have a total accumulation of more than three (3) personal days at any time.

Application for personal leave shall be given, in writing, to the Superintendent or his/her designee. Personal days shall not be used to extend vacations or holidays* nor shall they be taken at the beginning or the end of the school year (except in the case of an emergency). Exception to this may be granted at the discretion of the Superintendent upon written request. Teachers taking a personal day shall complete the form in Appendix B. Teachers shall not be required to complete the explanation section of Appendix B. except when requesting a personal day on a day before or after a holiday or vacation.

* Except in the application of the provisions that follows.

The following applies to personal days before vacation periods or long weekends -

- (1) Cannot be taken on in-service days.
 - (2) 10 days in total for the bargaining unit per school year, without explanation.
 - (3) No teacher can use more than one personal day for this purpose per school year.
 - (4) No more than 3 teachers can use on any one day.
 - (5) By the first Friday in the school year the Association will give Administration a list of the teachers who will be receiving this benefit and the personal day they will be taking.
 - (6) The teacher's use of this personal day is deducted from the teacher's usual personal day accumulation.
 - (7) If less than 10 names and dates are given, the Association will give the Administration additional requests during the course of the school year until the 10 days are exhausted.
 - (8) When this personal day is used, it cannot be connected with other personal days. For example, a Friday and Monday, a Thursday and Friday, or a Monday and Tuesday cannot be connected together to extend the time period.
- D. One (1) day per school year, subject to the approval of the Superintendent, may be allowed each teacher for the purpose of visiting another school system. A written report on the visit shall be submitted by the teacher to the Superintendent.
- E. If a teacher is notified that he/she may be called for jury duty, he/she must notify his/her supervisor immediately, and provide a copy of the juror notification. Teachers are expected to keep their supervisor informed of all communications regarding their service as a juror so that plans may be made for covering such absences.
- Any teacher required by law to serve on a jury will be paid his/her regular daily rate of pay minus any remuneration received for such duty from the County or Commonwealth, excluding mileage reimbursement, for up to ten (10) days of juror service, or part thereof. In order to receive such compensation, a teacher must provide his/her supervisor with a juror service certificate showing proof of juror service for those days. Upon request of a teacher, the Committee may grant additional jury duty compensation beyond the above limitations.
- F. One (1) representative of the Kingston Teachers Association shall be granted up to two (2) days' leave of absence each school year, with pay minus the cost of a substitute, to attend conferences and/or meetings held by the Massachusetts Teachers Association and/or the National Education Association. This time shall be in addition to any other leave provisions.
- G. This Article shall be applicable to members of Unit B.

ARTICLE XVIII

EXTENDED LEAVES OF ABSENCE

- A. The Superintendent may grant a leave of absence of up to one (1) year with or without

pay or increment to any teacher who has been in the school system for a minimum of three (3) years.

- B. All requests for extended leaves of absence, or renewal leaves of absence, will be applied for and granted, in writing.
- C. The Superintendent may deem it in the best interest of the school that the leave commence at the beginning of the school year or continue until the end of the school year.
- D. Any unused, accumulated sick leave to which a teacher was entitled at the time his/her leave of absence commenced will be restored to him/her upon his/her return.
- E. Any teacher whose personal illness extends beyond the period compensated will be granted a leave of absence, without pay or increment, for a period of no more than one (1) year.
- F. A leave of absence without pay or increment of up to three (3) months will be granted to a teacher for the purpose of caring for a sick member of the immediate family as defined in Section C. of Article XIII, upon written request substantiated by appropriate medical evidence.
- G. Upon his/her return from a leave of absence a teacher will be assigned to the same position which he/she held at the time said leave commenced, if available, or if not, to a substantially equivalent position. It is recognized that the Committee may fill the position in question at the time said leave commences.
- H. During the work year if a teacher takes an unapproved temporary leave of absence, each day will be deducted from his/her pay at a rate of 1/184th of his/her year's salary.
- I. Parental Leave shall be granted to teachers without pay or increment in compliance with M.G.L. c. 149 § 105D. An employee who has been employed for at least three (3) consecutive months as a full-time employee, who is absent from such employment for a period not exceeding twelve (12) weeks of parental leave for the purpose of giving birth, or for the placement of a child under the age of 18 (or under the age of 23 if the child is mentally or physically disabled), for adoption with the employee who is adopting or intending to adopt the child; provided, however, that any 2 employees of the school system shall only be entitled to 12 weeks of parental leave in aggregate for the birth or adoption of the same child, and who shall give thirty (30) days' notice to the school system of his/her anticipated date of departure and intention to return, shall be restored to his/her original position with the same status, pay, length of service credit, and seniority, wherever applicable as of the date of his/her leave. Said employee shall be eligible to draw upon her accumulated sick leave for certified disability for pregnancy, childbirth, and recovery therefrom during the period of this leave.

J. Family and Medical Leave (FMLA) shall be granted to teachers without pay or increment in compliance with applicable Federal Statute. An employee who has been employed for at least one (1) year and 1250 hours as an employee, who is absent from such employment for a period not exceeding twelve (12) weeks of FMLA leave for: the birth, adoption, or placement of a foster child with the employee; for a serious health condition that makes the employee unable to perform the essential functions of his/her job; to care for an immediate family member (spouse, child, or parent) with a serious health condition; or for any qualifying exigency arising out of the fact that an employee's spouse, child, or parent is on active military duty or call to covered active duty status or to care for a serious illness or injury of such service member, shall provide as much notice as possible to his/her employer of his/her anticipated date of departure and intention to return, shall be restored to his/her original position with the same status, pay, length of service credit, and seniority, wherever applicable as of the date of his/her leave. In a case involving a service member the leave period is not to exceed twenty-six (26) weeks of FMLA leave. The calculation of the one (1) year period and 1250 hours is done on a rolling year basis. Eligibility is determined based on the one (1) year look back period. The employee is entitled to draw from the employee's accumulated sick leave during this time period for the employee's certified disability.

K. Teachers shall be entitled to extended Parental leave or FMLA leave without pay or increment under the following circumstances:

- A request for this extended leave must be submitted in writing to the Superintendent of Schools at least thirty (30) days before the anticipated date of departure, if possible.
- At the time of notification above the teacher shall select a September return date which shall be at most two years from the date of departure.
- Any teacher who requests an extended leave to begin at any time other than at the beginning of the school year shall be granted an extended leave of less than two years, which will end at the beginning of a school year.
- A teacher may be allowed to return from an extended leave at a time other than at the beginning of the school year with the permission of the Superintendent of Schools.
- Teachers must notify the Superintendent by April 1 of their intention to return the following September.

Teachers shall be eligible for an extended leave without pay or sick benefits in accordance with the provisions above, for the purpose of adopting a child. In addition, in order to be granted an extended leave of absence without pay or sick leave benefits for adopting a child, the teacher must notify the Superintendent at the time the teacher files for adoption that he/she is planning to request such an adoption leave.

L. This Article shall be applicable to members of Unit B.

ARTICLE XIX

PROTECTION

- A. Teachers will immediately report, in writing, to their Principal all cases of assault suffered by them in connection with their employment. The Principal will acknowledge receipt of the report in writing.
- B. This report will be forwarded via the Superintendent 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.
- C. Whenever a teacher is absent from school as a result of personal injury caused by an accident or an assault occurring in the course of his/her employment, he/she will be paid the difference between his/her weekly salary and the amount of weekly payment from workers' compensation for as long as the weekly workers' compensation payment continues. Sick leave days will be deducted in accordance with the provisions of Chapter 152, Section 69, of the General Laws of the Commonwealth of Massachusetts (Workers' Compensation Legislation). Sick leave shall not continue to accumulate during the period of eligibility for Workers' Compensation payments.
- D. This Article is applicable to members of Unit B.

ARTICLE XX

ACADEMIC FREEDOM

- A. The private and personal life of a teacher is not within the appropriate concern or attention of the Committee except as it may interfere with the teacher's responsibility to and relationships with students and/or the school system. Teachers will be entitled to full rights and privileges of citizenship, and no religious or political activities of any teacher (provided such activities do not take place during his/her working hours) or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- B. This Article is applicable to members of Unit B.

ARTICLE XXI

CLASS SIZE

A reasonable effort, through the establishment of a work-study committee, shall be made to reach an agreement on desirable class size.

ARTICLE XXII

PAYROLL DEDUCTION AND INSURANCE

- A. Payroll deductions of Association dues (KTA, MTA, and NEA) is available for members of Units A and B, and will be deducted equally from ten (10) pay periods.
- B. All full time employees of the Kingston School Department are eligible to participate in the Town's Group Health and Life Insurance Plan to the same extent as other town employees.
- C. Employees will be eligible to participate in a tax sheltered annuity plan.
- D. Employees will be eligible to participate in a Credit Union.
- E. A Cafeteria Plan shall be established through which members of the bargaining unit may elect to pay their share of health insurance premiums with pre-tax earnings.

ARTICLE XXIII

MUTUAL CONCERNS

A Committee of no more than five (5) designated representatives of the members of the bargaining unit covered by this Agreement may meet with the Committee on matters of mutual concern.

The School Committee will notify the Association of the specific date and time of the meeting at which the consultation will take place. The items of concern to be discussed by the Association shall be submitted to the Superintendent no later than ten (10) days prior to the meeting. The President of the Association, five (5) days prior to the meeting, will receive a copy of the complete agenda. If the meeting is suggested by the Committee, the above mentioned procedure will be reversed.

This Article does not preclude other types of consultation between teachers and the School Committee outside of these provisions.

ARTICLE XXIV

METHOD OF PAYMENT

Section 1. All employees covered by this Agreement shall be paid in 26 equal pay periods, with paychecks issued every other Tuesday throughout the year in accordance with the Town of Kingston's payroll cycle. In any school year that includes 27 Tuesdays that fall on pay day, employees shall be paid in 27 equal pay periods for that school year.

Section 2. To facilitate the transition to this system, the Parties agree to temporarily vary the system described in Section 1 as follows. For the 2021-2022 school year, the first paycheck will be paid on August 31, 2021, and employees will be paid for this school year in 27 equal pay periods. The final check for the 2021-2022 school year will therefore be issued on August 30, 2022. For the 2022-2023 school year, the first paycheck will be issued on September 13, 2022, at which time the system described in Section 1 will be in full effect.

In Appendices A-1, and A-2 (Teachers Salary Schedule) which include Steps S-1, S-2, S-3, and S-4, members of the bargaining unit shall be eligible to receive the salary listed in those steps in the following manner:

Members of the bargaining unit who have completed fifteen (15) years of service in the Kingston Public Schools shall be eligible for Step S-1 beginning in their sixteenth (16th) year of service;

Members of the bargaining unit who have completed twenty (20) years of service in the Kingston Public Schools shall be eligible for Step S-2 beginning in their twenty-first (21st) year of service;

Members of the bargaining unit who have completed twenty-five (25) years of service in the Kingston Public Schools shall be eligible for Step S-3 beginning in their twenty-sixth (26th) year of service;

Members of the bargaining unit who have completed thirty (30) years of service in the Kingston Public Schools shall be eligible for Step S-4 beginning in their thirty-first (31st) year of service.

ARTICLE XXV

APPLICATION OF THE SALARY SCHEDULE

To qualify for a Bachelor + 15 hours basic salary, all course work must be taken at colleges and universities accredited by a regional or national accrediting association, and the teacher must have taken at least fifteen (15) hours of graduate study beyond the Bachelor's degree in

1. an educational degree granting program, or
2. in the teacher's specified subject area.

To qualify for a Master's + 15 hours basic salary, all course work must be taken at colleges and universities accredited by a regional or national accrediting association, and the teacher must have taken at least fifteen (15) hours of graduate study beyond the Master's degree in

1. an educational degree granting program, or
2. in the teacher's specified subject area.

To qualify for a Master's + 30 hours basic salary, all course work must be taken at colleges and universities accredited by a regional or national accrediting association, and the teacher

must have taken at last thirty (30) hours of graduate study beyond the Master's degree in

1. an educational degree granting program, or
2. in the teacher's specified subject area.

To qualify for a Master's + 45 hours basic salary, all course work must be taken at colleges and universities accredited by a regional or national accrediting association, and the teacher must have taken at least forty-five (45) hours of graduate study beyond the Master's degree in

1. an educational degree granting program, or
2. in the teacher's specified subject area.

ARTICLE XXVI

SENIORITY

- A. The Committee shall prepare a seniority list which indicates the date on which all members of the bargaining unit were hired. The Association shall be supplied with the list which shall be kept current.
 1. Seniority is based upon the length of continuous service in the Kingston School System as a teacher or nurse as the case may be.
 2. Seniority shall be computed from the teacher's or nurse's first work day of employment.
 3. Seniority will accrue while a teacher is on a paid leave of absence but shall not accrue if such leave is unpaid.

ARTICLE XXVII

REDUCTION IN FORCE

The Committee shall determine the position or positions to be eliminated or reduced in hours and shall so advise the Association and the affected employee(s) in writing.

The Superintendent shall terminate or not renew the employment of those teachers who have not attained professional teacher status, provided that such termination or non-renewal will permit the staffing of all anticipated positions by certified teachers with professional teacher status.

If implementation cannot be fully accomplished as provided above, the Superintendent shall terminate the employment of those teachers who have attained professional teacher status based on the job performance and the best interest of the students and whose termination will permit the staffing of all anticipated positions by certified and qualified teachers. A teacher's job performance and a student's best interest shall be defined as indicators of job performance, including overall ratings resulting from comprehensive evaluations conducted

consistent with M.G.L. c. 71 §38 and as compared to other teacher's past summative overall evaluation ratings in the targeted discipline in the prior six (6) year period. No distinction shall be made between the overall performance ratings established by the board of elementary and secondary education finding that the teacher has met or exceeded acceptable performance standards developed under said §38 and that are defined by the board as proficient and exemplary.

If the above factors are equal, the seniority list shall apply. In the event a teacher, in an eliminated or reduced in hours position, is evaluated as proficient or exemplary and has more seniority, and is licensed for the position, and is laid off, the teacher may then bump a less senior teacher in the bargaining unit.

ARTICLE XXVIII

DURATION

This Agreement and the provisions thereof shall be effective as of July 1, 2021, and shall continue until and including June 30, 2023. Either of the parties hereto desiring to terminate the Agreement or to modify or change the salary schedules included in Appendices A-1, A-2, and A-3 shall notify the other party, in writing, that they desire such termination or change on or before October 15 of the last year of this Agreement.

President, Kingston Teachers Association

Chairman, Kingston School Committee

APPENDIX A-1
KINGSTON TEACHER/NURSE SALARY SCHEDULE
2021-2022 SCHOOL YEAR (2%)

Step	B	B+15	Masters	M+15	M+30	M+45	Double Masters / CAGS
1	\$51,555	\$53,590	\$55,705	\$57,866	\$60,018	\$62,166	\$64,317
2	\$54,482	\$56,508	\$58,788	\$60,937	\$63,096	\$65,255	\$67,409
3	\$57,409	\$59,445	\$61,563	\$63,720	\$65,877	\$68,024	\$70,176
4	\$60,328	\$62,368	\$64,640	\$66,797	\$68,946	\$71,103	\$73,252
5	\$63,257	\$65,299	\$67,420	\$69,577	\$71,728	\$73,885	\$76,040
6	\$66,185	\$68,222	\$70,497	\$72,654	\$74,806	\$76,958	\$79,106
7	\$69,116	\$71,145	\$73,425	\$75,582	\$77,738	\$79,892	\$82,045
8	\$72,036	\$74,076	\$76,347	\$78,508	\$80,653	\$82,814	\$84,962
9	\$75,426	\$77,467	\$79,596	\$81,748	\$83,905	\$86,050	\$88,200
10	\$78,662	\$80,697	\$82,825	\$84,981	\$87,135	\$89,286	\$91,440
11	\$81,899	\$83,943	\$86,063	\$88,226	\$90,368	\$92,518	\$94,668
S-1*	\$82,599	\$84,643	\$86,763	\$88,926	\$91,068	\$93,218	\$95,368
S-2*	\$84,499	\$86,543	\$88,663	\$90,826	\$92,968	\$95,118	\$97,268
S-3*	\$84,599	\$86,643	\$88,763	\$90,926	\$93,068	\$95,218	\$97,368
S-4*	\$84,699	\$86,743	\$88,863	\$91,026	\$93,168	\$95,318	\$97,468

- * Step S-1 (+\$700) shall be paid to individuals covered by this agreement who have at least fifteen (15) years of service in the Kingston School District.
- * Step S-2 (+\$2,600) shall be paid to individuals covered by this agreement who have at least twenty (20) years of service in the Kingston School District.
- * Step S-3 (+\$2,700) shall be paid to individuals covered by this agreement who have at least twenty-five (25) years of service in the Kingston School District.
- * Step S-4 (+\$2,800) shall be paid to individuals covered by this agreement who have at least thirty (30) years of service in the Kingston School District

APPENDIX A-2
KINGSTON TEACHER/NURSE SALARY SCHEDULE
2022-2023 SCHOOL YEAR (2%)

Step	B	B+15	Masters	M+15	M+30	M+45	Double Masters / CAGS
1	\$52,586	\$54,662	\$56,819	\$59,023	\$61,218	\$63,409	\$65,603
2	\$55,572	\$57,638	\$59,964	\$62,156	\$64,358	\$66,560	\$68,757
3	\$58,557	\$60,634	\$62,794	\$64,994	\$67,195	\$69,384	\$71,580
4	\$61,535	\$63,615	\$65,933	\$68,133	\$70,325	\$72,525	\$74,717
5	\$64,522	\$66,605	\$68,768	\$70,969	\$73,163	\$75,363	\$77,561
6	\$67,509	\$69,586	\$71,907	\$74,107	\$76,302	\$78,497	\$80,688
7	\$70,498	\$72,568	\$74,894	\$77,094	\$79,293	\$81,490	\$83,686
8	\$73,477	\$75,558	\$77,874	\$80,078	\$82,266	\$84,470	\$86,661
9	\$76,935	\$79,016	\$81,188	\$83,383	\$85,583	\$87,771	\$89,964
10	\$80,235	\$82,311	\$84,482	\$86,681	\$88,878	\$91,072	\$93,269
11	\$83,537	\$85,622	\$87,784	\$89,991	\$92,175	\$94,368	\$96,561
S-1*	\$84,237	\$86,322	\$88,484	\$90,691	\$92,875	\$95,068	\$97,261
S-2*	\$86,137	\$88,222	\$90,384	\$92,591	\$94,775	\$96,968	\$99,161
S-3*	\$86,237	\$88,322	\$90,484	\$92,691	\$94,875	\$97,068	\$99,261
S-4*	\$86,337	\$88,422	\$90,584	\$92,791	\$94,975	\$97,168	\$99,361

- * Step S-1 (+\$700) shall be paid to individuals covered by this agreement who have at least fifteen (15) years of service in the Kingston School District.
- * Step S-2 (+\$2,600) shall be paid to individuals covered by this agreement who have at least twenty (20) years of service in the Kingston School District.
- * Step S-3 (+\$2,700) shall be paid to individuals covered by this agreement who have at least twenty-five (25) years of service in the Kingston School District.
- * Step S-4 (+\$2,800) shall be paid to individuals covered by this agreement who have at least thirty (30) years of service in the Kingston School District

APPENDIX B

PERSONAL BUSINESS LEAVE

KINGSTON SCHOOL DEPARTMENT
KINGSTON, MA 02364

TO: School Committee or its Designee

FROM: Name: _____
Position: _____
School: _____

This is to notify you that I plan to take ____ day(s) of personal business leave commencing _____ (date) in accordance with the provision of Article XV of the contract between the Kingston School Committee and the Kingston Teachers Association.

In the event that a teacher requests additional days beyond the two (2) days granted under the contract, the teacher must give an explanation along with the request to the Superintendent for such additional day(s).

Explain: _____

All requests for personal business days should be submitted to the Principal's office at least two (2) days in advance, unless an emergency occurs.

Teacher: _____
Principal: _____
Date: _____

APPENDIX C
Kingston Teachers Association changes 3/5/13



**Massachusetts Model System for
Educator Evaluation**

**Part IV: Model Collective Bargaining
Contract Language**

**Appendix C. Teacher and Caseload Educator
Contract Language**

January 2012

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Corrections July 2012

P. C-17: Section 18 (Educator Plans: Directed Growth Plan) Sub-section C. Date of June 10th in January 2012 publication inaccurate; changed from June 10th to May 15th to match timelines elsewhere in document.

P. C-22: Section 22 (Rating Impact on Student Learning Growth). Release date of July 15th, 2012 for Model Contract Language for Rating Impact on Student Learning Growth is removed. ESE will publish Model Contract Language for this phase of the evaluation framework when guidance for rating impact is more fully developed through technical appendices.

P. C-23: Section 25 (Transition from Existing Evaluation System) Sub-section B. Language in January 2012 publication stating “Educators who have received ratings of unsatisfactory or its equivalent in the prior year will be placed on **Self-Directed** Growth or Improvement Plans at the sole discretion of the Superintendent “ was inaccurate; language should have specified *Directed Growth* instead of *Self-Directed Growth*. ESE’s intent is that any educator who has received a rating of unsatisfactory or its equivalent in the prior year should be on a Directed Growth or an

Improvement Plan; the choice of plan should be determined at the discretion of the Superintendent.

Appendix C. Teacher and Caseload Educator Model Contract Language

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Appendix C: Teacher and Caseload Educator Contract

- 1) **Purpose of Educator Evaluation**
 - A) This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.
 - B) The regulatory purposes of evaluation are:
 - i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
 - ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
 - iii) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
 - iv) To assure effective teaching and administrative leadership, 35.01(3).
- 2) **Definitions (* indicates definition is generally based on 603 CMR 35.02)**
 - A) ***Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
 - B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
 - C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
 - D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and additional

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evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).

- E) ***District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.
- F) ***Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- G) ***Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
- i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
 - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
 - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
 - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 42 calendar days in a school year and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. Anytime an Improvement plan spans the summer, or requires summer work, the plan will be no less than 90 calendar days. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- H) ***ESE:** The Massachusetts Department of Elementary and Secondary Education.
- I) ***Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").

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- J) ***Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
- i) **Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation.
- ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.
- iii) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.
- iv) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- L) ***Experienced Educator:** An educator with Professional Teacher Status (PTS).
- M) ***Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- N) ***Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- O) ***Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating

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on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.

- P) ***Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, of Educators. "Team Goals" can be developed by grade-level or subject area teams, departments, or other groups of Educators who have the same role.
- Q) ***Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student ACCESS scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- S) **New Assignments:** An assignment in which an Educator with PTS teaches under a different license or in a new discipline.
- T) ***Observation:** A data gathering process specifically undertaken pursuant to this agreement that includes notes and judgments made during one or more classroom or worksite visits(s) of at least 5 minutes in duration by the Evaluator and may include examination of artifacts of practice including student work. An observation shall occur in person. All observations will be done openly and with knowledge of the Educator. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator using agreed-upon verbal or written protocols.
- Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- U) **Parties:** The parties to this agreement are the Association and the School Committee.
- V) ***Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly

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exceeds proficient and could serve as a model of practice on that standard district-wide.

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

W) ***Performance Standards:** Locally negotiated standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with and/or supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.

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

Y) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns of student learning, growth, and achievement on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.

Z) **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:

- i) Standard 1: Curriculum, Planning and Assessment
- ii) Standard 2: Teaching All Students
- iii) Standard 3: Family and Community Engagement
- iv) Standard 4: Professional Culture

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- v) Attainment of Professional Practice Goal(s)
- vi) Attainment of Student Learning Goal(s)
- AA) ***Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
 - i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
 - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
 - iii) Elements: Defines the individual components under each indicator
 - iv) Descriptors: Describes practice at four levels of performance for each element
- BB) **Self Assessment:** The evaluation cycle shall include self-assessment addressing Performance Standards. 603 CMR 35.603 (2). The educator shall provide such information, in the form of self-assessment, in a timely manner to the evaluator at the point of goal setting and plan development. 35.03 (2)(b). Evaluators shall use evidence of educator performance and impact on student learning, growth, and achievement in goal setting with the educator based on the educator's self-assessment and other sources that the evaluator shares with the educator. 35.06(3)(a).
- CC) ***Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan. The summative evaluation rating must be based on evidence from multiple categories of evidence.
- DD) ***Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- EE) ***Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.

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FF) ***Trends in student learning:** At least two (2) years of data, (3) when available, from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

3) **Evidence Used In Evaluation**

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

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

- i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
- ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or ACCESS scores, if applicable, in which case at least two years of data is required.
- iii) Statewide growth measure(s) where available, including the MCAS Student Growth Percentile and the ACCESS gain scores, if applicable, in which case at least two years of data is required.
- iv) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
- v) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.

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

- i) Unannounced observations of at least 5 minutes in duration.
- ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
- iii) Announced observations may be used in evaluating PTS Educators.

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- iv) Examination of Educator work products.
- v) Examination of student work samples.
- C) Evidence relevant to one or more Performance Standards, including but not limited to:
 - i) Evidence compiled and presented by the Educator, including :
 - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
 - (b) Evidence of active outreach to and engagement with families;
 - ii) Evidence of progress towards professional practice goal(s);
 - iii) Evidence of progress toward student learning outcomes goal(s).
 - iv) Student and Staff Feedback – see # 23-24, below; and
 - v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4) **Rubric**

The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The district will use the rubrics provided by ESE in January, 2012, and attached hereto.

5) **Evaluation Cycle: Training**

- A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. Effort will be made to have this training occur during the contractual work day. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE and input from the Association.
- B) By November 1st of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1st date, and who has not previously completed such an activity, shall complete such a

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professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE and input from the Association.

6) **Evaluation Cycle: Annual Orientation**

- A) At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:
- i) Provide an overview of the evaluation process, including goal setting and the educator plans.
 - ii) Provide District and School goals and priorities, as well as professional development opportunities related to those goals and priorities.
 - iii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
 - iv) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year provided that a public announcement is made at the beginning of the meeting and the video is of the presentation being delivered.

7) **Evaluation Cycle: Self-Assessment**

- A) Completing the Self-Assessment
- i) The evaluation cycle begins with the Educator completing and submitting to the Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school.
 - ii) The self-assessment includes:
 - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
 - (b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
 - (c) Proposed goals to pursue:
 - (1st) At least one goal directly related to improving the Educator's own professional practice.

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

- B) Proposing the goals
- i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
 - ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities and may be part of a team goal.
 - iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address team goals.
 - iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
 - v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may be team goals.

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

Plan

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

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achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.

- C) Educator Plan Development Meetings shall be conducted as follows:
- i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
 - ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school.
 - iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals whether they be individual or team goals.
 - iv) For educators with Professional Teacher Status with ratings of Proficient or Exemplary, the professional practice goal may be team goals. In addition, these educators may include professional practice goals that address enhancing skills that enable the educator to share proficient practices with colleagues or develop leadership skills.
- D) The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response, which will be attached to the plan. The Educator's signature indicates that the Educator received the plan. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

9) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS**

- A) In the first year of practice or first year assigned to a school:
- i) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
 - ii) The Educator shall have at least four unannounced observations during the school year.

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B) In their second and third years of practice or second and third years as a non-PTS Educator in the school:

i) The Educator shall have at least three unannounced observations during the school year.

ii) The Educator may request additional observations.

10) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS**

A) The Educator whose overall rating is proficient or exemplary must have at least two unannounced observation during the evaluation two-year cycle.

B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.

C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

D) The Educator may request additional observations.

11) **Observations**

The Evaluator's first observation of the Educator should take place by November 15 and in no case later than December 1st. Observations required by the Educator Plan should be completed by May 15th. The Evaluator may conduct additional observations after this date.

The Evaluator is not required nor expected to review all the indicators in a rubric during an observation. However, every effort will be made to observe for a period of time sufficient to observe as many indicators as possible.

A) Unannounced Observations

i) Unannounced observations may be in the form of partial or full-period classroom visitations.

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- ii) The Educator will be provided with at least brief written feedback from the Evaluator within five (5) school days of the observation. The written feedback shall be delivered to the Educator in person, by secure electronic notification, placed in the Educator's mailbox or mailed to the Educator's home.
- iii) Either the Evaluator or the Educator can request a meeting in response to the written feedback resulting from an unannounced observation at any time.
- iv) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 20 school days.

B) Announced Observations

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation. Announced observations should be a full class period, but not less than thirty (30) minutes, provided that the evaluator was present from the beginning of the class period, unless it is mutually agreed that the evaluator remained for a sufficient time to observe the lesson.
 - (a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
 - (b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance
 - (1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
 - (2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
 - (c) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.

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- (d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
 - (1st) Describe the basis for the Evaluator's judgment.
 - (2nd) Describe actions the Educator should take to improve his/her performance.
 - (3rd) Identify support and/or resources the Educator may use in his/her improvement.
 - (4th) State that the Educator is responsible for addressing the need for improvement.
- C) Walkthroughs, Learning Walks, Instructional Rounds or other like procedures by any other name (herein called "walkthroughs") are intended to gauge the overall climate, culture, and instruction within a school, program, or department, entail walking into multiple classrooms, usually for less than five minutes each. Observations from walkthroughs summarize the aggregate climate, culture, and instruction, rather than commenting on individual teachers, and are used to talk about observed patterns and trends across classrooms. Walkthroughs are not observations for the sake of this evaluation system and do not result in feedback to individual educators. A walkthrough can be announced or unannounced.

12) **Evaluation Cycle: Formative Assessment for Educators on a One (1) Year Plan**

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice and/or Educator Goals.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both

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- D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
- E) No less than two weeks before the due date for the Formative Assessment report the Evaluator will provide the Educator with any work samples or products being used as evidence of the educator's performance against the four performance standards.
- F) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet within five (5) school days either before or after completion of the Formative Assessment Report.
- G) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by secure electronic notification, or to the Educator's school mailbox or home.
- H) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report. The Educator's reply shall be attached to the report.
- I) The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report. The signature does not indicate agreement or disagreement with its contents.
- J) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- K) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.
- L) After the formative assessment the educator may request another trained supervisor be assigned to perform a formal observation to be used as evidence in the educator's summative evaluation.

13) **Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only**

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- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- D) No less than two weeks before the due date for the Formative Evaluation report the Evaluator will provide the Educator with any work samples or products being used as evidence of the educator's performance against the four performance standards.
- E) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by secure electronic notification, or to the Educator's school mailbox or home.
- F) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet about the Formative Evaluation Report.
- G) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report. The Educator's reply shall be attached to the report.
- H) The Educator shall sign the Formative Evaluation report within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report. The signature does not indicate agreement or disagreement with its contents.
- I) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.

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J) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

K) After the formative evaluation the educator may request another trained supervisor be assigned to perform a formal observation to be used as evidence in the educator's summative evaluation.

14) **Evaluation Cycle: Summative Evaluation**

A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by May 15th.

B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.

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

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

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

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

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

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- H) No less than four weeks before the due date for the Summative Evaluation report the Evaluator will provide the Educator with any work samples or products being used as evidence of the educator's performance against the four performance standards.
 - I) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
 - J) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by secure electronic notification, or to the Educator's school mailbox or home no later than May 15th.
 - K) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
 - L) The Evaluator shall meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
 - M) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
 - N) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report. The signature does not indicate agreement or disagreement with its contents.
 - O) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
 - P) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.
- 15) **Educator Plans – General**
- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
 - B) The Educator Plan shall include, but is not limited to:

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- i) At least one goal related to improvement of practice tied to one or more Performance Standards;
 - ii) At least one goal for the improvement of the learning, growth and achievement of the students under the Educator's responsibility;
 - iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.
- C) It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.
- 16) **Educator Plans: Developing Educator Plan**
- A) The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments.
 - B) The Educator shall be evaluated at least annually.
- 17) **Educator Plans: Self-Directed Growth Plan**
- A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.
 - B) A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.
- 18) **Educator Plans: Directed Growth Plan**
- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.

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- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than May 15th.
- D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

19) **Educator Plans: Improvement Plan**

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 42 calendar days in a school year and no more than one school year. Anytime an Improvement plan spans the summer, or requires summer work, the plan will be no less than 90 calendar days. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.
- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:

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- i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator along with the input of the Educator. The final content of the Improvement Plan will rest solely with the Evaluator.
 - ii) The Educator may request that a representative of the Association attend the meeting(s).
 - iii) If the Educator consents, the Association will be informed that an Educator has been placed on an Improvement Plan.
- G) The Improvement Plan shall:
- i) Define the improvement goals directly related to the performance standard(s), indicator(s), element(s), and/or student learning outcomes that must be improved;
 - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
 - iii) Describe the assistance that the district will make available to the Educator;
 - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
 - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
 - vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator and possibly a mentor teacher and,
 - vii) Include the signatures of the Educator and Supervising Evaluator.
- H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.

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- i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
 - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
 - (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
 - (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
 - (d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

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20)

Timelines (Dates in italics are provided as guidance)

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

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A) Educators with PTS on Two Year Plans

Activity:	Completed By:
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	<i>June 1 of Year 1</i>
Evaluator conducts Formative Evaluation Meeting, if any	<i>June 1 of Year 1</i>
Evaluator completes Summative Evaluation Report	May 15 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	June 10 of Year 2
Evaluator and Educator sign Summative Evaluation Report	June 15 of Year 2

B) Educators on Plans of Less than One Year

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

21) Career Advancement

- A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approval by the superintendent.
- B) In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.
- C) Educators with PTS whose summative performance rating is exemplary and, after 2013-14 whose impact on student learning is rated moderate or high, shall be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

22) Rating Impact on Student Learning Growth

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

23) **Using Student feedback in Educator Evaluation**

ESE will provide model contract language, direction and guidance on using student feedback in Educator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter including protocols for administering the instrument(s), protecting student confidentiality, and analyzing student feedback.

24) **Using Staff feedback in Administrator Evaluation**

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

25) **Transition from Existing Evaluation System 2012-2013**

- A) The Kingston Teachers Association and the Kingston School Committee agree to place all PTS teachers who are currently in “good standing” (i.e. not on a Professional Improvement Plan) at the Proficient classification.
- B) The parties agree that those PTS Educators who were on Cycle A of the existing Evaluation system in the 2012-2013 school year shall be placed on the one-year Self-Directed Growth Plan.
- C) All Educators who are currently on a Professional Improvement Plan shall be placed at the Needs Improvement classification. Said Educators will continue to fulfill the terms and conditions of the already created plans for the remainder of the current school year and a determination of the appropriate future placement will be made at the end of the school year at a Summative meeting.
- D) The evaluation system contained in this agreement shall be implemented in accordance with 603 CMR 35.11.

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

26. General Provisions

- A) Only Educators who are licensed may serve as primary evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- E) The parties agree that there will be continuous need to review and to revise this Evaluations Procedure for the first of 3 years. To that end, the parties agree to the following:
 - i) The creation of a joint labor-management evaluation team to jointly review and revise, if necessary, the Evaluation Procedure no later than May 15th of each school year through School Year 2014-2015.
 - ii) Said review and revision shall include, but not be limited to, the parties amending, by mutual consent, this agreement, and by adding any other aspect needed to implement the Evaluation Procedure.
- F) Violations of this article are subject to the grievance and arbitration procedures.
- G) For School Year 2012-2013 the Committee and the Association agree to continue discussions to:

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- i) Develop mutually acceptable standards for determining what Exemplary Proficient, Needs Improvement, and Unsatisfactory ratings will be.
- ii) Develop mutually agreed upon district measures for student learning and/or how they will be applied to an Educator's Evaluation.