



Contract

between the

Lunenburg Education Association

And

The Lunenburg School Committee

July 1, 2024—June 30, 2027



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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, 2024 through June 30, 2027

- 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 their 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. In the event of the death of a spouse or child, ten (10) bereavement days will be granted. (Revised 24-27)

2. 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.
3. 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.
4. In the event of death of other close relatives, one (1) day will be granted.
5. In the event of the death of other close relative, two (2) additional days may be granted by the Superintendent if travel in excess of 120 miles is required.(Revised 24-27)

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 (Revised 24-27)

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. In addition to applicable state and federal law, parental leave (birth, non-birth, and adoption) employees shall be granted twenty (20) days of paid leave. Employees may supplement these twenty (20) days with forty (40) days of accrued (sick, personal) time. (Added 24-27)
2. a. Employees seeking parental leave shall provide written notification to the school district within sixty (60) calendar days before the start of the leave. Employees may take a year leave of absence at their discretion. That year shall include the twenty (20) days of paid leave, and may be supplemented with up to forty (40) days of accrued leave. All other time shall be unpaid. Any employee availing themselves of this benefit must pay the employee portion of the health insurance premium.
b. For employees electing to take a year leave, the leave shall occur in the semester in which the child arrives plus the following semester. For members electing to take a year leave and whose arrives in June, July or August, leave shall occur the next fall and spring semesters. (Added 24-27)
- 4 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 their own accrued unused sick leave in order to be paid for part of the leave. (Revised 24-27)

- c. 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.
- 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.
- F. Candidate interviews shall be conducted for the following stipended positions: dean of students, building leadership team, department head, nursing coordinator, curriculum coordinators, and mentor coordinator.

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 1st. 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. Building leadership, administrators and LEA building representatives, will work together to create a mutually agreeable duty schedule. Non-teaching duties shall include: morning and afternoon bus, arrival and dismissal (classroom and hall), drop-off and dismissal, recess, lunch, study hall and advisory/homeroom. (Revised 24-27)

**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 start of a school year, become eligible for membership in the Sick Leave Bank. Membership in the bank is mandatory and upon accrual of required days, members will automatically contribute two (2) sick days initially and one (1) sick day each succeeding year until each member has contributed five (5) days. Members will be able to request to draw from the bank upon completion of the first contribution of two (2) days. (Revised 24-27)

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 midpoint 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 Payroll and Benefits person 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 a receipt 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
31. BCBA (added 24-27 - was included prior, but not on list)

- 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 do 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 shall allow the LEA President and Contract Manager to not be assigned duties in order to respond to emails and phone calls, and to communicate or meet with union membership. (Revised 24-27)

**ARTICLE XX
SALARIES**

A. For the duration of the July 1, 2024 to June 30, 2027 Agreement, the salary scale in effect on June 30, 2024 shall be amended as follows:

1. Salary Schedules for 2025-2027 (Teachers, Nurses, Athletics & Stipends).
 - a. FY25: Appendix B, 2.5% adjustment to salary schedule Apply 2.5% adjustment to Athletic and Extra Curricular Salary Schedule
 - b. FY26: Appendix B, 4% adjustment to salary schedule Apply 4% adjustment to Athletic and Extra Curricular Salary Schedule
 - c. FY27: Appendix B, 3.5% adjustment to salary schedule Apply 3.5% adjustment to Athletic and Extra Curricular Salary Schedule
2. 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.
3. Effective July 1, 2023, the flat dollar amount of \$500 will be added to step 13 (after the COLA has been applied).
4. Effective June 30, 2024, the flat dollar amount of \$250 will be added to step 13.
5. Step increases and lane changes shall be honored in accordance with the terms of the agreement.
6. 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 1/183rd 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. Unless otherwise negotiated, stipends and coaches' salaries shall receive the agreed upon COLA increase applied to the salary schedules in section A of this Article. (Revised 24-27)

E. Salaries for after school activities, extracurricular activities and department heads and other co-curricular work are contained in this contract.

F. 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 at the rate of 4%. (Revised 24-27)

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 \$8,500 based on a daily amount of eighty-five dollars (\$85.00) per day for up to a maximum of 100 days, payable before June 30th. (Revised 24-27)

1. The employee must provide the Superintendent's Office with a written notice of retirement by December 15th in the school 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).
- K.
1. National Board Certified Nurses will advance on the salary grid to "Masters". (Added 24-27)
 2. Educators with a CAGS, second Masters, or nurses with Masters and Board Certification will be placed at MA+45. (Added 24-27)

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. 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. 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. The document Professional Educator Standard of the Lunenburg Public Schools is hereby incorporated into this document as Appendix C.

**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 XXIV
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 XXV
DURATION**

- A. This Contract shall continue in effect from July 1, 2024 up to and including June 30, 2027 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. Any member of the collective bargaining unit may request the creation of a stipended position. Such a request shall be made before January 1st. Requests shall include:

1. A Statement of purpose for the position
2. An estimate of student participation or student benefit
3. Suggested Stipend Tier with justification.

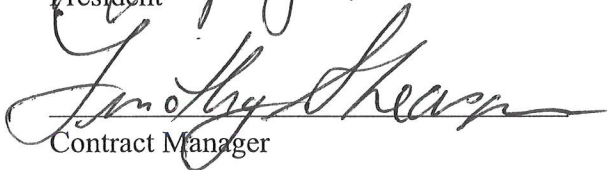
IN WITNESS WHEREOF, the parties to this CONTRACT have caused these present to be executed by their agents hereunto duly authorized, and their seal to be affixed hereto, as of the date first above written:

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: _____

Appendix A
Lunenburg Public Schools
Personal Leave Request

Date filling out form: _____

Name: _____

School: _____

Date and Day of Week of Requested Leave:¹

Date: _____ **Day of Week:** _____

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 hours².

Employee signature: _____

Date submitted to administrator: _____

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

Approval date by administrator: _____

Administrator signature: _____

Superintendent Signature*: _____

* Superintendent signature will be required when a request is 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. This form will be forwarded from the building administrator to the Superintendent's Office to review for approval.

¹ 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.

² An employee may not be required to provide a more detailed statement of reasons when requesting personal leave, except in the case of requesting a restricted day from the Superintendent.

Appendix B
Salary Schedules

FY 25 Salary 2.5 % COLA										
Steps	Bach	B+15	B+30	Masters	M+15	M+30	M+45	M+60	M+75	Doctorate
1	50,790	53,398	56,004	58,613	61,219	63,825	66,431	69,037	71,644	74,253
2	52,962	55,570	58,175	60,783	63,389	65,997	68,602	71,210	73,668	76,423
3	55,135	57,740	60,349	62,956	65,562	68,168	70,775	73,381	75,988	78,596
4	57,310	59,917	62,521	65,126	67,733	70,339	72,946	75,554	78,160	80,767
5	59,479	62,087	64,692	67,299	69,906	72,512	75,120	77,726	80,331	82,942
6	61,653	64,259	66,867	69,473	72,077	74,684	77,294	79,899	82,503	85,111
7	63,825	66,431	69,037	71,644	74,253	76,855	79,463	82,071	84,675	87,282
8	65,997	68,602	71,210	73,814	76,423	79,030	81,634	84,243	86,850	89,454
9	68,168	70,775	73,381	75,988	78,596	81,204	83,808	86,415	89,022	91,628
10	70,339	72,946	75,554	78,160	80,767	83,374	85,980	88,587	91,192	93,800
11	72,512	75,120	77,726	80,331	82,942	85,545	88,151	90,760	93,366	95,971
12	77,079	79,700	82,318	84,938	87,560	90,176	92,796	95,417	98,036	100,655
13	78,883	81,504	84,122	86,742	89,364	91,980	94,600	97,221	99,840	102,459
FY 26 Salary 4.0% COLA										
Steps	Bach	B+15	B+30	Masters	M+15	M+30	M+45	M+60	M+75	Doctorate
1	52,822	55,534	58,244	60,958	63,668	66,378	69,088	71,798	74,510	77,223
2	55,080	57,793	60,502	63,214	65,925	68,637	71,346	74,058	76,615	79,480
3	57,340	60,050	62,763	65,474	68,184	70,895	73,606	76,316	79,028	81,740
4	59,602	62,314	65,022	67,731	70,442	73,153	75,864	78,576	81,286	83,998
5	61,858	64,570	67,280	69,991	72,702	75,412	78,125	80,835	83,544	86,260
6	64,119	66,829	69,542	72,252	74,960	77,671	80,386	83,095	85,803	88,515
7	66,378	69,088	71,798	74,510	77,223	79,929	82,642	85,354	88,062	90,773
8	68,637	71,346	74,058	76,767	79,480	82,191	84,899	87,613	90,324	93,032
9	70,895	73,606	76,316	79,028	81,740	84,452	87,160	89,872	92,583	95,293
10	73,153	75,864	78,576	81,286	83,998	86,709	89,419	92,130	94,840	97,552
11	75,412	78,125	80,835	83,544	86,260	88,967	91,677	94,390	97,101	99,810
12	80,162	82,888	85,611	88,336	91,062	93,783	96,508	99,234	101,957	104,681
13	82,038	84,764	87,487	90,212	92,939	95,659	98,384	101,110	103,834	106,557
FY 27 Salary 3.5% COLA										
Steps	Bach	B+15	B+30	Masters	M+15	M+30	M+45	M+60	M+75	Doctorate
1	54,671	57,478	60,283	63,092	65,896	68,701	71,506	74,311	77,118	79,926
2	57,008	59,816	62,620	65,426	68,232	71,039	73,843	76,650	79,297	82,262
3	59,347	62,152	64,960	67,766	70,570	73,376	76,182	78,987	81,794	84,601
4	61,688	64,495	67,298	70,102	72,907	75,713	78,519	81,326	84,131	86,938
5	64,023	66,830	69,635	72,441	75,247	78,051	80,859	83,664	86,468	89,279

6	66,363	69,168	71,976	74,781	77,584	80,389	83,200	86,003	88,806	91,613
7	68,701	71,506	74,311	77,118	79,926	82,727	85,534	88,341	91,144	93,950
8	71,039	73,843	76,650	79,454	82,262	85,068	87,870	90,679	93,485	96,288
9	73,376	76,182	78,987	81,794	84,601	87,408	90,211	93,018	95,823	98,628
10	75,713	78,519	81,326	84,131	86,938	89,744	92,549	95,355	98,159	100,966
11	78,051	80,859	83,664	86,468	89,279	92,081	94,886	97,694	100,500	103,303
12	82,968	85,789	88,607	91,428	94,249	97,065	99,886	102,707	105,525	108,345
13	84,909	87,731	90,549	93,369	96,192	99,007	101,827	104,649	107,468	110,286

APPENDIX C
EVALUATION

1) Purpose of Educator Evaluation

A) This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.

B) The regulatory purposes of evaluation are:

i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);

ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);

iii) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and

iv) To assure effective teaching and administrative leadership, 35.01(3).

2) Definitions (* indicates definition is generally based on 603 CMR 35.02)

A) *Artifacts of Professional Practice: Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.

B) Caseload Educator: Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.

C) Classroom teacher: Educators who teach preK-12 whole classes, and teachers of special subjects such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.

D) Categories of Evidence: Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of at least ten (10) minutes; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).

E) *Educator(s): Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.

F) *Educator Plan: The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:

i) Developing Educator Plan shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.

ii) Self-Directed Growth Plan shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.

iii) Directed Growth Plan shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.

iv) Improvement Plan shall mean a plan developed by the Evaluator of at least 45 school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.

G) *ESE: The Massachusetts Department of Elementary and Secondary Education.

H) *Evaluation: The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").

I) *Evaluator: Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.

i) Primary Evaluator shall be the person who determines the Educator's performance ratings and evaluation.

ii) Supervising Evaluator shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her

designee.

iii) Teaching Staff Assigned to More Than One Building: Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.

iv) Notification: The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.

J) Evaluation Cycle: A five-component process that all Educators follow consisting of 1) Self Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.

K) *Experienced Educator: An educator with Professional Teacher Status (PTS).

M) *Family: Includes students' parents, legal guardians, foster parents, or primary caregivers.

L) *Formative Assessment: The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.

M) *Formative Evaluation: An evaluation conducted at the end of Year 1 for an Educator on a 2- year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.

N) *Goal: A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.

O) *Measurable: That which can be classified or estimated in relation to a scale, rubric, or standards.

P) Multiple Measures of Student Learning: Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon

issuance of ESE guidance expected by July 2012.

Q) *Observation: A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of at least ten (10) minutes by the Evaluator and may include examination of artifacts of practice including student work. An observation will occur in person. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.

R) Parties: The parties to this agreement are the local school committee and the employee organization that represents the Educators covered by this agreement for purposes of collective bargaining (“Employee Organization/Association”).

S) *Performance Rating: Describes the Educator’s performance on each performance standard and overall. There shall be four performance ratings:

§ Exemplary: the Educator’s performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.

§ Proficient: the Educator’s performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.

§ Needs Improvement: the Educator’s performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.

§ Unsatisfactory: the Educator’s performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator’s performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.

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

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

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

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

i) Standard 1: Curriculum, Planning and Assessment

ii) Standard 2: Teaching All Students

iii) Standard 3: Family and Community Engagement

iv) Standard 4: Professional Culture

v) Attainment of Professional Practice Goal(s)

vi) Attainment of Student Learning Goal(s)

X) *Rubric: A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:

i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03

ii) Indicators: Describes aspects of each standard, including those required in 603

CMR 35.03 iii) Elements: Defines the individual components under each indicator

iv) Descriptors: Describes practice at four levels of performance for each element

Y) *Summative Evaluation: An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.

Z) *Superintendent: The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.

AA) *Teacher: An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as

provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.

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

3) Evidence Used In Evaluation The following categories of evidence shall be used in evaluating each Educator:

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

i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;

ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.

iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.

iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.

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

i) Unannounced observations of practice of at least ten (10) minutes.

ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.

iii) Examination of Educator work products.

iv) Examination of student work samples.

C) Evidence relevant to one or more Performance Standards, including but not

limited to: i) Evidence compiled and presented by the Educator, including:

- (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
- (b) Evidence of active outreach to and engagement with families;
- ii) Evidence of progress towards professional practice goal(s);
- iii) Evidence of progress toward student learning outcomes goal(s).
- iv) Student and Staff Feedback – see # 23-24, below; and
- v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4) Rubric

The rubrics are a scoring tool used for the Educator’s self-assessment, the formative assessment, the formative evaluation and the summative evaluation .

5) Evaluation Cycle: Training

A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.

B) By November 1st of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE.

6) Evaluation Cycle: Annual Orientation

A) At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:

- i) Provide an overview of the evaluation process, including goal setting and the educator plans.
- ii) Provide all Educators with directions for obtaining a copy of the forms used by the

district. These may be electronically provided.

iii) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.

7) Evaluation Cycle: Self-Assessment

A) Completing the Self-Assessment

i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment (see evaluation timeline) or within four weeks of the start of their employment at the school.

ii) The self-assessment includes:

(a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.

(b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.

(c) Proposed goals to pursue:

(1st) At least one goal directly related to improving the Educator's own professional practice. (2nd) At least one goal directed related to improving student learning.

B) Proposing the goals

i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.

ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator (see evaluation timeline or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.

iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.

iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.

v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

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

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

B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.

C) Educator Plan Development Meetings shall be conducted as follows:

i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle (see evaluation timeline) or at the start of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.

ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan (see evaluation timeline) or within six weeks of the start of their assignment in that school.

iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.

D) The Evaluator completes the Educator Plan (see evaluation timeline). The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

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

A) In the first year of practice or first year assigned to a school:

- i) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
- ii) The Educator shall have at least four unannounced observations during the school year.

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

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

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

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

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

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

11) Observations

The Evaluator's first observation of the Educator should take place by November (see evaluation timeline for date). Observations required by the Educator Plan should be completed by May (see evaluation timeline for date). The Evaluator may conduct additional observations after this date.

The Evaluator is not required nor expected to review all the indicators in a rubric during an observation.

A) Unannounced Observations

i) Unannounced observations may be in the form of partial or full-period classroom visitations, Instructional Rounds, Walkthroughs, Learning Walks, or any other means deemed useful by the Evaluator, principal, superintendent or other administrator.

ii) The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator's mailbox or mailed to the

Educator's home.

iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

B) Announced Observations

i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and PTS educators during the year of formative assessment at the discretion of the evaluator shall have at least one Announced Observation.

(a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.

(b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance

(1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.

(2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practicable.

(c) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.

(d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:

(1st) Describe the basis for the Evaluator's judgment.

(2nd) Describe actions the Educator should take to improve his/her

performance. (3rd) Identify support and/or resources the Educator may use in

his/her improvement. (4th) State that the Educator is responsible for

addressing the need for improvement.

12) Evaluation Cycle: Formative Assessment

A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.

B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. For an Educator on a two year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.

C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both

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

E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.

F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face to-face, by email or to the Educator's school mailbox or home.

G) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.

H) The Educator shall sign the Formative Assessment report within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan in a face-to-face conference with the educator

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

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

A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.

B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.

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

D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face to-face, by email or to the Educator's school mailbox or home.

E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.

F) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.

G) The Educator shall sign the Formative Evaluation report within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.

I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different

Educator Plan, appropriate to the new rating.

14) Evaluation Cycle: Summative Evaluation

A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by June (see evaluation timeline for date).

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

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

D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.

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

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

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

H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.

I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than June (see evaluation timeline for date).

J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June

(see evaluation timeline).

K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting, the meeting shall occur by June (see evaluation timeline).

L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.

M) The Educator shall sign the final Summative Evaluation report by (see evaluation timeline). The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.

O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15) Educator Plans – General

A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.

B) The Educator Plan shall include, but is not limited to:

i) At least one goal related to improvement of practice tied to one or more Performance Standards;

ii) At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;

iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.

C) It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

16) Educator Plans: Developing Educator Plan

A) The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments.

B) The Educator shall be evaluated at least annually.

17) Educator Plans: Self-Directed Growth Plan

A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.

B) A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

18) Educator Plans: Directed Growth Plan

A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.

B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.

C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June 10th .

D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.

E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

19) Educator Plans: Improvement Plan

A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.

B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 45 school days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near

the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.

C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.

D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.

E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.

F) The Improvement Plan process shall include:

i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.

ii) The Educator may request that a representative of the Employee Organization/Association attend the meeting(s).

iii) If the Educator consents, the Employee Organization/Association will be informed that an Educator has been placed on an Improvement Plan.

G) The Improvement Plan shall:

i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;

ii) Describe the activities and work products the Educator must complete as a means of improving performance;

iii) Describe the assistance that the district will make available to the Educator; iv)

Articulate the measurable outcomes that will be accepted as evidence of improvement;

v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and

indicator(s);

vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,

vii) Include the signatures of the Educator and Supervising Evaluator.

H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

I) Decision on the Educator's status at the conclusion of the Improvement Plan.

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

(a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.

(b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.

(c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

(d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

20. Timelines - Shown at the end of Appendix C

21. Career Advancement

A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approval by the superintendent.

B) In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.

C) Educators with PTS whose summative performance rating is exemplary and, after 2013-14 whose impact on student learning is rated moderate or high, shall be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

22. Rating Impact on Student Learning Growth

ESE will provide model contract language and guidance on rating educator impact on student learning growth based on state and district-determined measures of student learning by July 15, 2012. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter.

23. Using Student feedback in Educator Evaluation

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

24. Using Staff feedback in Educator Evaluation

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

25. Transition from Existing Evaluation System

A) The parties may agree that 50% or more of Educators in the district will be evaluated under the new procedures at the outset of this Agreement, and 50% or fewer will be evaluated under the former evaluation procedures for the first year of implementation of the new procedures in this Agreement.

B) The parties shall agree on a process for identifying the Educator Plan that each Educator will be placed on during the Educator's first year being evaluated under the new procedures, providing that Educators who have received ratings of unsatisfactory or its equivalent in the prior year will be placed on Self-Directed Growth or Improvement Plans at the sole discretion of the Superintendent.

C) The parties agree that to address the workload issue of Evaluators, during the first evaluation cycle under this Agreement in every school or department, the names of the Educators who are being placed on Self-directed Growth Plans shall be literally or figuratively "put into a hat." The first fifty (50) percent drawn shall be on a 1-year Self-directed Growth Plan and the second fifty (50) percent shall be on a 2-year Plan.

C) The existing evaluation system will remain in effect until the provisions set forth in

this Article are implemented. The relevant timeframe for adopting and implementing new systems is set forth in 603 CMR 35.11(1).

26. General Provisions

- A) Only Educators who are licensed may serve as primary evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator’s performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator’s ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall ensure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator’s supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator’s supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- D) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.
- E) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance.

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EVALUATION TIMELINE: Non-Professional Teacher Status	COMPLETED BY:
Superintendent, principal or designee meets with evaluators and educators to explain the evaluation process	September 15

Evaluator and/or mentor meets with Non-PTS educators to assist in self assessment and goal setting process. Goals must include data that can be collected prior to April 28	September 30 - October 16
Educator submits self-assessment and proposed goals (MA DESE 1; 2A goal form)	October 16
Evaluator meets with educators in teams or individually to establish educator plans. Educator plan may have been established at summative evaluation report meeting in the previous school year (MA-DESE 2B plan form)	October 16- Nov 3
Educator submits plans incorporating any feedback (MA-DESE 2B plan form)	November 3
Evaluator approves educator plans	November 13
Evaluator should complete first observation of each educator (unannounced observation form)	November 17
Educators in their first 3 years in the district will meet with their evaluator and if desired, their mentor, at the mid-way point of the school year. A targeted conversation/sharing of work around power standards will take place at this meeting. This meeting, its notes and observations will serve as the basis for the formative assessment.	December 18 - January 12
Evaluator should complete mid-cycle formative assessment reports for educators on one-year plans. (MA-DESE 4A Formative Assessment Report)	February 9
Evaluator holds formative assessments meetings if requested by either evaluator or educator	February 16
Educator, after review with their mentor, submits final evidence on all goals and priority elements. (Artifact Cover Page I, II, III, IV; goals forms)	April 29 (except for SLG which will be due on May 31)
Evaluator completed summative evaluation report. (MA-DESE 5 Summative evaluation report)	June 4 (or five days prior to last day of school)
Evaluator meets with educators whose overall summative evaluation ratings are needs improvement or are unsatisfactory	June 4-11
Evaluator meets with educators whose ratings are proficient or exemplary at request of evaluator or educator	June 4-11
Educator signs summative evaluation report and adds response, if any, within 5 school days of receipt	Last day of school

<p style="text-align: center;">EVALUATION TIMELINE: Professional Teacher Status on 1 year plan</p>	<p style="text-align: center;">COMPLETED BY:</p>
<p>Superintendent, principal or designee meets with evaluators and educators to explain the evaluation process</p>	<p style="text-align: center;">September 15</p>
<p>Evaluator meets with the educator to assist in the self-assessment and goal setting process. Goals must include data that can be collected prior to April 28.</p>	<p style="text-align: center;">September 30 - October 16</p>
<p>Educator submits self-assessment and proposed goals. (MA-DESE 1; 2A goal form) *If choosing a different goal from the suggested district-wide goal it will need to be submitted by November 1 to allow meeting/discussion with evaluator if needed*</p>	<p style="text-align: center;">October 16</p>
<p>Evaluator meets with educators in teams or individually to establish educator plans. Educator plan may have been established at a summative evaluation report meeting in the previous school year. (MA-DESE 2B plan form)</p>	<p style="text-align: center;">October 16 - November 3</p>
<p>Educator submits plans incorporating any feedback. (MA-DESE 2B plan form)</p>	<p style="text-align: center;">November 3</p>
<p>Evaluator approves educator plans.</p>	<p style="text-align: center;">November 13</p>
<p>Evaluator should complete the first observation of each educator. (unannounced observation form)</p>	<p style="text-align: center;">November 17</p>
<p>Educators who are on a one-year directed growth/improvement plan, after review with their mentors if applicable, submits mid-cycle evidence on all goals and priority elements. Educators who are on a one-year plan not due to a directed growth/need for improvement (i.e. significant role change), engage in a targeted conversation/sharing of work around goals/power standards with the evaluator. This meeting, its notes and observations will serve as the basis for the formative assessment.</p>	<p style="text-align: center;">December 18 - January 12</p>
<p>Evaluators should complete mid-cycle formative assessment reports for educators on one-year plans. (MA-DESE 4A formative assessment report)</p>	<p style="text-align: center;">February 9</p>
<p>Evaluator holds formative assessments meetings if requested by either evaluator or educator</p>	<p style="text-align: center;">February 16</p>
<p>Educator submits final evidence on all goals and priority elements. (Artifact Cover Page I, II, III, IV; goals forms)</p>	<p style="text-align: center;">April 29 (except for SLG which will be due on May 31)</p>
<p>Evaluator completed summative evaluation report. (MA-DESE 5)</p>	<p style="text-align: center;">June 4</p>
<p>Evaluator meets with educators whose overall summative evaluation ratings are needs improvement or are unsatisfactory</p>	<p style="text-align: center;">June 4-11</p>

Evaluator meets with educators whose ratings are proficient or exemplary at request of evaluator or educator	June 4-11
Educator signs summative evaluation report and adds response, if any, within 5 school days of receipt	Last day of school

EVALUATION TIMELINE: Professional Teacher Status with 2 year plans (FORMATIVE - year 1)	COMPLETED BY:
Superintendent, principal or designee meets with evaluators and educators to explain the evaluation process	September 15
Educator submits self-assessment and proposed goals (MA DESE 1; 2A goal form)	October 16
Evaluator meets with educators in teams or individually to discuss goals and support educator plans	October 16 - November 3
Educator complete educator plans (MA-DESE 2B plan form)	November 13
Evaluator complete unannounced observation(s)	Any time during the 2-year evaluation cycle
Educators completing formative evaluations (end of year 1) submit work on goals and priority elements to be agreed upon by the educator and evaluator. (Artifact Cover Page I,II,III,IV; goals forms)	May 10 (except for SLG which will be due on May 31)
Evaluator completes formative evaluation report (MA-DESE 4B)	5 days prior to the last day of the school year
Evaluator conducts formative evaluation meeting, if any	By last day of the school year
Educator signs formative evaluation report and adds response, if any, within 5 school days of receipt	By last day of school year

<p style="text-align: center;">EVALUATION TIMELINE: Professional Teacher Status with 2 year plans (SUMMATIVE - year 2)</p>	<p style="text-align: center;">COMPLETED BY:</p>
<p>Superintendent, principal or designee meets with evaluators and educators to explain the evaluation process</p>	<p style="text-align: center;">September 15</p>
<p>Educator submits self-assessment (MA-DESE 1) If educator goals remains the same as in year 1, write "same goal" in MA-DESE 2A form If educator goal has changed from year 1, complete full MA-DESE 2A form</p>	<p style="text-align: center;">October 16</p>
<p>Evaluator meets with educators in teams or individually to discuss and support educator plans</p>	<p style="text-align: center;">October 16 - November 3</p>
<p>Educator complete educator plans (MA-DESE 2B)</p>	<p style="text-align: center;">November 13</p>
<p>Evaluator complete unannounced observation(s)</p>	<p style="text-align: center;">Any time during the 2-year evaluation cycle</p>
<p>Educators completing summative evaluations submit work pertaining to all goals and priority elements (Artifact Cover Page I,II,III,IV; goals forms)</p>	<p style="text-align: center;">April 29 (except for SLG which will be due on May 31)</p>
<p>Evaluator completes summative evaluation report (MA-DESE 5)</p>	<p style="text-align: center;">June 6</p>
<p>Evaluator conducts summative evaluation meeting, if any</p>	<p style="text-align: center;">June 6-11</p>
<p>Educator signs summative evaluation report and adds response, if any, within 5 school days of receipt</p>	<p style="text-align: center;">By last day of school year</p>

Coaches Stipends

There will be a determination made by the (Superintendent or designee) to hire additional coaching assistants based on student participation. In the event that an assistant coach is not listed on the salary schedule, then the assistant will be hired at 60% of the first step of the head coaching position in that particular sport.

Effective 2024-2025 School Year						
2.50%	Step 1	Step 2	Step 3	Step 4	Step 5	
Football (Head Coach)	\$4,472	\$4,993	\$5,519	\$6,017	\$6,651	
Football (Assistant)	\$2,209	\$2,545	\$2,864	\$3,361	\$3,916	
Freshman Football	\$1,535	\$1,736	\$1,938	\$2,439	\$2,963	
Field Hockey (Varsity)	\$2,652	\$3,070	\$3,508	\$4,009	\$4,581	
Field Hockey (Jr. Varsity)	\$1,736	\$1,938	\$2,139	\$2,638	\$3,170	
Soccer (Varsity)	\$2,652	\$3,070	\$3,508	\$4,009	\$4,581	
Soccer (Junior Varsity)	\$1,736	\$1,938	\$2,139	\$2,638	\$3,170	
Cross Country	\$2,652	\$3,070	\$3,508	\$4,009	\$4,581	
Basketball (Varsity)	\$3,095	\$3,613	\$4,135	\$4,634	\$5,226	
Basketball (Jr. Varsity)	\$2,182	\$2,443	\$2,705	\$3,206	\$3,752	
Basketball (Freshman)	\$1,535	\$1,736	\$1,938	\$2,439	\$2,963	
Unified Basketball	\$1,061	\$1,228	\$1,403	\$1,603	\$1,832	
Hockey (Varsity)	\$3,095	\$3,613	\$4,135	\$4,634	\$5,226	
Hockey (Jr. Varsity)	\$2,182	\$2,443	\$2,705	\$3,206	\$3,752	
Baseball (Varsity)	\$2,652	\$3,070	\$3,508	\$4,009	\$4,581	
Baseball (Jr. Varsity)	\$1,736	\$1,938	\$2,139	\$2,638	\$3,170	
Softball (Varsity)	\$2,652	\$3,070	\$3,508	\$4,009	\$4,581	
Softball (Jr. Varsity)	\$1,736	\$1,938	\$2,139	\$2,638	\$3,170	
Winter Indoor Track (Varsity)	\$2,652	\$3,070	\$3,508	\$4,009	\$4,581	
Winter Indoor Track (Jr. Varsity)	\$1,535	\$1,736	\$1,938	\$2,439	\$2,963	
Spring Track (Varsity)	\$2,652	\$3,070	\$3,508	\$4,009	\$4,581	
Spring Track (Jr. Varsity)	\$1,736	\$1,938	\$2,139	\$2,638	\$3,170	
Unified Spring Track	\$1,061	\$1,228	\$1,403	\$1,603	\$1,832	
Winter Weight	\$1,535	\$1,736	\$1,938	\$2,439	\$2,963	
Summer Weight	\$1,535	\$1,736	\$1,938	\$2,439	\$2,963	
Golf	\$1,736	\$1,938	\$2,139	\$2,593	\$3,123	
Tennis	\$1,736	\$1,938	\$2,139	\$2,593	\$3,123	
Fall Cheerleading	\$1,535	\$1,736	\$1,938	\$2,439	\$2,963	
Winter Cheerleading	\$1,535	\$1,736	\$1,938	\$2,439	\$2,963	
LMS Head Football Coach	\$1,535	\$1,736	\$1,938	\$2,439	\$2,963	

LMS Asst Football Coach	\$1,281	\$1,484	\$1,685	\$2,185	\$2,709
LMS Field Hockey Coach	\$1,535	\$1,736	\$1,938	\$2,439	\$2,962
LMS Cross Country Coach	\$1,550	\$1,754	\$1,958	\$2,463	\$2,992
LMS Spring Coach	\$1,550	\$1,754	\$1,958	\$2,463	\$2,992
LMS Cheerleading Coach	\$768	\$869	\$978	\$1,218	\$1,483
LMS Basketball Coach	\$1,535	\$1,736	\$1,938	\$2,439	\$2,962

Effective 2025-2026 School Year					
4.0 %	Step 1	Step 2	Step 3	Step 4	Step 5
Football (Head Coach)	\$4,651	\$5,193	\$5,739	\$6,257	\$6,917
Football (Assistant)	\$2,298	\$2,647	\$2,979	\$3,496	\$4,073
Freshman Football	\$1,596	\$1,806	\$2,016	\$2,536	\$3,082
Field Hockey (Varsity)	\$2,758	\$3,193	\$3,649	\$4,169	\$4,764
Field Hockey (Jr. Varsity)	\$1,806	\$2,016	\$2,224	\$2,743	\$3,297
Soccer (Varsity)	\$2,758	\$3,193	\$3,649	\$4,169	\$4,764
Soccer (Junior Varsity)	\$1,806	\$2,016	\$2,224	\$2,743	\$3,297
Cross Country	\$2,758	\$3,193	\$3,649	\$4,169	\$4,764
Basketball (Varsity)	\$3,219	\$3,757	\$4,300	\$4,819	\$5,435
Basketball (Jr. Varsity)	\$2,269	\$2,541	\$2,814	\$3,334	\$3,902
Basketball (Freshman)	\$1,596	\$1,806	\$2,016	\$2,536	\$3,082
Unified Basketball	\$1,103	\$1,277	\$1,459	\$1,668	\$1,906
Hockey (Varsity)	\$3,219	\$3,757	\$4,300	\$4,819	\$5,435
Hockey (Jr. Varsity)	\$2,269	\$2,541	\$2,814	\$3,334	\$3,902
Baseball (Varsity)	\$2,758	\$3,193	\$3,649	\$4,169	\$4,764
Baseball (Jr. Varsity)	\$1,806	\$2,016	\$2,224	\$2,743	\$3,297
Softball (Varsity)	\$2,758	\$3,193	\$3,649	\$4,169	\$4,764
Softball (Jr. Varsity)	\$1,806	\$2,016	\$2,224	\$2,743	\$3,297
Winter Indoor Track (Varsity)	\$2,758	\$3,193	\$3,649	\$4,169	\$4,764
Winter Indoor Track (Jr. Varsity)	\$1,596	\$1,806	\$2,016	\$2,536	\$3,082
Spring Track (Varsity)	\$2,758	\$3,193	\$3,649	\$4,169	\$4,764
Spring Track (Jr. Varsity)	\$1,806	\$2,016	\$2,224	\$2,743	\$3,297
Unified Spring Track	\$1,103	\$1,277	\$1,459	\$1,668	\$1,906
Winter Weight	\$1,596	\$1,806	\$2,016	\$2,536	\$3,082
Summer Weight	\$1,596	\$1,806	\$2,016	\$2,536	\$3,082
Golf	\$1,806	\$2,016	\$2,224	\$2,697	\$3,248
Tennis	\$1,806	\$2,016	\$2,224	\$2,697	\$3,248
Fall Cheerleading	\$1,596	\$1,806	\$2,016	\$2,536	\$3,082
Winter Cheerleading	\$1,596	\$1,806	\$2,016	\$2,536	\$3,082
LMS Head Football Coach	\$1,596	\$1,806	\$2,016	\$2,536	\$3,082

LMS Asst Football Coach	\$1,333	\$1,543	\$1,752	\$2,273	\$2,817
LMS Field Hockey Coach	\$1,596	\$1,806	\$2,016	\$2,536	\$3,081
LMS Cross Country Coach	\$1,612	\$1,824	\$2,036	\$2,562	\$3,111
LMS Spring Coach	\$1,612	\$1,824	\$2,036	\$2,562	\$3,111
LMS Cheerleading Coach	\$799	\$904	\$1,017	\$1,267	\$1,542
LMS Basketball Coach	\$1,596	\$1,806	\$2,016	\$2,536	\$3,081

Effective 2026-2027 School Year					
3.50%	Step 1	Step 2	Step 3	Step 4	Step 5
Football (Head Coach)	\$4,814	\$5,375	\$5,940	\$6,476	\$7,159
Football (Assistant)	\$2,378	\$2,740	\$3,083	\$3,618	\$4,215
Freshman Football	\$1,652	\$1,869	\$2,087	\$2,625	\$3,190
Field Hockey (Varsity)	\$2,855	\$3,304	\$3,776	\$4,315	\$4,931
Field Hockey (Jr. Varsity)	\$1,869	\$2,087	\$2,302	\$2,840	\$3,412
Soccer (Varsity)	\$2,855	\$3,304	\$3,776	\$4,315	\$4,931
Soccer (Junior Varsity)	\$1,869	\$2,087	\$2,302	\$2,840	\$3,412
Cross Country	\$2,855	\$3,304	\$3,776	\$4,315	\$4,931
Basketball (Varsity)	\$3,331	\$3,889	\$4,451	\$4,988	\$5,625
Basketball (Jr. Varsity)	\$2,349	\$2,630	\$2,912	\$3,451	\$4,039
Basketball (Freshman)	\$1,652	\$1,869	\$2,087	\$2,625	\$3,190
Unified Basketball	\$1,142	\$1,322	\$1,510	\$1,726	\$1,972
Hockey (Varsity)	\$3,331	\$3,889	\$4,451	\$4,988	\$5,625
Hockey (Jr. Varsity)	\$2,349	\$2,630	\$2,912	\$3,451	\$4,039
Baseball (Varsity)	\$2,855	\$3,304	\$3,776	\$4,315	\$4,931
Baseball (Jr. Varsity)	\$1,869	\$2,087	\$2,302	\$2,840	\$3,412
Softball (Varsity)	\$2,855	\$3,304	\$3,776	\$4,315	\$4,931
Softball (Jr. Varsity)	\$1,869	\$2,087	\$2,302	\$2,840	\$3,412
Winter Indoor Track (Varsity)	\$2,855	\$3,304	\$3,776	\$4,315	\$4,931
Winter Indoor Track (Jr. Varsity)	\$1,652	\$1,869	\$2,087	\$2,625	\$3,190
Spring Track (Varsity)	\$2,855	\$3,304	\$3,776	\$4,315	\$4,931
Spring Track (Jr. Varsity)	\$1,869	\$2,087	\$2,302	\$2,840	\$3,412
Unified Spring Track	\$1,142	\$1,322	\$1,510	\$1,726	\$1,972
Winter Weight	\$1,652	\$1,869	\$2,087	\$2,625	\$3,190
Summer Weight	\$1,652	\$1,869	\$2,087	\$2,625	\$3,190
Golf	\$1,869	\$2,087	\$2,302	\$2,791	\$3,362
Tennis	\$1,869	\$2,087	\$2,302	\$2,791	\$3,362
Fall Cheerleading	\$1,652	\$1,869	\$2,087	\$2,625	\$3,190
Winter Cheerleading	\$1,652	\$1,869	\$2,087	\$2,625	\$3,190

LMS Head Football Coach	\$1,652	\$1,869	\$2,087	\$2,625	\$3,190
LMS Asst Football Coach	\$1,379	\$1,597	\$1,814	\$2,352	\$2,916
LMS Field Hockey Coach	\$1,652	\$1,869	\$2,087	\$2,625	\$3,188
LMS Cross Country Coach	\$1,669	\$1,887	\$2,107	\$2,651	\$3,220
LMS Spring Coach	\$1,669	\$1,887	\$2,107	\$2,651	\$3,220
LMS Cheerleading Coach	\$827	\$936	\$1,053	\$1,311	\$1,596
LMS Basketball Coach	\$1,652	\$1,869	\$2,087	\$2,625	\$3,188

School	Activity	2024-2025	2025-2026	2026-2027
	TIER I			
LHS	Senior Class Advisor	2,477	2,576	2,666
LHS	Student Council	2,477	2,576	2,666
	TIER II			
LHS	Musical Director	1,939	2,016	2,087
LHS	Marching Band Director	1,939	2,016	2,087
LHS	All School Play	1,939	2,016	2,087
LHS	Junior Class Advisor	1,939	2,016	2,087
LHS	After- school Detention	1,939	2,016	2,087
LHS	Science Olympiad	1,939	2,016	2,087
LMS	Science Olympiad	1,939	2,016	2,087
LMS	Student Government (6-8)	1,939	2,016	2,087
LMS	Yearbook	1,939	2,016	2,087
THES	Nature's classroom Coordinator	1,939	2,016	2,087

District	After-school Music Lesson Program Coordinator	1,939	2,016	2,087
TIER III				
LHS	Sophomore Class Advisor	1,508	1,568	1,623
LHS	Freshman Class Advisor	1,508	1,568	1,623
LHS	Marching Band Assistant Director	1,508	1,568	1,623
LHS	Jazz Band Director	1,508	1,568	1,623
LHS	After-school Chorus (Acapella Director)	1,508	1,568	1,623
LHS	National Honor Society	1,508	1,568	1,623
District	Multicultural Festival Director	1,508	1,568	1,623
TIER IV				
LHS	Competitive Class Play (Sophomore)	1,127	1,172	1,213
LHS	Competitive Class Play (Junior)	1,127	1,172	1,213
LHS	Competitive Class Play (Senior)	1,127	1,172	1,213
LMS	Jazz Band Director (LMS)	1,127	1,172	1,213
LMS	Washington DC Trip Coordinator	1,127	1,172	1,213
TIER V				

LHS	Mock Trial	883	918	951
LHS	World Hunger Task Force	883	918	951
LHS	Percussion Director	883	918	951
LHS	Color Guard Director	883	918	951
THES	Girls on the run (per season)	883	918	951
	TIER VI			
LHS	Outdoor Adventure Club	757	787	815
LHS	Art Club	757	787	815
LHS	French Club	757	787	815
LHS	Spanish Club	757	787	815
LHS	Best Buddies	757	787	815
LHS	Gaming Club	757	787	815
LMHS	Latin Club	757	787	815
LMS	Gaming Club	757	787	815
LMS	Math Team	757	787	815
LMS	Best Buddies	757	787	815
LMS	Ski Club	757	787	815
	TIER VII			
LHS	Knights Herald	630	655	678
LHS	SADD	630	655	678
LHS	Yearbook Accounts Manager	630	655	678
LHS	Photography Club	630	655	678
LMS	Photography Club	630	655	678

LMS	Newspaper / Literary Magazine	630	655	678
LMS	Art Club	630	655	678
LMS	Drama Club	630	655	678
THES	Drama Club	630	655	678
THES	Newspaper/ Literary Magazine	630	655	678
THES	Art Club	630	655	678
Primary School	Kindergarten Screening Coordinator	630	655	678
District	Curriculum Task Force *	630	655	678
	TIER VIII			
LHS	Science Club	504	524	543
LHS	Math Club	504	524	543
LHS	Anime Club	504	524	543
LHS	SWAT club	504	524	543
LHS	Talent Show	504	524	543
LHS	Current Events	504	524	543
LHS	Big Sibbs Club	504	524	543
LMS	Big Sibbs Club	504	524	543
LHS	GSA Club	504	524	543
LMS	GSA Club	504	524	543
LMS	Talent Show	504	524	543
THES	Talent Show	504	524	543
LHS	Service Learning Club	504	524	543
LMS	Service Learning Club	504	524	543
THES	Service Learning Club	504	524	543

Primary School	Service Learning Club	504	524	543
THES	Coding Club	504	524	543
THES	Rubix Cube Club	504	524	543
	TIER IX			
THES	Spelling Bee Coordinator	215	224	232
THES	After school Instructor *	215	224	232
Primary School	After school Instructor *	215	224	232
	SYSTEM TIER			
District	Mentor Coordinator	6,006	6,246	6,465
District	Graduate Course Developer with Instruction	4,659	4,845	5,015
District	Graduate Course Instructor	3,727	3,876	4,012
District	Mentor Team Member *	2,208	2,296	2,377
LMHS	Committee Chair, NEASC **	1,201	1,249	1,293
LMHS	Standard Chairs, NEASC **	721	750	776
LMHS	Clerks & Editors, NEASC **	721	750	776
District	ELL Coordinator	2,113 base + 230/person	2198 base + 239/person	2275 base + 247/person
District	Nursing Coordinator	2,113 base + 230/person	2198 base + 239/person	2275 base + 247/person
LHS	Department Heads/Instructional Leaders *	2,113 base + 230/person	2198 base + 239/person	2275 base + 247/person

LMS	Teacher Support Team RTI *	539	560	580
THES	Teacher Support Team RTI *	754	784	812
Primary School	Teacher Support Team RTI *	754	784	812
Primary School	Early Childhood & Preschool Process Coordinator	3,231	3,360	3,478
District	Webmaster	1,616	1,680	1,739
LHS	Webmaster	1,616	1,680	1,739
LMS	Webmaster	1,077	1,120	1,159
THES	Webmaster	1,077	1,120	1,159
Primary School	Webmaster	1,077	1,120	1,159
LHS	Technology Support (Power school)	1,077	1,120	1,159
LMS	Technology Support (Power school)	1,077	1,120	1,159
THES	Technology Support	1,077	1,120	1,159
Primary School	Technology Support	1,077	1,120	1,159
District	Wellness Advisory Council Chairperson	1,077	1,120	1,159
District	Diversity Advisory Council Chairperson	1,077	1,129	1,159
District	Process Coordinators *	3,231	3,360	3,478
District	Title 1 Grant Manager	3,231	3,360	3,478

District	Curriculum Content Liaisons	754	784	812
LMS	Curriculum Core Lead Teachers	1,077	1,120	1,160
District	Professional Development Committee	538	560	579
LMS	Building Leadership Team *	1,292	1,344	1,391
THES	Building Leadership Team *	1,292	1,344	1,391
Primary School	Building Leadership Team *	1,292	1,344	1,391
LMS	Dean of Students	5,385	5,601	5,797
District	Google apps and Technology Integration Coordinator	2,154	2,240	2,319
THES & Primary	After school Activities Program Coordinator (per session)	269	280	290
LHS	Saturday Detention (per day)	75	78	81
* Represents a Multiple Position Stipend				
** Overrides the contract language				
District	Literacy Team	538	560	579
Primary School	Early Childhood Literacy Support Team	1,293	1,344	1,391
District	Curriculum Task Force Coordinator	5,385	5,600	5,797

