

AGREEMENT BETWEEN

TRITON REGIONAL SCHOOL COMMITTEE

AND

TRITON REGIONAL TEACHERS ASSOCIATION

September 1, 2006 - August 31, 2007

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
I PREAMBLE.....	1
II ASSOCIATION RECOGNITION, JURISDICTION, AND DEFINITIONS.....	1
A. Recognition	1
B. Jurisdiction	1
C. Definitions	1
III RIGHTS OF SCHOOL DISTRICT.....	2
IV GRIEVANCE PROCEDURE.....	3
A. Definition	3
B. Adjustment of Grievance	3
C. Miscellaneous	4
V TEACHER EVALUATION.....	5
VI CONDITIONS OF EMPLOYMENT.....	6
A. Work year	6
B. Length of Work Year	6
C. Professional Responsibilities.....	6
D. Meetings	7
E. Duty Free Lunch	7
F. Assignment	7
G. Duties	7
1. Elementary	
2. Secondary Duties	
H. Planning Time & Scheduling	8
1. Elementary	
2. Secondary	
I. Non-professional Activities	8
J. Submitting Grades	8
K. Notice of Assignment	8
L. Class list	9
M. Use of Premises	9
N. Class Size	9
O. Inclusionary Programming	9

VII	LEAVES OF ABSENCE WITH PAY.....	10
	A. Personal Leave	10
	B. Sick Leave	10
	C. Sick Leave Bank	11
	D. Bereavement	12
	E. Professional	12
	F. Association	12
	G. Jury Duty	12
	H. Sabbatical	12
	I. Religious Observances	13
	J. Other	13
VIII	LEAVES OF ABSENCE WITHOUT PAY.....	13
	A. General Provisions Concerning Unpaid Leaves of Absence	13
	B. Marriage	13
	C. Peace Corps or Exchange Program	14
	D. Full-Time Position to Part Time	14
	E. Other	14
	F. Family Medical Leave Act (FMLA)	14
	G. FMLA Leave for Serious Health Conditions	14
	H. Parental Leave of Absence	14
	1. Maternity Leave	
	2. Parental Leave	
IX	INSURANCE BENEFITS.....	16
	A. Premiums	16
	B. Dental Plan	16
	C. Life Insurance	16
X	COMPENSATION.....	17
	A. General Provisions	17
	B. Program Coordinators, Team Leaders & Content Specialists ...	17
	C. Coaches	17
	D. Extra Curricular Responsibilities	18
	E. Longevity	18
	F. Detention Duty	18
	G. Salary Increase for Final Year Teachers	18

XI	DEDUCTIONS	19
	A. Payroll Deductions	19
	B. 403(b) Plan	19
XII	PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT.....	19
	A. In Service Training	19
	B. Reimbursement	20
	C. Additional Expenses	20
	D. Movement on the Salary Scale	20
	E. 12/1 Credit	20
XIII	REDUCTION IN FORCE.....	21
	A. Definitions	21
	B. Notification, Option, and Standard of Review	22
	C. Recall	23
XIV	VACANCIES & POSTING.....	24
XV	GENERAL PROVISIONS.....	24
	A. Non-Discrimination	24
	B. Teacher Protection and Liability	24
	C. Consultation on Professional Concerns	24
	D. Resignation	25
	E. Savings Provisions	25
	F. CORI Reports	25
XVI	DURATION.....	26
APPENDICES:		
	A. Teacher Salary Scale	27
	B. Stipends	28
	C. Coaches' Stipends	29
	D. Extra Curricular Stipends	30
	E. Form Letter to School Committee from Teacher Electing "Option"	32
	F1. Sick Leave Bank Committee & Application for Extended Sick Leave Benefits	33
	F2. TRTA Sick Leave Bank Committee & Physician's Report	34
	F3. Sick Leave Bank Committee Member Notification	35
	F4. Sick Leave Bank Committee Superintendent Notification	36
	G. PROFESSIONAL GROWTH SYSTEM FOR TEACHERS	37

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

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

B. JURISDICTION

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

C. DEFINITIONS

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

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

ARTICLE III

RIGHTS OF SCHOOL DISTRICT

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

7. The Committee designates the Superintendent as its agent in all matters pertaining to this Agreement.

ARTICLE IV

GRIEVANCE PROCEDURE

A. DEFINITION

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

B. ADJUSTMENT OF GRIEVANCE

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

3. Step 3:

If the grievance is not settled at Step 2, the employee or the employee's designee(s), within ten (10) school days after the meeting with the Superintendent in Step 2, may file the grievance in writing with the School Committee. Within ten (10) school days after receiving the written grievance, the School Committee shall meet with the aggrieved employee or whomever the employee may select for the purpose of resolving the grievance. Step 3 is not automatic, but rather depends upon whether the grievance is appropriate for presentation to the School Committee in light of the Education Reform Act.

4. Step 4:

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

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

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

C. MISCELLANEOUS

1. By mutual agreement of the Association, Superintendent, and Principal, Step 1 of the grievance procedure may be waived.
2. No written communication, other document, or record relating to any grievance shall be filed in the personnel file maintained by the Superintendent for any employee involved in presenting such a grievance. To abide by current statute, all documents pertaining to grievances shall be maintained in a file set up for this purpose. Access to this file shall be granted only to the Superintendent, the President of the Association, and the employee. If said employee should leave the employ of the Triton

Regional School District, the contents of the file shall not be sent to any future employer.

3. All decisions rendered under the provisions of this proceeding shall be in writing and set forth the reasons therefore.
4. All decisions accepted in the grievance procedure from Step 1 on are binding on both parties. Failure to advance a grievance to the next step constitutes acceptance of the decision. Nothing in this section shall prejudice the rights of others in the processing of similar grievances.

ARTICLE V

TEACHER EVALUATION

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

All monitoring or observation of the work performed by a teacher will be conducted openly and with full knowledge of the teacher. Under normal circumstances, each teacher with professional teacher status will be evaluated according to a three-year cycle. This cycle shall consist of formal observations in which the teacher will be formally observed at least two (2) times, ideally for a full class period each time, during one of the three years in the cycle. The teacher will undertake a self-evaluation in one of the other two years in the three-year cycle. The order in which these evaluations are undertaken shall not change after the initial three-year cycle for each teacher with professional teacher status unless mutually agreed upon by the evaluator and the evaluatee. Each teacher without professional teacher status will be observed at least three (3) times a year, ideally for a full class period each time. The evaluations of those teachers with professional teacher status will be completed by May 31. At least one (1) of the teacher's formal observations will be conducted upon advance notice (at least 24 hours). Teachers will be given a copy of each classroom observation report within five (5) school days after the teacher's classroom observation, will have the right to discuss each report with their evaluator before signing them and will have the right to a re-observation if the teacher feels that the circumstances of the observation were unfair or unrepresentative of the teacher's work. Teachers will be given a copy of their "Observation Report" within five (5) school days after completion of said report, which in any case shall be prior to formal review of said report by the Committee.

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. Appendix G shall be the Performance Standards and Evaluation Procedures of the Triton Regional School District.

ARTICLE VI

CONDITIONS OF EMPLOYMENT

A. Work Year

The Superintendent shall have the option of starting the work year one week before Labor Day. In the event that the Superintendent exercises this option, all provisions of the Agreement to take effect on that September 1 shall take effect with the first workday. Teachers shall be notified by April 30 of the calendar for the next school year. In the event that the Superintendent exercises this option, no work or school will be scheduled on the Friday immediately preceding Labor Day. At the elementary level, four (4) early release days will be provided. Early release days for grades 1-3 will be provided for parent-teacher conferences; early release days for grades 4-6 will be provided for parent teacher conferences (3) days and professional development (1) day. Early release days will be scheduled at the superintendent's discretion.

B. Length of Work Year

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

C. Professional Responsibilities

The School Committee and the Association agree that all teachers shall devote the time necessary, within the work year, to ensure that they meet all their professional responsibilities, such that students receive the highest quality education. The foregoing responsibilities include, but are not limited to, telephone and personal conferences with parents/guardians, make-up work for students, extra help for students, ensuring the safety of students, meeting and conferring with colleagues, preparation for class and school-related activities/events, curriculum work, and professional development activities.

A newly employed teacher's responsibilities shall include attendance at and participation in certain work-related training designated by the Superintendent after notice to the Association President. Examples of such training include prevention of, and dealing with harassment, Crisis Prevention Intervention, and system-wide curriculum initiatives, such as Writing Across the Curriculum. Teachers shall not receive additional payment to attend these training sessions.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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 attempt to provide each teacher with one (1) planning period on each full day of school.

Every effort will be made by the Administration not to assign any supervisory duties to a teacher on a day when the teacher is not scheduled for a planning period.

I. 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.

J. Submitting Grades

All teachers will be given four (4) 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.

K. 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.

L. Class List

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

M. 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.

N. Class Size

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

O. 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 a copy of the IEP of each special needs child.

- 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.

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

ARTICLE VII

LEAVES OF ABSENCE WITH PAY

A. PERSONAL LEAVE

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

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

B. SICK LEAVE

1. Teachers shall be eligible for fifteen (15) days sick leave each contract year. Such leave may be accumulated up to one hundred seventy-five (175) days. N.B.: To the extent that a Pine Grove School teacher had more than one hundred seventy-five (175) days of accumulated sick leave as of August 31, 1994, the accumulated sick leave will be retained. 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. The Bank will be administered by a committee of four persons: two members representing the School Committee and two members representing the Association, to be known as the Sick Leave Bank Committee. 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.

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 ($\frac{1}{2}$) 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 are subject to the recommendation of the principal, and the discretionary approval of the Superintendent.

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

2. Parental Leave of Absence

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

non-FMLA leave of absence may continue the employee's insurance coverage during the leave of absence provided that the employee pays 100% of the monthly premium.

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

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

ARTICLE IX

INSURANCE BENEFITS

A. Premiums

Members of the bargaining unit shall be entitled to participate in the group health and dental insurance program. Participants in the HMO Blue New England plan shall pay twenty-five percent (25%) of the premium and the District shall pay seventy-five percent (75%) of the monthly premium. Participants in the Blue Care Elect Preferred (PPO) shall pay thirty percent (30%) of the premium and the District shall seventy percent (70%) of the premium.

1. Blue Care Elect Preferred, a Preferred Provider Organization (PPO) as the indemnity plan or the equivalent thereof;
2. HMO Blue New England as the HMO or the equivalent thereof;

B. Dental Plan

The District shall pay seventy-five percent (75%) and the participants shall pay twenty-five percent (25%) of the premium for the dental plan. The insurance plans offered by the District shall consist of the following:

1. Delta Dental Plan or the equivalent thereof.

C. Life Insurance

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

ARTICLE X

COMPENSATION

A. GENERAL PROVISIONS

1. Teachers shall be paid in twenty-six (26) equal installments on a biweekly basis. Teachers shall have the option of having their summer pay provided to them in a lump sum amount at the end of the school year, provided that the teacher has indicated preference for this option in writing prior to May 15 of each contract year.
2. The per diem rate for teachers shall be 1/183 (1/184 for teachers new to the District).
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. Teachers shall be paid an annual salary pursuant to the salary schedule contained in Appendix A.

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.

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.

C. Coaches

Coaches at the secondary level shall be paid an annual stipend pursuant to the schedule contained in Appendix C. Hiring of Coaches:

1. All coaches whose contracts have been completed will be notified of rehiring by the last day of the school year. Those whose contracts have not been completed by the last day of school will be notified within two (2) weeks after the close of school of rehiring.
2. Coaching positions will be advertised on a yearly basis. It is presumed that incumbents are applicants for the position. Interviewing and selection of coaches pursuant to the *Vacancies* provision shall be conducted only if there are additional applicants besides the incumbent.
3. The District reserves the right to place a coach new to the position in any one of the "Years of Service" columns.

D. Extra-curricular Responsibilities

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

E. LONGEVITY

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

Years of Continuous Service to the District Schools

After 10 years	\$1500
After 15 years	\$2050
After 20 years	\$2700
After 25 years	\$3725
After 30 years	\$4000

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 on their final pay before retirement.

F. 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.

G. SALARY INCREASE FOR FINAL YEAR TEACHERS and 403(b) PLAN ELECTION

Members may elect to join a 403(b) plan and some teachers have selected to receive the salary increase for final year teachers in lieu of joining the 403 (b) plan. These teachers may be eligible for a further salary increase during the last year of employment as provided below. This selection must have been made by January 1, 1999. Effective 2007, this language giving unit members the option shall cease, and shall be of no force and effect to any unit member who retires from the District after that date even if the member had not opted for the 403(b) Plan.

1. The teacher must give written, irrevocable notice of intent to retire under the provisions of the Massachusetts Teachers Retirement Act by November 1 of the contract year in which the teacher intends to retire. In the event of emergency or changed circumstances, the teacher may request to revoke their intent to retire which the Superintendent, in the Superintendent's discretion, may grant. The decision of the Superintendent is final and not subject to further appeal.

2. The teacher must have completed fifteen (15) years of continuous service in the District schools at the time of such notice.
3. On or after July 1, the teacher shall receive, in a lump sum \$70.00 per each day of sick leave in excess of ninety (90) accumulated days, for a possible maximum of eighty-five (85) days at \$70.00 per day.

ARTICLE XI

DEDUCTIONS

A. Payroll Deductions

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

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

B. 403(b) Plan

1. A newly enrolled employee may select an annuity from the current carriers of the District unless the employee is enrolled in an annuity carrier elsewhere. The District will contribute up to a maximum of \$500 (pre-tax) during 2007-2010, 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.

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.

B. Reimbursement

Teachers shall be reimbursed for the cost of the tuition only for college courses that they have successfully completed which were approved in advance by the Superintendent, and are related to the teacher's subject matter area, up to 50%, with a limit of six hundred dollars (\$600) each contract year, per teacher. All courses shall be taken at or sponsored by an accredited institution of higher learning. The provision of this section shall not apply to courses taken when a teacher is on sabbatical leave.

During the school years 2006-2007, the Committee will budget a minimum of \$22,500 for tuition reimbursement. The Committee recognizes that this amount is insufficient and will strive to provide additional funds as they become available.

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.
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 the successful completion of any approved in-service program offered for credit by the Triton Regional School District, such credit will be applied towards horizontal movement on the salary schedule in accordance with the terms and conditions of D.2 supra. The course(s) must be related to the teacher's professional development and must be approved in advance for the particular teacher by the Superintendent. Credit for approved courses shall be as follows: (one) 1 credit for (twelve) 12 hours.

The parties agree that in-service 12/1 credits may be applied for horizontal movement on the salary schedule, subject to fulfillment of all the following terms and conditions:

1. The teacher seeking such credit shall submit a proposal on the 12-1 Program proposal form and forward such form to the principal and designated staff

representatives. The principal shall inform the building staff on an annual basis of the names of these designated staff representatives. If the proposal is approved by the principal in accordance with the guidelines and procedure outlined on the form, then it shall be forwarded to the Superintendent for consideration and approval.

2. All work must be accomplished outside of the teacher's regular workday, except for mentor teachers, and such time must not be compensated for in any other manner.
3. Credit for approved in-service programs shall be as follows: (One) 1 credit for (twelve) 12 hours service.
4. In-service programs may include course workshops, curriculum development, committee work, peer observation, educational study group, and staff development activity.
5. The denial of any approvals required hereunder shall not be subject to challenge. However, the reason(s) for such denial will be provided to the teacher.

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, and academic background shall determine those professional status teachers to be laid off.
 - b. Seniority as used herein shall mean length of continuous service at the Triton Regional High School and its feeder schools as of September 1971 and all continuous service at each of the elementary schools. All previous seniority accrued by less than full-time teachers at the elementary level shall be grandfathered as if it were full-time service. Part-time service shall not equal full-time service in terms of credit for seniority purposes as of the date of execution of this Agreement. Rather, the amount of credit shall equal the pro rata percent payment received on the salary schedule.
 1. An authorized unpaid leave of absence shall not disrupt continuity of service. However, such time shall not be credited for purposes of seniority, except as herein provided.
 2. A Seniority List for the Triton Regional School District will be maintained by the Administration in consultation with the Association.

- c. The Superintendent, with the Principal, may assign whatever weight desired to the aforementioned criteria, provided that the decision is based on said criteria, is uniformly applied throughout the District, and that the Superintendent reviews all of said criteria.
- d. Nothing in this agreement shall prevent a professional teacher status teacher from volunteering for layoff and the Superintendent from agreeing to layoff such volunteer.
- e. The rate of pay of a professional status teacher shall not be considered in determining which professional status teacher will be laid off.
- f. Professional teacher status teachers who are to be laid off under the provisions of this Article shall be notified as soon as possible after approval of the budget, but in no case later than June 15 of the year in which the layoff is to be effective.

B. NOTIFICATION - OPTION - STANDARD OF REVIEW

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

- 3. The affected teacher shall be granted the following option:

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

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

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

C. RECALL

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

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

ARTICLE XIV

VACANCIES AND POSTINGS

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

ARTICLE XV

GENERAL PROVISIONS

A. NON-DISCRIMINATION

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

B. TEACHER PROTECTION AND LIABILITY

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

C. CONSULTATION ON PROFESSIONAL CONCERNS

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*.

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."

ARTICLE XVI

DURATION

1. This Agreement shall be in full force and effect from September 1, 2006 through August 31, 2007.

In witness of the foregoing, the parties have heretofore set their hand this ____ day of _____, 2007.

TRITON REGIONAL TEACHERS ASSOCIATION	TRITON REGIONAL SCHOOL COMMITTEE
---	---

APPENDIX A

TEACHERS SALARY SCHEDULE

2006 - 2007								
Step	B	B + 15	B + 30	M	M + 15	M + 30	M + 45	M + 60
1	31,696	32,572	34,325	34,770	35,233	36,995	38,144	39,906
2	32,577	33,496	35,341	35,683	36,602	38,447	39,880	41,837
3	34,145	35,076	37,011	37,398	38,323	40,262	41,882	43,828
4	35,728	36,737	38,761	39,192	40,209	42,241	43,942	45,985
5	37,413	38,477	40,611	41,099	42,164	44,302	46,087	48,229
6	39,194	40,308	42,545	43,083	44,197	46,439	48,313	50,561
7	41,050	42,229	44,578	45,172	46,351	48,707	50,675	53,038
8	43,011	44,264	46,733	47,372	48,623	51,095	53,162	55,642
9	45,065	46,363	48,955	49,670	50,989	53,587	55,758	58,362
10	47,312	48,697	51,463	52,265	53,647	56,400	58,682	61,422
11	49,564	51,029	53,970	54,861	56,328	59,233	61,627	64,500
12	52,683	54,207	57,266	58,206	59,636	62,657	64,161	66,566

Newbury Elementary School Nurse

Salary

2006 - 2007 - 42,182

APPENDIX B

STIPENDS

<u>POSITION</u>	<u>STIPEND</u>
High School Program Coordinator (8 positions)	\$2500
Middle School Team Content Connection Leader (6 positions)	\$2500
Elementary School Content Specialist (8 positions per school)	\$2500
Elementary Math Facilitator (6 positions)	\$1500
Leadership Council (5 positions per school) Position to be elected on an annual basis by the teachers. Position will require a meeting at least twice per month for the purposes of: one meeting with the Principal for the Leadership Council and one meeting for the purpose of serving as a representative on the Staff Development Committee or the School Council for the building. Additional meetings may be scheduled by mutual agreement and shall be at reasonable intervals of reasonable duration.	\$1000
Evaluation Team Chairperson	\$3000
Title I Coordinator	\$3000
Title I Coordinator 10 Mandatory Per Diem Days	10 x per diem rate
Intramural Coordinator	\$3881
High School Detention Supervisor	\$2117
High School Assistant Detention Supervisor	\$1176
Middle School Detention Supervisor	\$2117

APPENDIX C

**COACHES STIPENDS
2006 - 2007**

SPORT	YEARS 1 - 2	YEARS 3 - 4	YEARS 5+
Baseball/Softball - Varsity	3737	4407	5077
Baseball/Softball - Assist.	2546	2882	3216
Basketball - Varsity (B & G)	4451	4853	5255
Basketball - Assist.(B & G)	2761	3095	3429
Cheering(each of 2 seasons)	2564	2965	3366
Cross Country (B & G)	2564	2965	3366
Field Hockey - Varsity	3737	4407	5077
Field Hockey - Assistant	2546	2882	3216
Football - Varsity	5913	6583	7250
Football - Assistant	3050	3451	4120
Football - Freshman	2284	2618	2952
Football - Freshman Assist.	2165	2320	2476
Freshman Sports (Not Ftball)	2127	2429	2766
Golf	2564	2965	3366
Ice Hockey - Varsity	4451	4853	5255
Ice Hockey - Assistant	2761	3095	3429
Indoor Track - Varsity	3737	4407	5077
Indoor Track - Assistant	2546	2882	3216
Soccer - Varsity (B & G)	3737	4407	5077
Soccer - Assistant (B & G)	2546	2882	3216
Tennis (B & G)	2564	2965	3366
Track - Varsity (B & G)	3737	4407	5077
Track - Assistant (B & G)	2546	2882	3216
Wrestling - Varsity	3737	4407	5077
Wrestling - Assistant	2546	2882	3216

APPENDIX D

EXTRA-CURRICULAR STIPENDS

ACTIVITY	<u>PAY SCALE</u>
HIGH SCHOOL PROGRAMS	2006 - 2007
Accompanist - Musical	932
Advisor - American Field Services	1330
Advisor - Business Professionals of America	1663
Advisor - Community Service	1330
Advisor - Dance Company	1860
Advisor - Freshman Class	1212
Advisor - Freshman Focus/Ignite	2107
Advisor - Junior Class	1663
Advisor - Leaders' Club	1220
Advisor - Literary Magazine	1212
Advisor - Math TEAM	1212
Advisor - National Honor Society	1220
Advisor - Newspaper	1212
Advisor - S.A.D.D.	1212
Advisor - School to Career	2000
Advisor - Science TEAM	1212
Advisor - Senior Class	2107
Advisor - Sophomore Class	1220
Advisor - Student Council	2107
Advisor - Tomorrow Teachers' Club	1212
Advisor - Yearbook	3216
Advisor - Youth Alliance	1212
Choreographer - Drama	1212
Coordinator - Peer Mediation	1212
Coordinator - Spring Musical (Drama)	2107
Designer - Set (Drama)	666
Director - Assistant Band	1330
Director - Fall Play	1859
Director - Jazz Choir	1220
Director - Marching Band	3216
Director - Select Choir	1179
Director - Spring Musical	2129
Director - Technical (Drama)	666

ACTIVITY	PAY SCALE
MIDDLE SCHOOL PROGRAMS	2006 - 2007
Advisor - Drama Club	1220
Advisor - Jazz Band	1212
Advisor - Literary Magazine	449
Advisor - Math TEAM	1212
Advisor - Newspaper (3x/year)	1212
Advisor - Select Choir	1220
Advisor - Yearbook	703
Coach - Destination Imagination	703
Coach - Intramural (2x/week for 8 weeks)	509
Coordinator - Destination Imagination	1553
Peer Mediation	1218

ACTIVITY	PAY SCALE
ELEMENTARY SCHOOL PROGRAMS	2006 - 2007
Accompanist - Choir	333
Advisor - Student Council	1330
Chaperone - 5 th /6 th Grade Camp (per night)	140
Coach - Intramural (2x/week for 8 weeks)	509
Coordinator - 5 th /6 th Grade Camp	333
Coordinator - 5 th /6 th Grade Camp w/Fundraiser	1212
Coordinator - Destination Imagination	1206
Designer - Set/Costume (Drama)	333
Director - Advanced Band	1610
Director - Choir	1610
Director - Musical	2107
Director - Stage Band	1330
Director - Stage/Musical	1220
Director - Symphonic Band	1220
Director - Wind Ensemble	1610

APPENDIX E

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 F1

TRITON REGIONAL TEACHERS ASSOCIATION

SICK LEAVE BANK COMMITTEE

Application for Extended Sick Leave Benefits

Member's Name: _____

Date of Application _____

Date accumulated sick leave will be exhausted _____

Nature of illness or injury

Estimated date of return to work _____

Attending Physician _____

Physician's Address _____

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 Physician.

Member's Signature _____

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

Triton Regional Teachers Association
Triton Regional School District
112 Elm Street
Byfield, MA 01922

APPENDIX F2

TRITON REGIONAL TEACHERS ASSOCIATION

Form 2

SICK LEAVE BANK COMMITTEE

PHYSICIAN'S REPORT

MEMBER'S NAME: _____

DATE / /

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?

ADDITIONAL INFORMATION (Progress, short and long term prognosis, etc.)

Physician's Signature

Please return to:

Triton Regional Teachers Association
Triton Regional School District
112 Elm Street
Byfield, MA 01922

APPENDIX F3

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 F4

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:

TRITON REGIONAL SCHOOL DISTRICT

**Professional
Growth
System
for Teachers**

TABLE OF CONTENTS

	<u>PAGE</u>
PREFACE	39
I. Purposes	40
II. Philosophy.....	40
III. Professional Growth Processes	40
A. Goal-setting.....	40
B. Types of Goals	41
C. Self-Assessment.....	41
D. Monitoring of Goals.....	41
E. Location of District Initiatives	42
IV. Individual Professional Performance	42
V. Principles of Effective Teaching.....	42
A. Currency in the Curriculum	42
B. Effective Planning and Assessment of Curriculum and Instruction	43
C. Effective Management of Classroom Environment.....	44
D. Effective Instruction.....	44
E. Promotion of High Standards and Expectations for Student Achievement.....	45
F. Promotion of Equity and Appreciation of Diversity.....	46
G. Fulfillment of Professional Responsibilities.....	47
VI. Observation/Evaluation Process	47
A. Timelines.....	47
B. Formal Observation Process	48
C. Summative Evaluation	49
VII. Remediation Process for Professional Status Teachers	50
VIII. Exhibits	51
A. Professional Educator's Plan.....	52
B. Observation Report.....	53
C. Summative Evaluation Report - Teaching Staff	57
D. Self-Evaluation Plan	60
E. Summative Evaluation Report - Non-Teaching Staff.....	61
F. Remediation Plan.....	62

PREFACE

Expectations Regarding The Teacher Evaluation Process

1. The performance standards shall be observable, describable, and measurable.
2. The performance standards shall be grounded in the Commonwealth of Massachusetts Principles of Effective Teaching.
3. The performance standards will ensure a common language and conceptual system about teaching shared by teachers and administrators.
4. The performance standards shall reflect and allow for significant differences in assignments and responsibilities. These differences shall be described in evaluation reports.
5. The formal evaluation process will include a pre-observation conference, an observation, a written observation report, and a post-observation conference.
6. All teaching and administrative staff will familiarize themselves with the Triton Regional Professional Growth System.
7. Evaluators will be able to support evaluation comments with evidence and data. Evaluators will make every effort to ensure that the evaluation process is fair, credible, and thorough.
8. Evaluation reports shall recognize areas of strength and identify targeted areas needing improvement.
9. For any aspect of performance that needs improvement, the evaluation report shall specify what the individual needs to do to meet the performance standards.
10. All staff with Professional Teacher Status will be evaluated on a three-year cycle.
11. All staff without Professional Teacher Status will be evaluated annually.

TRITON REGIONAL SCHOOL DISTRICT PROFESSIONAL GROWTH SYSTEM

I. PURPOSES

The specific purposes of evaluation under G.L. c.71, (38) and 603 CMR 35.00 are: (a) to provide information for the continuous improvement of performance through an exchange of information between the person being evaluated and the evaluator, and (b) to provide a record of facts and assessments for personnel decisions.

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, and (c) assuring accountability.

II. PHILOSOPHY

Improving teaching and learning begins by recognizing that teaching is an extremely complex process; however, certain aspects of education can be understood and described in terms of particular categories, indicators, and attributes of effectiveness. Within this context, professional skills 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 due process in employment decisions.

To achieve these outcomes, participants will set and achieve long-term professional growth goals. This process involves communication and collaboration between staff and administrators about professional growth and instruction. The three major activities in this process are goal setting, classroom observations, and evaluation.

III. PROFESSIONAL GROWTH PROCESSES

A. Goal-setting

At the heart of the professional growth system is the process of goal setting. Goal setting occurs in order to achieve personal and district objectives.

Goal setting applies to all contract-status personnel, continuing substitutes, and part-time teachers. Goal setting is a process shared by the evaluatee and the evaluator and occurs during a goal-setting conference with the evaluator after a self-assessment by the evaluatee and a review of the professional competencies by the administrator. Staff members participate in a goal setting during the on-cycle year.

At the Goal-Setting conference held by November 1st, both parties are expected to share their expectations for the evaluatee's professional growth and development, to share the sources used to gather information for the goals, and to develop a plan of action to achieve these expectations. It is only after the conference that the agreed-upon goals are transferred to the Goal-Based Professional Educator's Plan (see Exhibit A). If both parties do not reach agreement upon goals, each party will have the right to identify up to three (3) goals to be included in the Plan. Within ten (10) working days of the conference, the evaluatee will sign and return the form to the principal (or assigned evaluator). Goals may be modified along the way provided that the evaluatee and evaluator discuss and agree upon the changes.

Goal setting is one system of professional growth that involves:

1. Assessing one's own and district needs;
2. Identifying goals that address those needs;
3. Developing and implementing an action plan; and
4. Assessing progress.

B. Types of Goals

In the process of goal setting, staff members and evaluators jointly examine the three levels of goals required for personal and organizational success.

Regular/Ongoing Goals are recurring, repetitive, and measurable. They are day-to-day responsibilities of the position. Examples may include, but are not limited to lesson planning, attendance, grades, parent communication.

Problem Solving Goals are usually major problems to be attacked or solved in the coming period.

Innovative Goals are active, not reactive, improvements or betterments not directly related to a serious problem. They are innovations to be attempted (addressing individual differences, interdisciplinary teaching, technology curriculum integration, class meetings, peer mediation, rewarding excellence, public relations).

Goals are effective instruments of growth when they are: specific, measurable, attainable, relevant, and trackable.

C. Self-Assessment

Before the process of goal setting begins, the participants may collect information from a variety of sources in order to identify areas to target for professional growth. The following sources are useful:

1. District, building, and department goals;
2. District Professional Development Plan;
3. Communications from an evaluator or colleague;
4. Peer Coaching;
5. Professional literature;
6. Previous goals;
7. National and state reform documents;
8. School Improvement Plan.

D. Monitoring of Goals

At the time of the summative evaluation conference, the evaluatee and the evaluator will review the written statement of progress for each goal. Other forms of documentation are welcome additions to the written statement (video, portfolio, spreadsheets, etc.). This data will be made available to the evaluator three (3) working days before the post conference.

In order to address concerns regarding what happens if long-term goals are set, but not achieved, the following will be considered. The evaluation process should focus on the implementation of the plan of action, and the assessment of progress toward the goal. If the evaluatee makes a strong effort to achieve the goal, but falls short of the final outcome stated, the final evaluation report would reflect the positive contributions made by the staff member in progressing toward the achievement of the goal stated.

E. Location of District Initiatives

District initiatives are listed in the Triton Regional School District Professional Development Plan.

Staff members are responsible for setting goals that support the overtly stated direction and efforts of the school district.

IV. INDIVIDUAL PROFESSIONAL PERFORMANCE

The Principles, Criteria, and Standards of Effective Teaching summarize the agreed upon areas of competency for performance. This document is a key tool in the process of self-assessment, goal setting, and monitoring of progress.

There are seven (7) broad Principles of effective teaching. Along with the Principles, the reader will note that several Criteria have been identified to clarify the specific expectations for each Principle. For purposes of transforming the Criteria into observable and measurable behaviors, Performance Standards (often called descriptors) have been developed, as well.

Performance Standards included here are representative of the teaching behaviors that exemplify good teaching practice.

V. PRINCIPLES OF EFFECTIVE TEACHING

The following section embodies the practices accepted by the Triton Regional School District as standards for the practice of teaching.

A. Currency in the Curriculum

1. The teacher is up to date regarding the curriculum content.
 - a. Demonstrates a working knowledge of the state frameworks and the local curricula in the teacher's assignment.
 - b. Keeps current in the field and applies knowledge to the instructional program.
2. The teacher makes decisions about curriculum based on state standards and district scope and sequence.

B. Effective Planning and Assessment of Curriculum and Instruction

1. The teacher plans instruction effectively.
 - a. Identifies clear goals, expectations, and standards for student learning.
 - b. Sets short-term and long-term goals for curricular units.
 - c. Plans appropriate instructional strategies to meet the needs of all students.
 - d. Connects new learning to students' experience and prior knowledge.
 - e. Identifies prerequisite skills, concepts, and vocabulary needed to complete a task.
 - f. Collaborates with school-based specialists, resource personnel, and administrators to better design curricula or instructional modifications to meet the learning needs of students.
 - g. Participates in joint planning when scheduled.
 - h. Plans for a variety of learning opportunities for students to interact with ideas, materials, teachers, and one another.
 - i. Designs learning activities that foster student responsibility for their own learning.
 - j. Integrates the teaching of reading, writing, listening, thinking, speaking, viewing, and study skills.
2. The teacher plans assessment of student learning effectively.
 - a. Plans a variety of assessments to evaluate student's achievement and progress.
 - b. Plans assessments at the appropriate level of cognitive development.
3. The teacher monitors students' understanding of the curriculum effectively and adjusts instruction, materials, or assessments when appropriate.
 - a. Uses assessment results to plan future instruction.
 - b. Regularly checks for student's understanding.
 - c. Maintains a record of student grades and progress.
 - d. Maintains confidentiality concerning individual student data and achievement.

C. Effective Management of Classroom Environment

1. The teacher creates an environment that is positive for student learning and involvement.
 - a. Implements instructional routines and procedures that foster time on task and smooth transitions from one activity to another.
 - b. Encourages student participation and involvement.
 - c. Uses classroom time and classroom space as effectively as possible.
 - d. Understands principles and patterns of child growth and development and uses this knowledge in working with students.
2. The teacher maintains appropriate standards of behavior, mutual respect, and safety.
 - a. Communicates rules, expectations, and consequences with students.
 - b. Implements rules and procedures that are consistent with building standards.
 - c. Applies rules and consequences consistently and fairly to support an effective learning environment.
 - d. Manages routines effectively.
 - e. Maintains appropriate professional boundaries with students.
 - f. Communicates attitudes of honesty, integrity, and responsibility.

D. Effective Instruction

1. The teacher makes learning goals clear to students.
 - a. Relates instruction to prior knowledge and experience when appropriate.
 - b. Regularly checks for students' understanding of content and concepts and progress on skills.
 - c. Identifies confusions and misconceptions as indicated by student responses and regular assessment strategies. Remediates, re-teaches, or extends teaching to meet individual and/or group need.
 - d. Communicates clearly to students in oral and written form.

2. The teacher uses appropriate instructional techniques.
 - a. Uses a variety of teaching strategies, materials, and available technologies matched to students' learning needs.
 - b. Provides varied opportunities for students to demonstrate mastery of key concepts.
 - c. Modifies instruction and provides appropriate materials to meet varied ability levels.
 - d. Models skills and processes central to instruction.
 - e. Presents information recognizing multiple points of view; encourages students to assess the accuracy of information presented.
3. The teacher uses appropriate questioning techniques.
 - a. Uses a variety of questioning techniques.
 - b. Frames curriculum around essential questions in the discipline that provide opportunities for reasoning, logical analysis, and synthesis when planning units, lessons, and assessments.
4. The teacher evaluates, tries innovative approaches, and refines instructional strategies, including the effective use of technologies, to increase student learning and confidence to learn.
 - a. Regularly tries innovative approaches to improve instructional practices.
 - b. Assesses student learning by comparing intended and actual outcomes.
 - c. Keeps abreast of new technologies (contingent on technology being available for teacher use).

E. Promotion of High Standards and Expectations for Student Achievement

1. The teacher communicates learning goals and high standards and expectations to students.
 - a. Regularly communicates objectives or learning outcomes to students.
 - b. Provides students with feedback on their progress.
 - c. Communicates standards, expectations, and guidelines regarding quality and quantity of students' work and work procedures.
 - d. Communicates expectations regarding appropriate behavior to students and parents.
 - e. Challenges students of all ability levels.

- f. Responds to students' answers and work so as to keep students open, thinking, and willing to take risks and to persevere with challenging tasks.
2. The teacher promotes confidence and perseverance in the student to stimulate increased personal student responsibility for achieving the goals of the curriculum.
 - a. Builds positive relationships with students.
 - b. Recognizes and responds appropriately when an individual student is having social and/or emotional difficulties which interfere with learning and/or participation in class.
 - c. Recognizes when a student is having difficulty, and responds appropriately.
 - d. Acts on the belief that all students can learn and that virtually all can master a challenging core curriculum with appropriate modifications of instruction.
 - e. Identifies students who are not meeting expectations and develops a plan that designates the teacher's and the student's responsibilities regarding learning.
 - f. Displays and/or recognizes positive student achievement and behavior.

F. Promotion of Equity and Appreciation of Diversity

1. The teacher strives to ensure equitable opportunities for student learning.
 - a. Provides opportunities to include all students in the full range of academic programs and activities and extra-curricular activities.
 - b. Addresses the needs of diverse student populations by applying and adapting constitutional and statutory laws, state regulations and the Board of Education policies and guidelines.
2. The teacher demonstrates appreciation for and sensitivity to the diversity among individuals.
 - a. Demonstrates sensitivity to differences in abilities, modes of contribution, and social and cultural backgrounds.
 - b. Develops and implements educational and organizational strategies that are effective in meeting the needs of a diverse student body.
 - c. Structures the classroom to facilitate the integration of all students.
 - d. Encourages students to accept and value diversity in themselves and others.

G. Fulfillment of Professional Responsibilities

1. The teacher is constructive and cooperative in interactions with parents and receptive to their contributions.
 - a. Encourages two-way communication with parents.
 - b. Keeps parents informed regarding student's progress.
 - c. Maintains professional relationships with parents.
2. The teacher shares responsibility for accomplishing the goals and priorities of his/her grade/team/department, building, and school district.
 - a. Works collaboratively with colleagues to develop, maintain, and improve curriculum and instruction.
 - b. Implements adopted curriculum, programs, and procedures as outlined in system and building goals.
 - c. Cooperates with other teachers about overall students' workload.
 - d. Contributes to ongoing evaluation of the curriculum.
3. The teacher is a reflective and continuous learner.
 - a. Participates in professional improvement activities.
 - b. Uses available resources to analyze, expand, and refine professional knowledge and skills; resources can include professional organizations, academic course work, school-based staff, administrative and community resources, and other colleagues.

VI. **OBSERVATION/EVALUATION PROCESS**

A. Timelines

1. Timelines for staff who have not attained Professional Status:
 - a. Annual evaluations
 - b. Three (3) observations by May 31
 - c. Summative Evaluation by June 15
2. Timelines for staff with Professional Status:
 - Three year cycle evaluations
 - One (1) year formal evaluation
 - One (1) year off cycle
 - One (1) year self-evaluation

- b. Two (2) observations by May 31 of the on-cycle year
- c. Summative Evaluation by June 30 of the same year

B. Formal Observation Process

The formal observation process includes a Pre-Observation Conference, an Observation, a Written Observation Report, and a Post-Observation Conference. At least one classroom observation will be conducted upon advance notice (at least 24 hours). In addition to the formal observation process described below, short informal observations by the evaluator allow him/her to become thoroughly familiar with the teaching environment and to provide feedback.

1. Pre-Observation Conference

A meeting will be held prior to the formal observation process. During this pre-observation conference, the evaluatee and the evaluator may set the time and date of the announced observation and discuss pertinent information such as the objective of the lesson to be observed; how it fits into the general curriculum; how the teacher knows the students are ready for this lesson; the instructional strategies the teacher will use, why those strategies were selected; how the teacher will know if the students have learned the objective; whether there is anything the teacher would like the observer to be aware of about the class and about which he or she would like feedback; and methods of data gathering. An announced observation requires at least a 24-hour notice.

Observer and observee may agree to gather data during classroom visitations utilizing techniques focused on Selective Verbatim (teacher questioning, teacher feedback, teacher directions and structuring statements), or may gather data based on seating chart observations, at-task behavior, verbal flow, and movement patterns. Data gathering may also include Wide-lens Techniques (anecdotal records, video recordings, audio recordings, global screen).

Pre-observation conference notes must be kept on file, will be shared with the evaluatee, and signed by both parties.

The lesson to be observed need not be limited to the teacher's goals as stated in the goal-based professional development plan.

2. Observation

The announced observation should occur as scheduled. Both the announced and unannounced should be of sufficient length to allow the observer to gather meaningful data about the content and delivery of the lesson.

The evaluator will visit the classroom and observe instruction for the purpose of writing an Observation Report. (See Exhibit B). Written Observations Reports are only required for formal observations.

3. Post-Observation Conference

The written Observation Report will be presented to the evaluatee within five (5) school days following the observation. A post-conference will also occur within five school days of the receipt of the Observation Report by the staff member.

The evaluatee will return the signed Observation Report within five (5) school days following its receipt from the evaluator.

Signing the report will not necessarily indicate the evaluatee agrees with its content, and the evaluatee also has the right to attach written comments.

C. Summative Evaluation

The Summative Evaluation will occur at the end of the observation/evaluation cycle. This evaluation process will include a Summative Evaluation Report (see Exhibits C & D) and a Summative Evaluation Conference, if deemed necessary by either party.

1. Summative Evaluation Report

This report is a written evaluation of the evaluatee's competency based on the Commonwealth of Massachusetts' Principles of Effective Teaching. The evaluation will be developed with input from the staff member and will be based upon the data collected during the observation process. Any unfavorable comments or concerns shall have been brought to the evaluatee's attention in writing in a timely fashion prior to the completion of this report. Evaluatee's are encouraged to consider documenting and providing additional evidence of their professional performance. Such evidence might include the following:

- records of daily attendance
- records of participation in workshops, conferences, courses related to professional and/or institutional goals
- records of calls, letters, and other contacts with parents and other community members and/or groups
- records of involvement in support of school improvement efforts (school governance, grade level or departmental meetings, etc.)
- professional portfolio illustrating instruction techniques, materials, and resulting student work
- communication inventory checklist, evidence of group appraisal (selected peers, students, administrators, etc.) agree at pre-appraisal conference as to method and timing
- records of student assistance
- records of daily lesson planning
- records of student assessment practice and results
- records of voluntary involvement in and/or attendance at co-curricular activities
- professional publications
- artifact collection of all materials used and provided in one unit of instruction
- student descriptive data (checklists, narrative reports)
- self-evaluations (checklists, narratives)
- peer coaching/monitoring documentation non-solicited testimony from peers, students, parents, community, press, etc.
- evidence of grants and awards

2. Summative Evaluation Conference

A meeting between the evaluator and the evaluatee, if deemed necessary by either party, will be held to review the written goal statement and the Summative Evaluation Report. The evaluator should indicate whether the evaluatee is recommended for rehire or for rehire with remediation.

VII. REMEDIATION PROCESS FOR PROFESSIONAL STATUS TEACHERS

When comments of concern relative to the *Principles, Criteria, and Standards* outlined in Exhibit B are not addressed through discussion and administrative supervision, Professional Status Teachers will be moved to a remediation process. This process will consist of a remediation plan to be developed for the following year of service and will be developed by the staff member in collaboration with the evaluator. Other qualified personnel may be included at the request of either party.

A. The Remediation Plan (see Exhibit E) will specify:

1. Areas to be addressed
2. Reasons for the recommendation
3. Plan of action (including expectations, timelines, and anticipated results)
4. Resources to be used (including assistance to be provided by the District)

B. The Remediation Process will include:

1. Goals and strategies that the evaluatee will be expected to meet
2. Formal and informal observations
3. A summative evaluation at the end of the remediation process (see Exhibits C & E)

C. At the end of year one of the remediation process, one of three avenues will be explored:

1. A return to the previous method of evaluation (the observation/evaluation process as outlined in Part VI)
2. Continuation of the Remediation Plan for the next school year (the evaluatee remains on cycle)
3. Initiation of the dismissal process in accord with G.L.c. 71 section 41

During the implementation of the Remediation Plan, the staff member will not be expected to undertake any additional school-based or district-wide committee/curricula responsibilities.

EXHIBITS

Exhibit A	Professional Educator's Plan
Exhibit B	Observation Report
Exhibit C	Summative Evaluation Report Teaching Staff
Exhibit D	Self-Evaluation Plan
Exhibit E	Summative Evaluation Report Non-Teaching Staff
Exhibit F	Remediation Plan

(EXHIBIT A)

TRITON REGIONAL SCHOOL DISTRICT
GOAL-BASED
PROFESSIONAL EDUCATOR'S PLAN

Year: _____ **Formal Evaluation Cycle:** _____

Name: _____ **Status:** _____

Position: _____

School: _____

TEACHER'S GOALS:

PLAN OF ACTION:

EVALUATION PROCESS:

Evaluatee's Signature: _____ **Date:** _____

Primary Evaluator's Signature: _____ **Date:** _____

(EXHIBIT B)
TRITON REGIONAL SCHOOL DISTRICT
OBSERVATION REPORT

Teacher: _____ Date: _____ Time: _____

Grade Level: _____ Subject: _____ No. of Students: _____

Intended Objectives(s): _____

This report must be completed following each formal classroom observation, except by mutual consent of the evaluator and teacher.

All skills must be rated as:

- S - Satisfactory - performs at or above expected performance level
- I/R - Improvement recommended to reach expected performance level
- U - Unsatisfactory - performs below expected performance level

unless they were not applicable or not observed. In those cases the following rating will be used:

N/A - Not Applicable or Not Observed

Comments **MUST** be included for all ratings of I/R and U. It is intended that data be included when appropriate.

A. CURRENCY IN THE CURRICULUM

1. The teacher is up to date regarding curriculum content.
2. The teacher makes decisions about curriculum based on state standards and district scope and sequence.

S

IR

U

N/A

Comments/Commendations/Recommendations:

B. EFFECTIVE PLANNING AND ASSESSMENT OF CURRICULUM INSTRUCTION

1. The teacher plans instruction effectively.
2. The teacher plans assessment of student learning effectively.
3. The teacher monitors students' understanding of the curriculum effectively and adjusts instruction, materials, or assessments when appropriate.

S

IR

U

N/A

Comments/Commendations/Recommendations:

C. EFFECTIVE MANAGEMENT OF CLASSROOM ENVIRONMENT

1. The teacher creates an environment that is positive for student learning and involvement.
2. The teacher maintains appropriate standards of behavior, mutual respect, and safety.

S

IR

U

N/A

Comments/Commendations/Recommendations:

D. EFFECTIVE INSTRUCTION

1. The teacher makes learning goals clear to students.
2. The teacher uses appropriate instructional techniques.
3. The teacher uses appropriate questioning techniques.
4. The teacher evaluates, tries innovative approaches, and refines instructional strategies, including the effective use of technologies, to increase student learning and confidence to learn.

S

IR

U

N/A

Comments/Commendations/Recommendations:

E. PROMOTION OF HIGH STANDARDS AND EXPECTATIONS FOR STUDENT ACHIEVEMENT

1. The teacher communicates learning goals and high standards and expectations to students.
2. The teacher promotes confidence and perseverance in the student that stimulates increased personal student responsibility for achieving the goals of the curriculum.

S

IR

U

N/A

Comments/Commendations/Recommendations:

F. PROMOTION OF EQUITY AND APPRECIATION OF DIVERSITY

1. The teacher strives to ensure equitable opportunities for student learning.
2. The teacher demonstrates appreciation for and sensitivity to diversity among individuals.

S

IR

U

N/A

Comments/Commendations/Recommendations:

COMMENDATION

RECOMMENDATIONS: (Mandatory for all I/R and U ratings)

Continue regular observation cycle

_____ Follow-up observation and conference to be scheduled by _____
(Date)

Specific Objective(s) for follow-up observation and/or possible resources:

Evaluator's Signature: _____ Date: _____

Teacher's Signature: _____ Date: _____

Date of post-conference: _____

The teacher's signature signifies she/he has read this observation report and has discussed it with the evaluator. The teacher may write comments to attach to this report. Comments must be submitted to the evaluator within fifteen days of the post-conference.

TRITON REGIONAL SCHOOL DISTRICT
SUMMATIVE EVALUATION REPORT

Teacher: _____ Date: _____

Grade Level: _____ Subject: _____

Dates of Observations: _____

All skills must be rated as:

S - Satisfactory - performs at or above expected performance level

I/R - Improvement recommended to reach expected performance level

U - Unsatisfactory - performs below expected performance level

Comments MUST be included for all ratings of I/R and U. It is intended that data be included when appropriate.

A. CURRENCY IN THE CURRICULUM

1. The teacher is up to date regarding curriculum content.
2. The teacher makes decisions about curriculum based on state standards and district scope and sequence.

S

IR

U

N/A

Comments/Commendations/Recommendations:

B. EFFECTIVE PLANNING AND ASSESSMENT OF CURRICULUM INSTRUCTION

1. The teacher plans instruction effectively.
2. The teacher plans assessment of student learning effectively.
3. The teacher monitors students' understanding of the curriculum effectively and adjusts instruction, materials, or assessments when appropriate.

S

IR

U

N/A

Comments/Commendations/Recommendations:

C. EFFECTIVE MANAGEMENT OF CLASSROOM ENVIRONMENT

1. The teacher creates an environment that is positive for student learning and involvement.
2. The teacher maintains appropriate standards of behavior, mutual respect, and safety.

S

IR

U

N/A

Comments/Commendations/Recommendations:

D. EFFECTIVE INSTRUCTION

1. The teacher makes learning goals clear to students.
2. The teacher uses appropriate instructional techniques.
3. The teacher uses appropriate questioning techniques.
4. The teacher evaluates, tries innovative approaches, and refines instructional strategies, including the effective use of technologies, to increase student learning and confidence to learn.

S

IR

U

N/A

Comments/Commendations/Recommendations:

E. PROMOTION OF HIGH STANDARDS AND EXPECTATIONS FOR STUDENT ACHIEVEMENT

1. The teacher communicates learning goals and high standards and expectations to students.
2. The teacher promotes confidence and perseverance in the student that stimulates increased personal student responsibility for achieving the goals of the curriculum.

S

IR

U

N/A

Comments/Commendations/Recommendations:

F. PROMOTION OF EQUITY AND APPRECIATION OF DIVERSITY

1. The teacher strives to ensure equitable opportunities for student learning.
2. The teacher demonstrates appreciation for and sensitivity to diversity among individuals.

S IR U N/A

Comments/Commendations/Recommendations:

G. FULFILLMENT OF PROFESSIONAL RESPONSIBILITIES

1. The teacher is constructive and cooperative in interacting with parents and receptive to their contributions.
2. The teacher shares responsibility for accomplishing the goals and priorities of his/her grade/team/department, building, and school district.
3. The teacher is a reflective and continuous learner.

S IR U N/A

Comments/Commendations/Recommendations:

COMMENDATIONS:

RECOMMENDATIONS: (Mandatory for all I/R and U ratings) Attach extra pages if necessary

Evaluator's Signature: _____ Date: _____

Teacher's Signature: _____ Date: _____

Date of Summative Evaluation Conference: _____

The evaluatee's signature signifies she/he has read this summative evaluation report and has discussed it with the evaluator. The evaluatee may write comments to attach to this report. Comments must be submitted to the evaluator within fifteen days of the summative evaluation conference.

- Recommended for re-hire
- Recommended for re-hire with remediation

(EXHIBIT D)
TRITON REGIONAL SCHOOL DISTRICT
SELF-EVALUATION PLAN

Year: _____ **Formal Evaluation Cycle:** _____

Name: _____ **Status:** _____

Position: _____

School: _____

TEACHER'S GOALS:

PLAN OF ACTION:

SELF-EVALUATION:

Evaluatee's Signature: _____ **Date:** _____

Primary Evaluator's Signature: _____ **Date:** _____

(EXHIBIT E)
TRITON REGIONAL SCHOOL DISTRICT
SUMMATIVE EVALUATION REPORT

____ Non-Teaching Staff

Name: _____ Date: _____

Grade/Assignment: _____

COMMENDATIONS:

RECOMMENDATIONS: (Mandatory for all I/R and U ratings) Attach extra pages if necessary

Evaluator's Signature: _____ Date: _____

Teacher's Signature: _____ Date: _____

Date of Summative Evaluation Conference: _____

The evaluatee's signature signifies she/he has read this summative evaluation report and has discussed it with the evaluator. The evaluatee may write comments to attach to this report. Comments must be submitted to the evaluator within fifteen days of the summative evaluation conference.

- Recommended for re-hire
- Recommended for re-hire with remediation

(EXHIBIT F)
TRITON REGIONAL SCHOOL DISTRICT
REMEDIATION PLAN

Name: _____ Date: _____
Grade/Level: _____ Subject: _____

1. Area(s) to be addressed: (Attach extra pages if necessary)

1. Reasons for recommendation: (Attach extra pages if necessary)

1. Plan of Action to include expectations, timelines, and anticipated results: (Attach extra pages if necessary)

1. Resources to be used, including assistance to be provided by the district: (Attach extra pages if necessary)

Evaluator's Signature: _____ Date: _____

Evaluatee's Signature: _____ Date: _____