



Contract

between the

Lunenburg Education Association

And

The Lunenburg School Committee

July 1, 2021—June 30, 2024



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**ARTICLE I**  
**PREAMBLE**

Pursuant to the provisions of Section 1781 of Chapter 149 and as amended by Chapter 763, Acts of 1965 of the General Laws of Massachusetts and Chapter 150E, Acts of 1973 of the General Laws, the SCHOOL COMMITTEE of the school system of LUNENBURG, MASSACHUSETTS (hereinafter sometimes referred to as the COMMITTEE), and the LUNENBURG EDUCATION ASSOCIATION (hereinafter sometimes referred to as the ASSOCIATION), hereby agree to a new three-year contract to be in effect from July 1, 2021 through June 30, 2024.

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

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

SCOPE

B. For the purposes of collective bargaining pursuant to M.G.L. Chapter 150E, the Lunenburg School Committee (the "Committee") recognizes the Lunenburg Education Association (the "Association") as the exclusive collective bargaining representative of professional employees including the positions of: teacher, guidance counselor, school psychologist, occupational therapist, speech and

language pathologist, Board Certified Behavior Analyst (BCBA) and nurse, but excluding all administrators, members of other bargaining units, night school personnel, principals, substitutes, confidential, casual, managerial employees, and all other employees of the Lunenburg Public Schools.

- C. This Agreement shall be interpreted so as to be gender neutral in its application. Wherever the masculine gender is used, it shall also include the feminine, and wherever the feminine is used, it shall include the masculine.

## **ARTICLE II GRIEVANCE PROCEDURE**

- A. The purpose of this Article is to provide an orderly method for the settlement of grievances, which are disputes between the parties over a claimed violation of a specific provision of this Agreement. Grievances must be processed in accordance with the following steps, time limits, and conditions set forth in this article. Grievances should be treated confidentially to the extent appropriate under the circumstances.
- B. Grievances concerning suspensions may be brought under the procedure set forth in this Article. However, should an employee elect to pursue any statutory arbitration remedy, including arbitration pursuant to M.G.L.c.71, §42D, such arbitration shall be the exclusive remedy for the discipline at issue.
- C. All grievances filed at Steps 1 and 2 of the grievance procedure must be sufficiently specific to enable the District to understand the contractual basis of the grievance, the facts supporting it, the date of the occurrence(s), and the remedy sought.
- D. All days shall refer to calendar days unless otherwise specified. School days are days on which school is in session. Business days are calendar days that are not weekends or state holidays.
- E. The Steps of the Grievance procedure shall be as follows:

### INFORMAL STEP:

Employees may attempt to resolve their concerns informally with their immediate supervisors before invoking the formal grievance procedure. However, pursuit of an informal resolution will not extend any of the timelines set forth in the formal procedure.

### STEP 1:

The employee or the association shall submit the grievance in writing to the Principal within 15 business days of the date that the employee or the Association knew or, reasonably should have known of the occurrence giving rise to the grievance. The

Principal and the Association shall meet within 5 business days of when the grievance was presented. The Principal shall respond in writing within 5 business days of the hearing.

STEP 2:

If the grievance is not resolved in Step 1, the Association may appeal it by giving a written notice of such appeal to the Superintendent of Schools within 10 business days after the answer of the Principal is due. The Superintendent and the Association shall meet within 5 business days to discuss the grievance. The Superintendent shall respond in writing within 5 business days of the hearing.

STEP 3:

If the grievance is not settled in Step 2, the Association may request a hearing before the School Committee, by submitting a written request, which may include a written summary of the basis of the grievance, to the Superintendent within 10 business days of the date the Step 2 response is due. The Superintendent will present the request to the School Committee in executive session at the next available meeting and shall communicate the School Committee's decision to the Association in writing within 5 business days of the decision. If the decision is a denial of the request, then the Superintendent's written notification of the denial to the Association shall serve as the District's Step 3 response for the purposes of this Article. The School Committee shall decline to hear personnel matters when it determines that the subject matter of the grievance falls outside of the Committee's jurisdiction. The School Committee shall notify the Association in writing of a decision not to hear the grievance. Should the School Committee agree to hear the grievance, the hearing will be held at or before the next available meeting after the meeting at which decision to hear the grievance is made. If the School Committee elects to have a subcommittee hear the grievance, then the hearing shall be scheduled at a time mutually agreeable to the parties. Thereafter, the Committee's written Step 3 response shall be due within 30 business days after the hearing.

STEP 4: Arbitration

1. If the dispute or grievance is not settled in the foregoing steps and it involves the claimed violation of an arbitrable provision of this Agreement, then the Association may seek arbitration by filing a written demand for arbitration with the American Arbitration Association. The demand shall be filed with the American Arbitration Association within 15 business days of the District's answer in Step 2, unless Step 3 review has been requested, in which case, the demand must be filed within 15 business days of the District's answer in Step 3.
2. The arbitration proceeding will be conducted under the rules of the American Arbitration Association. The hearing locale shall be Lunenburg, MA, unless otherwise agreed by the parties. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement. The award shall be final and binding on the School District, the Association, and

the grievant. The decision of the arbitrator shall not violate any statutes of the Commonwealth, or regulations pursuant to such statutes.

3. The arbitrator's decision shall be final and binding and may be reviewed in court under G.L. c.150C, or on the grounds that the award: (1) is arbitrary or capricious, or (2) misinterprets or misapplies any provision of the law. The dispute, as stated in the request for arbitration, shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties agree in writing to modify the scope of the hearing. A dispute that was not raised in the grievance may not be raised in arbitration. The arbitrator may not hear evidence or argument with respect to matters that are not arbitral under this agreement.
- F. The parties agree to follow each of the foregoing steps in the processing of grievances; and if at any step the District fails to give its written answer within the time limit therein set forth, the grievance shall be deemed to be denied, and the Association may appeal the grievance to the next step at the expiration of such time limit. Failure of the Association at any step to process according to the time limits set forth herein shall mean that the Association has waived the grievance, and the right to proceed further.
- G. The Association may file a grievance affecting employees in two or more school buildings at Step 2, provided that it meets the time lines specified in Step 1.

### **ARTICLE III LEAVE POLICY**

A. SICK LEAVE:

1. For personal illness of the teacher, or a member of the teacher's immediate family which necessitates the teacher's absence from school, each teacher shall be entitled to earn twelve (12) sick leave days per year. Unused sick leave days can be accumulated to a maximum of one hundred eighty (180) days.
2. The superintendent, at his/her discretion, may require certification by a physician after five (5) consecutive days of sick leave.
3. For purposes of this section "immediate family" is to be construed as spouse and children, spouse's children, mother, father, grandparent, grandchild, sister, brother, parent-in-law, or any other person who resides within the same household.
4. Accumulation of sick leave will start with the beginning of the most recent period of continuous full-time employment at Lunenburg.

B. DEATH IN THE FAMILY:

1. For death in the immediate family of the teacher, an absence up to five (5) calendar days will be granted without loss of pay or other leave benefits.
2. The immediate family is to be construed as spouse and children, mother, father, grandparent, grandchild, sister, brother, mother-in-law, father-in-law or any



other person who lives within the same household.

3. In the event of death of other close relatives, one (1) day will be granted.

**C. TEMPORARY LEAVES-OF-ABSENCE:**

1. Each employee is entitled to a maximum of three (3) personal days per year for the purpose of attending to personal or family business, which cannot be conducted outside of school hours. Requests for personal days must be made in writing to the principal at least 48 hours before the day of the proposed absence. The form on which requests for personal days are to be made is attached hereto and incorporated herein as if set forth in full as Appendix A to this Agreement.
2. Personal days will not be granted generally during the first five (5) days of the school year, during the last five (5) days of the school year, or immediately preceding or following school vacation periods or holidays (these are "blackout" or restricted days).
3. Unrestricted Personal Day. Employees who have a minimum of twenty (20) years of service in Lunenburg as of June 30 shall be entitled to use of one (1) of their personal days on the "blackout"/restricted days during the following school year, excluding orientation day and the first and last day for students. Proper notification must be sent to the building Administration before September 30. No more than one educator can take a restricted day per building; if necessary, approval will be based on seniority. Requests for days off submitted after September 30 will be allowed if no one else has put in for the requested day. Requests received after September 30 will be handled on a first come first serve basis.
4. If the employee wishes to use a personal day for personal illness or illness in the immediate family or emergency, the requirements for 48 hours' notice will be waived.
5. Unused personal days at the end of the school year shall be added to sick leave, subject to the maximum accrual set forth in Article III, Section A.

**D. JURY DUTY:**

Employees will be granted leave to attend jury duty in accordance with applicable law.

**E. MILITARY LEAVE:**

Employees will be granted military leave in accordance with applicable state and federal laws.

**F. Statutory Leaves (FMLA, MPLA, and SNLA)**

1. Notwithstanding anything in this Agreement to the contrary, any unit member may exercise his or her rights to take Family and Medical Leave or Military Family Leave pursuant to the Family and Medical Leave Act of 1993 ("FMLA"), if he or she has worked 1250 hours in the last twelve (12) months, in accordance with the FMLA. Likewise, employees may exercise their rights to take Small Necessities Leave

pursuant to the Massachusetts Small Necessities Leave Act (“SNLA”), or parental leave pursuant to the Massachusetts Parental Leave Act (“MPLA”).

2. The FMLA is a federal law that provides for up to twelve (12) weeks of unpaid leave each year for the birth, adoption or placement of a child; the serious health condition of the employee or an immediate family member; or to attend to certain qualifying exigencies connected with having a family member deployed to active military service. In addition, the FMLA allows up to twenty-six (26) weeks of leave in a single twelve (12) month period to care for covered military service members who becomes ill or injured in the line of duty while on active duty in the military.
3. The SNLA is a state law that provides up to twenty-four (24) hours per year of unpaid leave to attend to certain responsibilities regarding the educational advancement of the employee’s child, accompanying an employee’s child to routine medical or dental appointments, or accompanying an elderly relative of the employee to routine medical or dental appointments, or appointments for other professional services related to the elder’s care, such as interviewing at nursing or group homes.
4. The MPLA provides an employee who has been employed for 3 months as a full-time employee with 8 weeks of unpaid (except as provided below) parental leave for giving birth or for the placement or adoption of a child as further defined in the statute. If the employee provides two-weeks’ notice of their intent to return and returns at or before the expiration of 8-weeks, their right to return to the same or similar position is protected, as further detailed in the statute.
5. Although the statutory leaves are unpaid, employees with available qualifying paid leave benefits will receive paid leave. Qualifying paid leave means leave that would be available for use for the purpose for which it is being taken in the absence of the statute. For example, a leave taken in connection with the employee’s own illness (including medically documented disability resulting from childbirth), qualifies for the use of sick leave, while leave to care for another sick person qualifies for sick leave only to the extent that sick leave for family illness is available. Parental leave that is not taken in connection with any disability of the teacher would not generally be eligible for sick leave, except as detailed in the following section. If an employee qualifies for FMLA, MPLA or SNLA leave, the District has the right to designate applicable paid leave as FMLA, MPLA or SNLA leave. Leave entitlement will be calculated on a rolling 12-month basis. The District shall have the right to establish rules and regulations concerning the use of Family and Medical Leave and Small Necessities Leave that are consistent with those laws and do not conflict with specific provisions of this Agreement. Leaves under the FMLA and MPLA will run concurrently. If both parents work for the District, they are together entitled to the FMLA/MPLA statutory leave amount in the aggregate.

**G. Availability of Pay for Statutory Leaves and Availability of Additional Unpaid Leave**

The statutes referenced above provide for unpaid leave in the amounts indicated in

the sections above and in the laws and regulations referenced. The statutes provide that the question of whether leave will be paid is governed by the policies of the employer. In this case, the policies of the employer pertaining to paid leave are embodied in this Agreement. This section clarifies and sets forth the situations and amounts of paid leave available to be used concurrently with the statutory leaves described above.

1. Childbirth and Pregnancy Related Leave. Paid leave for the employee who gives birth to a baby is available as outlined in the preceding section, based upon documented medical need, subject to the employee having available sick leave.
2. Non-Birthing Parent. If an employee becomes a parent without giving birth (e.g., because employee's spouse gives birth to a baby, or the employee adopts a child aged 5 or over) and is therefore not eligible for sick leave due to the employee's own temporary disability, the employee will be able to access up to 15 days of available sick leave to cover FMLA/MPLA qualifying parental leave upon presentation to the District of suitable documentation.
3. Adoption. If an employee adopts a young child under the age of 5, the employee may access up to 8 weeks (40 days) of available sick leave to cover FMLA/MPLA qualifying parental leave upon presentation to the District of suitable documentation. If both parents are employees of the District the 8 weeks shall be in the aggregate.
4. Extended Unpaid Parental Leave. An employee may request an extension of unpaid parental leave of up to 20 school days. The Superintendent shall have the discretion to grant or deny such a request after giving due consideration to the needs of the District and the needs of the teacher.
5. Family Sick Leave. Employees who access FMLA or SNLA qualifying leave in connection with the illness of a family member may access paid leave only as set forth here.
  - a. Employees may access paid personal leave, if available, for SNLA leave.
  - b. For FMLA leave taken for the illness of a family member (approved in accordance with the District's FMLA policy and procedures), employees may access up to 25 days of their own accrued unused sick leave in order to be paid for part of the leave.
  - c. In extraordinary circumstances, an employee after exhausting the 25 days of sick leave available in section b, may apply to the Superintendent who shall have the discretion to permit access to an additional 20 days of accrued sick leave for FMLA leave.
  - d. In all cases under this provision the source of leave shall be limited to the employee's own accrued unused sick leave, not sick leave bank or any other source of leave.

## ARTICLE IV CONDITIONS

### A. THE CONTRACT YEAR:

The teachers' contract covers the period starting as close to September 1st as administratively and educationally feasible, but not later than the day after Labor Day, and continues for one hundred eighty-two (182) working days with a one hundred eighty-third day only as necessary as determined by the Superintendent with suggestions provided by the L.E.A. This contract may not be invoked for more than one hundred eighty three 183 working days. (This is based on one hundred eighty (180) days of children being in school).

Annual teachers' salaries earned in the ten month period will be spread over a twelve-month period extending from September 1 through August 31st. A teacher employed during the year may be paid on a ten-month or twelve-month basis upon mutual agreement with the Superintendent of Schools; otherwise, salaries will be paid on a twelve-month basis.

*\* An exception to this article would be first year teachers whose contract year is one hundred eighty-four (184) working days.*

### B. LENGTH OF SCHOOL DAY:

A teacher's day (the "work day") will begin at least fifteen (15) minutes before the start time for students. At the end of the students' school day (the "school day"), and upon completion of all professional responsibilities (which may include but are not limited to: before and after school help for students, parent meetings, faculty meetings, professional development, programs, grade level meetings and subject meetings, etc.), teachers may leave at their discretion. With advance notice to teachers of at least twenty-four (24) hours, school principals may periodically rearrange the before school and after school requirements to accommodate before-school and/or after school faculty grade level, and subject area meetings and planning sessions. Attendance at normal faculty, mandatory professional development, and teacher orientation meetings will not be required in excess of forty (40) minutes beyond the normal work day, and shall not exceed an average of four (4) meetings per month unless mutually agreed upon by the administration and faculty.

### C. OPENING AND CLOSING TIMES OF SCHOOL DAY:

Opening and closing times of schools will be determined by the administration. The school day shall not exceed seven (7) hours and five (5) minutes.

D. COMPENSATION AND OTHER CONDITIONS OF EMPLOYMENT:

Subject to the provisions of this Contract, the wages, hours, and other conditions of employment applicable on the effective day of the Contract shall continue to be applicable.

E. SCHOOL CALENDAR:

1. In the interest of facilitating a more flexible School Calendar, efforts will be made by the School Committee to start the school year as close to September 1st as administratively and educationally feasible.
2. That the Lunenburg Education Association be consulted on changes in the Calendar but respecting the right of the School Committee to alter it, when emergencies arise.

F. CLASSROOM PERIODS:

In the practice of good school administration, the school administrator will consult with faculty members affected before the number of scheduled periods or length of classroom periods within the normal school day are altered.

G. STAFF DEVELOPMENT DAYS:

The School Committee will schedule five (5) staff development days per year.

The meetings will be scheduled between 7:00 a.m. and 3:00 p.m. with consideration for after school activity schedules customary to the building and grade level.

The administration and the faculty will plan the agenda cooperatively.

**ARTICLE V  
SCHOOL EVENTS FOR PARENTS DURING THE SCHOOL YEAR**

The parties agree the interests of Lunenburg parents, teachers, and students will be best served by providing opportunities for school events for parents during the school year.

A. PARENT-TEACHER CONFERENCES:

1. Principals may schedule parent-teacher conferences in a way that, in their judgment, best meets the needs of teachers, students, and parents. Conferences may be scheduled through a combination of early release time, and meeting time in the evening for a total of six hours.
2. Notwithstanding the foregoing, conferences will continue to be scheduled when necessary in individual cases when agreed upon by the parent and teacher, or required by the administration, based on a parent, teacher or administrator request. Such conferences will be held at mutually agreeable times.

**B. OTHER SCHOOL EVENTS FOR PARENTS:**

In addition to the above, the Principal may schedule one additional evening meeting for the purpose of a parent open house. Meetings for this purpose will not exceed two hours or extend beyond 9 p.m. unless extended at the discretion of the individual teachers.

**ARTICLE VI  
CLASS SIZE**

The Committee and the Association recognize that Class Size is an important factor in good education, and the Committee will, subject to space availability and all other educational considerations, ensure that class size is conducive to an effective teaching/learning atmosphere. Special attention will be given to such areas as: basal groups, shop classes, and laboratory sections. However, the final decision on class size rests with the Committee.

**ARTICLE VII  
NOTIFICATION OF OPENINGS (Teaching Personnel)**

- A. When there are vacancies within the District (defined as positions that the District desires to fill), including opportunities for advancement, stipend positions, new positions and replacement positions, the District will post those positions.
- B. Posting may be accomplished by posting the information in the central office, and in at least one location in each building and by sending an e-mail to all affected staff on their district e-mail accounts.
- C. Notices of vacancies will be posted for 7 calendar days, prior to the position being filled. If it is necessary to make a decision sooner than the posting period will allow, then the Superintendent may seek a waiver of the 7 days from the Association President.
- D. The NOTICE OF OPENING will include:
  - 1. A brief job description including the scope of the work and the salary provisions.
  - 2. Date the work is to begin.
  - 3. Any other information deemed pertinent to a given position.
  - 4. Deadline date for receipt of applications.
- E. Notification over the summer shall be accomplished by e-mail as described above. If a vacancy occurs after August 15, then notice to employees shall be by e-mail or by an internet website advertisement

**ARTICLE VIII  
TEACHER ASSIGNMENTS**

- A. Teachers (other than newly appointed teachers) will be notified in writing of their programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, as soon as practicable and under normal circumstances not later than August 1<sup>st</sup>. Wherever practicable, teachers will be given verbal tentative notice of such assignments by the close of the school year. If changes are made in teachers' programs after notification, they will be notified in writing as soon as possible, or no less than 2 weeks prior to implementation.
- B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not normally be assigned, except temporarily or for good cause, outside the scope of their teaching certificates and/or their major or minor fields of study.
- C. Changes in grade assignment in the elementary schools and in subject assignment in the secondary schools will normally be voluntary. When involuntary transfers are necessary, a teacher's area of competence, major and/or minor field of study, quality of teaching performance, and length of service in the Lunenburg School System will be considered in determining which teacher is to be transferred. Teachers being involuntarily transferred will be transferred to comparable positions as far as is reasonably possible. The reassignment and utilization of teachers within a school building by the principal will not be considered a transfer. Teachers reassigned will be provided with at least 2 weeks notice, and an opportunity to meet with the principal if they so request.
- D. An involuntary transfer will be made by written notice to the affected teacher, stating the reasons for the transfer. The teacher shall be given an opportunity to meet with the Superintendent. In the event a teacher objects to the transfer, upon written request of the teacher, the Association will be notified in writing as to the specific reasons for the transfer and the Superintendent will meet with the Association representatives and the teacher involved to discuss the transfer.
- E. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. As such, teachers will be notified of any changes in their schedules as soon as practicable. Teachers will be reimbursed, upon request, at the IRS rate for mileage between buildings when required to travel to more than one building during the school day due to their assignments. Teachers assigned to positions requiring daily travel between schools will be reimbursed \$250 based upon the mileage traveled between the buildings. Payment will be made at the end of the fiscal year in lieu of individual payments for mileage.

- F. Notwithstanding anything in this agreement to the contrary, the final decision on all assignments and transfers rests with the Superintendent of Schools.
- G. Teacher assignments will be made without regard to race, creed, color, religion, nationality, sex, sexual orientation, disability, age or marital status.

### **ARTICLE IX NON-TEACHING DUTIES**

The Committee and the Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent reasonably practicable, be utilized to this end. The Committee has no present intention to make any substantial increase in the non-teaching duties that would affect a wide segment of teachers, and should circumstances change, would do so only after negotiation with the Association. On the other hand, the Committee recognizes that it may be desirable to relieve teachers of other non-teaching duties than now provided for in each building and, accordingly, will study additional methods and means designed to provide that in each building more of the teacher's time may be devoted to activities of direct benefit to students. Issues arising with respect to interpretation or application of the above, while they may be "grievances" under this Agreement, shall not be arbitrable.

### **ARTICLE X TEACHING LOAD**

- A. All teachers shall have a duty-free lunch period. All teachers will have at least a 20 minute lunch period.
- B. All classroom teachers and special service teachers shall have a duty-free preparation period each full work day. Intended largely for preparation, these periods shall be equal in time length to that of instructional periods in the workday provided each building. Academic subject area middle school and senior high school teachers (grades 6-12), will not normally be assigned more than five (5) instructional periods per work day and one (1) period some other duty. Modified block scheduling may be utilized at the high school, which will result in teachers teaching an extended period once every day.

While exceptions to the above may be made on either a temporary or regular basis, it is agreed that any such exception shall be rare.

- C. Classroom teachers in grades K-5 will be entitled to no less than one 40-minute preparation period per day. Pre-School teachers will be provided preparation time between the morning and afternoon sessions, and after the afternoon session for no less than 30 minutes each.



- D. Special area teachers shall not normally be required to teach outside their area of specialization (i.e., music, art, physical education, industrial arts, and home economics).

**ARTICLE XI  
GROUP INSURANCE AND TAX-SHELTERED ANNUITIES**

- A. All teachers covered by this Contract shall be eligible to participate in the present Group Insurance Plan in accordance with the provisions of said Plan in force and effect for employees of the Town of Lunenburg or in any comparable plan subsequently established to cover solely employees of the Town of Lunenburg. The Committee and the Association will each designate two (2) persons to represent them on a study committee to report on the issue of "jointly managed trusts" as a vehicle for providing health insurance coverage to members of this bargaining unit. The report of this committee is not binding on either party, and the issue may be raised by either party in subsequent contract negotiations.
- B. Teachers shall be eligible to participate in a Tax-Sheltered Annuity Plan or a Tax-Sheltered Mutual Plan established pursuant to appropriate federal, state and local laws, by December 1st of each school year.

**ARTICLE XII  
VOLUNTARY TERMINATION OF EMPLOYMENT**

Voluntary termination of employment from the Lunenburg School System will be by a written notice of at least thirty (30) days, except in the month of August and September, when a sixty (60) day notice is required.

**ARTICLE XIII  
SICK LEAVE BANK**

- A. A Sick Leave Bank will be established for use by qualified members whose sick leave accumulation is exhausted through prolonged illness and who require additional leave to recover from an extended illness.
- B. Each member of the bargaining unit, school administrators, superintendent of schools, assistants, upon the accumulation of twenty (20) sick days at the end of a school year, become eligible for membership in the Sick Leave Bank. They then will contribute two (2) sick days initially and one (1) sick day each succeeding year until each member has contributed five (5) days.

In the event that the accumulation of bank days falls below three hundred fifty (350) days, members shall contribute additional days as deemed necessary by the Sick Leave Bank Committee.

- C. Any Sick Leave Bank days shall be carried over to successive years.
- D. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of two (2) School Committee Designees and two (2) members of the Sick Leave Bank designated by the teachers' association. The Superintendent will serve as an ex-officio (non-voting) member of the committee.
- E. Application for benefits shall be made in writing to the Sick Leave Bank Committee prior to the point at which the employee's sick leave is exhausted as herein before provided, and shall be accompanied by a doctor's certificate as to the need for and anticipated extent of extended recovery time from the illness.
- F. A prolonged illness will be construed to be one, which causes the employee to be absent from work twenty (20) consecutive school days. Recurrence of an illness must be diagnosed by the doctor as being related and/or a continuation of the original illness. Under this provision, the twenty (20) prolonged illness days may be waived.
- G. If a member's sick days are exhausted because of a prolonged illness, any additional days needed for other illnesses will be considered on an individual basis provided a doctor has certified the need for such days.
- H. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty (30) days.
- I. Additional entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant.
- J. Subject to the foregoing requirements, the Sick Leave Bank Committee will determine the eligibility for the use of the Bank and the amount of leave to be granted. The following general criteria shall be considered by the Committee in administering the Bank and in determining the amount of leave:
  - 1. Medical evidence of serious extended illness.
  - 2. Prior utilization of eligible sick leave.
  - 3. Longevity.

The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.

- K. Upon return from extended sick leave during which benefits were received through the Sick Leave Bank, the recipient shall be entitled to commence a new accumulation of individual sick leave in accordance with the provisions of the collective bargaining agreement on the same basis as other teachers.

**ARTICLE XIV**  
**SABBATICAL LEAVE/ PROFESSIONAL LEAVE**

- A. Upon the recommendation of the Superintendent of Schools, a Sabbatical Leave for a full or one-half school year may be granted by the School Committee for:
  - 1. Advanced study at an approved college or university; or
  - 2. For independent research to teachers who have completed seven (7) consecutive years of service in the Lunenburg School System, where such experience would, in the opinion of the Committee, increase the teacher's professional ability.
  
- B. Personnel requesting such leave must submit their applications, in writing, to the Superintendent of Schools not later than January 15th of the school year preceding the school year for which the leave is requested. Applications for sabbaticals must indicate the scope and area of the study of independent research to be undertaken as well as specifically indicating how such leave will benefit the Lunenburg School System. Action shall be taken on all such requests as soon as possible and not later than April 15th. A second or third such leave shall not be authorized until a teacher shall have re-established eligibility by serving another period of seven (7) years.
  
- C. No more than two (2) teachers involved with half year leaves or one teacher involved with a full year leave from the total school system will be absent on sabbatical leave during any one school year. No more than one teacher shall be absent at any one time.
  
- D. Successful applicants will receive one-half (1/2) of the salary to which they would have been entitled provided that that amount when coupled with any scholarship, grant, or aid, shall not exceed the regular salary to which they would have been entitled.
  
- E. Before accepting such sabbatical leave, the teacher shall enter into a written agreement to return to active service in the Lunenburg School Department for a period of at least twice the length of such leave. A teacher who does not fulfill this agreement shall have agreed in writing to pay the Town the amount of salary received for the sabbatical provided that the teacher may be released from such payment if his failure to serve twice the length of the leave is due to disability, death or if he is discharged from his position by the School Committee.
  
- F. A teacher returning from sabbatical leave shall be placed on the step of the salary schedule he would have attained had he remained in the school system. He shall not be entitled to sick leave or other benefits while on leave.
  
- G. A progress report should be submitted to the Superintendent by the recipient at the mid-point of the leave. Upon completion of the leave, the recipient shall submit a written report to the Superintendent containing transcripts of all college and university work done while on leave, together with any other pertinent or interpretive materials considered essential to an evaluation of his program.

- H. Recipients shall not engage in remunerative work unless approved in writing by the Superintendent while on leave except when scholarships and fellowships in approved colleges and universities which do not interfere with the prescribed program of professional improvements are allowed.
- I. In the case where there are several applications for the sabbatical leave, the Superintendent may appoint an evaluation committee, which would screen the applicants and report its findings to him. The recommendation of the Superintendent shall be made on the basis of the value of the proposed leave to the educational system of Lunenburg.
- J. (Professional Leave) - Upon the application of a member of the bargaining unit and the recommendation by the Superintendent, the School Committee or its designee may grant to such member of the bargaining unit, leave without pay for such term, upon such condition and for such purpose as the School Committee or its designee shall determine. The purpose for which a member of the bargaining unit shall submit his application for such unpaid leave may include, but shall not be limited to:
  - 1. Advanced study;
  - 2. Participation in an exchange-teaching program in another state, territory or country;
  - 3. Participation in a cultural program related to his professional responsibilities;
  - 4. Participation in a public office to which he has been elected or appointed;
  - 5. Participation as MTA/NEA elected or appointed office and for such other purposes as may be allowed under the laws of the Commonwealth;
  - 6. Career exploration.

Any request for leave pursuant to paragraphs 2 and/or 3 above must be submitted on or before March 1st of the school year preceding the year in which the leave is to be taken. Requests for leave for advanced study must be submitted on or before April 1st of the school year preceding the year in which the leave is to be taken.

Any member of the bargaining unit granted an unpaid leave-of-absence shall retain those benefits accrued prior to the period of his leave which are permitted by statute and the policies of the School Committee; provided, however, that the period of any such leave shall not be included in the computation of seniority of any member of the bargaining unit, nor shall the taking of any such leave be deemed to affect any prior-acquired seniority.

Any request for leave pursuant to paragraphs 1, 2 and/or 3 above must be submitted at least one year in advance of the effective date.

**ARTICLE XV  
JOINT MEETINGS**

The Lunenburg Education Association Executive Board and the Superintendent will meet monthly to discuss educational issues.

**ARTICLE XVI  
PAYROLL**

**A. PAYROLL REGULATIONS:**

1. The Association and the Superintendent will consult annually prior to the close of school to establish the pay dates for the upcoming school year. The first full paycheck will be paid on the first Friday after the start of school on which the Town issues a payroll.
2. In the event that a scheduled pay date falls on a holiday, or during a vacation period, the check will be mailed the Thursday preceding to the teacher's home.
3. The Superintendent of School shall have the right to determine the salary schedule placement for newly hired employees without reference to actual experience, subject to the agreement of said employee, as a part of the hiring process. Full credit shall be given for degree status at the time of hire. Thereafter, such employee shall move through the steps based on experience, course work, and/or degree earned during their employment in the Lunenburg Public Schools as provided in this contract.
4. Step Increases, In order to advance to the next step on the salary scale, employees must work or be in a paid status for at least 90 school days in a school year. Days used from the sick leave bank will not be applied toward the calculation of the 90 paid school days.
5. In order to receive salary credit for degrees and/or course work, written notice must be given to the Superintendent of Schools no later than November 15 of the school year prior to the school year in which salary credit for such degrees or course work is to be effective. Except as described below, all necessary transcripts or evidence of degree obtainment and/or completed course work must be received by the Office of the Superintendent no later than the end of the workday on June 15 to be eligible for a change of salary schedule placement for the start of the next school year.

Individuals enrolled in a Summer 1 class who need to complete that Class to be eligible for a change in Salary schedule placement must submit initial paperwork by June 15 but may request an extension to submit their

transcripts and evidence of degree obtainment up until July 15. It is understood and agreed, however, that by taking advantage of this extension the School Committee cannot guarantee that the lane change will be in effect for the start of the next school year. Changes will be processed as quickly as possible, and retro will be provided if necessary.

No changes of salary schedule placement will be made unless proper notice has been given and all supporting documentation has been received as set forth above.

6. The employer may establish stipends for work to be performed outside of the contractual work year on a voluntary basis. The establishment of such stipends and/or the employment of persons to perform such work shall not be subject to collective bargaining and/or the grievance or arbitration provisions of this contract except as to an allegation that an employee was involuntarily required to perform such work.

**B. SUMMER PAYROLL:**

1. Teachers leaving the employ of the school system will receive their accumulated summer pay in a lump sum on or before June 30th.
2. Teachers remaining in the school system may receive their accumulated summer pay in a lump sum if they have so requested, in writing, to the Superintendent of Schools by June 1st of each year. This also will be paid on or before June 30th.

**C. SALARY PRORATION:**

1. Salaries for teachers entering or leaving the school system during the school year will be figured at a daily rate of 1/183rd of the total annual salary. In the event that more than 185 days of school attendance for pupils are mandated by the State and more than 183 (184 days for first year teachers) working days are required of the teachers, additional salary will be paid on a proration of the annual salary at 1/183rd per diem.
2. Deductions for days of absence over the allotted sick leave are made in accordance with the above procedure. Such deductions are adjusted in the July payroll period or upon termination of service during the school year.
3. All extra-curricular and co-curricular activities, established by the administration and approved by the School Committee shall be compensated pursuant to the after school activities schedule attached to and incorporated in this Agreement. Said compensation shall be treated in all respects as regular compensation, including, but not limited to being subject to deductions required by the Massachusetts Teachers Retirement System.

The administration, in its posting of such positions, shall set forth the maximum number of hours to be worked for each such position.

4. Curriculum Development will be paid at a rate determined between the teacher and the Superintendent but not less than the pro-rated amount based on the current Bachelor minimum salary.

D. PAYROLL WITHHOLDINGS:

1. By law, deductions must be withheld for both federal and state income taxes.
2. By law, deductions of 5% for service prior to January 1, 1975; 7% for service effective January 1, 1975; 8% for service effective January 1, 1984; and 11% for service effective September 2001 must be withheld from salary for teachers' retirement.
3. Voluntary withholdings currently in practice are:
  - a. Blue Cross-Blue Shield or Health Maintenance Organization premiums
  - b. Teachers' Association dues
  - c. Tax Sheltered Annuities
  - d. Accident and Health Insurance
  - e. Teachers will be allowed to participate in the Town of Lunenburg Section 125 Cafeteria Plan pursuant to the provisions of Section 125 of the Internal Revenue Code:
    - 1) Employee contributions to group health insurance will be made in pre-tax dollars;
    - 2) Employees may voluntarily participate in a Medical Care Account Plan (MEDCAP) and/or a Dependent Care Account Plan (DECAP) subject to all applicable laws and regulations; it is understood that MEDCAP and DECAP are funded by employee contribution *in toto*, and that withdrawal from either during the plan year is prohibited under ordinary circumstances. All requirements and procedures set forth in the Summary Plan Description concerning benefits apply to MEDCAP and DECAP.

E. DUES DEDUCTION:

1. The District agrees to certify to the Treasurer of Lunenburg, all payroll deductions for the payment of dues to the Association duly authorized by employees covered by this Contract. If employees revoke their authorization, the District will take immediate steps to cease the deduction

at the next certification to the Treasurer

2. In the event that the District is made a party to any litigation involving this provision, the Association agrees to hold the District harmless and indemnify it in full for any judgments, which are entered against the District, provided that the District will agree to utilize the services of an attorney chosen by the Association

**ARTICLE XVII**  
**CRITERIA GOVERNING ADVANCEMENT BETWEEN DEGREE SCHEDULES**  
**AND PROFESSIONAL IMPROVEMENT**

- A. Courses must be taken from accredited institutions of higher education. Courses are to be subject content oriented in the teacher's field or be prerequisites for an approved graduate degree program or deemed beneficial to the applicant in their particular Lunenburg assignment.
- B. Approval of a given course on the prescribed form must be received from the Superintendent of Schools prior to taking the course if it is to receive credit for salary purposes. There is no limit on the number of classes that can be taken, however, unless a teacher is enrolled in a formal degree or licensure program, only nine (9) credits may be applied per year for purposes of advancing on the salary schedule. Teachers seeking to apply more than nine (9) credits in a year must provide evidence of their enrollment in a degree or licensure program. Credits earned over nine (9) but unable to be applied may be rolled over and submitted the following year.
- C. All courses, whether district-based courses or otherwise, offered by degree granting institutions will be acceptable if the provisions of "A" and "B" above are met.
- D. CRITERIA FOR REIMBURSEMENT:
  1. The Committee will pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by teachers who attend workshops, seminars, conferences or other professional improvement sessions at the request of the School Administration and with the advance approval of the Superintendent of Schools.
  2. Teachers must present receipted bill for payment.
- E. Professional development activities shall be coordinated through the Professional Development Committee, subject to the approval of the Director of Professional Development and Superintendent of Schools.



**ARTICLE XVIII  
REDUCTION IN FORCE**

- A. This section does not apply to teachers without Professional Teacher Status. No professional status Teachers shall be laid off while there is a non-Professional Teacher Status Teacher whose position the Professional Status Teacher is licensed/certified to fill.
  
- B. In the event of any reduction in the force of employees with professional teacher status, the criterion defined below will be used to select those to be laid off, except where the Superintendent determines that substantial performance variations, the presence or absence of special experience or training, or other substantial educational considerations exist, in which case the Superintendent shall determine which employee shall be laid off.
  
- C. Academic disciplines are:
  - 1. Biology
  - 2. Business
  - 3. Chemistry
  - 4. Early Childhood
  - 5. Earth Science
  - 6. Elementary
  - 7. English
  - 8. Foreign Language
  - 9. General Science
  - 10. Health
  - 11. History/Social Sciences/Social Studies
  - 12. Instructional Technology
  - 13. Latin
  - 14. Library
  - 15. Mathematics
  - 16. Middle School
  - 17. Music
  - 18. Physical Education
  - 19. Physics
  - 20. Reading
  - 21. School Guidance Counselor
  - 22. School Nurse
  - 23. School Psychologist
  - 24. School Social Worker/School Adjustment Counselor
  - 25. Specialist in Speech, Language, and Hearing Disorders
  - 26. Teacher of Students with Moderate Disabilities
  - 27. Teacher of Students with Severe Disabilities
  - 28. Teacher of the Visually Impaired
  - 29. Technology/Engineering
  - 30. Visual Art

- D. Seniority shall be defined as continuous unbroken service in a professional educational position in Lunenburg (either in or out of the bargaining unit) from the date of appointment to any such position and including the time spent on leave-of-absence whether paid or unpaid, up to and including two total years.

In the event two (2) or more persons are tied, the tie breaker, in order shall be:

1. Degree Status;
2. More years of total teaching experience;
3. Lottery.

Annually, but no later than October 15th, the parties will have either agreed upon a seniority list or identified the persons with respect to whom there is disagreement. Any such disagreements will be resolved in one arbitration pursuant to the Expedited Arbitration Rules of the American Arbitration Association.

- E. In the case of any layoff or reorganization, layoffs will be made, in the judgment of the Superintendent, based on the best interests of the students, and the qualifications of the teachers.

1. If the position to be eliminated in a particular department is held by a professional status teacher, that teacher may displace a non-professional status teacher; provided, that the professional status teacher is properly licensed for the position he or she seeks to assume.
2. As between teachers with professional status who are properly licensed for a position that remains after a reduction or reorganization, layoff decisions shall be based upon qualifications. Qualifications shall include, primarily, indicators of performance as defined herein and the best interests of students, and shall also include, experience in the subject matter/area and grade levels, professional training, educational background, other active and inactive licenses held, other materials in the personnel file, and the anticipated needs of the school district. System-wide seniority within academic disciplines, as defined above, shall be considered as a tiebreaker among teachers whose qualifications are no different using the criteria in this Article.
3. Indicators of performance shall include: ratings from 2 or more performance evaluations (except that no distinction shall be made between evaluations that meet or exceed performance standards); disciplinary history; attendance; and commendations/awards. These are not to be considered an order of priorities but are identified to indicate that a judgment will be made if and when reductions become necessary with each of the above factors being given appropriate weight.

- F. Laid off employees with Professional Teaching Status will retain recall rights for a period of two (2) years from the effective date of their layoff. (August 31 is the effective date of a layoff for an employee scheduled for layoff status the next school year.)

In the event a vacancy occurs in a position for which an employee with recall rights is then currently qualified pursuant to the provisions of G.L. c. 71S. 38G will be offered that position. In the event there are two or more employees who are so qualified, the criteria for selection between them will be applied as set forth in section 1. above. Such employee(s) shall be notified of the opening by certified mail to the then last address of record, and the employee shall have ten (10) calendar days from the date of mailing to notify the Superintendent in writing of his/her acceptance of the position. Failure to so notify terminates all rights under this recall provision.

Recalled employees shall be restored all benefits and seniority, but they shall not accumulate benefits or seniority while on recall status.

Laid off employees may continue group health and life insurance during the recall period as permitted under applicable law by reimbursing the town the total premium cost. Failure to forward premium payments to the town during the period of layoff or refusal to return to employment upon recall will terminate all rights under this Article.

#### **ARTICLE XIX ASSOCIATION BUSINESS**

- A. The School Committee will grant up to five (5) days in total for Association business to attend the MTA annual meeting. The Association will reimburse the District the cost of substitutes.
- B. The School Committee will allow the LEA President to be excused from a duty or advisory not to exceed thirty (30) minutes per week in order to respond to emails and phone calls, and to communicate or meet with union membership.

#### **ARTICLE XX SALARIES**

- A. For the duration of the July 1, 2021 to June 30, 2024 Agreement, the salary scale in effect on June 30, 2021 shall be amended as follows:
  - 1. Salary Schedules for 2022-2024 (Teachers, Nurses, Athletics & Stipends).
    - a. FY22: Appendix B, 2.5% adjustment to salary schedule Apply 2.5% adjustment to Athletic and Extra Curricular Salary Schedule
    - b. FY23: Appendix B, 1.5% adjustment to salary schedule Apply 1.5% adjustment to Athletic and Extra Curricular Salary Schedule
    - c. FY24: Appendix B, 1% adjustment to salary schedule Apply 1% adjustment to Athletic and Extra Curricular Salary Schedule
  - 2. Effective July 1, 2021, the parties agree to a three-year phase out of the Master Teacher and Service Recognition Programs in exchange for the Creation of a new step 13 in FY23.

3. Effective July 1, 2022, a new step 13 will be created that is \$1,000 above Step 12. The flat dollar amount of \$1,000 will be added to step 12 after the COLA has been applied to create the new step 13. Members on step 12 as of FY22 who are eligible to advance to the next step will advance to step 13 effective July 1, 2022. Members will advance from step to step, including step 13, as set forth in Article XVI.
4. Effective July 1, 2023, the flat dollar amount of \$500 will be added to step 13 (after the COLA has been applied).
5. Effective June 30, 2024, the flat dollar amount of \$250 will be added to step 13.
6. Step increases and lane changes shall be honored in accordance with the terms of the agreement.
7. Salaries for additional duties performed in connection with Activities and Athletics shall be amended as outlined in (a) above.

**B. SCHOOL PSYCHOLOGIST AND GUIDANCE COUNSELORS SALARY DIFFERENTIALS:**

1. A \$400.00 differential was adopted for the Lunenburg Public Schools Psychologist.
2. A \$200.00 differential was adopted for Guidance Counselors.

**C. GUIDANCE PERSONNEL - SPECIAL NEEDS PERSONNEL REMUNERATION BEYOND TEACHERS' NORMAL SCHOOL YEAR:**

In the event it is felt to be necessary for Guidance and Special Needs personnel to work beyond the number of days required of all other teaching staff, they will receive additional remuneration on a prorated per diem basis at the rate of 1/185th of their annual base salary. This additional time will be subject to the prior approval of the Superintendent of Schools.

**D. CRITERIA GOVERNING COACHES SALARY:**

New coaches will come into the assignment at the Step 1 rate; however, the Committee reserves the right to place a new coach on another step on the basis of previous experience in a comparable assignment in other school systems.

The salaries for Coaches are set forth in the salary schedules attached hereto and incorporated in this Agreement.

- E. During the self-evaluation and visitation year of the NEASC accreditation process, salaries will be provided to those serving in the following capacities as follows: Committee Chair, \$1,000; Standards Chairs, \$600; Clerk/Editor, \$600.
- F. Salaries for after school activities, extracurricular activities and department heads and other co-curricular work are contained in this contract.

**G. LONGEVITY:**

Members of Unit A that have completed a minimum of 30 years of continuous service to the Lunenburg Public Schools shall receive a longevity increase. This longevity payment will be added to the base salary and paid regularly in all payroll checks. Beginning in the 2004-2005 school year the longevity will be .5% and in 2005-2006 the rate shall be 1%.

- 15 to 19 years: Add \$1,900.00 to Step 12 for teachers who have completed 15 years of teaching service before the start of school year in the Lunenburg Public Schools
- 20 to 24 years: Add \$3,800.00 to Step 12 for teachers who have completed 20 years of teaching service before the start of school year in the Lunenburg Public Schools
- 25 or more years: Add \$5,700.00 to Step 12 for teachers who have completed 25 years of teaching service before the start of school year in the Lunenburg Public Schools

Effective July 1, 2022, the longevity levels will be revised to reflect the addition of a new step 13:

- 15 to 19 years: Add \$1,900.00 to Step 13 for teachers who have completed 15 years of teaching service before the start of school year in the Lunenburg Public Schools
- 20 to 24 years: Add \$3,800.00 to Step 13 for teachers who have completed 20 years of teaching service before the start of school year in the Lunenburg Public Schools
- 25 or more years: Add \$5,700.00 to Step 13 for teachers who have completed 25 years of teaching service before the start of school year in the Lunenburg Public Schools

**H. NURSING COORDINATOR:**

The nursing coordinator position will be posted and appointed annually by the District. The nursing coordinator will perform duties as assigned by the Superintendent.

**I. SERVICE RECOGNITION PROGRAM:**

Effective July 1, 2021, the Service Recognition Program will be phased out. No new applications will be accepted. Bargaining unit member already enrolled in and receiving payments under this program, including the four (4) members accepted for this program for FY22, will continue receiving payments until such members have received their total \$15,000 payout. By the end of FY24, all payments anticipated or due under this program will be satisfied and the Service Recognition Program will be eliminated.

J. RETIREMENT INCENTIVE PROGRAM:

A teacher who upon retirement from the district after a minimum of twenty (20) years of service in Lunenburg has accumulated 100 sick days will be entitled to a one-time payment up to \$2,500.00 based on a daily amount of fifty dollars (\$50.00) per day for up to a maximum of 50 days, payable before June 30th.

1. The employee must provide the Superintendent's Office with a written notice of retirement one year prior to the intended date of retirement.
2. The employee may not use more than twelve (12) sick days in any one year of their final two (2) years. Exemptions from this requirement during the final two (2) years of service will be sick leave used due to documented hospitalization, surgery, or long-term illness of the employee or immediate family member (as defined in Article III, section B).

**ARTICLE XXI  
COURSE AND CONFERENCE REIMBURSEMENT**

A. COURSE REIMBURSEMENT:

The reimbursement total paid to all bargaining unit members in any fiscal year under this provision shall not exceed thirty thousand dollars (\$30,000.00). The fiscal year will be divided into two reimbursement periods with the total split into equal pools of fifteen thousand dollars \$15,000.

- Courses taken from July to December will be eligible for reimbursement in March (first pay period of the month). Deadline to submit reimbursement documentation to the Business Office for March reimbursement is January 15.
- Courses taken from January to June will be eligible for reimbursement in September (last pay period of the month). Deadline to submit reimbursement documentation to the Business Office for September reimbursement is July 15.
- Individuals who miss a submission deadline or submit late documentation will be eligible for and will have their request for reimbursement processed as part of the next cycle.

Any remaining money in the pool following the first round of reimbursements will be carried over to the second reimbursement period. In the event funds remain following the second round of payments, they will be made available to Bargaining Unit Members for additional course reimbursements. In the event requests exceed available pool funds, reimbursements will be apportioned to staff as equally as possible. Unexpended course reimbursement funds, not to exceed \$5,000.00 will be carried over to the following school year.

In-house courses offered at reduced costs of \$225.00 or less are not eligible for reimbursement; however, these courses will continue to be counted toward degree

status advancement. Individuals may elect to receive a Lunenburg credit for these courses which can be applied to degree status advancement solely in Lunenburg.

Each Bargaining Unit Member will be eligible to receive reimbursement for tuition and fees for courses completed with a passing grade of B or better at an accredited four year college and/or university up to a maximum of **nine** hundred dollars (\$900.00) per course, subject to the following conditions:

1. All courses must be approved in advance by the Superintendent of Schools or his/her designee and must support the teacher's primary teaching responsibility in Lunenburg.
2. A final grade report along with payment verification must be submitted to the Superintendent's office not later than January 15th to be eligible for the first round of reimbursements and not later than July 15th for the second round of reimbursements.
3. To qualify for reimbursement, Bargaining Unit Members must continue to be actively employed in the Lunenburg Public Schools during the school year following the completion of said courses. Should a bargaining unit member fail to return to the employ of the Lunenburg Public Schools full reimbursement of all funds awarded to that member must be made within thirty (30) days of the termination date.

**B. CONFERENCE REIMBURSEMENT:**

The reimbursement total paid to all bargaining unit members in any fiscal year under this provision shall not exceed sixteen thousand dollars (\$16,000.00). This pool will support both conference and substitute costs. The fiscal year will be divided into two reimbursement periods with the total split into equal pools of eight thousand dollars (\$8,000). All substitute fees for individuals attending conferences are to be paid from this pool. Conferences attended from July to December will be eligible for reimbursement in January (last pay of the month). Conferences attended from January to June will be eligible for reimbursement in September (last pay of the month). Any remaining money in the pool following the first round of reimbursements will be carried over to the second reimbursement period. In the event funds still remain following the second round of payments, they will be made available to Bargaining Unit Members for additional conference reimbursements.

Each Bargaining Unit Member will be eligible to receive reimbursement up to a maximum of two hundred dollars (\$200.00) per conference, subject to the following conditions:

1. All conferences must be approved in advance by the Superintendent of Schools or his/her designee and must support the teacher's primary teaching responsibility in Lunenburg.
2. Payment verification must be submitted to the Superintendent's office not later than December 30 of the current fiscal year to be eligible for the first

round of reimbursements and not later than July 30 for the second round of reimbursements.

3. Employees may also submit for approval, subject to the same conditions and limitations provided in this section for conferences, requests for reimbursement of dues paid by the employee for membership in content area professional organizations and societies.

C. CPI CERTIFICATION AND RE-CERTIFICATION

CPI Certification and Re-Certification will be offered during the school day for those required to have such certification as a condition of employment, and for those individuals designated by a building Principal to be part of a school's "crisis team."

**ARTICLE XXII  
EVALUATION**

Educator Evaluations shall be conducted in accordance with the instruments and procedures contained in *Professional Educator Standards of the Lunenburg Public Schools* which contains the procedures and instruments used to evaluate Educators. A standing joint sub-committee of Administrators appointed by the Superintendent and Educators appointed by the Association will meet at least annually for the purpose of updating the evaluation system during the term of this agreement. Recommendations of the joint sub-committee will be subject to approval by the School Committee and the Association membership, respectively

**ARTICLE XXIII  
DEPARTMENT HEAD AND BUILDING LEADERSHIP TEAM**

These assignments have been amended in their job responsibilities set by the administration for these assignments.

Department Head

- Department Chairs will meet prior to the start of the school year for a total of 6 hours, weekly (before or after school) with the building principal, and monthly (before or after school) with the building principal. Department Heads will have one class in their 5-block schedule to be used as release time for their Department Head duties. One of these release time blocks should be used for the weekly meeting with the building principal (if possible).
- Participation in Advisory will be required, if needed.

Building Leadership Team

- The building leadership team will meet the principal prior to the start of the school year or during the first week of school for a total of 6 hours, and twice a month (before or after school) for one hour from September through June, or once a month for two hours from September to June according to group consensus



annually. A schedule for meeting dates shall be set over the summer for inclusion on the district-wide calendar.

- The principal will have the discretion to select the members of the leadership team with the intention that the make-up of this group represents each grade level as well as special areas and special education. In the event a group is inadequately represented in a case where the principal has not selected an applicant who would represent that area, the Association or member may seek an appeal to the Superintendent, whose decision shall be final.

### **ARTICLE XXIII MANAGEMENT RIGHTS**

The Association affirms that the Committee is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts, and nothing in this agreement shall be deemed to derogate from, or impair, any power, right, or duty conferred upon the Committee by statute or any rule or regulation of any agency of the Commonwealth. As to every matter not specifically mentioned or not provided for in this agreement, the Committee retains all powers, rights and duties that it has by law and may exercise the same at its discretion, without any such exercise being made the subject of a grievance or arbitration proceeding hereunder.

### **ARTICLE XXIV DURATION**

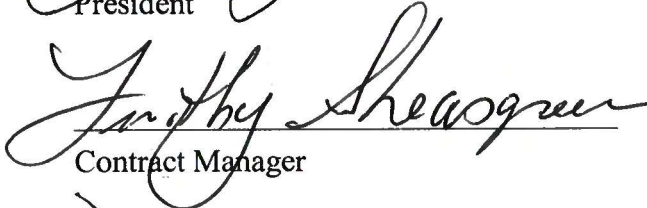
- A. This Contract shall continue in effect to and including June 30, 2024 and shall thereafter automatically renew itself for successive terms of one year each unless by the November 1st next prior to the year of expiration, either the Committee or the Association shall have given the other written notice of its desire to modify or terminate this Contract.
- B. As to every matter not specifically mentioned or provided for in this Agreement, the COMMITTEE has the powers and duties conferred upon it by law and may act upon the same without being subject to arbitration under this agreement provided, however, this article shall not be construed to mean that any employee who may be aggrieved by the exercise of any such power by the COMMITTEE shall be prevented from protesting and taking up such matter with any superior, including the SCHOOL COMMITTEE, with a view towards securing a modification or revocation of the action protested, further provided, however, that any decision thereafter made by the SCHOOL COMMITTEE which does not involve the interpretation or application of the agreement with respect to such matter shall be final.
- C. The contract may be reopened for negotiation provided the parties mutually agree and for the limited purpose of negotiating over Appendix B Athletic Salary Stipends, and/or Extra Curricular Salary Schedule and/or Appendix C Evaluation. The purpose of these negotiations will be to update the stipend list by adding or deleting outdated positions, increasing or decreasing the salaries of existing stipends, adding new stipends or modifying the evaluation.

IN WITNESS WHEREOF, the parties to this CONTRACT have caused these present to be executed by their agents hereunto duly authorized, and their seal to be affixed hereto, as of the date first above written:

Signatures on file at the Office of the Superintendent.

LUNENBURG EDUCATION  
ASSOCIATION:

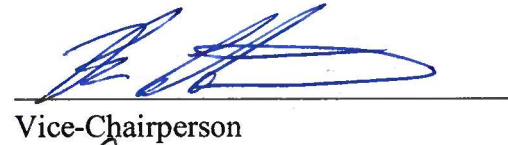
  
\_\_\_\_\_  
President

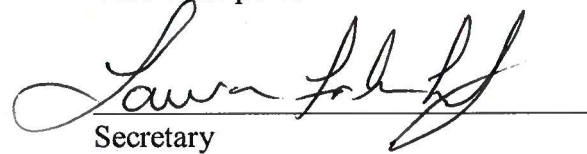
  
\_\_\_\_\_  
Contract Manager

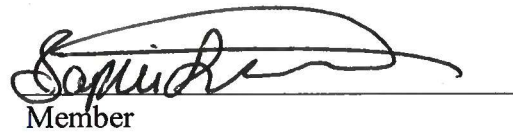
  
\_\_\_\_\_  
Secretary

LUNENBURG SCHOOL  
COMMITTEE:

  
\_\_\_\_\_  
Chairperson

  
\_\_\_\_\_  
Vice-Chairperson

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Date signed: 09/01/2021

Appendix A

LUNENBURG PUBLIC SCHOOLS

PERSONAL LEAVE REQUEST

Name: \_\_\_\_\_

School: \_\_\_\_\_

Date Submitted to Principal<sup>1</sup> : \_\_\_\_\_

Approved Date by Principal: \_\_\_\_\_

Date(s) of Requested Leave<sup>2</sup> : \_\_\_\_\_

I am requesting personal leave on the above date(s) for the purpose of attending to personal or family business, which cannot be conducted outside of school hours<sup>3</sup>

\_\_\_\_\_  
Employee Signature

The above leave is approved as having been requested in accordance with the terms of the Collective Bargaining Agreement in effect between the Lunenburg Education Association.

\_\_\_\_\_  
Principal's Signature

<sup>1</sup> Requests for personal days must be received in writing at least 48 hours in advance of the date the leave is to be taken. If the employee wishes to use a personal day for personal illness or illness in the immediate family or emergency, the requirements for 48 hours notice will be waived.

<sup>2</sup> Personal days will not be granted generally during the first five days of the school year, during the last five days of the school year, or immediately preceding or following school vacation periods or holidays.

<sup>3</sup> An employee may not be required to provide a more detailed statement of reasons when requesting personal leave.

**Appendix B  
Salary Schedules**

**2020-2021 (92<sup>nd</sup> day)**

<b>Step</b>	<b>Bachelor</b>	<b>B+15</b>	<b>B+30</b>	<b>Masters</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>M+60</b>	<b>M+75</b>	<b>Doctorate</b>
1	47,157	49,578	51,998	54,420	56,840	59,259	61,679	64,099	66,519	68,941
2	49,173	51,595	54,013	56,435	58,855	61,275	63,695	66,116	68,398	70,956
3	51,191	53,610	56,032	58,452	60,872	63,291	65,712	68,131	70,553	72,973
4	53,210	55,631	58,048	60,467	62,888	65,307	67,728	70,149	72,569	74,989
5	55,224	57,646	60,064	62,485	64,905	67,325	69,746	72,166	74,585	77,008
6	57,242	59,663	62,083	64,503	66,921	69,341	71,765	74,183	76,601	79,023
7	59,259	61,679	64,099	66,519	68,941	71,357	73,779	76,199	78,618	81,038
8	61,275	63,695	66,116	68,534	70,956	73,376	75,794	78,216	80,637	83,055
9	63,231	65,712	68,131	70,553	72,973	75,395	77,813	80,233	82,654	85,073
10	65,307	67,728	70,149	72,569	74,989	77,409	79,829	82,250	84,668	87,090
11	67,325	69,746	72,166	74,585	77,008	79,426	81,845	84,267	86,687	89,105
12	71,565	73,999	76,429	78,861	81,296	83,726	86,158	88,591	91,023	93,454

**Appendix B  
Salary Schedules**

**2021-2022 2.5%**

<b>Step</b>	<b>Bachelor</b>	<b>B+15</b>	<b>B+30</b>	<b>Masters</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>M+60</b>	<b>M+75</b>	<b>Doctorate</b>
1	48,336	50,817	53,298	55,781	58,261	60,740	63,221	65,701	68,182	70,665
2	50,403	52,885	55,363	57,845	60,326	62,807	65,287	67,769	70,108	72,730
3	52,471	54,950	57,432	59,913	62,394	64,873	67,355	69,834	72,317	74,798
4	54,541	57,022	59,499	61,979	64,460	66,940	69,421	71,903	74,384	76,864
5	56,604	59,087	61,566	64,047	66,528	69,008	71,490	73,970	76,450	78,933
6	58,673	61,154	63,635	66,116	68,594	71,075	73,559	76,038	78,516	80,998
7	60,740	63,221	65,701	68,182	70,665	73,141	75,623	78,104	80,583	83,064
8	62,807	65,287	67,769	70,248	72,730	75,211	77,689	80,171	82,653	85,131
9	64,873	67,355	69,834	72,317	74,798	77,280	79,758	82,239	84,720	87,200
10	66,940	69,421	71,903	74,384	76,864	79,344	81,825	84,306	86,785	89,267
11	69,008	71,490	73,970	76,450	78,933	81,411	83,891	86,374	88,854	91,333
12	73,354	75,848	78,340	80,833	83,328	85,819	88,312	90,806	93,298	95,791

**Appendix B  
Salary Schedule**

**2022-2023 1.5%**

<b>Step</b>	<b>Bachelor</b>	<b>B+15</b>	<b>B+30</b>	<b>Masters</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>M+60</b>	<b>M+75</b>	<b>Doctorate</b>
1	49,061	51,580	54,097	56,617	59,135	61,651	64,169	66,687	69,205	71,724
2	51,159	53,678	56,194	58,713	61,231	63,749	66,267	68,785	71,160	73,821
3	53,258	55,775	58,294	60,812	63,330	65,846	68,365	70,882	73,401	75,920
4	55,359	57,877	60,392	62,909	65,427	67,944	70,462	72,981	75,499	78,017
5	57,453	59,973	62,489	65,008	67,526	70,043	72,562	75,080	77,596	80,117
6	59,553	62,072	64,590	67,108	69,623	72,141	74,662	77,178	79,694	82,213
7	61,651	64,169	66,687	69,205	71,724	74,238	76,758	79,276	81,792	84,310
8	63,749	66,267	68,785	71,301	73,821	76,339	78,854	81,374	83,893	86,408
9	65,846	68,365	70,882	73,401	75,920	78,439	80,955	83,472	85,991	88,508
10	67,944	70,462	72,981	75,499	78,017	80,534	83,053	85,571	88,087	90,606
11	70,043	72,562	75,080	77,596	80,117	82,632	85,149	87,669	90,187	92,703
12	74,454	76,986	79,515	82,045	84,578	87,106	89,636	92,168	94,698	97,227
13	75,454	77,986	80,515	83,045	85,578	88,106	90,636	93,168	95,698	98,227

**Appendix B  
Salary Schedules**

**2023-2024 1%**

<b>Step</b>	<b>Bachelor</b>	<b>B+15</b>	<b>B+30</b>	<b>Masters</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>M+60</b>	<b>M+75</b>	<b>Doctorate</b>
1	49,551	52,096	54,638	57,183	59,726	62,268	64,811	67,353	69,897	72,442
2	51,670	54,215	56,756	59,300	61,843	64,387	66,929	69,473	71,871	74,559
3	53,790	56,332	58,877	61,420	63,963	66,505	69,049	71,591	74,135	76,679
4	55,912	58,456	60,996	63,538	66,081	68,623	71,167	73,711	76,254	78,797
5	58,028	60,573	63,114	65,658	68,201	70,743	73,288	75,830	78,372	80,919
6	60,149	62,692	65,236	67,779	70,319	72,862	75,409	77,950	80,491	83,035
7	62,268	64,811	67,353	69,897	72,442	74,980	77,525	80,069	82,610	85,153
8	64,387	66,929	69,473	72,014	74,559	77,102	79,643	82,188	84,732	87,272
9	66,505	69,049	71,591	74,135	76,679	79,223	81,764	84,307	86,851	89,393
10	68,623	71,167	73,711	76,254	78,797	81,340	83,883	86,426	88,968	91,512
11	70,743	73,288	75,830	78,372	80,919	83,459	86,001	88,546	91,089	93,630
12	75,199	77,756	80,310	82,866	85,424	87,977	90,533	93,090	95,645	98,200
13	79,709	79,266	81,820	84,376	86,934	89,487	92,043	94,600	97,155	99,710

**Appendix B  
Salary Schedules**

**2023-2024 1% June 30, 2024**

<b>Step</b>	<b>Bachelor</b>	<b>B+15</b>	<b>B+30</b>	<b>Masters</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>M+60</b>	<b>M+75</b>	<b>Doctorate</b>
1	49,551	52,096	54,638	57,183	59,726	62,268	64,811	67,353	69,897	72,442
2	51,670	54,215	56,756	59,300	61,843	64,387	66,929	69,473	71,871	74,559
3	53,790	56,332	58,877	61,420	63,963	66,505	69,049	71,591	74,135	76,679
4	55,912	58,456	60,996	63,538	66,081	68,623	71,167	73,711	76,254	78,797
5	58,028	60,573	63,114	65,658	68,201	70,743	73,288	75,830	78,372	80,919
6	60,149	62,692	65,236	67,779	70,319	72,862	75,409	77,950	80,491	83,035
7	62,268	64,811	67,353	69,897	72,442	74,980	77,525	80,069	82,610	85,153
8	64,387	66,929	69,473	72,014	74,559	77,102	79,643	82,188	84,732	87,272
9	66,505	69,049	71,591	74,135	76,679	79,223	81,764	84,307	86,851	89,393
10	68,623	71,167	73,711	76,254	78,797	81,340	83,883	86,426	88,968	91,512
11	70,743	73,288	75,830	78,372	80,919	83,459	86,001	88,546	91,089	93,630
12	75,199	77,756	80,310	82,866	85,424	87,977	90,533	93,090	95,645	98,200
13	76,959	79,516	82,070	84,626	87,184	89,737	92,293	94,850	97,405	99,960