

AGREEMENT BETWEEN

TRITON REGIONAL SCHOOL COMMITTEE

AND

TRITON REGIONAL TEACHERS ASSOCIATION

September 1, 2017 - August 31, 2020

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ARTICLE I

PREAMBLE

WHEREAS, the Triton Regional School District and the Triton Regional Teachers' Association acknowledge and reaffirm their realization that their common duty involves much more than their collective bargaining endeavors, and

WHEREAS, education of the highest quality is the goal of both the School Committee and the Triton Regional Teachers' Association, and

WHEREAS, this goal will be approached constructively through periodic consultations, and

WHEREAS, the Triton Regional Teachers' Association was chosen by a majority of the teachers in the bargaining unit as hereafter defined as the exclusive collective bargaining agent for all such teachers, and

WHEREAS, the Triton School Committee and the designated representatives of the Triton Regional Teachers' Association have met and negotiated in accordance with the provisions of Chapter 150E of the General Laws of Massachusetts in order to establish salaries and conditions of employment provided herein,

NOW, THEREFORE, the following agreement is made and entered into, by, and between the School Committee of the Triton Regional School District and the Triton Regional Teachers' Association.

ARTICLE II

ASSOCIATION RECOGNITION, JURISDICTION, AND DEFINITIONS

A. RECOGNITION

Triton Regional School District School Committee recognizes the Triton Regional Teachers' Association as the exclusive bargaining representative for all licensed teaching personnel including guidance counselors, nurses, media specialists, school psychologists, occupational therapists, physical therapists, speech and language therapists, and those teaching under temporary waivers.

B. JURISDICTION

The jurisdiction of the Association shall include those persons now or hereafter who perform the duties or functions of the categories of employees in the bargaining unit.

C. DEFINITIONS

1. The term "Triton Regional School District Schools" as used in this Agreement shall mean Newbury Elementary, Pine Grove School, Salisbury Elementary, Triton Regional Middle and Triton Regional High Schools.
2. The term "Principal" as used in this Agreement shall mean the Principals of the Triton Regional School District schools.
3. The term "teacher," the term "person" and the term "employee" as used in this Agreement means a person employed by the Committee in the bargaining unit as described in Article I.

4. The term "Association" shall mean the Triton Regional Teachers' Association.
5. Wherever the singular is used in this Agreement, it is to include the plural.
6. The term "Committee" as used in this Agreement shall be understood to mean the School Committee of the Triton Regional School District, a public body organized under the applicable provisions of the Constitution of the Commonwealth of Massachusetts and the General Laws of said Commonwealth, as amended.
7. The term "Superintendent" as used in this Agreement shall be understood to mean the person holding the position of Superintendent of Schools of the Triton Regional School District, or the Superintendent's designee.
8. The term "Administration" or "the Administration" shall be understood to mean the same as "Superintendent" as defined above, or as is appropriate, the Assistant Superintendent or Principals.

ARTICLE III

RIGHTS OF SCHOOL DISTRICT

1. Except as otherwise provided in this Agreement, or as otherwise provided in any law or rule or regulation promulgated under law, the School District, acting through its Superintendent and/or other administrative representatives, shall exercise its functions, duties and responsibilities in such manner as may be prescribed by such law or laws, rules or regulations as may now, or subsequently, be in effect.
2. Among which functions, duties and responsibilities, but not limited thereto nor wholly inclusive, shall be the following: To hire, promote, transfer, assign, and retain employees within the Triton Regional School District, to withhold increment and to suspend, demote, discharge, or take such disciplinary action against such employees as may be provided for by law.
3. The District shall also have the right to maintain the means and personnel by which the operation of the Triton Regional School District is to be conducted, including, but not limited to, the right to establish curricula and to take whatever action or actions as may be necessary in order to carry out its mandate as set forth in the laws and the Constitution of the Commonwealth of Massachusetts and in the laws, orders, rules, and regulations of the Triton Regional School District which have been, or will be, accepted by the School Committee.
4. The Committee, acting as a public body, or the Superintendent or their designee(s), shall have the right to make and enforce rules for safe, efficient, and orderly operation of the Triton Regional School District.
5. The District shall, subject to this Agreement, have control and supervision of the schools, staff, students, and properties of the Triton Regional School District, and shall establish various policies relating thereto.
6. The failure of the District to exercise any right or power hereby reserved to it, or the exercise by it of any such right in a particular manner shall not be deemed a waiver, nor a restriction of any such exercise or right nor, a lack thereof.
7. The Committee designates the Superintendent as its agent in all matters pertaining to this Agreement.

ARTICLE IV

GRIEVANCE PROCEDURE

A. DEFINITION

1. A grievance is defined as a dispute concerning the application or meaning of a specific provision or provisions of this Agreement. Prior to filing a grievance as set forth herein, an aggrieved employee shall first attempt to resolve the dispute informally with the employee's supervisor. The Committee and Association desire that such procedures shall always be as informal and confidential as may be appropriate for the grievance involved.
2. As used in this Article, the term "employee" shall mean either an individual employee or a group of employees having the same grievance.

B. ADJUSTMENT OF GRIEVANCE

1. Step 1:
The aggrieved employee shall first discuss the grievance with the employee's principal or immediate supervisor, either directly or through a representative elected by the Association, with the objective of resolving the matter informally. All decisions shall be in writing.
2. Step 2:
 - a. If the aggrieved employee is not satisfied with the disposition of the employee's grievance at Step 1, or if no decision has been rendered within ten (10) school days after presentation of the grievance, the employee may file the grievance in writing with the Chairman of the Association Grievance Committee within five (5) school days after decision at Step 1, said Chairman shall refer the grievance to the Superintendent of Schools.
 - b. The Superintendent or designee(s) shall represent the Administration. Within ten (10) school days after receipt of the written grievance by the Superintendent or designee(s), the Superintendent or designee(s) shall meet with the aggrieved employee or the employee's designee(s) in an effort to resolve the grievance.
 - c. If a teacher fails to file a grievance in writing in accordance with the procedures contained in paragraphs (a) & (b) above, within forty five (45) school days after the teacher knew of the act or condition upon which the grievance is based, then the grievance shall be considered waived. A dispute as to whether a grievance has been waived under this paragraph will be subject to arbitration pursuant to Step 4.
3. Step 3:
If the grievance is not settled at Step 2, the employee or the employee's designee(s), within ten (10) school days after the meeting with the Superintendent in Step 2, may file the grievance in writing with the School Committee. Within ten (10) school days after receiving the written grievance, the School Committee shall meet with the aggrieved employee or whomever the employee may select for the purpose of resolving the grievance. Step 3 is not automatic, but rather depends upon whether the grievance is appropriate for presentation to the School Committee in light of the Education Reform Act.

4. Step 4:
 - a. If the aggrieved employee is not satisfied with the disposition of the employee's grievance at Step 3, the employee may, within five (5) school days after a decision by the School Committee or Superintendent, as the case may be, or ten (10) school days after the meeting with the School Committee or Superintendent, as the case may be, whichever is earlier, submit the employee's grievance to the Grievance Committee of the Association.

If the Association feels the grievance has merit, it may submit the grievance to arbitration by written notice to the Committee within ten (10) school days of the receipt of the grievance. Within ten (10) school days after such written notice of submission to arbitration, the Committee and the Association shall attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator within said ten (10) day period, a request for an arbitrator will be made to the American Arbitration Association. The parties will be bound by the Rules and Procedures of the American Arbitration Association. Each side shall bear the costs of its own presentation. The charges of the arbitrator and the American Arbitration Association shall be borne equally by the parties.

- b. The arbitrator's award shall be in writing and shall set forth the arbitrator's findings of fact with reasoning and conclusions. The arbitrator shall arrive at the decision solely upon the facts, evidence, and contentions presented by the parties through the arbitration proceeding. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, and in reaching the decision shall interpret the Agreement in accordance with the commonly accepted meaning of words used herein and the principle that there are no restrictions intended on the legal rights or authority of the Committee other than those expressly set forth herein. Subject to the foregoing, the decision of the arbitrator shall be submitted to the School Committee and the Association and the decision shall be binding upon the Committee, the Association, and the employee who initiated the grievance.

C. MISCELLANEOUS

1. By mutual agreement of the Association, Superintendent, and Principal, Step 1 of the grievance procedure may be waived.
2. No written communication, other document, or record relating to any grievance shall be filed in the personnel file maintained by the Superintendent for any employee involved in presenting such a grievance. To abide by current statute, all documents pertaining to grievances shall be maintained in a file set up for this purpose. Access to this file shall be granted only to the Superintendent, the President of the Association, and the employee. If said employee should leave the employ of the Triton Regional School District, the contents of the file shall not be sent to any future employer.
3. All decisions rendered under the provisions of this proceeding shall be in writing and set forth the reasons therefore.
4. All decisions accepted in the grievance procedure from Step 1 on are binding on both parties. Failure to advance a grievance to the next step constitutes acceptance of the decision. Nothing in this section shall prejudice the rights of others in the processing of similar grievances.

ARTICLE V

TEACHER EVALUATION

1. Evaluation and observation of personnel shall be the responsibility of the Administration and may be conducted at any time after the beginning of the school year.
2. The evaluation procedure shall include formal observations, informal observations, self-evaluations, and year-end summary evaluations. The professional staff shall be advised, by the Committee, of the general criteria used in evaluating professional competence.

All monitoring or observation of the work performed by a teacher will be conducted openly and with full knowledge of the teacher.

The Committee shall advise the professional staff of the general criteria used in evaluating professional competence upon the Committee's approval of such criteria pursuant to G.L. c.71, §38 as amended by the Education Reform Act.

3. The teacher will acknowledge that the teacher has had the opportunity to review such observation report by affixing a signature to the copy to be filed with the understanding that such signature in no way indicates agreement with the contents thereof. Any complaints, which might jeopardize the teacher's employment within the District, will be promptly called to the attention of the teacher.
4. The recently mandated Educator Evaluation has been agreed to and incorporated into this contract agreement as Appendix J. The evaluation process is based on the state model as amended by agreement, and includes a five step process, four Standards of Practice supported by performance indicators, and District Determined Measures.

ARTICLE VI

CONDITIONS OF EMPLOYMENT

A. WORK YEAR

The Superintendent shall have the option of starting the work year one week before Labor Day. In the event that the Superintendent exercises this option, all provisions of the Agreement to take effect on that September 1 shall take effect with the first workday. Teachers shall be notified by April 30 of the calendar for the next school year. In the event that the Superintendent exercises this option, no work or school will be scheduled on the Friday immediately preceding Labor Day. At the elementary level, PreK-6, four (4) early release days will be provided for parent-teacher conferences.

B. LENGTH OF WORK YEAR

The professional staff will be surveyed on a regular basis regarding the use and scheduling of professional days. In addition, the Superintendent will consider input from the Executive Board of the Association on the use and scheduling of such professional days now and in the future.

The work year shall be one hundred and eighty-four (184) days for teachers new to the Triton Regional School District and one hundred eighty-three (183) days for current teachers, of which two (2) days shall be professional days.

C. LENGTH OF WORK DAY *(Language effective as of 9/1/2018 for the 2018/2019 school year)*

The elementary student day is from 8:25am to 2:55pm. The middle and high school student day is from 7:42am to 2:13pm. The teacher work day is a total of seven (7) hours, with the elementary work day beginning at 8:10 AM and ending at 3:10 PM, and the secondary (7-12) work day beginning at 7:30 and ending at 2:30.

D. PROFESSIONAL RESPONSIBILITIES

The parties agree that all teachers, within the work year, shall devote the time necessary to ensure that all professional responsibilities are met. Those professional responsibilities include, but are not limited to, personal, phone and email communication, make-up work for students, extra help for students, alerting families to potential failures, ensuring the safety and welfare of the students (including observance of student privacy rights), meeting and conferring with colleagues, curriculum work, preparation for class, assessing student work, preparing report cards, updating information on the Aspen Portal or equivalent facility, and professional development. Any time a member of the bargaining unit is required to provide coverage for students, including in his/her own classroom, shall be considered part of the total supervisory duty requirements.

Middle School and High School teachers will post monthly the times they will offer extra help. Help will be offered on a weekly basis. Typically, the time needed for extra help ranges from 15-45 minutes.

A newly employed teacher's responsibilities shall include attendance at and participation in certain work-related training designated by the Superintendent throughout the first year. Examples of such training include prevention of, and dealing with harassment, Crisis Prevention Intervention, new teacher mentor sessions, and system-wide curriculum initiative. Teachers in their first year shall not receive additional payment to attend these trainings.

E. MEETINGS

Teacher attendance at meetings such as grade level meetings, general teacher meetings, staff meetings, specialized meetings, Special Education Team meetings, department and/or subject area meetings are expected. Such meetings will be at reasonable intervals and of reasonable duration and not overburdening to the teacher.

- A. Department meetings, content meetings, common assessment meetings, data meetings and other administrative meetings will be determined by the participants involved in the meeting and no meetings will be planned during a planning period unless agreed to by the participants.
- B. Grade level meetings schedule will be published by the building principal in advance.
- C. See Article VI; Section K for language about moratorium periods for meetings.

F. LUNCH

Each secondary teacher shall have a duty-free lunch at least the length of the student lunch period. Every elementary teacher shall have a thirty (30) minute duty-free lunch on each full school day.

G. ASSIGNMENT

Teachers may be required to teach any subject within the scope of their teaching licenses and/or, to the extent permitted by law, and teaching experience.

H. DUTIES

The Committee and the Association acknowledge that a teacher's primary responsibility is to teach and that a teacher's energies should, to the extent possible, be utilized to this end. Therefore, they agree that supervisory duties shall not be overburdening to the teacher and agree as follows:

1. Elementary Duties

Elementary teachers may be assigned one (1), but no more than two (2), supervisory periods per week. To the extent that appropriate instructional assistants are available to cover supervisory duties, teachers will be relieved of such duties.

In an effort to assure that all teachers' concerns have been considered, the administration will share the tentative duties schedule with the Association representative within a reasonable time, prior to its finalization and distribution.

2. Secondary Duties

Teachers may be assigned to the following duties: Homeroom and supervision of study halls/directed studies, cafeteria, assemblies, library, and corridors. Except for duties assigned during homeroom periods, these shall be considered supervisory duties. These shall be assigned on an equitable basis.

It is recognized that "equitable assignment" shall be interpreted to mean one which is impartial, and objective but which also takes into consideration the need for certain positions, such as guidance counselor and nurse, to be available for all students at all times and the fact that other positions have special duties/responsibilities beyond a regular teacher's workload which must be done during the workday in lieu of the duties specified above.

In an effort to assure that all teachers' concerns have been considered, the administration will share the tentative duties schedule with the Association representative within a reasonable time prior to its finalization and distribution.

I. PLANNING TIME AND SCHEDULING

1. Elementary Teachers

Elementary teachers shall be provided with sufficient planning time to average a minimum of forty (40) consecutive minutes on five (5) full school days of the week, but no teacher shall have more than two (2) planning periods per day. In addition, if a teacher has no planning period on a given day, every effort will be made by the Administration not to assign the teacher to any supervisory duties. The Administration shall make every effort to provide one (1) planning period of forty (40) consecutive minutes on each full day of school. The Administration will strive to provide common planning time to elementary teachers in addition to current individual planning time.

2. Secondary Teachers

Secondary teachers shall average five (5) teaching periods, one (1) supervisory period and one (1) planning period equal to the length of a teaching period on each full day of school. The Administration will provide each teacher with one (1) planning period on each full day of school. Exceptions may be made by agreement when necessary.

J. NON-PROFESSIONAL ACTIVITIES

The following types of non-professional activities will not be a part of a teacher's regular duties:

1. Health service normally performed by the nurse.
2. Responsibility for holding money beyond the end of school day's activity.
3. Clerical duties such as keeping registers but not including the reporting of pupils' grades as required by the Superintendent.

K. SUBMITTING/POSTING GRADES & ASSIGNMENTS

All teachers will be given five (5) school days between the closing of grades and the submitting of those grades, except for the final marking period where teachers will only be given two (2) school days.

There will be a K-12 moratorium on all planned school day and after school meetings and district assessments (writing assessment, common mathematics assessment) from the day the grades close to the day the report cards are due in the office, unless agreed to by the parties.

It is understood that IEP Team meetings involve legally mandated timelines and processes. While attempts will be made to work around these moratorium periods, IEP meetings may need to occur during these time frames. Every effort will be made to give all parties at least a two (2) week notice.

Meetings regarding building emergencies and/or student crisis will be exceptions to this moratorium.

ASPEN (or its equivalent) – Effective for the 2017/2018 school year, teachers in grades 7-12 will post grades on a bi-weekly basis. Teachers in grades K-6 will keep grades outside the system, but post report cards and special education progress reports at end of term. The teacher access page (the ASPEN webpage) will be required only as needed to provide parent access to grades. If there are any changes to the grading and reporting structure within the school year, such that additional/repeat data entry is required, teachers will be given paid time in which to meet those requirements. This language will be reviewed annually by Eboard and District and any changes to be implemented will be brought for ratification by full membership of TRTA and the School Committee.

All secondary teachers (7 - 12) will post homework online as assigned in one of the systems agreed locally by each school.

L. NOTICE OF ASSIGNMENT

Under normal circumstances, the Administration will give written notice to teachers by June 15 of their assignments for the coming year. Up until May 15, teachers may submit a written statement of preference(s) to the Administration. If the request cannot be acted upon favorably, the Administration will discuss the reasons for the denial with the teacher prior to the end of the school year. The Administration will discuss the reasons for an involuntary transfer or reassignment with the affected teachers prior to the end of the school year. Teachers shall be informed of their assignments for the coming school year by June 15.

M. CLASS LIST

At the elementary level, the Administration will provide a class list to each teacher by August 15 of each contract year. Each teacher will treat the class list as confidential. Teachers will be consulted to the extent possible concerning class schedules and distribution of specialists for the coming school year.

N. USE OF PREMISES

1. Telephone access - Every effort will be made to provide teachers with access to a telephone(s) in a private area.
2. Meetings - The Administration will make reasonable efforts to accommodate requests by the Association to use school premises for Association meetings.
3. Bulletin Boards - The Association shall have the use of an appropriately placed bulletin board in each school building.
4. Mail - The Association shall have the use of school mailboxes.
5. Grievances, Negotiations, etc. - Whenever any teacher participates during working hours in negotiations, grievance proceedings, conferences, or meetings scheduled by the Administration, the teacher shall suffer no loss of pay.

O. CLASS SIZE AND COMPOSITION

The District and the Association agree that class size can be an important factor in providing a quality education. The goal of the District will be to maintain a maximum class size of twenty-five (25) or less.

Principals shall endeavor to ensure that classes are balanced in that they reflect, to the extent possible, the composition of the grade level and school as a whole.

In support of this process teachers and administrators will share and use transfer data that is prepared to support transitions at the end of Grades 6 and 8.

P. INCLUSIONARY PROGRAMMING

The parties agree that the best education for all students is the primary goal of all educators. In view of that goal, the parties agree that the following principles should apply when students with special needs are to be included in a regular education classroom:

1. Training is important to successful inclusion and co-teaching. The District will continue to provide training in areas that would be beneficial to any and all special and regular education teachers working with students with special needs, particularly those areas suggested by various staff members. In addition, teachers, as professionals, should identify areas of their own need and find courses and other educational opportunities to address them.
2. Special education liaisons, special education related service staff, regular education teachers, and building principals, will decide prior to the end of the school year, how special needs students will be placed in regular education classrooms for the following year. Placement of special needs students will take into consideration the student's needs as defined by the child's Individualized Education Program (IEP), the amount of services in each academic area, and the balance of the class population.
3. To assist classroom teachers in planning for students with special needs:
 - a. The special education liaison will ensure that the receiving teacher has access to the IEP of each special needs child. Principals or their designee administrator have responsibility for ensuring that IEPs are fully implemented.
 - b. The regular classroom teachers, special education liaison, and related service staff, will discuss each student with an IEP, so that questions may be answered, information shared, concerns addressed, and arrangements made for future conferences.
 - c. Regular education and special education staff will work collaboratively in designing and implementing the necessary modifications to the curriculum as required by the IEP.
4. When a student with significant modifications to the regular education curriculum or setting is to be included in the regular education classroom the following will be considered:
 - a. The services on the child's IEP.
 - b. The balance of the classroom population.

The regular education teacher will be notified as soon as possible, preferably in the spring, so that planning with the Team can take place. The regular education teacher is the teacher of record and as such has primary responsibility for students with disabilities. That responsibility is shared proportionately with colleagues who provide services.

5. The parties will work toward the scheduling of common planning time for the coordination of service delivery to students in the classroom.

Q. FACULTY SENATE:

Leadership Council will be renamed Faculty Senate. There have been different iterations of this position over the decades, and this establishes a current, relevant position and leadership structure at the schools that is effective. We agree this structure as it capitalizes on teacher expertise and contributions.

The structure of the Senate will be as follows.

- Five (5) leadership positions per school.
- Compensation will be \$2,000 per member per year.
- Focuses on and actively contributes to improvement and problem solving, not merely raising problems. The team identifies challenges and works together toward solutions both at the table and outside of meetings.
- TRTA runs the election process at each building, subject to approval of the appointments by the Superintendent of Schools.
- If fewer than five professional status teachers are nominated for the positions, then non-professional status teachers will be eligible to run.
- Those elected will be required to attend an initial “training,” in order to ensure all are aware of and committed to the intended outcomes. That training will include role expectations, communication skills, and group decision making.
- A survey of faculty will be implemented annually to assess the effectiveness of the Faculty Senate.
- The Faculty Senate will take on annual and long-term perspectives, planning jointly for school wide efforts in the instructional, extracurricular, social and emotional, and school culture domains.
- Respects anonymity, but strives for open and honest, mutually respectful dialogue and problem solving.
- Members will also fill a role on either the School/District Professional Development Committees or the School Council.
- Topics that may be subject to or related to the contract or negotiations will not be considered by this team.
- Faculty Senate will have Co-Chairs, including one (1) Administrator and one (1) Teacher.
- Anyone is able to add agenda items to be discussed, and minutes will be shared.

ARTICLE VII

LEAVES OF ABSENCE WITH PAY

A. PERSONAL LEAVE

1. Teachers may use up to three (3) personal days each school year. Personal days may be taken in ½ day increments. Unused days shall not accumulate from year to year.
2. When possible, teachers desiring to use a personal day shall submit a request in writing to the principal forty-eight (48) hours in advance of the requested day for the principal's approval.
3. Individual employees shall be responsible for adhering to professional standards in determining the purpose for which personal days may be used. The parties agree that professional standards preclude the use of personal days to extend a holiday or vacation period. However, a teacher may discuss with the Superintendent the use of personal days before or after a holiday or vacation period due to personal and/or extenuating circumstances.

The Superintendent may grant personal leave for this purpose as the Superintendent deems to be in the best interest of the school system.

B. SICK LEAVE

1. Teachers shall be eligible for fifteen (15) days sick leave each contract year. Such leave may be accumulated up to one hundred seventy-five (175) days. Teachers shall be eligible for fifteen (15) days sick leave each contract year, subject to a teacher not carrying over more than 175 sick days from one year to the next. However, no such teacher may accumulate any additional sick leave until such time as the teacher's sick leave is less than the maximum accumulation permitted and may only accumulate sick leave up to the maximum limit.
2. In certain circumstances, the Superintendent may request an explanation from a teacher who has been on sick leave.
3. The Superintendent will notify teachers of their accumulated sick leave on or about October 1 of each year.

C. SICK LEAVE BANK

1. The purpose of the Sick Leave Bank is to provide extended sick leave coverage to any teacher with professional teacher status who has exhausted the teacher's sick leave and who is a member of the Sick Leave Bank pursuant to Paragraph B, below. A teacher may access the Sick Leave Bank for absences due to or resulting from an extended and/or serious injury, illness, or disability.
2. All applications for the use of sick days from the Sick Leave Bank shall be made on the agreed form. Applications shall be forwarded to the Superintendent of Schools for the attention of the Sick Bank Committee via a building representative of the Association. The Sick Bank committee shall consist of two representatives of the Association, the Superintendent of Schools and the District Business Official. The Association's two members will generally be the Chairperson of the Welfare Committee and one member of the Welfare Committee who teaches in the same school as the applicant.

3. All requests for the use of sick days from the Sick Leave Bank shall be directed to the Sick Leave Bank Committee. The Sick Leave Bank Committee may approve a request for the use of sick leave days in an amount up to twenty (20) days. This limit may be waived by the Sick Leave Bank Committee, in circumstances where it is evident from the initial application that the applicant's illness, injury or disability will extend beyond twenty (20) days. The total grant of Sick Leave Bank days shall not exceed the length of the work year per illness/ injury or disability. A request for the use of sick bank days must be accompanied by an application and medical documentation. Any requests for an extension of sick leave bank benefits must be accompanied by a new application and current medical documentation. Copies of the required forms are attached at Appendix F1 and F2.
4. In acting upon requests for sick days from the Sick Leave Bank, the Sick Leave Bank Committee shall utilize the following criteria:
 - a. Adequate medical evidence;
 - b. Prior utilization of sick leave and/or the Sick Leave Bank; and
 - c. Reasons for and propriety of prior use of sick leave.
5. In order for a member to be eligible for sick leave bank benefits in a successive school year, the teacher must return to work for a period of time at least as long as the period for which the member received benefits. The Sick Leave Bank Committee may waive this provision in extraordinary circumstances.
6. The decisions of the Sick Leave Bank Committee are final and not subject to the Grievance and Arbitration Procedure.
7. When the Sick Leave Bank drops below two hundred (200) days, all members of the Sick Leave Bank must contribute one (1) day of sick leave to the Bank on the first workday of the following month. In no case shall the Bank be allowed to exceed five hundred (500) days.
8. Any member currently receiving Sick Leave Bank benefits may continue to be eligible for Sick Leave Bank benefits even though the Bank drops below two hundred (200) days, and the member does not have a day to contribute to the Sick Leave Bank. The member will automatically have a day of sick leave deducted and contributed to the Bank as soon as the member has earned a sick day.

D. BEREAVEMENT

A teacher shall be entitled to the following number of days with pay under the following circumstances as bereavement leave:

Five (5) days - Spouse, significant other, sibling, child, and parent.

Three (3) days - Parent-in-law, grandchild, grandparent, and member of teacher's household.

Two (2) days - Cousin, uncle, aunt, niece, nephew, and sibling-in-law.

One (1) day – Close personal friend,

Other bereavement leave may be granted, on a case-by-case basis, upon the approval of the Superintendent.

E. PROFESSIONAL

Upon the recommendation of the principal and the approval of the Superintendent, a teacher may be granted professional leave with pay for the purpose of attending conferences or meetings, visiting other schools, conducting training at workshops and other similar professional activities. The teacher shall request such leave in writing forty-eight (48) hours in advance. In addition, the teacher shall report on the leave at a faculty meeting, department meeting or to the principal when appropriate.

F. ASSOCIATION

There shall be a pool of ten (10) days leave with pay each contract year for employees designated by the TRTA to attend conferences and/or meetings of the MTA and/or the NEA. Such leave shall be granted upon the recommendation of the principal and the approval of the Superintendent. Additional days of leave may be granted by the Superintendent.

G. JURY DUTY

In the event that a teacher is called for jury duty, the teacher shall be paid the difference between the teacher's regular pay and the jury stipend, if any.

H. SABBATICAL

After seven (7) years of service to the District's schools, a teacher may apply for a one-year sabbatical leave at one half (½) pay or a half-year sabbatical at full pay. The Superintendent must receive a request, accompanied by a project outline, no later than December 1 and action must be taken on all such requests no later than February 1 of the school year preceding the September for which the sabbatical leave is requested. No more than 3% of the PTS staff will be absent on sabbatical at any given time. Upon completion of a Sabbatical Leave, a teacher must return to employment for no less than one (1) full year. Upon completion of a Sabbatical Leave, a teacher shall be placed in the same or similar position and on the salary schedule as if no leave had been taken. Granting of any request for sabbatical leave shall be at the sound discretion of the Superintendent.

I. RELIGIOUS OBSERVANCES

Teachers may request release time from classroom responsibilities due to religious obligations, and will meet with the Superintendent to discuss the date and duration of the request. This request should be made as early as possible to facilitate the scheduling of substitute teachers as necessary. The request will be granted at the discretion of the Superintendent.

J. OTHER

The Superintendent may grant such other leaves as the Superintendent deems to be in the best interest of the school system on either a paid or unpaid basis.

ARTICLE VIII
LEAVES OF ABSENCE WITHOUT PAY

A. GENERAL PROVISIONS CONCERNING UNPAID LEAVES OF ABSENCE

1. All benefits to which a teacher was entitled at the time a leave of absence commenced, including unused accumulated sick leave, shall be restored to the teacher upon return from said leave. An unpaid leave of absence, except as provided under Paragraph B above, shall not be credited toward seniority.
2. Upon the teacher's return from an unpaid leave of absence, the teacher shall be assigned to the same or comparable position, unless such position has been impacted by a Reduction in Force during the period of the teacher's leave of absence.
3. A teacher on an unpaid leave of absence may continue to participate in the group health insurance plan, provided that the teacher pays 100% of the monthly premium by the date each month as required by the District. This provision shall not apply to those teachers on FMLA leave.
4. All requests for a leave of absence or for an extension of such leave, as well as the decision on the request, shall be in writing. A leave of absence shall generally be for one (1) school year, and any extension shall generally be for one (1) school year. This provision shall not apply to those teachers on FMLA leave.
5. A teacher on a leave of absence shall notify the Superintendent, in writing, by April 1 of the year the teacher is to return, of the teacher's intention to return to work on the first school day following the conclusion of the teacher's leave of absence. This provision shall not apply to teachers on FMLA leaves of absence.
6. All leaves of absence shall be recorded through the AESOP program or equivalent facility, with as much notice given as is practicable.

B. MARRIAGE

A leave of absence of up to ten (10) days may be granted to any teacher for the purpose of getting married.

C. PEACE CORP OR TEACHER EXCHANGE

A leave of absence of up to two (2) years may be granted to a teacher who joins the Peace Corps or serves as an exchange teacher, and is a full-time participant in either of such programs. Pursuant to 38 U.S.C. §2024(d), a leave of absence shall be granted to any teacher who is inducted into any branch of the armed forces of the United States or whose reserve unit is called to active duty. Upon return from such leave, a teacher shall be placed on the salary schedule at the level the teacher would have achieved if the teacher remained actively employed in the system during the period of his/her leave of absence. Further, time spent on such leave, shall be credited toward seniority for all purposes under the terms of this Agreement.

D. FROM FULL TIME TO PART TIME

A leave of absence from a portion of a teacher's full-time position, so that the teacher can work on a part-time basis, may be granted. A teacher granted such leave shall accrue seniority and other benefits on a pro-rata basis during the period of the leave of absence.

E. OTHER

Other unpaid leaves of absence may be granted to a teacher. Examples of other such unpaid leaves of absence, include, but are not limited to, leave for the purpose of study/research, leave for elective office and leave for full-time participation in the activities of the Association or the Massachusetts Teachers Association.

F. FAMILY MEDICAL LEAVE ACT (FMLA)

A teacher shall be entitled to up to twelve (12) weeks of unpaid leave pursuant to and subject to the terms and conditions of the Family Medical Leave Act of 1993 (FMLA) and the FMLA policy of the School Committee.

G. FMLA LEAVE FOR SERIOUS HEALTH CONDITION

1. An eligible employee may be entitled to up to twelve (12) weeks of unpaid leave of absence per contract year due to the employee's own serious health condition or the serious health condition of a member of the employee's immediate family. Fact sheets from the Department of Labor, which describe the terms of this leave, are available from the Superintendent's offices.
2. An eligible employee shall apply in writing for such leave at least four (4) weeks in advance of such leave, unless extenuating circumstances prevent such notice, in which case the employee shall provide as much notice as possible. As part of the application, the employee shall submit certification of health care provider.
3. While an employee is on approved FMLA leave, the District shall continue its contribution toward the employee's health insurance provided that the employee makes timely contribution toward the employee's insurance premium.

H. PARENTAL LEAVE OF ABSENCE

1. Maternity Leaves
 - a. As soon as practicable after the female employee determines that she is pregnant, she shall inform the building principal.
 - b. The female employee shall notify the Superintendent, in writing, at least thirty (30) school days prior to the probable date said leave or disability is to commence or as soon as is practicable.
 - c. For those employees who have not completed one (1) full academic year of service, but who have completed more than three (3) months of service, a maternity leave of absence will be granted for an eight (8) week leave of absence pursuant to G.L.c. 149, Section 105D, for which accumulated sick leave may be applied due to the period of disability due to childbirth and the recovery there from.
 - d. An employee may request a maternity leave of up to twelve (12) weeks duration pursuant to the Family Medical Leave Act of 1993 (FMLA Leave). A female employee is entitled to use sick leave benefits for certified disability resulting from childbirth and recovery there from during the period of this leave for usually up to eight (8) weeks as paid sick leave. The remaining time will be unpaid as FMLA Leave with the District continuing its contribution toward the employee's health insurance premium provided that the employee makes timely payment of the employee's contribution toward the health insurance premium.

Any school vacation and holiday time will not count against the eight (8) or twelve (12) week period and the time will not be deducted from the teacher's accumulated sick leave.

2. Parental Leave of Absence

- a. In order to qualify for the parental leave of absence, the employee must have completed one (1) full academic year of continuous service.
- b. As soon as practicable after the female employee determines that she is pregnant, she shall inform the building principal.
- c. A parental leave of absence shall be granted upon request to any qualifying employee for the purpose of giving birth to and/or rearing a newly born infant. Further, a parental leave of absence shall be granted upon request to any qualifying employee for the purpose of the adoption, the foster placement, and/or rearing of a newly adopted or newly placed foster, child seven (7) years or younger, or in the case of a child who is physically or mentally handicapped, twenty-two (22) years or younger.
- d. The employee shall notify the Superintendent, in writing, at least thirty (30) school days prior to the probable date said leave or disability is to commence, or as soon as is practicable. At the time of the notification, the employee shall select, in writing, one of the following options, if applicable:
 1. Extended leave without pay of up to one (1) year. A female employee entitled to use sick leave benefits for certified disability resulting from childbirth and recovery there from during the period of this leave for usually up to eight (8) weeks as paid sick leave. Up to the first twelve (12) weeks shall be considered leave pursuant to the Family Medical Leave Act (FMLA). While on the FMLA leave, the District shall continue its contribution toward the employees' health insurance premium, provided that the employee makes timely payment of the employee's contribution toward the health insurance premium. The remainder of the leave will be on an unpaid basis. The employee may continue health insurance coverage during the leave provided that the employee pays 100% of the monthly premium. An employee on an unpaid, non-FMLA leave of absence may continue the employee's insurance coverage during the leave of absence provided that the employee pays 100% of the monthly premium.

Any school vacation and holiday time will not count against the period of the absence and the time will not be deducted from the teacher's accumulated sick leave.

2. An unpaid leave of up to twelve (12) weeks duration pursuant to the Family Medical Leave Act (FMLA). The District will continue to pay its contribution toward the employee's health insurance premium, provided that the employee makes timely payment of the employee's contribution toward the health insurance premium.
3. An employee on an extended leave may return to work at the beginning of a school year or the beginning of the second semester for middle and high School teachers and a trimester for elementary school teachers and integrated arts teachers in the middle School.
4. An employee on leave shall retain all rights held prior to such leave; however, the teacher shall not advance in increment unless the teacher taught at least 91 days of the school year in which the leave commenced.

ARTICLE IX

INSURANCE BENEFITS

PREMIUMS

Health and dental insurance arrangements shall be established through the Public Employee Committee.

A. LIFE INSURANCE

Members of the bargaining unit shall be entitled to participate in life insurance programs offered through Boston Mutual or the equivalent thereof.

ARTICLE X
COMPENSATION

A. GENERAL PROVISIONS

1. Teachers shall be paid in twenty-six (26) equal installments on a biweekly basis. Teachers shall have the option of having their summer pay provided to them in a lump sum amount at the end of the school year, provided that the teacher has indicated preference for this option in writing prior to May 15 of each contract year.
2. The per diem rate for teachers shall be 1/183 (1/184 for teachers new to the District) for the 2017-2020 school years.
3. Part-time teachers shall be paid at the appropriate proportion of a full-time teacher's salary. Hours of part-time teachers shall be contiguous to the degree possible.
4. Salary Adjustment:
Year 1 (2017/2018): 2% on salary with movement on steps. No change to stipends
Year 2: (2018/2019): 2.75% salary and stipends, with movement on steps
Year 3: (2019/2020): 2.5% salary and stipends, with movement on steps
5. During the 2017-2018 school year, a subcommittee on Stipends will be created to review and make recommendations on changes and update to the athletic and non-athletic stipends. Included in the athletic stipend review will be additional compensation for tournament play. The subcommittee will present its recommendations by May 2019. The Committee agrees to review the stipends for potential increase in the final year of the agreement.
6. The stipend for Faculty Senate was created in this contract, replacing the Leadership Council, and shall be set at an annual stipend of \$2,000 for members appointed.

B. PROGRAM COORDINATORS, TEAM LEADERS & CONTENT SPECIALISTS

Teachers who serve as Program Coordinators, Middle School Team Leaders, and Middle and Elementary Content Specialists shall be paid an annual stipend pursuant to Appendix B. Job descriptions for these positions can be found in Appendix H.

1. Program Coordinator Positions may be for the areas of English, Mathematics/Computer Science, Social Studies, Science/Technology, Foreign Language, Physical Education/ Health/ Family and Consumer Science, Business and Library Media and Visual and Performing Arts.
2. The Superintendent may require the following positions to work beyond the teacher's work year. In the event any of these positions are so required, the teacher shall be paid for each such day at the per diem rate of the teacher's salary. These positions include: Guidance Counselors, Program Coordinators, Middle School Team Leaders, Middle and Elementary School Content Specialists.

- It is recognized that certain teaching positions may require additional time beyond the school year to fulfill their professional duties. If required by the Superintendent, the following positions will be assigned to work an extended work year of the indicated number of days (adjusted to their current full-time equivalent status), to be compensated on a per-diem basis:

| | |
|---|---------|
| Middle and High School Guidance Counselor | 10 days |
| Program Coordinator | 5 days |

C. COACHES

Coaches at the secondary level shall be paid an annual stipend pursuant to the schedule contained in Appendix C. Coaches' Handbook work group will prepare a proposed Memorandum of Understanding on or before July 1, 2014 to be presented to the TRTA Executive Board and the School Committee for approval.

Hiring of Coaches:

- All coaches whose contracts have been completed will submit their Letter of Intent to Return (Appendix H) to the building principal within ten (10) school days after the final competitive event. Within ten (10) school days of receipt of the letter of intent, the building principal must notify the coach of the status of rehire. If the coach is not notified within the ten (10) day time frame then the coach is automatically rehired. The non-renewed coach has the option to request a meeting with the principal to discuss the decision not to renew.
- Coaching positions will be appointed by the building principal on an annual basis. If the coach is not rehired for the position, posting, interviewing and selection of coaches pursuant to the *Vacancies* provision shall be conducted.
- The District reserves the right to place a coach new to the position in any one of the "Years of Service" columns.

4: Athletic Coach Evaluation Tool and Process:

In order to insure successful growth of athletes and programs, the Triton High School Athletic department will conduct evaluations of coaches throughout the season.

Head Coaches

Head coaches (varsity, junior varsity or freshman) will be evaluated by the athletic director four (4) times throughout the season; one (1) game at the beginning of the season, one (1) game at the end of the season and two (2) practices. The athletic director will observe half of a competition and thirty (30) minutes of a practice. The athletic director and the coach will meet within five (5) school days of the evaluation to review the document.

Prior to the last evaluation meeting, head coaches will use the evaluation tool and perform a self-assessment to be discussed at the final meeting with the athletic director. Athletic Coach Evaluation Form will be included in the coaches' handbook.

Assistant Coaches

Assistant coaches will be evaluated by the head coach at the end of the season. The head coach will discuss the evaluation with the assistant coach within five (5) school days of the evaluation. Should the athletic director deem it necessary to conduct an evaluation prior to the end of the season, the athletic director should perform that evaluation. Athletic Coach Evaluation Form will be included in the coaches' handbook.

D. STIPEND POSITIONS

1. Teachers appointed to stipend positions at all levels shall be paid an annual stipend pursuant to the schedule contained in Appendix D.
2. All those appointed to stipend positions will submit their notification of intent to the building principal within ten (10) school days after the final competition/meeting/activity event. Within ten (10) school days of receipt of the letter of intent, the building principal must notify the teacher of the status of rehire. If the teacher is not notified within the ten (10) day time frame then the teacher is automatically rehired. The non-renewed teacher has the option to request a meeting with the principal to discuss the decision not to renew.
3. For yearlong stipend positions, Letter of Intent to Return (Appendix I) will be submitted by May 15th each year.
4. Stipend positions will be appointed on an annual basis. If a stipend position is open, posting, interviewing and selection of teachers for stipend positions pursuant to the Vacancies provision shall be conducted.
5. At the discretion of the teachers, stipend positions and compensation may be shared by two (2) people with the consent of the principal.

E. EXTRA-CURRICULAR RESPONSIBILITIES

Teachers performing extra-curricular responsibilities at all levels shall be paid an annual stipend pursuant to the schedule contained in Appendix D. Extra-curricula positions will be advertised on a yearly basis. It is presumed that incumbents are applicants for the position. Interviewing and selection of teachers for extra-curricula positions pursuant to the Vacancies provision shall be conducted only if there are additional applicants besides the incumbent.

F. LONGEVITY

1. Longevity payments shall be paid to eligible teachers in a lump sum check in the first paycheck of December of each contract year according to the following schedule:

Years of Continuous Service to the District Schools

| | |
|----------------|---------|
| After 10 years | \$1500 |
| After 15 years | \$2050 |
| After 20 years | \$2700 |
| After 25 years | \$3725 |
| After 30 years | \$4000 |
| After 35 years | \$5,500 |

2. Authorized unpaid leaves of absence do not destroy continuity of service in determining longevity compensation, but such leaves of absence shall not be counted towards years of service.
3. Part-time teachers shall be paid at the appropriate proportion of a full-time teacher's longevity compensation.
4. Retirees will receive lump sum payment with their final check.

G. DETENTION DUTY

In the event that no teacher applies for the positions of detention supervisor or assistant detention supervisor, a teacher may be assigned the above responsibilities at the listed stipend. Volunteers will be sought before a teacher is assigned this responsibility.

H. GRANDFATHERED COLUMNS

The B+30 and M+15 salary columns (See Appendix A) have been grandfathered as of the close of the 2007-2010 contract. No teacher will be able to move to these columns as of August 31, 2010. Newly hired teachers are not eligible for the B+30 or M +15 salary columns.

I: MENTOR TEACHERS AND MENTOR TEACHER LEADERS

Mentor Teacher Leaders will receive \$500 each.

I: SUMMER, WEEKEND AND OTHER OPTIONAL EMPLOYMENT:

1. Full time teachers may apply to be employed for additional working days during the summer months. Under special circumstances, the optional employment may be arranged for some other time with the agreement of the teacher and the superintendent.
2. Payment for this service will be at the rate of \$40.00 per hour for programs

NOTE: The parties agree that the minimum rates for grant programs be as set forth above. In the event that the parties agree to any higher rate(s) for a grant program, it is understood that such higher rate(s) will be set forth in writing and will be subject to ratification by the school committee and the association.

ARTICLE XI

DEDUCTIONS

A. PAYROLL DEDUCTIONS

The District, whenever authorized by any teacher in writing, shall provide that payroll deductions on behalf of such teacher shall be made and paid in accordance with such authorization for any or all of the following purposes:

1. Purchase of United States Savings Bonds.
2. Triton Regional Teachers' Association, Massachusetts Teachers' Association, and National Education Association dues.
3. Premiums under any group medical, dental, or insurance policies.
4. Premiums under any annuity contract purchased by the teacher.
5. Credit union deductions.
6. Section 125 plans.
7. Triton Regional Teachers' Association Scholarship Fund.

B. 403(B) PLAN

1. A newly enrolled employee may select an annuity from the current carriers of the District unless the employee is enrolled in an annuity carrier elsewhere. The District will contribute up to a maximum of \$500 (pre-tax) during 2011-2014, in contribution matching. The employee may contribute more if the employee chooses to do so.
2. The District will not be responsible for any additional costs beyond the District's contribution for the duration of the contract.
3. Members may elect to join the 403(b) plan. An open enrollment period will run from July 1 to October 31 annually to allow members to join the 403(b) plan. Teachers wishing to participate in the 403(b) must complete an application by October 31, and be committed to contribute up to \$500 in contributions.

ARTICLE XII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. IN SERVICE TRAINING

Teachers shall be required to meet the following in-service training requirements; such trainings as the Superintendent and Principal, may prescribe for the purpose of increasing teacher competency in a given area. These, when offered locally, will be at the Committee's expense. When such cannot be offered locally, the committee shall reimburse the teacher for the cost upon receipt of evidence from the teacher of successful completion.

Other than at the start of the year prior to the arrival of students, professional development will not be scheduled during September unless mandated by an outside agency or agreed by faculty.

The district will brief outside presenters on staff background knowledge with the aim of avoiding unnecessary duplication and ensuring relevance.

Teachers may request a waiver from attendance at scheduled professional development from the Principal (a) if it is not pertinent to the current or future responsibilities of the teacher, or (b) subject to the teacher satisfying the Principal that the teacher is familiar with and is applying the scheduled professional development.

Professional development opportunities will be posted through My Learning Plan or equivalent facility. Teachers will document the completion of 12/1 approved activities and courses within thirty (30) days of completion.

B. REIMBURSEMENT

Teachers shall be reimbursed for the cost of the tuition only for college courses, or other educational consortiums or certificate programs, that they have successfully completed which were approved in advance by the Superintendent, and are related to the teacher's subject matter area, with a limit of seven hundred fifty dollars (\$750) each contract year, per teacher. All courses shall be taken at or sponsored by an accredited institution of higher learning, or approved consortium or institution. The provision of this section shall not apply to courses taken when a teacher is on sabbatical leave.

During the 2017 - 2020 school years, the Committee will budget a minimum of \$30,000 for tuition reimbursement. The Committee recognizes that this amount is insufficient and will strive to provide additional funds as they become available. The Committee will review the usage annually to assess the need for additional funds.

Access to available funds as outlined above will be broken into three (3) rounds. Funds will be reserved for reimbursement based upon the date of teacher submission of course approval through the MLP system (or its equivalent). Should the total amount of requested reimbursements exceed the aggregate amount listed below for the specific round, a wait list will be maintained. In the event that a teacher does not complete the requirements for reimbursement within the agreed time frames, the next teacher on the waitlist for that round will be reimbursed and continue until the aggregate is exhausted.

If the total requests for reimbursement for the first round are less than the total amount allocated for that round, the remaining balance shall carry forward and be included in the total amount available for the 2nd round. Subsequently, if the requests during the second round do not exhaust the total available, the balance of

remaining funds shall transfer to the third and final round. If there are funds remaining at the end of the fiscal year, those balances will not carry forward into the next fiscal year.

It is imperative that timelines are adhered to in order for this system to work fairly and equitably. As such, teachers are required to submit initial and follow up information/documentation according to the timelines outlined below. Failure to meet timelines will disqualify the teacher from receiving reimbursement for courses taken, even if they were previously approved.

Round I: (\$15,000 in Funding Available)

- Courses started and completed between July 1 and August 31st
- Approval Request Due: Between April 1st and the start of the course
- Completion Documentation Required: By October 15th
- Unused balance released to Round II on October 16th

Round II: (\$7,500 in Funding Available)

- Courses started and completed between September 1st and December 31st
- Approval Request Due: Between July 1st and the start of the course
- Completion Documentation Required: by February 15th
- Unused balance release to Round III on February 16th

Round III: (\$7,500 in Funding Available)

- Courses started and completed between January 1st and June 30th
- Approval Request Due: Between November 1st and the start of the course
- Completion Documentation Required: by July 31st

This process will be reviewed following the first year of implementation.

C. ADDITIONAL EXPENSES

The Superintendent shall pay the reasonable expenses (including fees, meals, lodging and transportation) incurred by teachers who attend workshops, conferences, or other professional improvement sessions at the request and/or with the advance approval of the Principal and Superintendent. When such attendance is required during school time, the teacher shall be released from duty without loss of pay.

D. MOVEMENT ON THE SALARY SCALE

Movement horizontally on the salary schedule shall be subject to the following terms and conditions:

1. Request for approval for credit must be made in writing to the Superintendent prior to taking the course. The granting of such approval shall be within the discretion of the Superintendent.
2. A teacher obtaining the requisite amount of approved credits shall be moved horizontally on the salary schedule at the beginning of the next school year following the school year in which the credits are obtained and with notice of the lane change to the superintendent by December 15th of the year before the change is to take effect.
3. All credits must have been earned in a fully accredited institution, through an in-service program and/or an organization recognized and approved by the Superintendent.

E. 12/1 CREDIT

Upon prior approval by the Superintendent of Schools and successful completion of an approved study or work program, credit will be applied towards horizontal movement on the salary schedule on the basis of 1 in-service credit for 12 hours worked outside of the school day.

Approved study or work programs shall include, but not be limited to activities that will be of long-term benefit to the district and the teacher:

- a) Professional Development at post-graduate levels that are related to the teacher's professional development goals and the goals of the district or the development of (but not repeated delivery) of a professional development program for district staff.
- b) Curriculum development that involves the creation and design of learning programs or experiences for students that relate to the school's improvement plan and the district's development plan.
- c) Participation in committees that may be established from time to time by the Superintendent of Schools that are of strategic importance to the district.

Horizontal movement on the salary scale under this section is conditional upon:

- a) The teacher making application and receiving approval prior to commencing the project through the Principal, whose responsibility is to confirm that the proposal is aligned with the teacher's professional development goals;
- b) The teacher demonstrating satisfactory completion of the project with verification of the hours worked outside of the school day.
- c) The Superintendent of Schools approving 12/1 credit proposals upon receiving advice from a District professional Development Committee comprised of: Chief Academic Officer - Chairperson, Principals, and a teacher from each school to be nominated by the TRTA.

The denial of any approval required shall not be subject to challenge. However, the reason(s) for the denial shall be provided to the teacher.

12/1 Credit Program will be amended with no grandfathering of existing committees. However, existing committees meeting outside of school hours not deemed eligible for 12/1 credit will receive \$40/hour upon approval. The committees that are eligible for the \$40/hour will be developed and agreed to jointly by the Superintendent and the Association each May.

F. SHELTERED ENGLISH IMMERSION (SEI) ENDORSEMENT:

The Commonwealth of Massachusetts requires that all Core Academic Teachers (CAT's) who have an English Learner (EL) placed in their classroom to receive a MA Sheltered English Immersion (SEI) Endorsement within one year of placement. The District will make every effort, pursuant to 603 CMR 14.00 and Department of Elementary and Secondary Education guidance, to place a newly enrolled or identified EL student in a classroom with an SEI endorsed teacher. However, the final decision on placement will be made by the District, and shall be based on the best interest of students.

The district will provide all CAT's who have an EL placed in their classroom with the opportunity to enroll in an SEI course within the one year time frame, offered locally within the district, and at no cost to the teacher. In the event the course enrollment numbers do not meet the minimum requirement for the District to run the course, the District will cover the cost of the course at an alternative location outside of the district. It is the teacher's responsibility to complete the course and receive the endorsement when offered, as prescribed by 603 CMR 14.00.

In addition to CAT's who are required to take the course because of placement and within the time-frame requirement, the District will offer enrollment in the course based on available seats on a first come, first serve basis for anyone wishing to receive the endorsement, but is not yet required. This is being done with the anticipation that it will ultimately be a requirement on each teacher to hold the endorsement, regardless of the students who are placed in his/her classroom.

The schedule for classes for the following year will be reviewed with the TRTA prior to June of each year. Every attempt will be made to offer the course on different days of the week for the Fall and Spring sections.

ARTICLE XIII

REDUCTION IN FORCE

A. DEFINITIONS

The following rules shall apply in the determination of which teachers are to be laid off in the event a reduction in the number of professional teacher status teachers is deemed advisable by the Superintendent and the Committee.

1. Teachers with professional teacher status shall not be dismissed if there is a teacher without professional teacher status whose position the professional status teacher is qualified to fill.
2. The Superintendent, with the Principal, shall determine which professional status teachers shall be laid off in the accordance with the following rules:
 - a. Seniority, evaluations, the best interest of the students and qualifications shall determine those professional status teachers to be laid off. When all things are considered substantially equal with respect to teachers' qualifications, the best interest of students, and evaluations as evidenced by the teachers' past two (2) summative overall evaluations ratings and with evaluation ratings of Proficient and Exemplary being considered equal, then the least senior PTS teacher will be laid off first.
 - b. Seniority as used herein shall mean length of continuous service at the Triton Regional High School and its feeder schools as of September 1971 and all continuous service at each of the elementary schools. All previous seniority accrued by less than full-time teachers at the elementary level shall be grandfathered as if it were full-time service. Part-time service shall not equal full-time service in terms of credit for seniority purposes as of the date of execution of this Agreement. Rather, the amount of credit shall equal the pro rata percent payment received on the salary schedule.
 1. An authorized unpaid leave of absence shall not disrupt continuity of service. However, such time shall not be credited for purposes of seniority, except as herein provided.

2. A Seniority List for the Triton Regional School District will be maintained by the Administration in consultation with the Association.
- c. The Superintendent, with the Principal, may assign whatever weight desired to the aforementioned criteria, provided that the decision is based on said criteria, is uniformly applied throughout the District, and that the Superintendent reviews all of said criteria.
- d. Nothing in this agreement shall prevent a professional teacher status teacher from volunteering for layoff and the Superintendent from agreeing to layoff such volunteer.
- e. The rate of pay of a professional status teacher shall not be considered in determining which professional status teacher will be laid off.
- f. Professional teacher status teachers who are to be laid off under the provisions of this Article shall be notified as soon as possible after approval of the budget, but in no case later than June 15 of the year in which the layoff is to be effective. If the budget is reduced after the June 15th date and layoffs are necessary; notification will be given within five (5) days of the decision, in writing to the teacher and copied where applicable, to the program coordinator.

B. NOTIFICATION - OPTION - STANDARD OF REVIEW

1. The Superintendent, in the event of a contemplated reduction in force will notify the professional status teacher to be laid off and will advise the Association as to which professional teacher status teachers the Superintendent will layoff, hereinafter called an "affected teacher." The Association and the affected teacher, upon receipt of such notification, shall have the right, upon request made to the Superintendent within five (5) school days of such notification, to meet and confer with the Superintendent concerning the proposed layoff, which meeting shall take place within ten (10) school days of the Superintendent's receipt of such request.
2. The Association, within five (5) school days of the meeting with the Superintendent, shall advise the Superintendent, in writing, as to whether it agrees or disagrees with the Superintendent's decision. In the event of disagreement, specific reasons shall be set forth.
3. The affected teacher shall be granted the following option:

To elect an unpaid leave of absence status during the period of layoff, in lieu of dismissal, without challenge of the Superintendent's decision. The leave of absence shall be for the duration of the recall period. Upon expiration of the recall period, the teacher shall be considered to have resigned. A resignation, subject to the conditions outlined herein, and in the form attached hereto as Appendix E, shall be filed with the notice of election.

The exercise of the foregoing option shall be subject to the affected teacher's waiver of rights under G.L. c. 71, as well as any other statutory provision providing for a challenge to a layoff, and the grievance and arbitration provision. The option must be exercised and received by the Superintendent by ten (10) days following the aforesaid meeting and must be on the form attached to this Agreement as Appendix E.

4. In the event the affected teacher elects to challenge the Superintendent's decision, the teacher may elect to seek review under the procedures contained in G.L. c.71, §42.

C. RECALL

1. A professional teacher status teacher who elects the option under Section 2C of this Article shall have recall rights, as hereinafter provided, for two (2) years from September 1st following the date of layoff. Vacancies to which appointments are made within said two (2) year period but which teaching actually commences after said two (2) year period shall not be considered within the teacher's two (2) year recall period.
2. In filling positions, which become vacant on other than a temporary basis within the separate units whenever professional teacher status teachers have recall rights under this Article, such vacancies shall be filled in the following manner:
 - a. No new teacher shall be hired for a position when there is a teacher who is on the list for the unit in which the vacancy occurs and who, in the judgment of the Superintendent, is qualified to fill such position.
 - b. As among professional teacher status teachers with recall rights the Superintendent shall recall in accordance with the rules set forth in Section 1B supra.
3. Recall notices shall be sent by certified or registered mail to the laid off teacher's or leave of absence teacher's, as the case may be, last known address, with a copy of such notice being sent to the Association. The recalled teacher shall have two (2) weeks after the receipt of the notice to accept the recall. In the event the recalled teacher does not accept the recall, all recall rights shall terminate.
4. If the Association believes that Section 3, Paragraph B of this Article has been violated, it must notify the Superintendent in writing within five (5) days of the date it receives a copy of the notice to the person recalled. If the dispute is not resolved within five (5) days thereafter, the Association may appeal to the Superintendent in writing. If the dispute is not resolved within fourteen (14) school days after the appeal is received by the Superintendent, the Association may seek arbitration.
5. Professional teacher status teachers who elect the option under Section 2C of this Article shall be entitled to retain their group membership in the Triton Regional District group insurance plans, subject to the terms and condition thereof, provided:
 - a. They pay 100% of the premium cost, and
 - b. The applicable carrier(s) does (do) not prohibit such inclusion.

The right of continued participation as provided in this paragraph shall continue for the duration of their recall rights.

6. A professional teacher status teacher recalled under the Article shall be credited with all of the benefits to which the teacher was entitled prior to the teacher's layoff, as the case may be, including accumulated sick leave and shall be placed one (1) step higher on the salary schedule (unless previously on maximum) than the teacher occupied upon receipt of notice of termination or exercise of option, as the case may be, provided the teacher would have advanced to such step had the teacher not been laid off. Seniority and other benefits shall not accumulate during the period of time the teacher is on recall.

ARTICLE XIV

VACANCIES AND POSTINGS

1. In the event that the District determines that a vacancy in any teaching, special or extracurricular position exists, or a new teaching, special or extracurricular position is created, or should be filled, the position shall be posted throughout the District prior to its being advertised outside the District. Every interested teacher shall have the opportunity to apply.
2. Current employees who apply for the position shall be given consideration prior to an outside applicant.
3. In selecting the successful candidate, the District shall consider the professional background and attainments of the applicants, as well as length of service in the District's schools, if any.
4. This article shall not preclude a principal, with the approval of the Superintendent, and/or the Superintendent, from transferring a current employee into a position without complying with the provisions of this Article.
5. If the vacancy occurs during July or August, the Superintendent shall, in lieu of the posting, notify the President of the Association and building representatives.

ARTICLE XV

GENERAL PROVISIONS

A. NON-DISCRIMINATION

The School District and the Association shall not discriminate against any bargaining unit employee on the basis of race, color, religion, age, marital status, sex, qualified disability/handicap, sexual preference, or participation or non-participation in lawful Association activities.

B. TEACHER PROTECTION AND LIABILITY

1. No teacher with professional teacher status shall be disciplined, discharged, suspended, reprimanded in writing, or denied normal advancement on the salary schedule without just cause. The Association recognizes the right of the Administration for privately reprimanding a teacher. Any teacher so reprimanded has the right to Association representation.
2. No teacher shall be suspended or discharged unless in conformance with the provisions of G.L. c.71, §42 and 42D, as applicable.

C. CONSULTATION ON PROFESSIONAL CONCERNS

1. The Superintendent shall meet at least three (3) times during the school year on mutually agreeable dates with representatives of the Association's Executive Board for the purpose of discussing issues of mutual concern in order to maintain a good working relationship. Other members of the Association and/or Administration may be present at either party's request.

At the request of either party, the reorganization of Program Coordinators, Team Leaders, and Elementary Content Specialists may be the subject of discussion and review during any *Consultation on Professional Concerns*.

2. Consultation on Professional Concerns

The principal at each building will meet at least monthly during the school year on mutually agreeable dates with representatives of the Association's Executive Board for the purpose of discussing issues of mutual concern in order to maintain a good working relationship. Other members of the Association and/or administration may be present at either party's request.

D. RESIGNATION

A teacher shall give thirty (30) days' written notice to the principal and the Superintendent if the teacher intends to resign.

E. SAVINGS PROVISION

In the event that any provision of this Agreement is or shall be found to be contrary to law, all other provisions of this Agreement shall continue in effect.

F. CORI REPORTS

"In compliance with the provisions of Chapter 385 of the Acts of 2002, the Superintendent of Schools shall request and review CORI checks. Such checks shall take place not more than once every three (3) years. Employees shall be made aware that CORI reports concerning them are being requested and when such request is actually made. Employees shall be made aware that, upon request, they shall be provided with a copy of the CORI report received by the Superintendent. All CORI checks shall be kept in a separate secure file maintained in the office of the Superintendent. Upon retirement or termination of employment, an employee may request in writing that the employee be given their reports. Such reports shall be provided to the employee within ten (10) days of the request. After review of a CORI report, the Superintendent, if the Superintendent deems it necessary, may meet with the employee who may, at such meeting, be represented by the Association. Nothing that occurred three (3) or more years prior to the date of the CORI Report Request shall be actionable by the school system unless it was a violent crime or a crime against a child. Any and all personnel actions resulting from information acquired from a CORI report shall be conducted pursuant to the provisions of the collective bargaining agreement and the General Laws of the Commonwealth of Massachusetts."

G. SCHOOL CANCELLATION NOTICE

When school is cancelled due to weather or other unforeseen circumstances; the superintendent will make every effort to notify staff by 5:45 a.m.

H. SCHOOL BUILDING ACCESS

Teachers will have access to their school building, during established hours, on weekend and vacations.

ARTICLE XVI

DURATION

1. This Agreement shall be in full force and effect from September 1, 2017 through August 31, 2020.
2. The parties will commence negotiations on or before October 15th of the final year of the agreement, 2019 to begin bargaining a successor agreement but at no time will the parties begin bargaining without full authority to come to tentative agreements on all language and compensation matters.

In witness of the foregoing, the parties have heretofore set their hand this ____ day of _____, 2017

Ratification and Approval

This Memorandum of Agreement is subject to ratification by the Association membership and approval by the School Committee.

Agreed to on this ___ day of June, 2017 by the Parties for:

For the School Committee

Jina Azevedo

Margie Greich

Rebe

For the Teachers' Association

[Signature]

[Signature]

APPENDIX A – Salary Schedule

| 2017/2018 School Year - 2.0% w/Steps | | | | | | | | |
|--------------------------------------|--------|--------|--------|--------|--------|--------|--------|---------|
| STEP | B | B30 | M | M15 | M30 | M45 | M60 | CAGs/Dr |
| 1 | 45,235 | 46,337 | 47,809 | 48,935 | 50,042 | 51,874 | 54,105 | 56,186 |
| 2 | 47,181 | 48,335 | 49,962 | 51,142 | 52,298 | 54,224 | 56,564 | 58,646 |
| 3 | 49,229 | 50,445 | 52,193 | 53,432 | 54,652 | 56,671 | 59,124 | 61,205 |
| 4 | 51,378 | 52,652 | 54,513 | 55,811 | 57,087 | 59,210 | 61,785 | 63,866 |
| 5 | 53,635 | 54,972 | 56,972 | 58,334 | 59,677 | 61,905 | 64,611 | 66,692 |
| 6 | 56,026 | 57,430 | 59,565 | 60,995 | 62,402 | 64,741 | 67,581 | 69,662 |
| 7 | 58,490 | 59,967 | 62,264 | 63,765 | 65,244 | 67,703 | 70,685 | 72,766 |
| 8 | 61,254 | 62,830 | 65,298 | 66,885 | 68,454 | 71,039 | 74,175 | 76,256 |
| 9 | 64,018 | 65,692 | 68,357 | 70,032 | 71,687 | 74,396 | 77,686 | 79,767 |
| 10 | 67,773 | 70,209 | 72,303 | 74,421 | 76,529 | 78,811 | 81,939 | 84,019 |
| 11 | 71,530 | 74,724 | 76,247 | 78,809 | 81,373 | 83,228 | 86,193 | 88,274 |

| 2018/2019 School Year - 2.75% w/Steps | | | | | | | | |
|---------------------------------------|--------|--------|--------|--------|--------|--------|--------|---------|
| STEP | B | B30 | M | M15 | M30 | M45 | M60 | CAGs/Dr |
| 1 | 46,479 | 47,611 | 49,124 | 50,280 | 51,418 | 53,301 | 55,593 | 57,731 |
| 2 | 48,479 | 49,664 | 51,336 | 52,548 | 53,737 | 55,715 | 58,120 | 60,259 |
| 3 | 50,583 | 51,832 | 53,629 | 54,901 | 56,155 | 58,230 | 60,750 | 62,888 |
| 4 | 52,791 | 54,100 | 56,012 | 57,346 | 58,657 | 60,838 | 63,485 | 65,623 |
| 5 | 55,110 | 56,484 | 58,539 | 59,938 | 61,318 | 63,607 | 66,388 | 68,526 |
| 6 | 57,566 | 59,009 | 61,203 | 62,672 | 64,118 | 66,522 | 69,440 | 71,578 |
| 7 | 60,098 | 61,616 | 63,976 | 65,519 | 67,039 | 69,564 | 72,629 | 74,767 |
| 8 | 62,939 | 64,558 | 67,094 | 68,725 | 70,337 | 72,992 | 76,215 | 78,353 |
| 9 | 65,779 | 67,499 | 70,237 | 71,958 | 73,658 | 76,442 | 79,823 | 81,961 |
| 10 | 69,637 | 72,139 | 74,291 | 76,468 | 78,633 | 80,979 | 84,192 | 86,330 |
| 11 | 73,497 | 76,779 | 78,344 | 80,977 | 83,610 | 85,517 | 88,563 | 90,701 |

| 2019/2020 School Year - 2.5% w/Steps | | | | | | | | |
|--------------------------------------|--------|--------|--------|--------|--------|--------|--------|---------|
| STEP | B | B30 | M | M15 | M30 | M45 | M60 | CAGs/Dr |
| 1 | 47,641 | 48,801 | 50,352 | 51,537 | 52,704 | 54,633 | 56,983 | 59,174 |
| 2 | 49,691 | 50,906 | 52,619 | 53,862 | 55,080 | 57,108 | 59,573 | 61,765 |
| 3 | 51,848 | 53,128 | 54,969 | 56,274 | 57,558 | 59,685 | 62,269 | 64,460 |
| 4 | 54,111 | 55,453 | 57,412 | 58,780 | 60,124 | 62,359 | 65,072 | 67,263 |
| 5 | 56,487 | 57,896 | 60,002 | 61,436 | 62,851 | 65,197 | 68,047 | 70,239 |
| 6 | 59,005 | 60,485 | 62,733 | 64,239 | 65,721 | 68,185 | 71,176 | 73,367 |
| 7 | 61,601 | 63,156 | 65,576 | 67,157 | 68,714 | 71,303 | 74,445 | 76,636 |
| 8 | 64,512 | 66,172 | 68,771 | 70,443 | 72,095 | 74,817 | 78,121 | 80,312 |
| 9 | 67,423 | 69,186 | 71,993 | 73,757 | 75,499 | 78,353 | 81,818 | 84,010 |
| 10 | 71,378 | 73,943 | 76,148 | 78,380 | 80,599 | 83,003 | 86,297 | 88,488 |
| 11 | 75,334 | 78,699 | 80,302 | 83,001 | 85,701 | 87,655 | 90,777 | 92,969 |

APPENDIX B

Stipends – Curriculum & Extra Curricular

| District Wide & Curriculum Leadership Stipends | | | |
|--|--|---|--|
| Stipend | 2017/2018 <i>(No Increase)</i> | 2018/2019 <i>(2.75% Increase)</i> | 2019/2020 <i>(2.5% Increase)</i> |
| Content Specialist (1 per Content Area - Not Math/ELA) -- Elementary | 3,013 | 3,096 | 3,173 |
| Content Specialist (1 per Content Area) -- Middle School | 1,507 | 1,548 | 1,587 |
| Team Leader - Middle School | 1,507 | 1,548 | 1,587 |
| Program Coordinator (9 Positions) -- High School | 3,013 | 3,096 | 3,173 |
| Coordinator - Mentor Teacher (1 per School) | 530 | 545 | 558 |
| Special Education Evaluation Team Chairperson (1.0 FTE Stipend) | 3,616 | 3,715 | 3,808 |
| Faculty Senate | 2,000 | 2,055 | 2,107 |
| Leader – Specialist Content PD (1 per Content Area) | 679 | 698 | 715 |
| Leader – Teacher Mentor (1 per School) | 530 | 545 | 558 |
| District Nurse (1) | 3,013 | 3,096 | 3,173 |
| Coach - Data (Multiple Per Building) | 1,808 | 1,858 | 1,904 |
| Math Facilitator (1 per Elementary School) | 1,808 | 1,858 | 1,904 |
| Coordinator – Science & Engineering Fair (1) -- District Wide | 1,008 | 1,036 | 1,062 |
| Coach – Science & Engineering Fair (1 per School) -- Elementary/Middle | 530 | 545 | 558 |
| Coordinator – Destination Imagination (1) -- District Wide | 1,872 | 1,923 | 1,972 |
| Coach – Destination Imagination (1 per Team) -- All Grades/Schools | 847 | 870 | 892 |
| Coordinator – Peer Mediation (1 per School) | 1,468 | 1,508 | 1,546 |
| Coordinator – Website (1 per School) | 1,061 | 1,090 | 1,117 |
| Coach – Intramural (2x/week for 8 weeks) | 614 | 631 | 647 |
| Coordinator – SES Family Connection | 1,910 | 1,963 | 2,012 |
| Coordinator – Title I | 3,616 | 3,715 | 3,808 |
| Parent & Community Involvement Title I Outreach | 1,273 | 1,308 | 1,341 |

| High School Stipends | | | |
|---|--------|--------|--------|
| CLUBS /ACTIVITIES | | | |
| Advisor – World Language Immersion/Exchange Programs | 1,602 | 1,646 | 1,687 |
| Advisor – Art Club | 902 | 927 | 950 |
| Advisor – Community Service | 1,602 | 1,646 | 1,687 |
| Advisor – DECA | 2,004 | 2,059 | 2,111 |
| Advisor – Foreign Language National Honor Society | 1,470 | 1,510 | 1,548 |
| Advisor – Freshman Class | 1,461 | 1,501 | 1,539 |
| Advisor – GSA | 1,461 | 1,501 | 1,539 |
| Advisor – Junior Class | 2,004 | 2,059 | 2,111 |
| Advisor – Leaders’ Club | 1,470 | 1,510 | 1,548 |
| Advisor – Literary Magazine/Scribe | 1,461 | 1,501 | 1,539 |
| Advisor – Math Team | 1,461 | 1,501 | 1,539 |
| Advisor – National Honor Society | 1,470 | 1,510 | 1,548 |
| Advisor – Newspaper/Triton Voice | 1,461 | 1,501 | 1,539 |
| Advisor – S.A.D.D. | 1,461 | 1,501 | 1,539 |
| Advisor – School to Career | 2,456 | 2,524 | 2,587 |
| Advisor – Senior Class | 2,540 | 2,610 | 2,675 |
| Advisor – Sophomore Class | 1,470 | 1,510 | 1,548 |
| Advisor – Student Council | 2,540 | 2,610 | 2,675 |
| Advisor – Tech/STEM Team | 1,461 | 1,501 | 1,539 |
| Advisor – Tomorrow Teachers’ Club | 1,461 | 1,501 | 1,539 |
| Advisor – Yearbook/Voyager | 3,876 | 3,983 | 4,082 |
| INSTRUCTIONAL/ACADEMIC | | | |
| Coordinator – Credit Recovery | 2,653 | 2,726 | 2,794 |
| Coordinator – Freshman Transition | 1,592 | 1,636 | 1,677 |
| Coordinator – Graduation | 1,592 | 1,636 | 1,677 |
| Coordinator – Master Scheduler | 2,653 | 2,726 | 2,794 |
| Coordinator – MCAS Tutoring | 1,687 | 1,733 | 1,777 |
| Coordinator – Student Advisory (1 Per Grade Level) | 849 | 872 | 894 |
| Detention Supervisor | 2,551 | 2,621 | 2,687 |
| Detention Assistant | 1,418 | 1,457 | 1,493 |
| Specialist – Credit Recovery – (4) English, Math, Science, Social Studies | 1,273 | 1,308 | 1,341 |
| Teacher – Saturday School | 40/hr. | 40/hr. | 40/hr. |
| VISUAL AND PERFORMING ARTS | | | |
| Full Year: Advisor – Drama Club | 2,241 | 2,303 | 2,360 |
| Full Year: Director – Women’s Select Choir | 1,421 | 1,460 | 1,497 |
| Fall Marching Band: Assistant Director | 2,239 | 2,301 | 2,358 |
| Fall Marching Band: Director | 3,876 | 3,983 | 4,082 |
| Fall Play: Director | 2,240 | 2,302 | 2,359 |
| Fall Play: Technical Director/Set Designer | 802 | 824 | 845 |
| Spring Musical: Accompanist | 1,123 | 1,154 | 1,183 |
| Spring Musical: Choreographer | 1,461 | 1,501 | 1,539 |
| Spring Musical: Director – Music | 2,540 | 2,610 | 2,675 |
| Spring Musical: Director – Technical/Set Designer | 802 | 824 | 845 |
| Spring Musical: Director – Theatrical | 2,565 | 2,636 | 2,701 |

| Middle School Stipends | | | |
|-------------------------------|-------|-------|-------|
| Advisor – Drama Club | 1,470 | 1,510 | 1,548 |
| Advisor – Jazz Band | 1,461 | 1,501 | 1,539 |
| Advisor – Literary Magazine | 541 | 556 | 570 |
| Advisor – Math Team | 1,461 | 1,501 | 1,539 |
| Advisor – Newspaper (3x/year) | 1,461 | 1,501 | 1,539 |
| Advisor – Select Choir | 1,470 | 1,510 | 1,548 |
| Advisor – Yearbook | 847 | 870 | 892 |
| Supervisor – Detention | 2,551 | 2,621 | 2,687 |

| Elementary School Stipends | | | |
|--|-------|-------|-------|
| Accompanist – Choir | 402 | 413 | 423 |
| Advisor – Student Council | 1,602 | 1,646 | 1,687 |
| Chaperone – 5 th /6 th Grade Camp (per night) | 168 | 173 | 177 |
| Coordinator – 5 th /6 th Grade Camp | 402 | 413 | 423 |
| Coordinator – 5 th /6 th Grade Camp w/Fundraising Role | 1,461 | 1,501 | 1,539 |
| Coordinator – Math Team | 446 | 458 | 470 |
| Designer – Set/Costume (Drama) | 402 | 413 | 423 |
| Director – Advanced Band | 1,940 | 1,993 | 2,043 |
| Director – Beginner Band | 1,470 | 1,510 | 1,548 |
| Director – Choir | 1,940 | 1,993 | 2,043 |
| Director – Musical | 2,540 | 2,610 | 2,675 |
| Director – Stage Band | 1,602 | 1,646 | 1,687 |
| Director – Stage/Musical | 1,470 | 1,510 | 1,548 |
| Director – Wind Ensemble | 1,940 | 1,993 | 2,043 |

APPENDIX C
Stipends – Middle & High School Athletics

| SPORT | 2017/2018 <i>(No Increase)</i> | | | 2018/2019 <i>(2.75% Increase)</i> | | | 2019/2020 <i>(2.5% Increase)</i> | | |
|------------------------------|-----------------------------------|----------------|-------------|--------------------------------------|----------------|-------------|-------------------------------------|----------------|-------------|
| | Years 1 & 2 | Years 3 & 4 | Years 5+ | Years 1 & 2 | Years 3 & 4 | Years 5+ | Years 1 & 2 | Years 3 & 4 | Years 5+ |
| Baseball/Softball – Varsity | 4,504 | 5,310 | 6,118 | 4,628 | 5,456 | 6,286 | 4,744 | 5,592 | 6,443 |
| Baseball/Softball – Assist. | 3,068 | 3,473 | 3,876 | 3,152 | 3,569 | 3,983 | 3,231 | 3,658 | 4,082 |
| Basketball – Varsity (B & G) | 5,363 | 5,848 | 6,332 | 5,510 | 6,009 | 6,506 | 5,648 | 6,159 | 6,669 |
| Basketball – Assist.(B & G) | 3,327 | 3,730 | 4,132 | 3,418 | 3,833 | 4,246 | 3,504 | 3,928 | 4,352 |
| Cheering(each of 2 seasons) | 3,090 | 3,573 | 4,056 | 3,175 | 3,671 | 4,168 | 3,254 | 3,763 | 4,272 |
| Cross Country (B & G) | 3,090 | 3,573 | 4,056 | 3,175 | 3,671 | 4,168 | 3,254 | 3,763 | 4,272 |
| Field Hockey – Varsity | 4,504 | 5,310 | 6,118 | 4,628 | 5,456 | 6,286 | 4,744 | 5,592 | 6,443 |
| Field Hockey – Assistant | 3,068 | 3,473 | 3,876 | 3,152 | 3,569 | 3,983 | 3,231 | 3,658 | 4,082 |
| Football – Varsity | 7,126 | 7,934 | 8,737 | 7,322 | 8,152 | 8,977 | 7,505 | 8,356 | 9,202 |
| Football – Assistant | 3,676 | 4,159 | 4,965 | 3,777 | 4,273 | 5,102 | 3,872 | 4,380 | 5,229 |
| Football – Freshman | 2,753 | 3,155 | 3,557 | 2,829 | 3,242 | 3,655 | 2,899 | 3,323 | 3,746 |
| Football – Freshman Assist. | 2,609 | 2,797 | 2,984 | 2,681 | 2,874 | 3,066 | 2,748 | 2,946 | 3,143 |
| Freshman Sports (Not Ftbl) | 2,562 | 2,926 | 3,333 | 2,632 | 3,006 | 3,425 | 2,698 | 3,082 | 3,510 |
| Golf - Varsity | 3,090 | 3,573 | 4,056 | 3,175 | 3,671 | 4,168 | 3,254 | 3,763 | 4,272 |
| Ice Hockey – Varsity | 5,363 | 5,848 | 6,332 | 5,510 | 6,009 | 6,506 | 5,648 | 6,159 | 6,669 |
| Ice Hockey – Assistant | 3,327 | 3,730 | 4,132 | 3,418 | 3,833 | 4,246 | 3,504 | 3,928 | 4,352 |
| Indoor Track – Varsity | 4,504 | 5,310 | 6,118 | 4,628 | 5,456 | 6,286 | 4,744 | 5,592 | 6,443 |
| Indoor Track – Assistant | 3,068 | 3,473 | 3,876 | 3,152 | 3,569 | 3,983 | 3,231 | 3,658 | 4,082 |
| Lacrosse - Varsity | 4,504 | 5,310 | 6,118 | 4,628 | 5,456 | 6,286 | 4,744 | 5,592 | 6,443 |
| Lacrosse – Assistant | 3,068 | 3,473 | 3,876 | 3,152 | 3,569 | 3,983 | 3,231 | 3,658 | 4,082 |
| Soccer – Varsity (B & G) | 4,504 | 5,310 | 6,118 | 4,628 | 5,456 | 6,286 | 4,744 | 5,592 | 6,443 |
| Soccer – Assistant (B & G) | 3,068 | 3,473 | 3,876 | 3,152 | 3,569 | 3,983 | 3,231 | 3,658 | 4,082 |
| Swimming - Varsity | 3,090 | 3,573 | 4,056 | 3,175 | 3,671 | 4,168 | 3,254 | 3,763 | 4,272 |
| Tennis (B & G) | 3,090 | 3,573 | 4,056 | 3,175 | 3,671 | 4,168 | 3,254 | 3,763 | 4,272 |
| Track – Varsity (B & G) | 4,504 | 5,310 | 6,118 | 4,628 | 5,456 | 6,286 | 4,744 | 5,592 | 6,443 |
| Track – Assistant (B & G) | 3,068 | 3,473 | 3,876 | 3,152 | 3,569 | 3,983 | 3,231 | 3,658 | 4,082 |
| Volleyball – Varsity | 4,504 | 5,310 | 6,118 | 4,628 | 5,456 | 6,286 | 4,744 | 5,592 | 6,443 |
| Volleyball – Assistant | 3,068 | 3,473 | 3,876 | 3,152 | 3,569 | 3,983 | 3,231 | 3,658 | 4,082 |
| Wrestling – Varsity | 4,504 | 5,310 | 6,118 | 4,628 | 5,456 | 6,286 | 4,744 | 5,592 | 6,443 |
| Wrestling – Assistant | 3,068 | 3,473 | 3,876 | 3,152 | 3,569 | 3,983 | 3,231 | 3,658 | 4,082 |
| Middle School Soccer | 1,486 | 1,857 | 2,272 | 1,527 | 1,908 | 2,335 | 1,565 | 1,956 | 2,393 |
| Middle School Track | 1,486 | 1,857 | 2,272 | 1,527 | 1,908 | 2,335 | 1,565 | 1,956 | 2,393 |
| Middle School Basketball | 1,486 | 1,857 | 2,272 | 1,527 | 1,908 | 2,335 | 1,565 | 1,956 | 2,393 |

APPENDIX D

FORM OF LETTER TO SCHOOL COMMITTEE
FROM TEACHER ELECTING "OPTION"

Date / /

Superintendent
Triton Regional School District Committee

Dear :

I have received notice that you intend to lay me off on (date). Please be advised that I hereby elect, pursuant to Article XIII of the Collective Bargaining Agreement between the Triton Regional District School Committee and the Triton Regional Teachers' Association, to be put on unpaid leave of absence status for the period set forth in said Article XIII.

Please be further advised that in consideration of the granting of said leave of absence and the benefits provided in said Article XIII, I hereby waive whatever rights I may have under M.G.L. Chapter 71, Section 42 and the collective bargaining agreement.

I do not challenge the Superintendent's recommendation under the grievance and arbitration provision of the Collective Bargaining Agreement. As noted above, I have elected a leave of absence.

Please consider this my letter of resignation effective upon the end of my recall period. This resignation is subject to my being recalled pursuant to Article XIII.

Very truly yours,

**APPENDIX E1
TRITON REGIONAL TEACHERS ASSOCIATION**

SICK LEAVE BANK COMMITTEE
Application for Extended Sick Leave Benefits

Member's Name:

Date of Application:

Number of sick days available at date of onset of current illness or injury:

Date accumulated sick leave will be exhausted:

Has there been a previous request or request for Sick Bank support prior to this illness or injury? Yes/no

If yes please provide a brief explanation with dates

Nature of illness or injury

Has there been a previous request for Sick Bank support related to THIS illness or injury? _____

If yes, please provide the number of Sick Bank days used: _____

Estimated date of return to work: _____

Name of attending medical practitioner (physician, nurse practitioner or with equivalent qualification): _____

Medical practitioner's address: _____

Medical practitioner's confirmation of current illness or injury: _____

Medical practitioner's estimate of likely readiness to return to work: _____

I hereby apply for extended sick leave benefits as provided for in the contract between the Triton Regional Teachers Association and the Triton Regional School Committee. I understand that it is my responsibility to provide such information as the Sick Leave Bank Committee may require from me and/or my Medical Practitioner.

Member's Signature _____

Please forward this application, accompanied by a completed "Physician's Report" form to:

The Superintendent of Schools
112 Elm Street
Byfield, MA, 01922

APPENDIX E2

TRITON REGIONAL TEACHERS ASSOCIATION
SICK LEAVE BANK COMMITTEE

MEDICAL PRACTITIONER'S REPORT

MEMBER'S NAME:

Form 2

NATURE OF ILLNESS OR INJURY (Please explain in layman's terms)

NATURE OF TREATMENT

WHEN DO YOU ESTIMATE THAT THIS PERSON WILL BE ABLE TO RETURN TO
WORK? _____

WILL THE PERSON BE ABLE TO RETURN FULL-TIME? _____

WHAT ACCOMMODATIONS MAY BE NECESSARY? _____

Medical practitioner's signature: _____

Date: _____

Members please return to:

The Superintendent of Schools
112 Elm Street
Byfield, MA, 01922

APPENDIX E3

TRITON REGIONAL TEACHERS ASSOCIATION

Form 3

SICK LEAVE BANK COMMITTEE

MEMBER NOTIFICATION

DATE / /

TO:

FROM: Sick Leave Bank Committee

RE: Extended Sick Leave Benefit

Pursuant to Article III, Section B of the agreement between the Triton Regional School Committee and the Triton Regional Teachers Association, you are hereby notified that you have been granted _____ days of extended sick leave by the Sick Leave Bank Committee. This grant will cover the period from _____ to _____.

This is an:

_____ Initial grant

_____ Extension of an initial grant

Chairperson, Sick Leave Bank Committee

Copy:

APPENDIX E4

TRITON REGIONAL TEACHERS ASSOCIATION

Form 4

SICK LEAVE BANK COMMITTEE

SUPERINTENDENT NOTIFICATION

DATE / /

TO: Superintendent, Triton Regional School District
FROM: Sick Leave Bank Committee
RE: Extended Sick Leave Benefit

Pursuant to Article VII, Section B of the agreement between the Triton Regional School Committee and the Triton Regional Teachers Association, you are hereby notified that _____ has been granted _____ days of extended sick leave by the Sick Leave Bank Committee. This grant will cover the period from _____ to _____.

This is an:

- _____ Initial grant
- _____ Extension of an initial grant

Chairperson, Sick Leave Bank Committee

Copy:

Appendix F

Job Descriptions

K-8 Content Specialist

Position: K-8 Content Specialist

K-6 and 7-8 content specialists are annually appointed, stipended, liaison positions between grade spans and the principal as well as between content specific building subject area committees and district subject area committees.

Qualifications:

1. A content specialist shall preferably hold a master's degree from an accredited college, has taught at least three years in the Triton District, and has demonstrated the capacity for effective leadership.
2. The Principal may find alternatives to the above qualifications that are appropriate and acceptable.

Reports To: Principal

Job Goal:

To provide the leadership and expertise needed to ensure that the school's and district's content objectives are met.

Performance Responsibilities:

1. Serve as a building representative to the appropriate district level subject area committee and communicate activities to faculty.
2. Distribute information about off-site professional development opportunities.
3. Assist in the development and implementation of in-service workshops.
4. Inform faculty of major trends and developments in the content area.
5. Assist with the analysis of student progress on local, standardized, and MCAS assessments.
6. Take a leadership role in the revision of curriculum and local curriculum guides.
7. Assist with the orientation of new teachers to the content area curriculum.
8. Act as a content specific resource for teachers.

Stipend:

The stipend for each position is in accordance with the teacher association's contract.

Evaluation:

Performance will be evaluated by the principal or his/her designee.

Middle School Team Leader

Position: Middle School Team Leader

Qualifications:

3. A team leader shall preferably hold a master's degree from an accredited college, has taught at least three years, and has demonstrated the capacity for effective leadership.
4. The Principal may find alternatives to the above qualifications that are appropriate and acceptable.

Reports To: Principal

Job Goal:

To provide the leadership and expertise needed to make the teaching team most effective in its positive influence on each student.

Performance Responsibilities:

9. Plan, schedule, and lead team meetings (students, parents, teachers, guidance, etc.).
10. Assist Team members in the coordination of team activities.
11. Act as liaison between the team and the administration.
12. Act as liaison between the team and special education personnel/guidance counselors.
13. Act as liaison between the team and parents.
14. Oversee the daily operations of the team.
15. Attend all team leader meetings.

Stipend:

The stipend for each position is in accordance with the teacher association's contract.

Evaluation:

Performance will be evaluated by the principal or his/her designee.

Program Coordinator

Position: High School Program Coordinator

Qualifications:

5. A program coordinator shall preferably hold a master's degree from an accredited college, has taught at least three years, and has demonstrated the capacity for effective leadership.
6. The Principal may find alternatives to the above qualifications that are appropriate and acceptable.

Reports To: Principal

Job Goal:

To achieve and maintain standards of excellence in the teaching of an assigned curricular area so that each student exposed to the subject involved may derive the greatest academic and personal benefit from the learning experience.

Performance Responsibilities:

1. Attend monthly program coordinator meetings.
2. Schedule and conduct all department meetings and maintain meeting notes.
3. Serve as representative to district curriculum renewal committees.
4. Oversee daily operations of the department.
5. Participate in the interview process for any open positions at any time of the year.
6. Coordinate parent information nights with guidance personnel.
7. Assist the principal in the assignment of department teaching sections. Assist with assignment changes as they occur after a position has been assigned.
8. Consult with the principal or the assistant principal prior to any changes in policy or programming.
9. Assist with the revision of the curriculum and curriculum guides.
10. Assist in the orientation of new teachers in content area.
11. Assist in the necessary inventories, budget requests, and similar documents.
12. Set agenda for professional development for the year.

Stipend:

The stipend for each position is in accordance with the teacher association's contract.

Evaluation:

Performance will be evaluated by the principal or his/her designee.



TRITON REGIONAL SCHOOL DISTRICT

NEWBURY • ROWLEY • SALISBURY

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Appendix G

Letter of Intent to Return

(for stipended/hourly positions)

Applicant Intent

I hereby document in writing my intention to:

- Return
- Not return

to the position of _____ for the _____ school year at the previously established and/or contract stipend rate and agree to accept said position if approved by the Superintendent of Schools.

Printed Name of Applicant

Date

Signature of Applicant

Date

Principal Acceptance/Recommendation

In response to the applicant's above stated intent to return, I hereby:

- Accept and Recommend Rehire to the Superintendent of Schools at a rate of \$ _____
- Accept Candidates Intent to Not Return, and intend to publicly post the position to be filled
- Decline and intend to publicly post the position to be filled

Signature of Principal

Date

Superintendent Acceptance/Reappointment

In response to the above recommended reappointment, the named applicant is hereby reappointed to the stipended one year position as detailed and recommended by the building principal above. All pertinent provisions of collectively bargained or TRSD School Committee established salary rates and provisions shall apply. This agreement pertains only to the above stated, one year, stipended position, and in no way alters and details, provisions, or requirements of any other employment contract the applicant may hold with the Triton Regional School District.

Signature of Superintendent

Date

Appendix H

The Development Of The Professional Development Program

I. Statutory Responsibilities

1. School Committee

State law: The school committee adopts the professional development plan for all principals, teachers and other professional staff employed by the district. It must update the plan annually, and set forth a budget for professional development. The plan shall include training related to the statewide curriculum frameworks and other skills required for effective implementation of education reform, including participatory decision-making, parent and community involvement, and training for members of school councils. The plan may also include teacher training to address gender bias in the classroom. (G.L. c. 71, [[section]] 38Q)

Department of Elementary and Secondary Education recommendations: Every school should prepare and implement a professional development plan that is consistent with the goals and priorities of the district-wide plan. The plan should be designed to enhance the ability of professional staff in that school to provide high -quality education to the students.

2. School Councils; School-Based Decision-Making

State law: The principal co-chairs the school council, which is a representative, school-based committee composed of the principal, parents, teachers, community members and, at the secondary level, at least one student. The principal works with the council to identify the educational needs of the students attending the school, review the annual school budget, and prepare a school improvement plan. The plan addresses issues such as professional development, student learning time, parent involvement, safety and discipline, and ways to meet the diverse learning needs of the students in the school.

The School Improvement Plan is submitted to the Superintendent of Schools for his/her approval.

II. Philosophy And Participation

1. The district's expectation is that it will be known for its best practice in all that it does. Ensuring best practice requires all involved to behave as lifelong learners: to assume that while experience per se is valuable, we have to take personal and collective responsibility for ensuring that our practice is research based and current.
2. Teachers and other staff have a professional responsibility to keep up to date with best practice through activities such as reading, reflective discussion with colleagues, attending courses or conferences, and participating in locally developed and provided professional development, job embedded coaching, and their professional associations.
3. As professionals, teachers should have a voice in the development of professional development programs as individuals, through their professional goals, and collectively through a variety of structures at the school and district level.

4. While the needs and interests of individual teachers are important, there are other interests: the development of the individual school as an effective learning community that aims to meet the highest expectations of its stakeholders; and the strategic needs of the district as they relate to district-wide development goals.

1. District teachers who are expert in content and/or pedagogy are an important resource for providing mentoring, presentations and short courses.

III. Needs Analysis

The professional development program should therefore be responsive to the following:

- a) The needs of individual teachers/staff: as expressed through their professional growth plan, including re-licensure requirements.
- b) The development priorities of individual schools: as related to their School Improvement Plan
- c) The strategic development priorities of the district: such as building capacity for differentiated instruction
- d) Federal and state mandates: such as the requirement for annual civil rights training

IV. Components of Professional Development Planning

| Task Group | Activity | Due |
|---------------------------------------|--|---------------|
| District Curriculum Review Committees | Report to the District Professional development Committee on emerging professional development needs arising from curriculum review activity | June |
| Administration | Analyzes teacher PD and reaccreditation goals related to and prepares summary | Early Fall |
| School PD Committee Faculty | SPDC Receives summary of teacher PD goals, and issues emerging from curriculum review, and the district development plan and drafts school plan for School Council on PD needs | Fall |
| School Councils | Considers and approves annual PD plan for inclusion in the School Improvement Plan | Early January |
| District Leadership Team | Identifies district strategic priorities | Spring |
| Chief Academic Officer | Prepares draft District Annual Plan for consideration by Leadership Team and District PD Committee | May |
| School Committee | Considers and approves District Annual Plan | June |
| Superintendent | Approves SIPs and related PD plans | March/April |

V. District Approval Of PD Proposals That Require Support Of District Resources

Professional development proposals that require the support of district resources (such as 12/1 or course reimbursement) will be considered and approved (or not) by a district Professional Development Committee comprised of:

- Chief Academic Officer – Chairperson
- Principals from each school building
- A teacher from each school building nominated by the TRTA

The committee may seek advice from other administrators or specialists as may be appropriate.

VI. Participation In Professional Development Planning

| | Curriculum Review Committees | School PD Committees | District PD Committee | School Councils | District Leadership Team |
|------------------------|------------------------------|----------------------|-----------------------|-----------------|--------------------------|
| Teachers | Y | Y | Y | Y | N |
| School Administrators | Y | Y | Y | Y | Y |
| Admin. Of SPED | As Necessary | N | As Necessary | N | y |
| Chief Academic Officer | Y | N | Y | N | Y |
| Asst. Superintendent | N | N | As Necessary | N | y |
| Superintendent | Ex Officio | N | Ex Officio | N | Y |

VII. Participation Flow Chart

Phase A: Curriculum Review Committee – Needs Analysis

(Results circulated to all teachers)

Phase B: Schools

- Stage 1 – Administration Reviews Issues
- Stage 2 – Administration Coordinators reviews issues with specialists and program coordinators
- Stage 3 – School Professional Development Committee (Needs Analysis and PD Planning)
- Stage 4 – Faculty considers SPDC proposals (plan may be referred back for further consideration)
- Stage 5 – School Council considers (plan may be referred back for further consideration)
- Stage 6 – School Council approves School Improvement Plan (including PD Plan)

Phase C: District

- Stage 1 – Chief Academic Officer reviews SIP’s for common themes and identifies District strategic initiatives
- Stage 2 – District PD Committee reviews and recommends to Superintendent
(District PD Committee: CAD Chair, Principals, a teacher from each school nominated by TRTA)

Phase D: School Committee

- Stage 1 – Considers and approves proposed district PD Plan as proposed by Superintendent or as amended.



Appendix I
TRITON REGIONAL SCHOOL DISTRICT
Respect, Integrity & Excellence for All

**DISCLOSURE OF APPEARANCE OF CONFLICT OF INTEREST
AS REQUIRED BY G. L.C.268A §23(b)(3)**

In general, a public employee may not accept any gift worth \$50 or more that is given because of the position he or she holds. Public employees may accept gifts that are worth less than \$50, but they have to **disclose in writing** that they have done so if, based on the specific circumstances, a reasonable person would think that the public employee might unduly show favor to the giver or the giver's child, or be influenced by the giver.

The law prohibits gifts to public employees, not gifts to public agencies. You may receive gifts as a public school, or a particular classroom, and the \$50 limit does not apply.

The Ethics Commission recently created an exemption to permit class gifts to teachers. A teacher may accept a gift, or several gifts during the school year, from public school students and/or their parents and guardians, with an aggregated value of up to \$150, if the gift is identified only as being from the class, and the identity of the givers and the individual amounts given are not identified to the recipient. Gifts received pursuant to this exemption are not required to be disclosed. The donor is unknown, so a reasonable person would not conclude that the gift would influence the teacher's conduct with regard to any individual or would cause the teacher to favor any individual.

I make this disclosure pursuant to G.L.c.268 A, §23 (b)(3) in order to dispel any appearance of potential conflict of interest occasioned by the facts set out below, that I may be improperly or unduly influenced in the performance of my official duties, or that I would be likely to act or fail to act as a result of kinship, rank, position or the undue influence of any part or person.

Name: _____

Title: _____

School: _____

I publicly disclose the following gifts were received. (Attach additional pages if necessary):

| Item | Estimated Value | Donor | Date Received |
|------|-----------------|-------|---------------|
| | | | |

Signature: _____ Date: _____

G.L.c.268 A, §23 (b)(3): No current officer or employee of a state, county or municipal agency shall knowingly, or with reason to know, act in a manner which would cause a reasonable person, having knowledge of the relevant circumstances, to conclude that any person can improperly influence or unduly enjoy his favor in the performance of his official duties, or that he is likely to act or fail to act as a result of kinship, rank, position or undue influence of any party or person. It shall be unreasonable to so conclude if such officer or employee has disclosed in writing to his appointing authority or, if no appointing authority exists, discloses in a manner which is public in nature, the facts which would otherwise lead to such a conclusion.

TRITON REGIONAL SCHOOL DISTRICT



Professional Growth System for Teachers

2017 - 2020

TRITON REGIONAL SCHOOL DISTRICT
PROFESSIONAL GROWTH SYSTEM FOR TEACHERS

2017-2020

This agreement becomes Appendix J to the Collective Bargaining Agreement between the Triton Regional School Committee and the Triton Regional Teachers Association

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Appendices: (Note – All Forms Completed Via My Learning Plan Online System)

- A1.....Teacher Rubric
 - A2.....Specialized Instructional Support Personnel Rubric
 - A3.....School Counselors – Role Specific Indicators
 - A4.....School Nurses – Role Specific Indicators
 - A5.....School Librarians – Role Specific Indicators
 - A6.....Occupational/Physical Therapists – Role Specific Indicators
 - B.....Self-Assessment Form
 - CGoal Setting Form
 - D.....Educator Plan Form
 - E.....Formative Assessment Report Form
 - FFormative Evaluation Report Form
 - G.....Summative Evaluation Report Form
 - H.....Evaluation Record of Evidence
 - I.....Educator Response Form
 - J.....Educator Collection of Evidence Form
 - K.....Observations Feedback Form
- Combined into one
online MLP Form*
- Incorporated into other
online MLP Forms*

**TRITON REGIONAL SCHOOL DISTRICT
PROFESSIONAL GROWTH SYSTEM**

1. PURPOSES

1. The specific purposes of evaluation under M.G.L. c.71, (38) and 603 CMR 35.00 is:
 - a. to promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, and
 - b. to provide a record of facts and assessments for personnel decisions.
2. The general purpose of the Triton Regional School District's Professional Growth System is to establish a structure to improve teaching and learning by: (a) creating a comprehensive understanding of a teacher's work, (b) supporting professional development within a reflective professional learning community, and (c) assuring accountability.

2. PHILOSOPHY

Improving teaching and learning begins by recognizing that teaching is an extremely complex process. However, aspects of a teacher's work that are critical to student success can be understood and described in terms of particular standards and indicators of effectiveness. Within this context, a teacher's effectiveness will be assessed and evaluated using a variety of data sources. The intended outcomes of the process are several: To foster continuous self-examination of professional skills; to foster professional growth; to commend professional achievement; to provide a rational and reliable basis for making recommendations for the improvement of professional practice and instruction; and to provide a basis for ensuring objectivity and due process in employment decisions.

Consistent with the view that professional growth is accelerated when teams of Educators share and reflect on their professional practice, the system encourages the establishment of team goals where this is practicable and consistent with the requirements of the regulations.

3. SCOPE

These arrangements cover all Educators within scope of Article II. A of the Agreement between the Triton Regional School Committee and the Triton Regional Teachers Association.

4. STANDARDS OF PRACTICE

1. There are four standards of practice:
 - Curriculum, Planning and Assessment
 - Teaching All Students
 - Family and Community Engagement
 - Professional Culture

2. Each standard of practice is detailed by a number of indicators. Rubrics define four levels of Educator performance for each indicator. The rubrics will be used as an assessment tool for the Educator's self-assessment, formative assessment, formative evaluation and the summative assessment.

The levels of performance are described as follows:

- **Exemplary:** a level of performance that exceeds the already high standard of Proficient. A rating of Exemplary is reserved for performance on an Indicator or Standard that is of such a high level that it could serve as a model, as distinct from actually modeling. Few Educators are expected to earn Exemplary ratings on more than a handful of Indicators.
 - **Proficient:** fully satisfactory - this is the rigorous expected level of performance
 - **Needs Improvement:** performance is below the requirements of a Standard but is not considered to be Unsatisfactory at the time. Improvement is necessary and expected.
 - **Unsatisfactory:** performance has not significantly improved following a rating of Needs Improvement, or performance is consistently below the requirements of a standard and is considered inadequate, or both.
3. The rubrics that have been adopted to define the four levels of performance for teachers, counselors, related service providers and nurses are at **Appendix A**.
 4. Evaluators may acknowledge a level of performance between Proficient and Exemplary by commenting in narrative text.
 5. To be rated as Proficient overall an Educator must at a minimum be assessed as proficient on Standard 1 (*Curriculum, Planning and Assessment*), and Standard 2 (*Teaching All Students*).
 6. Work undertaken in fulfillment of non-athletic coaching stipended positions may be included in the evaluation process where relevant to the evaluation standards and individual goals.

5. PROFESSIONAL GROWTH CYCLES

- The length of professional growth cycle is related to the status of individual teachers within the evaluation framework, as follows:

Table 1.

| Evaluation Status | Educator Plan | Cycle Duration | Formative |
|-----------------------------|---------------|--------------------------|-------------|
| PTS Proficient or Exemplary | Self Directed | 2 years | June 1 |
| PTS Proficient or Exemplary | Self Directed | 1 year | February 15 |
| PTS Improvement Needed | Directed | Up to 1 year | |
| PTS Unsatisfactory | Improvement | 30 school days to 1 year | |
| PPS/New Assignment | Developing | 1 year | |

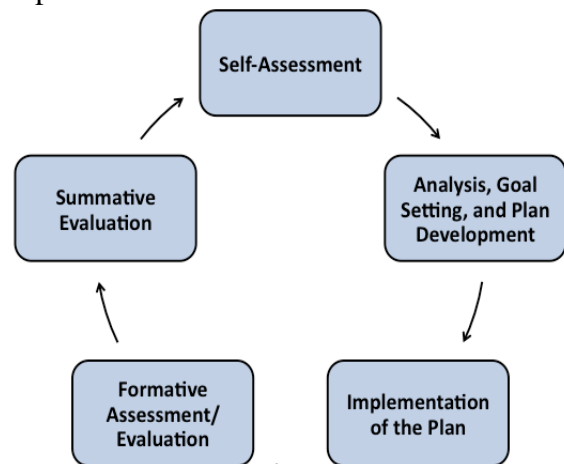
Note: PPS = Pre-Professional Status

PTS = Professional Teacher Status

VI. PROFESSIONAL GROWTH PROCESS

The professional growth process involves five steps:

- Self-Assessment
- Goal Setting & Educator Plans
- Implementation
- Formative Evaluation
- Summative Evaluation



1. Self-Assessment: (Start after end of previous cycle -By October 15)

- The first step of the Professional Growth Cycle is *self-assessment* and *goal proposal*. The key actions are for Educators to:
 - analyze student data on student learning, growth and achievement for students for whom the Educator is responsible
 - assess their practice against the rubric and the four levels of performance
 - prepare for the establishment of a minimum of one student-learning goal and one professional practice goal, individually and/or in teams.

1.2 The following sources may be useful in supporting self-assessment:

- The last summative evaluation
- The School Improvement Plan
- The District's Improvement and Professional Development Plans
- Communications from a colleague or Evaluator
- Peer coaching
- Previous professional development
- Professional literature

1.3 Self-assessment will be recorded on the ***Self-Assessment Form***. (*Appendix B*)

2. Goal Setting and Educator Plan Development (By October 15)

The second step of the Professional Growth Cycle is goal setting and Educator plan development. All involved should see this as an integrated process.

2.1 Each Educator or Educator team must set **SMART** goals that are:

- Specific
- Measurable
- Action oriented
- Rigorous, realistic, and results focused
- Timed and Tracked

2.2 At a minimum an Educator or a team will establish:

- a. one professional practice goal with the aim of improving the Educator's professional practice tied to one or more of the statewide Standards and Indicators as have been adopted for this purpose, and
- b. one student learning growth and development goal.

2.3 The goals established within an Educator Plan must align with school and district goals; and leverage existing professional development and expertise from within the school to ensure access to timely support and feedback for improvement.

2.4 The key actions in goal setting are:

- a. Educators share their self-assessments and proposed goals with Evaluators. Evaluators may participate in the formative stages of goal development. Evaluators of Educators in their first year of practice will meet with the Educators during the self-assessment phase of goal setting to assist the Educators.
- b. Evaluators work as teams or as individuals to refine proposed goals as needed. Where teams include Educators on one and two-year cycles the goals must include one-year target benchmarks.

- c. Educators and Evaluators develop Educator Plans that identify activities and supports that will support improvement and progress toward goal attainment. (My Learning Plan system includes both the Goal Setting and Educator Plan on a single electronic form)
 - d. No self-assessment is required at the beginning of year 2 in a two year cycle. However, the Evaluator and Educator will meet between years 1 and 2 to review existing goals, and in cases where goals are achieved ahead of schedule, revised or new goals will be established.
- 2.5 Pre-Professional Status Educators may participate in team goal setting after their first year subject to their Evaluator determining that the Educator does not need to address induction and mentoring goals.
- 2.6 Educators with PTS on Directed or Improvement Plans may participate in team goal setting only if the goal addresses the standards and indicators identified for attention.
- 2.7 Evaluators and Educators are encouraged to use the goal setting process to ensure that goals are aligned with the Educators Individual Professional Development Plan. (Reference 603 CMR 44.04)
- 2.8 Goals will be developed using the ***Goal Setting and Educator Plan Form. (Appendix C)***

| |
|-----------------------|
| Educator Plans |
|-----------------------|

- 2.9 There are four types of Educator Plans, each with its own plan development arrangements.

Table 2

| Evaluation Status | Educator Plan | Plan Development Process |
|--|---|---|
| PTS: Proficient/Exemplary | Self Directed | Developed by the Educator and approved by the Evaluator |
| PTS: Proficient/Exemplary <i>New Teaching Assignment</i> | <i>Self Directed (one additional unannounced observation)</i> | Developed by the Educator and approved by the Evaluator |
| PTS: Improvement Needed | Directed | Developed by the Educator and the Evaluator |
| PTS: Unsatisfactory | Improvement | Developed by the Evaluator |
| PPS | Developing | Developed by the Educator and approved by the Evaluator |

Note: PTS = Professional Teacher Status & PPS = Pre-Professional Teacher Status

Note: A New Assignment shall be interpreted as an Educator teaching under a new license and/or in a new building.

- 2.10 Each Educator plan shall include, but not be limited to:
- a. at least one professional practice goal tied to one or more Performance Standards; and
 - b. at least one student learning goal.
- 2.11 The Educator Plan summarizes planned activities, including professional development that will lead to the achievement of the goals that have been established, and identified.
- 2.12 Prior to their approval, Goals and Educator Plans must be reviewed in a conference between the Evaluator and the individual Educator or team. The Evaluator will give 5 school days' notice of a proposed conference. Conferences with Educators new to the school will take place by October 15. Evaluators should advise on goal development, but not re-draft them.
- 2.13 An Educator on a Directed Plan who is assessed as Proficient or Exemplary shall be placed on a Self-Directed Plan for the next evaluation cycle.
- 2.14 An Educator on a Directed Plan who is not assessed as proficient or advanced will be placed on an Improvement Plan.
- 2.15 The Educator Plan will be developed using the ***Goal Setting and Educator Plan Form. (Appendix D)***
- 2.16 **Improvement Plans**
- a. An Educator on an Improvement Plan shall be assigned a Supervising Evaluator. 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 (in most cases the Principal or Assistant Principal).
 - b. The Improvement Plan process shall include:
 - 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.
 - ii. The teacher shall be informed of his/her right to have a TRTA representative attend a meeting to discuss an Improvement Plan.
 - iii. If the Educator consents, the President of the TRTA will be informed that an Educator is to be placed on an Improvement Plan.
 - iv. The Educator may request that a representative of the TRTA attend the meeting(s). If the teacher declines to have a TRTA representative present, the teacher shall sign a document confirming his/her decision.
 - c. The Improvement Plan shall:

- i. Define the improvement goals directly related to the performance standard(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. The costs of professional development prescribed as part of the plan shall be met by the district;
 - 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;
 - vii. Identify the frequency of observations during the period of the plan; and,
 - viii. Include the signatures of the Educator and Supervising Evaluator.
- d. A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- e. The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- f. **Decision on the Educator's status at the conclusion of the Improvement Plan.**

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

- i. 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.
- ii. 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.
- iii. 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.

3. Implementation

- 3.1 The third step of the evaluation cycle is the implementation of the Educator Plan: responsibility for this step is divided between Educators and Evaluators.
- 3.2 For the duration of their cycle, Educators will pursue the attainment of the goals identified in the Educator Plan and collect evidence of progress. The kinds of evidence used to assess progress in achieving established goals are outlined in Section V. Evaluators will provide Educators with feedback for improvement, ensure timely access to planned supports, and collect evidence on Educator performance and progress toward goals through multiple sources, including unannounced observations.
- 3.3 Collectively and individually, Educators and Evaluators will use rubrics and student data to develop a shared understanding of effective practice, guide ongoing reflection, monitor progress toward goals, and drive collection of evidence.
- 3.4 Formative and Summative Evaluations shall be initially published in a format in which the Educator has opportunity to comment on what will be considered an adjustable draft.

4. Formative Assessment & Evaluation

- 4.1 Formative assessment typically takes place mid-cycle. However, it may occur more frequently if an Evaluator determines that additional formative assessment will be helpful to the Educator in meeting his or her goals.
- 4.2 The fourth step of the Educator evaluation cycle is formative assessment during which Evaluators assess:
 - a. Educator progress towards attaining goals established in Educator Plans;
 - b. performance on Performance Standards; or
 - c. both.
- 4.3 Educators submit evidence (artifacts) on parent outreach, professional growth, progress on goals and other standards, if desired by the first Tuesday in January.
- 4.4 Evaluators complete mid-cycle formative assessment reports for Educators on one-year Educator plans by the first Tuesday in February.
- 4.5 Evaluators complete mid-cycle formative reports for Educator's two-year Educator plans by June 1.
- 4.6 The Evaluator shall give the Educator reasonable notice of a conference associated with formative assessment.
- 4.7 The ***Formative Assessment Report Form*** will be used to record the mid-cycle formative assessment of teachers on a one-year cycle. (***Appendix E***)
- 4.8 The ***Formative Evaluation Report Form*** will be used to record the mid-cycle formative evaluation of teachers on a two-year cycle. (***Appendix F***)

5. Summative Evaluation

- 5.1 The summative evaluation step completes a full evaluation cycle. Evaluators analyze evidence that demonstrates the Educator's performance against Performance Standards and their indicators as described in rubrics, and evidence of the attainment of the goals in the Educator Plan. Evidence and professional judgment inform the Evaluator's determination.
- 5.2 Evaluators review and analyze evidence, gather additional evidence and insights from the Educator and issue performance ratings on each standard as well as an overall rating.

5.3 The summative evaluation will in due course involve using student feedback. The parties to this agreement agree to bargain with this respect to this matter as required by the Department of Elementary and Secondary Education.

- 5.4 A Summative Conference is required, and the Evaluator shall give the Educator 5 school days' notice of a conference associated with a summative evaluation.
- 5.5 Evaluator conferences with Educators who are assessed as Needs Improvement or Unsatisfactory must be completed by June 1.
- 5.6 All summative evaluation reports for Educators on one-year Educator plans must be signed by the Educator by June 15, or by the last day of school, whichever is earlier.
- 5.7 All summative reports for Educators on two-year Educator plans must be completed by May 15 of the second year of the cycle.
- 5.8 The summative evaluation results determine the type and duration of an Educator's subsequent Educator Plan, as well as recognition and local personnel decisions. (See Section IV.3)
- 5.9 The *Summative Evaluation Report Form* will be used to record the summative evaluation. (*Appendix G*)
- 5.10 Educators wishing to add a response to the summative report must do so within 15 school or weekdays of receipt of the report, using the *Educator Response Form*. (*Appendix I*)

5.11 Summary of Evaluation Cycle Schedule

Table 3:

Note: *The shaded area applies to a one-year and the first year of a two-year cycle.*

| <p style="text-align: center;">Educators On One-Year Plans: <i>Developing, Directed, or Needs Improvement</i></p> | <p style="text-align: center;">Completed By</p> |
|--|--|
| Superintendent, principal or designee meets with Evaluators and Educators to explain evaluation process | September 15 |
| Evaluator meets with first-year Educators to assist in self-assessment and goal setting process. Educator submits self-assessment and proposed goals | October 15 |
| Evaluator meets with Educators in teams or individually to establish Goals and 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 | 2 nd Tuesday in January |
| Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans | 1 st Tuesday in February |
| 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 | May 15 |
| Evaluator completes Summative Evaluation Report | May 31 |
| 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 |

| Educators with PTS on Two-Year Plans <i>The first year of a self-directed plan is shaded in the table above.</i> | Completed By |
|--|---|
| Evaluator completes unannounced observation(s) | Any time during the 2-year evaluation cycle |
| Evaluator completes Formative Evaluation Report | June 1 of Year 1 |
| Evaluator conducts Formative Evaluation Meeting, at the request of Educator or Evaluator | June 10 of Year 1 |
| Evaluator completes Summative Evaluation Report | May 31 of Year 2 |
| Evaluator conducts Summative Evaluation Meeting, at the request of Educator or Evaluator | June 10 of Year 2 |
| Evaluator and Educator sign Summative Evaluation Report | June 15* of Year 2 |
| Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt | June 15* |

** Or the last school day, whichever is earlier*

Note: *With the exception of summative, reports due dates and conferences may be waived by the mutual documented consent of the Evaluator and the Educator.*

VII. COLLECTION OF EVALUATION DATA

1. Evaluation judgments must be supported by evidence/data.
2. There are three categories of evaluation data:
 - a. direct observation of the Educator's practice in relation to the goals of the Educator Plan and state Performance Standards, and artifacts that demonstrate progress towards goals set, and, in due course, evidence of student learning, growth and achievement
 - b. multiple measures of student learning growth and achievement
 - c. other data related to one or more Performance Standards.
3. **Observations – General**
 - 3.1 Observations include any observations by the Evaluator of an Educator's practice in the classroom and other teaching situations, as well as other settings in which Educators engage with students, other Educators, families, and representatives of outside agencies.

- 3.2 Administrators visit classrooms for a variety of purposes. For this purpose an observation is defined as a visit or observation of an Educator’s work that results in written feedback.
- 3.3 Observations will last a minimum of 15 minutes, but may last longer.
- 3.4 In any cycle year the first observation must be made by November 15, and the last by May 15.
- 3.5 Observations of an Educator are made by a trained Evaluator who has been assigned by the Superintendent of Schools.
- 3.6 Observers should make every reasonable effort not to disturb the event that is being observed. For example, a class taking a test should be avoided. Evaluators may make discreet electronic or hard copy notes during observations, talk with students, and view student work, and materials.
- 3.7 Announced observations will be preceded and followed by a conference between the Educator and the Evaluator.
- 3.8 The Educator must receive feedback within five school days of the observation. The feedback may be oral, or in written or electronic form. Oral feedback that will be part of the observation record must be provided in writing. The Educator must acknowledge receipt of and/or respond to observations feedback questions or comments within 5 school days. The supervisor must respond to Educator comments/feedback within five school days.
- 3.9 By state regulation an observation that results in an assessment that practice is Unsatisfactory or Needs Improvement must be followed by a further observation of at least 30 minutes within 30 school days.
- 3.10 Observations that generate evaluation data must be provided to the Educator using the ***Observations Feedback Form. (Appendix Ka and Kb)***

Table 4: *The frequency of observations is related to the kind of Educator Plan as follows:*

| Educator Evaluation Status | Educator Plan | Unannounced Classroom Observations | Announced Classroom Observations |
|-----------------------------------|----------------------|---|--|
| Pre-Professional Status | Developing | Year 1 3/year Year 2 2/year Year 3 1/year | At least 1/year in addition to Unannounced |
| PTS New Assignment | Self-Directed | 2/year | Discretionary – up to 2* |
| Professional Status | Self-Directed | 2 /year | Discretionary – up to 2* |
| Professional Status | Directed | 7/year | Discretionary – up to 2* |
| Professional Status | Improvement | In Educator Plan | In Educator Plan |

*Note: * Discretionary – as initiated by the Educator or the Evaluator*

4. Announced Observations

- 4.1 All PPS Educators in their first year in the school, PTS Educators on Improvement Plans and other Educators at the discretion of the Evaluator shall have Announced Observation in accordance with Table 4.
- 4.2 The Evaluator shall select the date and time of the lesson or activity to be observed, and shall give the Educator 5 school days' notice of an announced observation.
- 4.3 A pre-observation conference may be called by either the Evaluator or the Educator within five school days of the scheduled observation. In lieu of a meeting the Educator may inform the Evaluator in writing about the planned lesson or activity. Within 5 school days of the observation there shall be a post-observation conference between the Educator and the Evaluator.
- 4.4 The Evaluator shall provide the Educator with written feedback within five school days after the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
 - a. describe the basis for the Evaluator's judgment.
 - b. describe actions the Educator should take to improve his/her performance.
 - c. identify support and/or resources the Educator may use in his/her improvement.
 - d. state that the Educator is responsible for addressing the need for improvement.

5. Artifacts

- 5.1 Educators and Evaluators will collect artifacts relevant to each Educator Plan and the state Performance Standards: a minimum of 1 per Standard and Goal for the mid-cycle review and 2 per Standard and Goal for the summative report.
- 5.2 Artifacts may include, but are not limited to, written and electronic communications, meeting agendas and minutes of meetings, photographs, videos, and evidence of participation in without the prior agreement of the Educator. The recording may not replace a personal observation. A video recording made as part of an observation, and may not be shown in public without the agreement of the teacher.
- 5.3 Artifacts may be stored electronically or by hard copy.

VIII. EVALUATORS

1. Only Educators who are licensed as supervisors may serve as Evaluators.. The Superintendent of Schools shall ensure that Evaluators have training in supervision and evaluation.

2. Evaluators are assigned by the Superintendent of Schools. The great majority of Educators will have a single Evaluator. If attempts to resolve conflicts between the Educator and Evaluator cannot resolve the issue, an Educator reserves the right to request a new Evaluator directly through the building principal, subject to the final approval of the Superintendent.
3. In circumstances in which an Educator works in more than one building, or fulfills a highly specialist role, a primary and secondary Evaluator may be assigned. These circumstances shall be determined by the Superintendent of Schools in consultation with the President of the TRTA. A secondary Evaluator shall not make unannounced observations.
4. There may be occasions when an Evaluator or the Educator determines that it would be helpful to have a third party observe an Educator's practice. In such instances the third party shall be regarded as a **support** to the Educator; not an Evaluator.

IX. TRAINING

1. Prior to the implementation of the evaluation process The district through the Superintendent of Schools shall keep training needs for all Educators, Principals, and other Evaluators under review. Where appropriate training shall reflect guidance from the Department of Elementary and Secondary Education.
2. The initial Faculty Meeting each fall will include a review of the basic process, dates and timelines, and the method Evaluators will use to collect data within that school. A consistent training document and presentation on the overall process will be generated to ensure consistency across the district. Further, it is acknowledged that Evaluator Calibration is important and needed.

X. GENERAL

1. This agreement is intended to replace all Pilot versions of this plan and cover the implementation of statutory requirements, as they currently exist. As such, both parties to this agreement agree and intend to review the these arrangements as required by law or regulations, if any interpretation of the regulations assumed in this plan is inaccurate causing a violation, or in line with the regular collective bargaining process. The changes agreed herein shall take effect with the start of the 2017-2018 school year.
2. In support of this arrangement the Evaluation Working group jointly established by the TRTA and the Superintendent of Schools shall monitor the implementation of the new arrangements and identify areas where revision of the arrangements may be desirable. Either party may reconvene this working group to address issues as they arise.
3. Violations of this article are subject to the grievance and arbitration procedures.

4. 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 of Schools
5. The definitions that apply to this agreement are those set forth by the DESE associated with its model contract language.