

***AGREEMENT BETWEEN***

***TRITON REGIONAL SCHOOL COMMITTEE***

***AND***

***TRITON REGIONAL TEACHERS ASSOCIATION***

**September 1, 2023 - August 31, 2026**

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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, policies 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 Educator Evaluation (Professional Growth System for Educators) has been fully reviewed during the 2022-2023 negotiations process and 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 Artifact requirements.

## ARTICLE VI

### CONDITIONS OF EMPLOYMENT

#### A. WORK YEAR

The Superintendent shall have the option of starting the regular work year (exempts new hires) 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-five (185) 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. The two (2) additional work days for new hires may be held prior to the start of the work year as noted in Section A above. Mentors will participate in one of the two new hire orientation days. New hires and mentors will be compensated with one day's pay at their per diem rate.

#### 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 (including updating resources within curriculum maps in conjunction with professional development), 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**

All class lists and student schedules, Pre K through 12, will be released on the same day, no later than August 15th of each contract at the latest. The district will work to finalize and provide them as soon as possible. At the elementary level, 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 (20) 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 set annually in the stipend listing in Appendix B.
- 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.

#### **R. MEDICAID BILLING – TIME FOR REPORTING:**

Educators who are required to complete reporting for services they provide which are eligible for Medicaid reimbursement will be provided with the equivalent of three (3) days per year during their regular work schedule, which would be roughly once every three months, free of servicing students to allow for reporting to be completed. Educators can utilize those hours however they see fit over the course of the year to complete reporting.

#### **S. ADOPTION OF SCHOOL OR DISTRICT WIDE CURRICULA:**

The adoption and implementation of school or district wide curricula and systemic programs that are mandatory, and which require training of large numbers of staff and a coordinated deployment will be limited to one per school year. However, this does not preclude a group of educators, a department, or one whole school from choosing to add an additional resource, curriculum or systemic program if it is agreed to by a majority of the faculty involved and is of strategic importance for that particular group or school’s work with students.

#### **T. CASELOADS FOR FULL TIME EVALUATORS:**

Full-time evaluators (such as Psychologists) will have no more than thirty (30) active evaluations at any one time over the course of the contract year.

## 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 Personal days shall become sick days and added to a member's accumulated Sick Leave total at the end of each year, subject to the cap on accumulated leave as defined in Article VII, Section B.
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 two hundred and fifty (250) days. Teachers shall be eligible for fifteen (15) days sick leave each contract year, subject to a teacher not carrying over more than 250 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. **ADOPTION AND PARENTAL LEAVE (Note: This section does not change Item 1: Maternity Leave)**

- a) Pursuant to Massachusetts General Laws, Chapter 149, Section 105D, employees who have completed three (3) consecutive months or more of full-time service within the District shall be entitled to up to eight (8) weeks of parental leave for the purpose of parenting a new born child or for the placement of a child under the age of 18, or 23 if the child is mentally or physically disabled, for adoption with the employee who is adopting or intending to adopt a child. If there are two employees employed by the District, they will only be entitled to eight (8) weeks of parental leave in the aggregate for the birth or adoption of the same child. The member of the bargaining unit must provide the Superintendent or his/her designee written notice at least two (2) weeks in advance of the expected departure date and of the intention to return to employment in the system. Teachers who are eligible for the parental leave will be entitled to use up to three (3) consecutive weeks of paid sick leave from their personal accumulated sick leave from the date of adoption or birth. The remaining leave will be unpaid.
- b) Parental leave commences on the date of the child's birth or adoption including planned school vacations.
- c) The employee must provide the Superintendent or his/her designee written notice at least two (2) weeks in advance of the expected departure date and of the intention to return to employment in the system.
- d) An employee who returns from parental leave will be restored to his/her previous position or a position with the same status, pay and length of service credit as the position the employee held prior to the leave unless impacted by application of Article XIII-Reduction in Force.
- e) Parental/adoption leave runs concurrently with any Family and Medical Leave to which the employee is entitled.
- f) An employee that initially qualifies for Parental Leave as outlined in paragraph A above is entitled to extend the initial leave for up to one (1) year on an unpaid basis. During the extended unpaid portion of the leave, the employee may continue health insurance coverage provided that the employee pays 102% of the monthly premium.

**ARTICLE IX**

**INSURANCE BENEFITS**

**A. PREMIUMS**

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

**B. 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 (1/185 for teachers new to the District) for the 2023-2026 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 (2023/2024): 2.5% on salary, with movement on steps, and a 0.5% increase on last day
    - No increased pay in 2023/2024 – 0.5% on final day increases 'floor' for year 2 increase
  - Year 2: (2024/2025): 3.0% salary, with movement on steps
  - Year 3: (2025/2026): 3.0% salary, with movement on steps
5. The stipend for Faculty Senate shall be set as outlined in Appendix B.
6. Middle and High School teachers who agree to teach a sixth (6<sup>th</sup>) class will receive an additional 1/5<sup>th</sup> of their salary, prorated if the assignment is for less than a full year. (*Effective 9/1/2014 by side bar agreement*)
7. For a CAGS degree to make a teacher eligible for movement to the CAGS column of the Salary Scale, the CAGS degree will require at least 30 graduate credits beyond a Master degree.
8. Any member with a Master's degree requiring 60 or more credits will be placed in the M-30 column on the salary grid, and anyone with a Master's degree requiring 80 or more credits will be placed in the M-45 column. Once in those columns, the member is required to meet additional (15) credit requirements for further column movement.
9. The CAGS or Educational Specialist Degree will be combined with column M45, and removed from the Doctorate column effective 9/1/2023. Anyone with a CAGS conferred by June 30, 2024 will be grandfathered into the exiting Dr/CAGS column.
10. A \$1,000/year stipend, payable at the end of each school year, will be paid to those existing staff (as of contract signing) who hold a Doctorate.

**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.
3. 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:

1. All coaches whose contracts have been completed will submit their Letter of Intent to Return (Appendix G) to the building principal within thirty (30) calendar days after the final competitive event. If the Administration knows that the coach will not be rehired, they will be notified as soon as possible but within 30 days of the end of the season. No later than forty-five (45) calendar days prior to the start of the first scheduled practice for the season in which the coach is to return,, the building principal must notify the coach of the status of rehire. If the coach is not notified within the forty-five (45) calendar day time frame prior to the season 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.
2. 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.
3. 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 P:ocess:

In order to ensure 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.

The Coaches Handbook and evaluation process will be reviewed during the 2023/2024 school year with an anticipated side bar MOU settled and agreed with changes by June 30, 2024.

**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 B.
2. All those appointed to stipend positions will submit their notification of intent to the building principal within thirty (30) calendar days after the final competition/meeting/activity event. If the Administration knows that the individual will not be rehired, they will be notified as soon as possible but within 30 days of the final event for the activity. No later than forty-five (45) calendar days prior to the start of the position to which the individual is set to return to, the building principal must notify the teacher of the status of rehire. If the teacher is not notified within the forth-five (45) day time frame prior to the start, 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. 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.
4. At the discretion of the teachers, stipend positions and compensation may be shared by two (2) people with the consent of the principal.
5. It is further agreed that all stipends, in general, will be reviewed with a joint working group between the Association and Administration, with proposed changes brought to the negotiating team for a potential sidebar agreement by June 30, 2024.

**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-curricular 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-curricular 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	\$1,500
After 15 years	\$2,050
After 20 years	\$2,700
After 25 years	\$3,725
After 30 years	\$4,000
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.

#### **J: 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.

3. Unit members (such as Special Educators, Nurses, OT, PT, SLT) who are hired and are working the summer Special Education Extended School Year (ESY) program as required by IEPs to provide services they are normally providing during the school and for which they are licensed will be compensated at their per diem hourly rate calculated from the previous school year's base salary.
4. Teachers who voluntarily participate in curriculum work during the summer will be paid at the hourly rate outlined in item 2 above if funding is available or 12-1 credit at the request of the teacher. This includes but is not limited to, new program reviews, creating new courses, or curriculum committee work at the behest of the district or individual school. The District is committed to this summer work and will annually budget \$5,000 to compensate educators. If that funding is expended, 12-1 credit will be offered in lieu of hourly pay for those teachers who volunteer to complete the work.

## **K: INVOLUNTARY TRANSFERS**

Educators will be compensated for one (1) day for any involuntary change of grade level or building assignment at their per diem rate.

## **L: NATIONAL BOARD LICENSING FOR NURSES**

Nurses who possess an active National Board for Certification of School Nurses (NBCSN) credential shall be paid a stipend of \$2,000 annually. Nurses are required to submit proof of their current active certification on an annual basis in order to qualify for this stipend in a given year.

### **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. An employee may select an annuity from the current carriers of the District. The District will contribute up to a maximum of one percent (1%) of the employees base salary (pre-tax) during each of the contract years, 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 1% of their base salary 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, educational consortiums, certificate programs, trainings, and other strategic professional development offerings which meet the standards established by the DESE for Professional Development Points (PDP's) 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 one thousand dollars (\$1000) 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 2023 - 2026 school years, the Committee will budget a minimum of \$30,000 for tuition reimbursement. The Committee will review the usage every three (3) years during negotiations 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 15<sup>th</sup> 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 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 Core Academic Teachers with the opportunity to enroll in an SEI course at no cost to the teacher. 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.

## 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.
  - d. The rate of pay of a professional status teacher shall not be considered in determining which professional status teacher will be laid off.
  - e. 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 15<sup>th</sup> 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 the District's online job platform (i.e. School Spring). Every interested teacher shall have the opportunity to apply.
2. Administrators will give a 72-hour waiting period from posting to consideration of any applicants. Unit members who formally apply for the position shall be given consideration prior to an outside applicant. If the administrator determines that all factors being considered are equal between the applicants, the unit member shall be appointed to the position over 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. An email will be sent out to all faculty and staff each Friday, through the full calendar year, with a link to the most up-to-date School Spring postings for open positions using the district's mass notification system (i.e. Blackboard Connect) that sends to both district and personal email addresses that have been provided.



**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, 2023 through August 31, 2026.
2. The parties will commence negotiations on or before October 15th of the final year of the agreement, in 2025 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.

**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 14th day of April in the year 2023 by the Parties for:

For the School Committee



Chairperson



Chair- Personnel and Negotiations Subcommittee



Personnel and Negotiations Subcommittee



Personnel and Negotiations Subcommittee

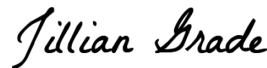
For the Teachers' Association



President



Vice-President



Treasurer

**APPENDIX A – Salary Schedule**

<b>2023/2024 School Year – 2.5% w/Steps</b>								
STEP	B	B30	M	M15	M30	M45/CAGs	M60	Doctorate
1	51,694	52,953	54,636	55,921	57,188	59,281	61,831	64,208
2	53,918	55,236	57,096	58,444	59,766	61,966	64,641	67,020
3	56,259	57,648	59,646	61,061	62,454	64,763	67,566	69,944
4	58,714	60,171	62,296	63,781	65,239	67,664	70,608	72,985
5	61,293	62,821	65,107	66,663	68,198	70,743	73,836	76,214
6	64,025	65,631	68,070	69,704	71,312	73,986	77,231	79,609
7	66,841	68,528	71,154	72,870	74,560	77,369	80,778	83,155
8	70,000	71,801	74,621	76,435	78,228	81,182	84,766	87,144
9	73,158	75,072	78,117	80,032	81,922	85,019	88,778	91,157
10	77,450	80,234	82,626	85,048	87,456	90,065	93,639	96,016
11	81,743	85,394	87,133	90,062	92,992	95,112	98,499	100,878

<b>2023/2024 School Year – FINAL DAY (August 31, 2024) - 0.5%</b>								
STEP	B	B30	M	M15	M30	M45/CAGs	M60	Doctorate
1	51,952	53,218	54,909	56,201	57,474	59,577	62,140	64,529
2	54,188	55,512	57,381	58,736	60,065	62,276	64,964	67,355
3	56,540	57,936	59,944	61,366	62,766	65,087	67,904	70,294
4	59,008	60,472	62,607	64,100	65,565	68,002	70,961	73,350
5	61,599	63,135	65,433	66,996	68,539	71,097	74,205	76,595
6	64,345	65,959	68,410	70,053	71,669	74,356	77,617	80,007
7	67,175	68,871	71,510	73,234	74,933	77,756	81,182	83,571
8	70,350	72,160	74,994	76,817	78,619	81,588	85,190	87,580
9	73,524	75,447	78,508	80,432	82,332	85,444	89,222	91,613
10	77,837	80,635	83,039	85,473	87,893	90,515	94,107	96,496
11	82,152	85,821	87,569	90,512	93,457	95,588	98,991	101,382

- No payments will be made on the final day reflecting the 0.5% increase
- Change on final day of contract year 1 becomes new ‘base’ for increase in the 2<sup>nd</sup> contract year

<b>2024/2025 School Year - 3.0% w/Steps</b>								
STEP	B	B30	M	M15	M30	M45/CAGs	M60	Doctorate
1	53,511	54,815	56,556	57,887	59,198	61,364	64,004	66,465
2	55,814	57,177	59,102	60,498	61,867	64,144	66,913	69,376
3	58,236	59,674	61,742	63,207	64,649	67,040	69,941	72,403
4	60,778	62,286	64,485	66,023	67,532	70,042	73,090	75,551
5	63,447	65,029	67,396	69,006	70,595	73,230	76,431	78,893
6	66,275	67,938	70,462	72,155	73,819	76,587	79,946	82,407
7	69,190	70,937	73,655	75,431	77,181	80,089	83,617	86,078
8	72,461	74,325	77,244	79,122	80,978	84,036	87,746	90,207
9	75,730	77,710	80,863	82,845	84,802	88,007	91,899	94,361
10	80,172	83,054	85,530	88,037	90,530	93,230	96,930	99,391
11	84,617	88,396	90,196	93,227	96,261	98,456	101,961	104,423

<b>2025/2026 School Year - 3.0% w/Steps</b>								
STEP	B	B30	M	M15	M30	M45/CAGs	M60	Doctorate
1	55,116	56,459	58,253	59,624	60,974	63,205	65,924	68,459
2	57,488	58,892	60,875	62,313	63,723	66,068	68,920	71,457
3	59,983	61,464	63,594	65,103	66,588	69,051	72,039	74,575
4	62,601	64,155	66,420	68,004	69,558	72,143	75,283	77,818
5	65,350	66,980	69,418	71,076	72,713	75,427	78,724	81,260
6	68,263	69,976	72,576	74,320	76,034	78,885	82,344	84,879
7	71,266	73,065	75,865	77,694	79,496	82,492	86,126	88,660
8	74,635	76,555	79,561	81,496	83,407	86,557	90,378	92,913
9	78,002	80,041	83,289	85,330	87,346	90,647	94,656	97,192
10	82,577	85,546	88,096	90,678	93,246	96,027	99,838	102,373
11	87,156	91,048	92,902	96,024	99,149	101,410	105,020	107,556

- Columns B30 and M15 are closed, and no current or new employees can move to this column.
- CAGs (Educational Specialist) was moved to M45 column effective 9/1/2023. Anyone with a CAGS conferred by June 30, 2024 will be grandfathered into the exiting Dr/CAGS column.

**APPENDIX B**

**Stipends – Curriculum & Extra Curricular**

<b>District Wide &amp; Curriculum Leadership Stipends</b>			
<b>Stipend</b>	<b>2023/2024</b>	<b>2024/2025</b>	<b>2025/2026</b>
Content Specialist (1 per Content Area - Not Math/ELA) -- Elementary	\$3,359	\$3,359	\$3,359
Content Specialist (1 per Content Area) -- Middle School	\$1,680	\$1,680	\$1,680
Team Leader - Middle School	\$1,680	\$1,680	\$1,680
Program Coordinator (9 Positions) -- High School	\$3,359	\$3,359	\$3,359
Coordinator - Mentor Teacher (1 per School)	\$591	\$591	\$591
Special Education Evaluation Team Chairperson (1.0 FTE Stipend)	\$4,031	\$4,031	\$4,031
Faculty Senate (5 per school)	\$2,230	\$2,230	\$2,230
Leader – Specialist Content PD (1 per Content Area)	\$757	\$757	\$757
Leader – Teacher Mentor (1 per School)	\$591	\$591	\$591
District Nurse (1)	\$3,359	\$3,359	\$3,359
Math Facilitator (1 per Elementary School)	\$2,016	\$2,016	\$2,016
Coordinator – Science & Engineering Fair (1) -- District Wide	\$1,124	\$1,124	\$1,124
Coach – Science & Engineering Fair (1/School) -- Elementary/Middle	\$591	\$591	\$591
Coach – Destination Imagination (1 per Team) -- All Grades/Schools	\$944	\$944	\$944
Coordinator – Peer Mediation (1 per School)	\$1,637	\$1,637	\$1,637
Coordinator – Website (1 per School)	\$1,182	\$1,182	\$1,182
Coach – Intramural (2x/week for 8 weeks)	\$685	\$685	\$685
Coordinator – SES Family Connection	\$2,130	\$2,130	\$2,130
Coordinator – Title I	\$4,031	\$4,031	\$4,031
Parent & Community Involvement Title I Outreach	\$1,420	\$1,420	\$1,420

<b>High School Club and Activities</b>			
<b>Stipend</b>	<b>2023/2024</b>	<b>2024/2025</b>	<b>2025/2026</b>
Advisor – World Language Immersion/Exchange Programs	\$1,786	\$1,786	\$1,786
Advisor – Art Club	\$1,006	\$1,006	\$1,006
Advisor – Community Service	\$1,786	\$1,786	\$1,786
Advisor – DECA	\$2,235	\$2,235	\$2,235
Advisor – Environmental Club	\$1,629	\$1,629	\$1,629
Advisor – World Language National Honor Society	\$1,639	\$1,639	\$1,639
Advisor – Freshman Class	\$1,629	\$1,629	\$1,629
Advisor – GSA	\$1,629	\$1,629	\$1,629
Advisor – Junior Class	\$2,235	\$2,235	\$2,235
Advisor – Leaders’ Club	\$1,639	\$1,639	\$1,639
Advisor – Literary Magazine/Scribe	\$1,629	\$1,629	\$1,629
Advisor – Math Team	\$1,629	\$1,629	\$1,629
Advisor – National Honor Society	\$1,639	\$1,639	\$1,639
Advisor – Newspaper/Triton Voice	\$1,629	\$1,629	\$1,629
Advisor – Robotics Team	\$1,629	\$1,629	\$1,629
Advisor – S.A.D.D.	\$1,629	\$1,629	\$1,629
Advisor – School to Career	\$2,739	\$2,739	\$2,739
Advisor – Senior Class	\$2,832	\$2,832	\$2,832
Advisor – Sophomore Class	\$1,639	\$1,639	\$1,639
Advisor – Student Council	\$2,832	\$2,832	\$2,832
Advisor – Tech/STEM Club	\$1,629	\$1,629	\$1,629
Advisor – Tomorrow Teachers’ Club	\$1,629	\$1,629	\$1,629
Advisor – Yearbook/Voyager	\$4,321	\$4,321	\$4,321
<b>INSTRUCTIONAL/ACADEMIC</b>			
Coordinator – Credit Recovery	\$2,958	\$2,958	\$2,958
Coordinator – Freshman Transition	\$1,775	\$1,775	\$1,775
Coordinator – MCAS Tutoring	\$1,881	\$1,881	\$1,881
Coordinator – Student Advisory (1 Per Grade Level)	\$946	\$946	\$946
Detention Supervisor	\$2,844	\$2,844	\$2,844
Detention Assistant	\$1,581	\$1,581	\$1,581
Teacher – Saturday School	40/hr.	40/hr.	40/hr.
<b>VISUAL AND PERFORMING ARTS</b>			
Full Year: Advisor – Drama Club	\$2,498	\$2,498	\$2,498
Full Year: Director – Women’s Select Choir	\$1,585	\$1,585	\$1,585
Full Year: Director – Men’s Choir	\$1,585	\$1,585	\$1,585
Fall Marching Band: Assistant Director	\$2,496	\$2,496	\$2,496
Fall Marching Band: Director	\$4,321	\$4,321	\$4,321
Play: Costumer	\$900	\$900	\$900
Play: Director	\$2,497	\$2,497	\$2,497
Play: Technical Director/Set Designer (may require 2)	\$895	\$895	\$895
Musical: Costumer	\$900	\$900	\$900
Musical: Accompanist	\$1,252	\$1,252	\$1,252
Musical: Choreographer	\$1,629	\$1,629	\$1,629
Musical: Director – Music	\$2,832	\$2,832	\$2,832
Musical: Director – Technical/Set Designer (may require 2)	\$895	\$895	\$895
Musical: Director – Theatrical	\$2,859	\$2,859	\$2,859

<b>Middle School Stipends</b>			
<b>Stipend</b>	<b>2023/2024</b>	<b>2024/2025</b>	<b>2025/2026</b>
Advisor – Drama Club	\$1,639	\$1,639	\$1,639
Advisor – Jazz Band	\$1,629	\$1,629	\$1,629
Advisor – Literary Magazine	\$603	\$603	\$603
Advisor – Math Team	\$1,629	\$1,629	\$1,629
Advisor – Newspaper (3x/year)	\$1,629	\$1,629	\$1,629
Advisor – Select Choir	\$1,639	\$1,639	\$1,639
Coordinator – 8 <sup>th</sup> Grade Class Trip			
Advisor: Student Council	\$1,786	\$1,786	\$1,786
Advisor – Yearbook	\$944	\$944	\$944
Supervisor – Detention	\$2,844	\$2,844	\$2,844

<b>Elementary School Stipends</b>			
<b>Stipend</b>	<b>2023/2024</b>	<b>2024/2025</b>	<b>2025/2026</b>
Accompanist – Choir	\$448	\$448	\$448
Advisor – Student Council	\$1,786	\$1,786	\$1,786
Chaperone – 5 <sup>th</sup> /6 <sup>th</sup> Grade Camp (per night)	\$187	\$187	\$187
Coordinator – 5 <sup>th</sup> /6 <sup>th</sup> Grade Camp	\$448	\$448	\$448
Coordinator – 5 <sup>th</sup> /6 <sup>th</sup> Grade Camp w/Fundraising Role	\$1,629	\$1,629	\$1,629
Coordinator – Math Team	\$498	\$498	\$498
Designer – Set/Costume (Drama)	\$448	\$448	\$448
Director – Advanced Band	\$2,163	\$2,163	\$2,163
Director – Beginner Band	\$1,639	\$1,639	\$1,639
Director – Choir	\$2,163	\$2,163	\$2,163
Director – Musical	\$2,832	\$2,832	\$2,832
Director – Stage Band	\$1,786	\$1,786	\$1,786
Director – Stage/Musical	\$1,639	\$1,639	\$1,639
Director – Wind Ensemble	\$2,163	\$2,163	\$2,163



**Appendix C - Middle & High School Athletics Stipends**

SPORT	2023/2024			2024/2025			2025/2026		
	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	5,083	5,993	6,905	5,083	5,993	6,905	5,083	5,993	6,905
Baseball/Softball – Assist.	3,463	3,920	4,375	3,463	3,920	4,375	3,463	3,920	4,375
Basketball – Varsity (B & G)	6,053	6,600	7,146	6,053	6,600	7,146	6,053	6,600	7,146
Basketball – Assist.(B & G)	3,755	4,210	4,663	3,755	4,210	4,663	3,755	4,210	4,663
Cheering(each of 2 seasons)	3,487	4,033	4,578	3,487	4,033	4,578	3,487	4,033	4,578
Cross Country (B & G)	3,487	4,033	4,578	3,487	4,033	4,578	3,487	4,033	4,578
Field Hockey – Varsity	5,083	5,993	6,905	5,083	5,993	6,905	5,083	5,993	6,905
Field Hockey – Assistant	3,463	3,920	4,375	3,463	3,920	4,375	3,463	3,920	4,375
Football – Varsity	8,043	8,954	9,861	8,043	8,954	9,861	8,043	8,954	9,861
Football – Assistant	4,149	4,694	5,604	4,149	4,694	5,604	4,149	4,694	5,604
Football – Freshman	3,107	3,561	4,014	3,107	3,561	4,014	3,107	3,561	4,014
Football – Freshman Assist.	2,945	3,157	3,368	2,945	3,157	3,368	2,945	3,157	3,368
Freshman Sports (Not Ftbl)	2,892	3,302	3,762	2,892	3,302	3,762	2,892	3,302	3,762
Golf - Varsity	3,487	4,033	4,578	3,487	4,033	4,578	3,487	4,033	4,578
Ice Hockey – Varsity	6,053	6,600	7,146	6,053	6,600	7,146	6,053	6,600	7,146
Ice Hockey – Assistant	3,755	4,210	4,663	3,755	4,210	4,663	3,755	4,210	4,663
Indoor Track – Varsity	5,083	5,993	6,905	5,083	5,993	6,905	5,083	5,993	6,905
Indoor Track – Assistant	3,463	3,920	4,375	3,463	3,920	4,375	3,463	3,920	4,375
Lacrosse - Varsity	5,083	5,993	6,905	5,083	5,993	6,905	5,083	5,993	6,905
Lacrosse – Assistant	3,463	3,920	4,375	3,463	3,920	4,375	3,463	3,920	4,375
Soccer – Varsity (B & G)	5,083	5,993	6,905	5,083	5,993	6,905	5,083	5,993	6,905
Soccer – Assistant (B & G)	3,463	3,920	4,375	3,463	3,920	4,375	3,463	3,920	4,375
Swimming - Varsity	3,487	4,033	4,578	3,487	4,033	4,578	3,487	4,033	4,578
Tennis (B & G)	3,487	4,033	4,578	3,487	4,033	4,578	3,487	4,033	4,578
Track – Varsity (B & G)	5,083	5,993	6,905	5,083	5,993	6,905	5,083	5,993	6,905
Track – Assistant (B & G)	3,463	3,920	4,375	3,463	3,920	4,375	3,463	3,920	4,375
Volleyball – Varsity	5,083	5,993	6,905	5,083	5,993	6,905	5,083	5,993	6,905
Volleyball – Assistant	3,463	3,920	4,375	3,463	3,920	4,375	3,463	3,920	4,375
Wrestling – Varsity	5,083	5,993	6,905	5,083	5,993	6,905	5,083	5,993	6,905
Wrestling – Assistant	3,463	3,920	4,375	3,463	3,920	4,375	3,463	3,920	4,375
Middle School Soccer	1,677	2,096	2,564	1,677	2,096	2,564	1,677	2,096	2,564
Middle School Track	1,677	2,096	2,564	1,677	2,096	2,564	1,677	2,096	2,564
Middle School Basketball	1,677	2,096	2,564	1,677	2,096	2,564	1,677	2,096	2,564
Middle School Field Hockey	1,677	2,096	2,564	1,677	2,096	2,564	1,677	2,096	2,564
Middle School Cross Country	1,677	2,096	2,564	1,677	2,096	2,564	1,677	2,096	2,564

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

*Respect – Integrity – Excellence For All*

## 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.
5. 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 Educators**

**2023 – 2026**



**TRITON REGIONAL SCHOOL DISTRICT**  
**PROFESSIONAL GROWTH SYSTEM FOR TEACHERS**

*2023-2026*

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
  - C .....Goal Setting Form
  - D.....Educator Plan Form
  - E.....Formative Assessment Report Form
  - F .....Formative 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
  - L .....Peer Mentor Proposal Form
  - M.....Peer 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.
3. The Association and President and Superintendent agree to meet and review the document anytime a new educator evaluation rubric is released by the Department of Elementary and Secondary Education. If the President and Superintendent mutually agree to implement the rubric, the change shall be officially made. If mutual agreement cannot be reached, changes may only be made through formal negotiations by the Association and School Committee.

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.
4. 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*.
  5. Evaluators may acknowledge a level of performance between Proficient and Exemplary by commenting in narrative text.
  6. 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*).
  7. 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 Peer Mentor	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	

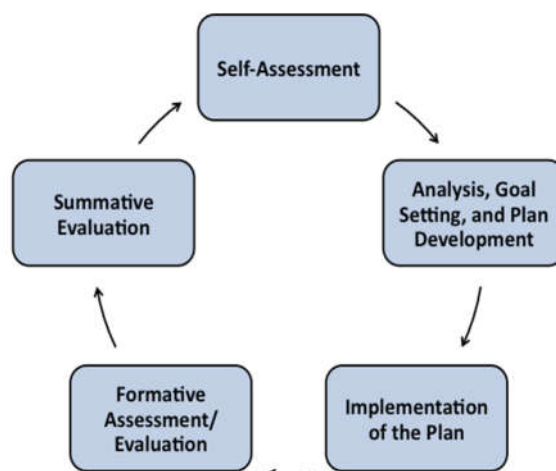
*Note: PPS = Pre-Professional Status*

*PTS = Professional Teacher Status*

## VI. PROFESSIONAL GROWTH PROCESS

The professional growth process involves

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



### 1. Self-Assessment: (Start after end of previous cycle - By October 30)

- 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 30)

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)*

<b>Educator Plans</b>
-----------------------

- 2.9 There are six (6) 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	Self Directed Peer Mentor	Developed by the Educator, and approved by 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 An Educator who wishes to move to a Peer Evaluation plan must be in their sixth year and have been rated proficient or exemplary in all four standards for five consecutive years, and must submit a proposal to the Evaluator by October 1st. The proposal will include potential goals and peer mentors. **See Appendix L.** The Peer Mentor must also meet the same requirements (5 consecutive years of Proficient or Advanced).
- 2.17 Educators on a Peer Mentor Plan will identify at least two (2) mentors to work with, and identifies goals and why peer mentors will be beneficial to work with, with that proposal due by October 1st of the year the Mentor plan is to start. The Educator will complete the full Self Assessment and Educator Plan in partnership with their Peer Mentor and approved by the Evaluator, due by October 30th as with other educators.
- 2.18 For Educators on Peer Mentor Plan, the Evaluator completes Formative at end of year 1 in partnership with Educator and Peer Mentor, and Evaluator makes a determination whether Educator continues for 2nd year of self directed Peer Mentor Plan. If the Educator doesn't continue, they move to year 1 of a Two Year Self Directed Plan. If they do continue, the Evaluator will complete the *Summative* at the end of year 2.
- 2.19 Educators who meet the qualifications and move to a Peer Mentor Plan can complete no more than two (2) consecutive Peer Mentor Self Directed Plans. After two (2) consecutive Peer Mentor cycles, an Educator must complete at least one (1) full 2 year Self Directed cycle in order to qualify again for the Peer Mentor plan.
- 2.20 **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***)
- 4.9 The ***Formative Evaluation Report Form*** will be used to record the mid-cycle formative evaluation of teachers on a peer mentoring two-year cycle to determine if they will continue with peer mentoring or return to a regular PTS schedule. The final decision about continuing on a peer mentor plan or returning to the regular schedule will be made by the Evaluator.

## **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 A Summative Conference is required, and the Evaluator shall give the Educator 5 school days' notice of a conference associated with a summative evaluation.
- 5.4 Evaluator conferences with Educators who are assessed as Needs Improvement or Unsatisfactory must be completed by June 1.
- 5.5 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.
- 5.6 All summative reports for Educators on two-year Educator plans must be completed by May 15 of the second year of the cycle.

- 5.7 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)
- 5.8 The ***Summative Evaluation Report Form*** will be used to record the summative evaluation. (***Appendix G***)
- 5.9 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***)
- 5.10 Summary of Evaluation Cycle Schedule: See Table 3 on the next page

## 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 (next page).

<b>Educators On One-Year Plans: <i>Developing, Directed, or Needs Improvement</i></b>	<b>Completed By</b>
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 30
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 30
Evaluator completes Educator Plans	November 1
Evaluator completes first observation of each Educator, unless Educator is on a Peer Mentor Plan	December 1
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired), or 4 weeks before Formative Assessment Report date established by Evaluator	2 <sup>nd</sup> Tuesday in January
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	1 <sup>st</sup> 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	June 10

<b>Educators with PTS on Two-Year Plans</b> <i>The first year of a self-directed plan is shaded in the table above.</i>	<b>Completed By</b>
Evaluator completes observation(s) – first by December 1 <sup>st</sup> as noted above	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	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 December 1, and the last by May 15. Educators on Peer Mentoring plans will be evaluated one time prior to May 15<sup>th</sup> of the second year of the plan.
- 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 If an observation is to take place outside of the classroom, the Evaluator will notify the Educator ahead of time, and the Educator will have the ability to request another location for the observation.
- 3.8 Announced observations will be preceded and followed by a conference between the Educator and the Evaluator. Both the Educator and Evaluator can identify areas of focus, with the Evaluator having the final say if there is not agreement.
- 3.9 Educators will have the option of holding the post observation conference in their classroom if they choose to do so.
- 3.10 The Educator must receive feedback within five school days of the observation. Feedback will be provided through the Frontline Learning Platform and will utilize an updated format as agreed to starting September 1, 2023. 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.
- 3.11 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.
- 3.12 Observations that generate evaluation data must be provided to the Educator using the ***Observations Feedback Form. (Appendix Ka and Kb )***
- 3.13 Peer Mentors will complete at least 3 observations per year of the Educator they are paired with using the Peer Observation Feedback Form found in Appendix M. The Evaluator will complete 1 observation over the course of the 2 year plan.

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

<b>Educator Evaluation Status</b>	<b>Educator Plan</b>	<b>Required Observations</b>	<b>Discretionary Observations</b>
PPS – Year 1	Developing	2 Announced and 2 Unannounced	Additional 2 Unannounced
PPS – Year 2	Developing	2 Announced and 1 Unannounced	Additional 2 Unannounced
PPS – Year 3	Developing	1 Announced and 1 Unannounced	Additional 2 Unannounced
PTS	Self-Directed	1 Announced and 1 Unannounced	1 Announced and 1 Unannounced
PTS	Peer Mentor	1 Announced by Evaluator per 2 year cycle, 3/year by Mentor	2 Unannounced by Evaluator, and as agreed by Educator for Mentor
PTS	Directed	3 Announced and 4 Unannounced	N/A
PTS	Improvement	In Educator Plan	In Educator Plan

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

*PPS = Pre Professional Status Educator, and PTS = Professional Status Educator*

#### **4. Announced Observations**

- 4.1 All PPS and PTS Educators will 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. 3.63.7  
If an observation is to take place outside of the classroom, the Evaluator will notify the Educator ahead of time, and the Educator will have the ability to request another location for the observation.
- 4.3 A pre-observation conference will be scheduled with the Evaluator or the Educator within five school days of the scheduled observation. Both the Educator and Evaluator can identify areas of focus, with the Evaluator having the final say if there is not agreement. 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 Standards 3 and 4 and Goal, and 1 for Standards 1 and 2 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.
- 5.4 Educators on *Peer Mentor Plans* must meet all Artifact requirements as a traditional *PTS – 2 Year Self Directed plan*, and must include a *Peer Mentor Feedback Form* as one of the artifacts.

## 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.



## Peer Mentor Proposal

Staff who have been approved to pursue the Peer Mentor Plan must complete this proposal form and submit it to the building administrator by \_\_\_\_\_

Name of staff member \_\_\_\_\_

Grade/Content \_\_\_\_\_

Why do you want to participate in peer mentoring?

Please provide a brief summary or description of what you hope to accomplish:

Develop a minimum of one student and one teacher goal related to your peer mentoring project. *These goals should be measurable and will help in determining if you accomplished what you had set out to accomplish during this mentoring year.*

Identify at least two Peer mentors you would like to work with during your mentoring year. Include why you think the mentors will be able to assist you in meeting your goals and supporting your mentoring plan.

Identify the number of observations your peer mentor will complete and include a timeline (minimum of three observations).



## Peer Feedback Form

Peer Observer's Name \_\_\_\_\_

Teacher's Name \_\_\_\_\_

Date of observation \_\_\_\_\_

Observation Focus:

Summary of observation (*Please address the standard and elements observed*):

Areas of success:

Areas for consideration/reflection:

Questions/Suggestions:

## Post-Conference

Plan for next steps: