

AGREEMENT
BETWEEN THE
LYNN SCHOOL COMMITTEE
AND THE
LYNN SCHOOL ADMINISTRATORS ASSOCIATION
COVERING THE TIME PERIOD
JULY 1, 2018 – JUNE 30, 2021

**MEMORANDUM OF AGREEMENT
BETWEEN
LYNN SCHOOL COMMITTEE
AND
LYNN SCHOOL ADMINISTRATORS ASSOCIATION
JULY 1, 2018 – JUNE 30, 2021
COLLECTIVE BARGAINING AGREEMENT**

Having bargained collectively, the Lynn School Committee (“the School Committee”) and the Lynn School Administrators Association (“the Association”) hereby agree to the following modifications to their August 1, 2016 – June 30, 2018 Collective Bargaining Agreement:

1. Term of Contract

The new Contract shall be effective from July 1, 2018 to June 30, 2021.

2. Interim Agreements

- A. Any Interim Agreements that were entered into during the term of the August 1, 2016 – June 30, 2018 Contract shall be incorporated into the successor Contract.
- B. The terms of the Health Insurance Memorandum of Agreement dated May 21, 2019 including the agreed upon Salary Schedules, and Educational and Career Increment Schedules for the 2018 – 2019 contract year shall be incorporated into the new Contract.

3. Provisions of Contract

Except as modified by any such interim or other agreements between the parties and/or except as modified during these negotiations and/or except for such technical matters as date changes, all other provisions of the August 1, 2016 – June 30, 2018 Contract shall be carried over intact into the successor Contract.

4. Basic Salary Schedule (Article III, Section A, p. 4)

- A. The following across-the-board salary increases for all classifications on the Basic Salary Schedule shall be implemented retroactively to July 1, 2019 and as of July 1, 2020:
 - 1. July 1, 2019 Two Percent (2.00%)

2. July 1, 2020 Two Percent (2.00%)

B. The work day for all building-based Program Specialists during the summer shall be 7:45 a.m. – 12:00 p.m. from the first business day after the last day of school through the first Friday in August. This provision shall be added to the Contract as a new Article V, Section E.

C. The base salary for the Director of School Nursing position shall be increased from its current base salary (\$92,458) to the same level as the next Director block (\$94,770).

D. The McKinney-Vento Homeless Liaison shall be added to the LSAA's Bargaining Unit at its current base salary and a work year of 12 Months. The McKinney-Vento Homeless Liaison's title shall change to McKinney-Vento Homeless Liaison and DCF Point of Contact and the position shall receive the July 1, 2019 and July 1, 2020 base salary increases that are set forth in Paragraph 4A of this Agreement.

5. Educational Increments Schedule (Article III, Section B, p. 7)

A. The Educational Increments Schedule shall be amended as follows by creating a new level for M+60 along with a higher Doctorate level in order to accommodate the new level. Accordingly, immediately prior to the application of the first across-the-board percentage increase to the Educational Increments Schedule, the Schedule shall be amended to provide as follows:

Master's +15	\$975
Master's +30	\$1,946
Master's +45	\$2,921
Master's +60	\$4,418
Doctorate	\$5,914

B. All levels of the foregoing Educational Increments Schedule shall also be increased by the same percentage amounts as the Basic Salary Schedules during the term of the new Agreement.

6. Career Increments Schedule (Article III, Section C, p. 7)

A. All levels of the Career Increments Schedule shall be increased based upon the 11th Step of the Master's +30 column of the Teachers' Salary Schedule during each year of the Contract.

B. Effective July 1, 2020, clarify the Career Increments eligibility language in Section C to count the following additional types of service:

1. Creditable service in a contributory retirement system.
2. Previous relevant or related work experience at the sole discretion of the Superintendent.

7. Funeral Leave Article VII, Section E, p. 25)

A. The following revision shall be made to Section E(1):

Four (4) days' funeral leave up to and including the funeral shall be granted to Administrators upon the death of anyone in the immediate family or anyone residing in the same household with the Administrator. An Administrator's mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent and grandchild shall be considered to be a member of his/her immediate family for the purposes of this section. The preceding shall also apply to step relatives. Funeral Leave shall be used in full within five (5) consecutive week days, unless the day of the funeral and/or burial itself takes place out of the 5 week day time frame, in which case an Administrator is entitled to use their 4th day.

B. The following revision shall be made to Section E(4):

~~Funeral leave of one (1) day shall be allowed on the death of an aunt, uncle, niece, nephew, son-in-law or daughter-in-law if not living in the household.~~ Funeral Leave of one (1) day shall be allowed on the death of an aunt, uncle, niece, nephew or in-laws. Specific in-laws include aunt-in-law, uncle-in-law, niece-in-law, nephew-in-law and grandparent-in-law if not living in the household. One or two personal days may be used in addition to the one day allowed. This is to be used for cases where travel or extenuating circumstances occur.

8. Department Heads (Article X, p. 29)

Article X shall be amended to read as follows:

~~Those~~ Department Heads ~~who assume responsibility for coordinating Junior High School programs in their subject areas~~ will have a maximum teaching load of ~~three (3)~~ two (2) classes per day which, to the extent possible, will be scheduled in the morning ~~and they will be eligible for the supervisory travel allowance.~~ The Supervisory Travel Allowance for Department Heads shall be eliminated effective with the 2014 – 2015 school year unless Department Heads

are specifically assigned to assume responsibility for coordinating Junior High School programs by mutual written agreement of the Association and the Superintendent.

1. Department Heads may be assigned up to two (2) days of Professional Development above and beyond what is offered to other LSAA Members during any one of the following periods of time:
 - A. Utilize two (2) of the four (4) days before and four (4) days after the school year that the Department Heads are required to work as part of their normal work year.
 - B. Utilize two (2) of the four (4) days before and four (4) days after the school year that the Department Heads are required to work as part of their normal work year during another time period over the summer with advanced notification after survey of members, preferably one (1) day before start of school year and one (1) day after the school year.
 - C. Roll the Professional Development into the planned early release days in the new schedule.

9. Program Specialists – Central Office

The following eight (8) Central Office Program Specialists shall be reclassified as Assistant Directors on the Basic Salary Schedule effective July 1, 2020.

Program Specialist for Special Education (2)
Program Specialist for Special Education COACH
Program Specialist for Special Education Out of District (2)
Program Specialist for Language Support (2)
Program Specialist Nursing

10. Removal of Positions

The following positions shall be removed from the LSAA if the incumbent LSAA Members sign a release and authorization providing for same:

1. Administrator of Special Education
2. Executive Director of Curriculum

3. Executive Director of Social and Emotional Learning
4. Director of English Learner Education

11. Director of Equity and Chapter 636/Transportation Manager

- A. The Director of Equity and Chapter 636 position shall be posted and filled in accordance with Article XIII of the Contract as soon as possible after the execution of this Agreement.
- B. The Transportation Manager shall be available to answer questions from the new Director of Equity and Chapter 636 for a period of thirty (30) calendar days after his/her appointment to the position.
- C. Article III, Section O of the Contract shall be amended to read as follows:

The Transportation Manager's base salary shall be the equivalent of the Director of Equity and Chapter 636 and shall have the \$10,000 stipend in Appendix B rolled into the base salary permanently for a new base salary that shall be included in the LSAA's Salary Schedule. Upon separation of employment by the incumbent, the LSAA agrees that the School Committee has reserved its right to propose a modification in the base salary for the Transportation Manager position prior to posting and filling the position.

12. Athletic Directors

The three (3) Athletic Director positions shall be accreted into the LSAA's Bargaining Unit on the following terms and conditions:

- A. The base salary for the position shall be \$95,651.
- B. The work year for the position shall be the first Monday in August until the last day of the school year.
- C. The position shall be classified as a 190 Day Administrator on the Salary Schedule and a reference to the work year shall be added immediately following the Salary Schedule.

- D. The Job Description is attached to this Agreement. The Job Description shall be amended in the following respects:
1. Change #1 under Qualifications to Master's Degree.
 2. Add a new #22 to state: Engage in outreach in the school community to promote diversity in athletes and coaches.
 3. Add a new #23 to state: Arrange for staff coverage in the event that Athletic Director will not be in school for any reason including attending games, conferences or absences.

13. Social and Emotional Sub-Committee

The Social and Emotional Learning Sub-Committee has issued the attached recommendations which have been approved by the parties and are incorporated into this Agreement.

14. Evaluation Procedure Sub-Committee

The Evaluation Procedure Sub-Committee has issued the attached recommendations which have been approved by the parties and are incorporated into this Agreement.

15. Supervisors of Attendance

- A. The revised Job Description for this position is attached to this Agreement and incorporated herein.
- B. In addition, the current staffing level of one (1) Assistant Supervisor of Attendance each LEEP night paid at the Administrative Hourly Rate shall be maintained. (Current practice is for each Assistant Supervisor of Attendance to alternate working two (2) days per week while the other works 1 day per week.).

16. This Agreement will become effective upon the ratification of the School Committee and the Membership of the LSAA.

Signed in the City of Lynn on this __ day of May, 2020.

LYNN SCHOOL COMMITTEE

Thomas M. McGee dotloop verified 05/14/20 8:43 PM EDT GWJH-ZYFY-YZUH-OYLW

Mayor Thomas M. McGee, Chairperson

Donna M. Coppola dotloop verified 05/14/20 8:48 PM EDT XPM1-OEKA-SZQK-9AFZ

Donna M. Coppola

Brian K. Castellanos dotloop verified 05/14/20 8:44 PM EDT SPTB-QXC3-JBY-BIV6

Brian K. Castellanos

John E. Ford Jr. dotloop verified 05/14/20 8:52 PM EDT 01B2-6WZW-LPHC-BLQ4

John E. Ford, Jr.

Lorraine M. Gately dotloop verified 05/14/20 8:42 PM EDT OVVG-TCPP-8AEC-OOEG

Lorraine M. Gately

Jared C. Nicholson dotloop verified 05/14/20 8:43 PM EDT POBS-3DSD-YRRO-F69U

Jared C. Nicholson

Michael Satterwhite dotloop verified 05/14/20 8:24 PM EDT S4SM-QXJT-SJZN-TT04

Michael A. Satterwhite, Negotiating Sub-Committee Chairperson

LYNN SCHOOL ADMINISTRATORS ASSOCIATION

David Hegan, President

Rardy Pena, Vice President

Mark Johnston, Treasurer

Maura Scherrer, Secretary

Amanda Curtis, Department Heads

Thomas Bourque, 12 Month Members

Henry Kelley, 190 Day Members

Nicole Passanisi, Guidance Counselors

Shirley Albert-Benedict, Assistant Director/Program Specialist

Signed in the City of Lynn on this ___ day of May, 2020.

LYNN SCHOOL COMMITTEE

Mayor Thomas M. McGee, Chairperson

Donna M. Coppola

Brian K. Castellanos

John E. Ford, Jr.

Lorraine M. Gately

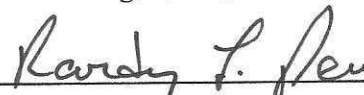
Jared C. Nicholson

Michael A. Satterwhite, Negotiating
Sub-Committee Chairperson


LYNN SCHOOL ADMINISTRATORS
ASSOCIATION



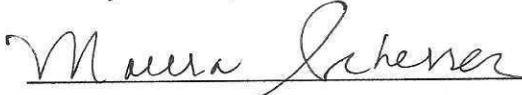
David Hegan, President




Rardy Pena, Vice President



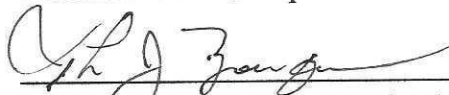
Mark Johnston, Treasurer



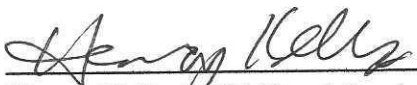
Maura Scherrer, Secretary



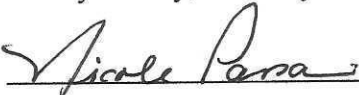
Amanda Curtis, Department Heads



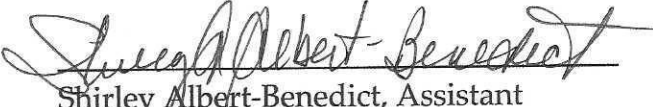
Thomas Bourque, 12 Month Members



Henry Kelley, 190 Day Members



Nicole Passanisi, Guidance Counselors



Shirley Albert-Benedict, Assistant
Director/Program Specialist

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PREAMBLE

WHEREAS, the School Committee of the City of Lynn and the Lynn School Administrators Association acknowledge and reaffirm their realization that their common duty involves much more than their collective bargaining endeavors, and

WHEREAS, education of the highest quality is the goal of both the School Committee and the Lynn School Administrators Association, and

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

WHEREAS, in a secret ballot election, the Lynn School Administrators Association was chosen by a majority of the Administrators as the exclusive collective bargaining agent for all such Administrators, and

WHEREAS, the School Committee and the designated representatives of the Lynn School Administrators Association have fully considered and discussed changes in salary schedules, improvement in professional working conditions, and a procedure for the solution of grievances.

NOW THEREFORE, the following agreement is made and entered into as of the first day of July, 2018 by and between the School Committee of the City of Lynn (hereinafter referred to as the "Committee") and the Lynn School Administrators Association (hereinafter referred to as the "Association").

ARTICLE I
ASSOCIATION RECOGNITION,
JURISDICTION AND DEFINITIONS

A. Association Recognition

The Lynn School Committee recognizes the Lynn School Administrators Association as the exclusive bargaining representative for all Administrators whose positions are listed in Article III excluding all other employees of the School Department.

B. Jurisdiction

The jurisdiction of the Association shall include those persons now or hereafter who perform the duties or functions of the categories of employees in the bargaining unit, regardless of whether these duties or functions are performed by present, or modified by new, processes or equipment.

C. Definitions

The term "school" as used in this Agreement means any work location or functional division maintained by the School Department.

The term "teacher" and the term "person" as used in this Agreement means a person employed by the Committee in Bargaining Unit A.

The term "Committee" as used in this Agreement shall be understood to mean the School Committee of the City of Lynn, a public body organized under the applicable provisions of the Constitution of the Commonwealth, the General Laws of said Commonwealth as amended, and the City Charter of the City of Lynn, a political subdivision of said Commonwealth and functioning in accordance with the applicable laws, rules and regulations as have been adopted, promulgated or amended by said Commonwealth or City.

The term "Superintendent" as used in this Agreement shall be understood to mean the person holding the position of Superintendent of Schools of the Lynn School Department. The term "administration" or "The Administration" shall be understood to mean the same as "Superintendent" or his deputies.

The term "Association representative" as used in this Agreement means any qualified designee of the Association.

The term "Administrator" as used in this Agreement means any member of the bargaining unit.

ARTICLE II
COMMITTEE RIGHTS CLAUSE

Section A.

It is agreed that the School Committee of the City of Lynn, hereinafter called "The Committee" or "The Lynn School Committee," is a public body established under, and with powers provided by, the General Laws of the Commonwealth of Massachusetts, and nothing in this Agreement shall be deemed to derogate from, or impair any right, duty or privilege, conferred upon the Committee by statute or by any rule or regulation of an applicable agency of the Commonwealth of Massachusetts.

Section B.

Except as otherwise provided in this Agreement, or as otherwise provided in any law or rule or regulation promulgated under law, the School Committee, acting through its Superintendent and/or other administrative representatives, shall exercise its functions, duties and responsibilities in such manner as may now or subsequently be in effect.

Among the functions, duties and responsibilities included, but not limited thereto nor wholly inclusive, shall be the following: to hire, promote, assign, and retain employees within the Lynn Public Schools and to suspend, discharge, or take such other disciplinary action as may be provided for by law.

Section C.

The failure of the Committee to exercise any right or power hereby reserved to it, or the exercise by it of any such right in a particular manner, shall not be deemed a waiver nor a restriction of any such exercise of rights.

Section D.

The Committee retains all powers, rights, duties and authority which it had prior to entering into this Agreement, except those matters agreed to herein.

Section E.

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

Section F.

The Committee agrees that all rules, regulations, duties and powers set forth in “The Rules of the School Committee” are the responsibility of the Committee and that any member of the Association carrying out any mandate of “The Rules” will be protected from any liability incurred while acting within the scope of the mandate.

ARTICLE III
COMPENSATION

A. LSAA BASIC SALARY SCHEDULE

1. Across-the-board salary increases for all classifications on the Basic Salary Schedule shall be implemented as follows:
 - A. Retroactive to July 1, 2018 One percent (1.00%)
 - B. Retroactive to January 1, 2019 One-half percent (0.50%)

<u>12 MONTH ADMINISTRATORS</u>	<u>7/1/18</u>	<u>1/1/19</u>
	1.00%	0.50%
Administrator of Special Education	\$124,573	\$125,196
Executive Director of Curriculum and Instruction	\$122,491	\$123,103
Executive Director of Social and Emotional	\$122,491	\$123,103
Deputy Administrator of Special Education	\$112,994	\$113,559
Deputy Administrator of Special Education*	\$110,876	\$111,430
Compliance Officer	\$108,313	\$108,855
Director of Equity and Chapter 636	\$103,785	\$104,304
Manager of Financial Operation	\$103,785	\$104,304
Director of State, Federal and Foundation Grants	\$103,785	\$104,304
and Regulatory Compliance		

<u>12 MONTH ADMINISTRATORS</u>	<u>7/1/18</u>	<u>1/1/19</u>
	1.00%	0.50%
Network Administrator	\$103,093	\$103,608
Director of Language Support Services	\$94,299	\$94,770
Director of Computer Implementation	\$94,299	\$94,770
Manager of Planning/Assistant to School Business Administrator	\$94,299	\$94,770
Assistant Director of Curriculum and Instruction for:		
Curriculum/Data Assessment/Curriculum Integration	\$93,688	\$94,156
Early Childhood	\$93,688	\$94,156
ELA/Reading	\$93,688	\$94,156
Health	\$93,688	\$94,156
Humanities	\$93,688	\$94,156
Instructional Technology	\$93,688	\$94,156
Mathematics	\$93,688	\$94,156
Music	\$93,688	\$94,156
Science	\$93,688	\$94,156
Visual Arts, Theater and Dance	\$93,688	\$94,156
Curriculum and Instruction Quality Assurance Specialist	\$93,688	\$94,156
Assistant Director of Early Childhood	\$93,688	\$94,156
Director of School Nursing	\$91,998	\$92,458
Program Specialist for Special Education	\$87,364	\$87,801
Program Specialist – Early Childhood	\$87,364	\$87,801
Program Specialist for Special Education (COACH)	\$87,364	\$87,801
Program Specialist, Race To The Top	\$87,364	\$87,801
Program Specialist, Elementary School (Callahan, Cobbett, Connery Drewicz, Ford, Harrington, Hood, Ingalls, Washington)	\$87,364	\$87,801
Program Specialist, Middle School (Breed, Marshall, Pickering)	\$87,364	\$87,801
Program Specialist for Language Support	\$87,364	\$87,801
Program Specialist for Data and Assessment, Classical High School	\$87,364	\$87,801
Program Specialist for Data and Assessment, English High School	\$87,364	\$87,801
Program Specialist for Wraparound Zone Initiative	\$87,364	\$87,801
Program Specialist – Nursing	\$87,364	\$87,801
Program Specialist - Parent and Family Engagement	\$87,364	\$87,801

<u>12 MONTH ADMINISTRATORS</u>	<u>7/1/18</u>	<u>1/1/19</u>
	1.00%	0.50%
Transportation Manager	\$87,364	\$87,801
Custom Project Manager/Report Writer	\$87,364	\$87,801
PC/LAN Tech Manager	\$81,905	\$82,315
Student Assignment Manager	\$81,639	\$82,047
School Nurse Leader	\$81,639	\$82,047
Database Manager	\$81,639	\$82,047
Supervisor of Attendance	\$78,275	\$78,666
Assistant Database Manager	\$74,049	\$74,419
Grants Manager	\$74,049	\$74,419
Assistant to the Supervisor of Attendance	\$70,700	\$71,054
<u>190 DAY ADMINISTRATORS</u>	<u>7/1/18</u>	<u>1/1/19</u>
	1.00%	0.50%
Chief School Adjustment Counselor	\$101,611	\$102,119
School Psychologist	\$95,543	\$96,021
School Adjustment Counselor	\$89,269	\$89,715
Alternative School Director	\$89,269	\$89,715
Co-Op Coordinator, LVTI	\$89,269	\$89,715
Assessment and Data Services Coordinator, LVTI	\$89,269	\$89,715
Department Head	\$83,376	\$83,793
Guidance Counselor	\$83,376	\$83,793
Assistant Director for Alternative Program	\$83,376	\$83,793
Technology Integration Specialist	\$83,376	\$83,793
Academic Support Specialist	\$83,376	\$83,793
Vocational Case Manager	\$56,993	\$57,278
*The base salary of the Deputy Administrator of Special Education shall be reduced to this level when the incumbent vacates the position as per the Memorandum of Agreement dated October 5, 2016.		

2. The following across-the-board salary increases for all classifications on the Basic Salary Schedule shall be implemented retroactively to July 1, 2019 and as of July 1, 2020:

- A. July 1, 2019 Two Percent (2.00%)
- B. July 1, 2020 Two Percent (2.00%)

<u>12 MONTH ADMINISTRATORS</u>	<u>7/1/2019</u>	<u>7/1/2020</u>
	2.00%	2.00%
Administrator of Special Education	\$127,700	--
Executive Director of Curriculum and Instruction	\$125,565	--
Executive Director of Social and Emotional	\$125,565	--
Transportation Manager	\$116,590	\$118,922
Deputy Administrator of Special Education	\$115,830	\$118,147
Deputy Administrator of Special Education*	\$113,659	\$115,932
Compliance Officer	\$111,032	\$113,253
Director of Equity and Chapter 636	\$106,390	\$108,518
Manager of Financial Operation	\$106,390	\$108,518
Director of State, Federal and Foundation Grants and Regulatory Compliance	\$106,390	\$108,518
Network Administrator	\$105,680	\$107,794
Director of English Learner Education	\$96,665	--
Director of Computer Implementation	\$96,665	\$98,598
Manager of Planning/Assistant to School Business Administrator	\$96,665	\$98,598
Director of School Nursing	\$96,665	\$98,598
Assistant Director of Curriculum and Instruction for:		
Curriculum/Data Assessment/Curriculum Integration	\$96,039	\$97,960
Early Childhood	\$96,039	\$97,960
ELA/Reading	\$96,039	\$97,960
Health	\$96,039	\$97,960
Humanities	\$96,039	\$97,960
Instructional Technology	\$96,039	\$97,960
Mathematics	\$96,039	\$97,960
Music	\$96,039	\$97,960
Science	\$96,039	\$97,960

<u>12 MONTH ADMINISTRATORS</u>	<u>7/1/2019</u>	<u>7/1/2020</u>
	2.00%	2.00%
Assistant Director of Curriculum and Instruction for:		
Staff Quality and Development	\$96,039	\$97,960
Visual Arts, Theater and Dance	\$96,039	\$97,960
Assistant Director of English Learner Education	\$96,039	\$97,960
Program Specialist of Language Support***	\$89,557	--
Assistant Director of English Learner Education	--	\$97,960
Program Specialist for Nursing***	\$89,557	--
Assistant Director of Nursing	--	\$97,960
Assistant Director of SEL for Student Support and Family/Community Engagement	\$96,039	\$97,960
Program Specialist for Special Education***	\$89,557	--
Assistant Director of Special Education	--	\$97,960
Program Specialist for Special Education (Early Childhood)***	\$89,557	--
Assistant Director for Special Education (Early Childhood)	--	\$97,960
Program Specialist for Special Education (COACH)***	\$89,557	--
Assistant Director of Special Education (COACH)	--	\$97,960
Program Specialist for Special Education, Out of District (2)***	\$89,557	--
Assistant Director of Special Education, Out of District (2)	--	\$97,960
Assistant Network Administrator	\$96,039	\$97,960
Program Specialist, Race To The Top	\$89,557	\$91,348
Program Specialist, Elementary School (Callahan, Cobbett, Connery Drewicz, Ford, Harrington, Hood, Ingalls, Tracy, Washington)	\$89,557	\$91,348
Program Specialist, Middle School (Breed, Marshall, Pickering)	\$89,557	\$91,348
Program Specialist for Data and Assessment, Classical High School	\$89,557	\$91,348
Program Specialist for Data and Assessment, English High School	\$89,557	\$91,348
Program Specialist for Data and Assessment – LVTI	\$89,557	\$91,348
Program Specialist for Wraparound Zone Initiative	\$89,557	\$91,348
Program Specialist - Parent and Family Engagement	\$89,557	\$91,348
Transportation Manager**	\$89,557	\$91,348
Custom Project Manager/Report Writer	\$89,557	\$91,348
PC/LAN Tech Manager (2)	\$83,961	\$85,640
Student Assignment Manager	\$83,688	\$85,362

<u>12 MONTH ADMINISTRATORS</u>	<u>7/1/2019</u>	<u>7/1/2020</u>
	2.00%	2.00%
School Nurse Leader	\$83,688	\$85,362
Database Manager	\$83,688	\$85,362
Supervisor of Attendance	\$80,239	\$81,844
Assistant Database Manager	\$75,907	\$77,425
Grants Manager	\$75,907	\$77,425
Payroll Accounts Payable Manager	\$75,907	\$77,425
Assistant to the Supervisor of Attendance	\$72,475	\$73,925
McKinney-Vento Homeless Liaison and DCF Point of Contact	\$63,985	\$65,265

<u>190 DAY ADMINISTRATORS</u>	<u>7/1/2019</u>	<u>7/1/2020</u>
	2.00%	2.00%
Chief School Adjustment Counselor	\$104,161	\$106,244
School Psychologist	\$97,941	\$99,900
Athletic Director****	\$95,651	\$97,564
Clinical Supervisor	\$91,509	\$93,339
Alternative School Director	\$91,509	\$93,339
Co-Op Coordinator, LVTI	\$91,509	\$93,339
Department Head	\$85,469	\$87,178
Guidance Counselor	\$85,469	\$87,178
Assistant Director for Alternative Program	\$85,469	\$87,178
Technology Integration Specialist	\$85,469	\$87,178
Academic Support Specialist	\$85,469	\$87,178
Vocational Case Manager	\$58,424	\$59,592
<p>*The base salary of the Deputy Administrator of Special Education shall be reduced to this level when the incumbent vacates the position as per the Memorandum of Agreement dated October 5, 2016.</p> <p>**See Article III, Section O.</p> <p>***Program Specialist positions to be reclassified as Assistant Directors as of July 1, 2020.</p> <p>****The work year for the Athletic Directors shall be the first Monday in August until the last day of the school year.</p>		

B. EDUCATIONAL INCREMENTS

In addition to their base salary set forth above and their career increments that are set forth below, eligible Administrators shall receive the following educational increments effective as of the following dates. All levels of the Educational Increments Schedule, including the Doctorate Degree, shall also be increased by the same percentage amounts and on the same dates as the Basic Salary Schedules during the term of the new Agreement:

<u>EDUCATIONAL INCREMENTS</u>	<u>7/1/2018</u>	<u>1/1/2019</u>
	1.00%	0.50%
Master's +15	\$970	\$975
Master's +30	\$1,936	\$1,946
Master's +45	\$2,906	\$2,921
Doctorate	\$5,885	\$5,914

<u>EDUCATIONAL INCREMENTS</u>	<u>7/1/2019</u>	<u>7/1/2020</u>
	2.00%	2.00%
Master's +15	\$995	\$1,015
Master's +30	\$1,985	\$2,025
Master's +45	\$2,979	\$3,039
Master's +60	\$4,506	\$4,596
Doctorate	\$6,032	\$6,153

C. CAREER INCREMENTS

Effective July 1, 2018, Career Increments for service in the School Department of the City of Lynn or other public education shall be paid in accordance with the following schedule:

<u>CAREER INCREMENTS</u>	<u>7/1/2018</u>	<u>1/1/2019</u>
5 Years (4%)	\$2,952	\$2,967
10 Years (5%)	\$3,690	\$3,708
15 Years (8%)	\$5,903	\$5,933
20 Years (13%)	\$9,594	\$9,642
25 Years (15%)	\$11,070	\$11,125
30 Years (17%)	\$12,546	\$12,609

The above Career Increments are based upon the applicable percentage of the 11th Step on the Master's +30 column of the Teachers' Salary Schedule as follows:

7/1/2018	\$73,799
1/1/2019	\$74,168

Effective July 1, 2019, Career Increments for service as set forth in this Section shall be paid in accordance with the following schedule:

<u>CAREER INCREMENTS</u>	<u>7/1/2019</u>	<u>7/1/2020</u>
5 Years (4%)	\$3,026	\$3,087
10 Years (5%)	\$3,783	\$3,858
15 Years (8%)	\$6,052	\$6,173
20 Years (13%)	\$9,835	\$10,031
25 Years (15%)	\$11,348	\$11,575
30 Years (17%)	\$12,861	\$13,118

The above Career Increments are based upon the applicable percentage of the 11th Step on the Master's +30 column of the Teachers' Salary Schedule as follows:

7/1/2019	\$75,651
7/1/2020	\$77,164

Effective July 1, 2019, Career Increments for service in the School Department of the City of Lynn or other public education shall determine eligibility for the above-listed Career Increments. Effective July 1, 2020, the following additional types of service in addition to service in the School Department of the City of Lynn or other public education shall determine eligibility for the above-listed Career Increments:

1. Creditable service in a contributory retirement system.
 2. Previous relevant or related work experience at the sole discretion of the Superintendent.
- D. Any Administrator who has been responsible for an event, project or program innovation which has brought significant recognition, achievement or benefit to the Lynn Public Schools or who has had a major article, book or thesis published with similar positive results for the Lynn Public Schools will, upon the recommendation of either his/her immediate supervisor with the approval of the Superintendent or solely upon the recommendation of the Superintendent, be granted professional development points (PDP's) for purposes of recertification in such amounts as may be determined by the Superintendent.
- E. Administrators shall receive one (1) salary credit for each ten (10) professional development points earned or awarded after August 1, 1997. This provision shall only be applicable to internal professional development activities offered by the School Department or to professional development points awarded pursuant to the preceding paragraph. PDP's for salary credit, other than those awarded pursuant to the preceding paragraph, shall require the advance approval of the Superintendent or his designee.
- F. Except for coverage during vacation periods, any member of the bargaining unit who is assigned to perform the duties of a higher paid position on a temporary basis (irrespective of whether the higher paid position is in or outside the Administrators' bargaining unit) shall be compensated at the salary level for that position beginning with the fourth day on which he acts in that capacity.
- G. Method and Time of Salary Payment
1. Salaries of all 190-day Administrators shall be paid in forty-two (42) weekly installments starting with the second week of the school year in September and continuing until the week following the close of the school year in June. Salaries of all 12-month Administrators shall be paid in weekly installments throughout the contract year. If an Administrator leaves or dies during the school year, he or his estate shall be entitled to a prorated share based on his period of service in

relation to the number of weeks schools are in session during the school year, minus the compensation already paid. All weeks during which the schools are in session shall be considered as containing five (5) days each, notwithstanding holidays or no-school days.

2. In addition to the paycheck options that are currently available, effective July 1, 2017, a 190 Day Administrator may choose by May 1, 2018 to be paid the following school year, in forty-two (42) weekly installments, with the first forty-two (42) installments equivalent to 1/52nd of annual salary and the 43rd payment equal to 10/52nd of annual salary. For each subsequent year, a 190 Day Administrator has until May 1 to request this option for the following school year. This provision shall only be applicable to 190 Day Administrators.

H. Itemized Payroll Deductions

The Committee agrees to make every effort to implement an itemized payroll deduction system. Such system shall provide a statement of the weekly payroll deductions of each employee.

I. Extracurricular Activities

Any member of the bargaining unit who serves as an adviser to an extracurricular activity shall receive the same stipend for that particular activity that is set forth in Appendix B of the contract between the School Committee and the Lynn Teachers Union.

J. Hourly Rates of Pay

Forty-five dollars (\$45.00) per hour shall be the rate of pay for Administrators engaged as Administrators in summer programs and for all extra duty during the first year of this Agreement. Effective July 1, 2017, the Administrative Hourly Rate shall be increased from forty-five dollars (\$45.00) to fifty dollars (\$50.00).

K. Course Approval

College courses, to be credited toward progression on the salary schedule, must be approved in advance by the Superintendent of Schools.

L. Severance pay

Severance pay of fifty percent (50%) of an Administrator's total accumulated sick leave days as of July 31, 1987 shall be paid to Administrators who were employed in the Lynn Public Schools as of that date upon their retirement under the Massachusetts Teachers Retirement System or, upon an Administrator's death while still employed in the Lynn Public Schools, to his next of kin or designated beneficiary. An Administrator's severance pay will be computed based upon his salary level at the time of his retirement or death. Administrators who are first appointed to a teaching or administrative position in the Lynn Public Schools after July 31, 1987 shall not be eligible for the aforesaid severance pay.

Unused sick leave days shall continue to accumulate for sick leave purposes after July 31, 1987, but they shall not be credited for severance pay purposes. Such accumulated sick leave days shall be exhausted before an Administrator is required to draw any sick leave days from his pre July 31, 1987 severance accumulation. In the event that an Administrator must draw sick leave days from his severance accumulation, he may replace those sick leave days up to the level credited to him as of July 31, 1987 with current sick leave days that are accumulated thereafter.

A retiring Administrator shall have the option of receiving his/her severance payment on the date of his/her retirement or in a schedule of payments not to exceed five (5) fiscal years. Any severance payment in excess of \$12,500 must be deferred to at least the month of July immediately following the date on which the Administrator retires or, at the Administrator's option, to the month of July in a later year. Any payments that are deferred to a fiscal year subsequent to an Administrator's date of retirement shall be made during the month of July of any such subsequent fiscal year. A retiring Administrator shall exercise his severance pay option in writing at least one (1) week prior to his/her retirement date.

Administrators shall have the option of transferring any or all of their sick leave severance pay to their 403(b) accounts up to the maximum amount that is permitted by law for that year. If there is still an outstanding balance remaining in an Administrator's severance pay account after the first such payment has been made, that excess amount may similarly be designated

for transfer to the member's 403(b) account in the following year and this process shall continue until the Administrator's entire severance pay account has been fully disbursed in accordance with the member's wishes.

M. The stipends that are listed in Appendix E that is attached hereto and that are already being paid to those Administrators who perform certain additional services that are either an integral part of the full-time administrative positions that they hold and/or are an integral part of the public education that is provided by the Lynn Public Schools shall be included in the regular weekly pay of those administrators in a pro-rated amount according to the number of paychecks that each such Administrator receives during the course of the contract year (currently either 42 or 52).

N. Supervisor of Attendance and Assistant Supervisor of Attendance

1. The Supervisor of Attendance shall have right of first refusal to be appointed to the LEEP Supervisor of Attendance position. In the event that the Supervisor of Attendance declines such right, the position shall then be offered to the two (2) Assistants to the Supervisor of Attendance and, should they both decline such right, the position shall be posted and filled in accordance with Article XIII of the Contract. The current staffing level of one (1) Assistant Supervisor of Attendance each LEEP night paid at the Administrative Hourly Rate shall be maintained. (Current practice is for each Assistant Supervisor of Attendance to alternate working two (2) days per week while the other works 1 day per week.)

2. The two (2) Assistants to the Supervisor of Attendance shall continue to be eligible for overtime compensation for work performed beyond their normal contractual work days, but any work performed during the summer months during their contractual work day shall count toward their 12 month work year and they shall receive no overtime compensation for such work.

O. Director of Equity and Chapter 636/Transportation Manager

The Transportation Manager's base salary shall be the equivalent of the Director of Equity and Chapter 636 and shall have the \$10,000 stipend in Appendix B rolled into the base salary permanently for a new base salary

that shall be included in the LSAA's Salary Schedule. Upon separation of employment by the incumbent, the LSAA agrees that the School Committee has reserved its right to propose a modification in the base salary for the Transportation Manager position prior to posting and filling the position.

ARTICLE IV FRINGE BENEFITS

A. Health Insurance

The City of Lynn shall provide health insurance benefits to members of the Administrators Association in accordance with the Memorandum of Agreement dated May 23, 2019 between the City of Lynn and the Public Employee Committee from July 1, 2019 – June 30, 2022, a copy of which is attached to this Contract as Appendix F and incorporated herein by reference.

B. Life Insurance

The City of Lynn shall provide seventy-five percent (75%) of the cost of a \$10,000 life insurance policy as adopted by the City under Chapter 32B of the General Laws of the Commonwealth.

C. Employees Insurance Premium Contributions

The employees' group health insurance premium contributions shall be deducted from their salaries on a pre-tax basis.

D. Pension

The parties agree that all provisions of the Massachusetts Teachers Retirement Plan shall be made a part of this Agreement.

E. 403(b) Accounts

Administrators shall be allowed to take advantage of the federal law concerning tax-free annuities including 403(b) accounts.

F. Disability Protection

An Administrator who is absent because of a personal injury arising out of or in the course of his employment shall be credited with sick leave, in addition to that credited to him at the time of his injury. The additional sick leave shall be equal in duration to the period of his absence as a result of such injury. The Administrator may take such of this additional sick leave allowance payment as when added to the amount of any weekly worker's compensation disability allowance actually received, will result in the payment to him of his full salary.

ARTICLE V
WORK YEAR AND WORK DAY

A. Length of School Year

1. The school year shall be 180 days beginning on the Wednesday following Labor Day and continuing into the month of June until the school year is completed.
2. Those administrative positions which are twelve (12) month positions are those which are designated as such in Article III. The persons holding such positions shall be scheduled to work on all regular week days except for legal holidays, days on which their schools or administrative offices are closed for emergency or special circumstances and during their annual vacation which shall be twenty (20) week days or four (4) weeks per year in the case of all twelve (12) month Administrators with up to nineteen (19) years of service in the Lynn Public Schools and which, beginning with their twentieth (20) year of service in the Lynn Public Schools, shall be twenty-five (25) week days or five (5) weeks per year.
3. All other administrative positions shall be scheduled to work for 190 days per year. For those school years in which the Teachers do not work the two (2) additional professional development days that are provided for in the Teachers collective bargaining agreement, the work year for the 190 day Administrators shall consist of the 180 day school year and the five (5) days before and the five (5) days after the school year. However, the five (5) days before and the five (5) days

after the school year may be replaced in whole or in part by other non-school days worked by mutual agreement of an Administrator and his/her Principal or Supervisor where both agree that it may be more productive for that particular Administrator to work on one (1) or more days other than the five (5) days before and the five (5) days after the school year. In addition to the foregoing, it is specifically agreed that 190-day Administrators will work at up to three (3) Parent Open Houses per year that are also being worked by Teachers.

4. For those future school years in which the Teachers do work the two (2) additional professional development days that are provided for in the Teachers collective bargaining agreement, the work year for the 190 day Administrators shall consist of the 180 day school year, the two (2) professional development days, the four (4) days before and the four (4) days after the school year. However, the four (4) days after the school year may be replaced in whole or in part by any other non-school days worked by the mutual agreement of an Administrator and his/her Principal or Supervisor where both agree that it may be more productive for that particular Administrator to work some schedule other than the four (4) days before and the four (4) days after the school year. In addition to the foregoing, it is specifically agreed that 190-day Administrators will work at up to three (3) Parent Open Houses per year that are also being worked by Teachers.
5. If the school year is extended beyond 180 days in any given year, the 190-day Administrators shall be compensated at the rate of 1/180th of their respective annual salaries for each day of any such extension.
6. During the school years covered by this Agreement, school will be suspended on Saturdays, Sundays, all of the usual holidays, from noon on the day before Thanksgiving until the following Monday, and during the customary Christmas, Winter (February) and Spring (April) vacation periods.
7. If any student or parent conference with an Administrator begins during the fifteen (15) minute period between the end of the school day and the end of the Administrator's work day, the Administrator

shall continue the conference until completion even if it extends beyond the end of the Administrator's work day.

B. Duty-Free Lunch Period

Every Administrator shall be provided with at least a thirty (30) minute lunch period during the school day.

C. Leaving School Buildings

Administrators may leave their buildings with authorization of the Superintendent and/or Deputies during the school day if they are on school business.

D. After School Meetings

1. The parties agree that attendance at PTA meetings is voluntary.
2. Whenever possible, conferences with parents shall be conducted by prior arrangement between the parent and the Administrator.

E. Building-Based Program Specialists

The work day for all building-based Program Specialists during the summer shall be 7:45 a.m. – 12:00 p.m. from the first business day after the last day of school through the first Friday in August.

ARTICLE VI
MISCELLANEOUS PROVISIONS

A. Discipline Code

Prior to the adoption of the Discipline Code, the Association shall receive a copy and retain the right to make comments concerning said code. Administrators shall render whatever assistance in disciplining students may be required under the circumstances within their respective areas of responsibility.

B. Notices and Announcements

1. A directory of personnel in the Lynn School Department shall be made available to all Administrators.
2. Information on the accumulated sick leave for each Administrator shall be sent to each Administrator at the beginning of each school year. The information should be transmitted in a sealed envelope.

C. Scholarship Standards

The parties agree that continuing study will be given to suiting the curriculum to the student and developing optimum teaching-learning conditions.

D. Training Teachers

1. Advance notice and consultation with the Administrator are prerequisites to the assignment of student teachers.
2. Vouchers for supervising teachers shall be distributed by the Principal within his building upon an equitable basis. If not used in the building, vouchers shall be sent to the Administration Building.

E. Safety and Health Standards

The school department shall conform with all Massachusetts safety laws.

F. Termination of Employment

The required notice of termination of employment is thirty (30) days.

G. Transporting Children

1. Under no circumstances shall any Administrator be required, requested or expected to transport any children in his/her automobile.

2. The Committee agrees that if transportation of a child is required, to wherever is necessary, a taxi will be called and paid for by the Principal, who will be reimbursed by the School Committee.
3. Enactments of the School Committee, the executive directives of the Superintendent of Schools and/or his designees, and the memoranda of Supervisors, shall be made in writing prior to the effective date for implementation of such instructions by Administrators.
4. A copy of the notices of scheduled School Committee meetings will be sent to the Association President at least twenty-four (24) hours prior to said meeting. As soon as possible after such meetings, the Association will be provided with a copy of the minutes. This section shall not apply to meetings of the Committee in executive session.

H. Guidance Counselors and Department Heads

Although Guidance Counselors and Department Heads will not be regularly assigned to routine supervisory duties that are customarily performed by Teachers such as corridor duty, rest room duty, lunch room duty, perimeter duty and calling absentees, they may be called upon by the Principal of their building on an irregular basis to perform such supervisory or disciplinary responsibilities as may be within the scope of their particular qualifications and duties. In consideration of the Guidance Counselors' base salary level being increased to the same level as that of the Department Heads effective as of August 1, 1995, it is further specifically agreed that the Guidance Counselors will perform such other administrative duties that are assigned to them by the Principal of their school provided that such other administrative assignments are made on a temporary or irregular basis as opposed to being made on a permanent or regular basis.

I. Personnel Files

Whenever a letter of reprimand, warning or criticism of any kind or any similar type of document is placed in any Administrator's file, he/she shall be provided with a simultaneous copy and shall also be given a reasonable time within which to prepare a response or rebuttal which shall then be

attached to the letter or other document that has been placed in the Administrator's personnel file. In the event that an LSAA Member receives discipline, such discipline may be removed from the Member's Personnel File if there are no similar occurrences within a three (3) year period from the date that the disciplinary action was imposed.

ARTICLE VII LEAVES OF ABSENCE

A. Association Leave

An Administrator who is an officer of the Association or who is appointed to its staff shall, upon proper application in May of the previous year, be given a leave of absence without pay for the purpose of performing duties for the Association. Such leave shall not exceed thirty (30) days.

Administrators given leaves of absence without pay shall receive credit toward annual salary increments on the schedules appropriate to their rank, together with any salary increment appropriate while on leave.

B. Sick Leave

1. In case of personal illness, or accident, or illness in the immediate family (parent, spouse, child, brother, sister or other relationship determined by the Superintendent of Schools), Administrators who are regularly employed shall be allowed absence during the school year, exclusive of Saturdays, Sundays and holidays, without loss of pay.
2. Twelve (12) month Administrators will be granted eighteen (18) days of sick leave as of July 1st of each year and 190-day Administrators will be granted fifteen (15) days of sick leave at the start of each school year. Administrators shall accumulate all unused sick leave days from year to year. Administrators shall be permitted to utilize their Sick Leave in one-half (1/2) or one -quarter (1/4) day increments.
3. Administrators completing twenty (20) years of service shall be entitled to apply for a maximum of two (2) thirty-two (32) day sick leave extensions.

4. After thirty (30) consecutive days of absence, the School Committee has the right to send an Administrator to a physician chosen by the School Committee at School Committee expense. If the Administrator's physician and the School Committee's physician disagree, the School Committee reserves the right to send the Administrator to a third doctor not affiliated with the first or second at School Committee expense. The Administrator will be bound by the majority opinion of the physicians visited.
5. Any Administrators in the Lynn School Department excluded or removed from employment on account of tuberculosis in a communicable state shall be carried on sick leave with pay for the entire period of such exclusion or removal, but in no case for more than two (2) years, and for such further additional period as they may be entitled to under the regulations of the Lynn School Committee.
6. There shall be established a Sick Leave Bank under the following conditions:
 - a. An accurate accounting of the number of days that are currently in the Sick Leave Bank as of the present date shall be supplied to the LSAA during these negotiations, subject to confirmation by the LSAA. Thereafter, by no later than October 1 of each contract year, the School Committee shall provide the LSAA with an accurate accounting of the number of days that were deposited to, and withdrawn from, the Sick Leave Bank during the previous contract year (August 1 – July 31).
 - b. In order to be a member of the Sick Leave Bank and to therefore be eligible to receive sick leave days from the Bank, an Administrator must donate a minimum of one (1) day to the Sick Leave Bank each contract year which shall be donated on September 1.
 - c. In the event that the number of days in the Sick Leave Bank drops below fifty (50) days, the Sick Leave Bank Committee may assess each member of the Administrative Bargaining

Unit who has voluntarily joined the Sick Leave Bank up to two (2) sick leave days in a given contract year.

- d. In addition to becoming a member of the Sick Leave Bank through voluntary donation as set forth in Section 2 above, the following prerequisites must also be met before the Sick Leave Bank Committee may consider an Administrator's application to draw from the Sick Leave Bank:
 - 1. The Administrator must have thirty (30) days of sick leave in his/her own sick leave account as of the start of the contract year (August 1) in which the Sick Leave Bank days will be utilized.
 - 2. The Administrator must exhaust all of his/her own accumulated sick leave days and personal days.
- e. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee comprised of three (3) members designated by the Association's Executive Board and two (2) members designated by the School Committee to serve for a period of two (2) years. The Sick Leave Bank Committee shall receive all requests for utilization of the Sick Leave Bank. All decisions of the Sick Leave Bank Committee shall be made by a majority vote of the members present and there must be at least two (2) members present to constitute a quorum for any vote to be taken.
- f. All requests by Administrators seeking an award of sick leave days from the Sick Leave Bank must be in writing and accompanied by a detailed statement from the attending physician of the nature of the Administrator's illness and probable return to work date. The Administrators' Sick Leave Bank Committee will then review the request and either approve it or deny it based upon the following factors:
 - 1. The merits of the request and the medical documentation provided by the Administrator which demonstrates that the Administrator has a personal illness or injury that warrants immediate and necessary

care by a physician and prevents the Administrator from working. The Sick Leave Bank Committee may elect to rely upon the original medical documentation submitted by the Administrator in making its determination or it may request the Administrator to provide additional information in order to clarify his/her request or the nature of the Administrator's personal illness or injury.

2. The Administrator's prior utilization of his/her own personal sick leave.
 - g. The Sick Leave Bank Committee will render a determination within fifteen (15) days after receipt of an Administrator's request (or within fifteen (15) days of receipt of all pertinent information in the event that the Sick Leave Bank Committee has requested additional information). Further, the determination of the Sick Leave Bank Committee shall be final and binding and shall not be subject to the Grievance Procedure that is contained in the LSAA's Collective Bargaining Agreement.
 - h. If an Administrator's application is approved, the initial grant of sick leave by the Sick Leave Bank Committee shall not exceed thirty (30) days. Upon completion of the thirty (30) day period, the period of entitlement may be extended by the Sick Bank Leave Committee upon demonstration of need by the applicant consistent with the standards that are set forth in this Article.
 - i. In no event shall an Administrator's grant of sick leave days from the Sick Leave Bank exceed the number of days in an Administrator's contractual work year for any one personal illness or injury. In addition, access to the Sick Leave Bank shall be limited to an Administrator's own personal illness or injury and shall not be granted for the personal injury or illness to an Administrator's family member.

- j. Any Administrator who draws days from the Sick Leave Bank shall be entitled to all other benefits for which he/she would be eligible if he/she were on regular sick leave.
7. An Administrator who has used fewer than a total of five (5) sick days for the school year may elect to redeem sick days in a lump sum cash payment in accordance with the following schedule:

<u>Unused Sick Days</u>	<u>Sick Days Used</u>	<u>Available Redemption</u>
18 or 15	0	5
17 or 14	1	4
16 or 13	2	3
15 or 12	3	2
14 or 11	4	1
13 or 10	5	0

Prior to the close of school in June of each year, the School Department will notify each qualifying Administrator of the number of days he may redeem. Such compensation shall be payable on or before July 15th following the end of the school year.

Unredeemed sick days will be accumulated in the manner provided in Section B,2 of this Article.

Members of the Sick Leave Bank as set forth in Section B,6 of this Article shall not suffer any loss of available redemption following the assignment of one sick day annually to the bank.

C. Sabbatical Leave

1. Sabbatical leaves shall be granted only to personnel who are on tenure in the Lynn Public Schools. The number of leaves to be granted shall be determined each year by the School Committee.
2. Applications from eligible applicants must be submitted prior to April 15th for leave beginning the following September.

3. Each application must include a proposed plan of study, travel or research, a statement of the applicant's professional purpose and the expected value to the Lynn Public Schools.
4. In granting sabbatical leaves, the School Committee will take into consideration the recommendations of the Superintendent and the decision of the School Committee shall be binding.
5. Personnel granted sabbatical leaves will receive full pay for one semester or half pay for one year. Tenure, regular salary increments and status shall not be impaired.
6. Prior to the granting of such leave, an applicant shall enter into a written agreement with the Lynn School Committee that, upon termination of such leave, he will return to service in the Lynn Public Schools for a period equal to twice the length of such leave and that, in default of completing such service, he will refund to the School Committee an amount equal to such proportion of salary received by him while on such leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered, unless this failure is due to illness, disability or death, and shall be so stated on his record.

D. Personal Leave

Twelve (12) month Administrators shall be granted six (6) days of personal leave annually and 190-day Administrators shall be granted four (4) days of personal leave annually. Administrators shall be permitted to utilize their Personal Leave in one-half (1/2) or one-quarter (1/4) day increments. Personal leave shall not be used for the purpose of extending vacations or holidays. Permission for such leave is to be determined prior to the leave based upon present categories. Any unused personal leave days shall be added to an Administrator's accumulation of unused sick leave days. Administrators must request a personal day during the months of December, May and June fifteen (15) school days in advance except in an emergency. Administrators shall state reason of said emergency and reason will not be used for denial of leave.

E. Funeral Leave

1. Four (4) days' funeral leave up to and including the funeral shall be granted to Administrators upon the death of anyone in the immediate family or anyone residing in the same household with the Administrator. An Administrator's mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent and grandchild shall be considered to be a member of his/her immediate family for the purposes of this section. The preceding shall also apply to step relatives. Funeral Leave shall be used in full within five (5) consecutive week days, unless the day of the funeral and/or burial itself takes place out of the 5 week day time frame, in which case an Administrator is entitled to use their 4th day.
2. Permission to attend the service shall be granted to at least one Administrator per building in the case of the death of an Administrator retired from that building.
3. School closing during the hours of a funeral, for one session, shall be allowed on the death of an Administrator in that school.
4. Funeral Leave of one (1) day shall be allowed on the death of an aunt, uncle, niece, nephew or in-laws. Specific in-laws include aunt-in-law, uncle-in-law, niece-in-law, nephew-in-law and grandparent-in-law if not living in the household. One or two personal days may be used in addition to the one day allowed. This is to be used for cases where travel or extenuating circumstances occur.
5. Additional funeral leave days for out of state travel may be granted at the direction of the Superintendent.

F. Military Leave

Military leave of absence, without pay, may be granted to an Administrator inducted into the armed forces for the required length of service, according to the terms of the Selective Services and Training Act of 1940, and subsequent amendments by Congress.

G. Organized Reserve Forces

Every person who is a member of a reserve component of the Armed Forces of the United States shall be granted, in accordance with Section 59 of Chapter 33 of the General Laws, leave of absence, without loss of pay, during the time of his annual tour of duty as a member of such reserve component; provided, however, that such leave shall not exceed seventeen (17) days.

H. Maternity Leave

1. Upon reasonable notice to the Superintendent of Schools, an Administrator shall be granted a maternity leave of absence without pay to become effective at her discretion and to terminate not more than two (2) years after the termination of pregnancy. However, to continue working after the sixth (6th) month of pregnancy, the Administrator shall secure a medical doctor's certificate stating that such pregnancy will not interfere with her health and her physical ability to perform the duties of an Administrator.
2. An Administrator on maternity leave shall notify the Superintendent of Schools of her intent to return to work at any time during the two (2) year period after termination of pregnancy subject to the requirement that at least thirty (30) days advance notice of the intended date of return must be given.
3. If an Administrator fails to return from the maternity leave by the expiration of the two (2) year period, her employment shall be terminated.
4. Unless the Administrator notifies the Superintendent of Schools during the two (2) year period of the date of her availability to return within the two (2) year period of the maternity leave, her employment shall be terminated.
5. An Administrator returning from maternity leave will be reinstated to her previous position, if there is a vacancy, or to another comparable vacant teaching position for which she is qualified.

6. The Administrator returning from maternity leave will retain all her previous rights.
7.
 - a. Administrators shall be entitled to receive compensation for accumulated sick leave days for any time period during which they are disabled due to pregnancy, childbirth or related conditions.
 - b. Administrators, at their option, are entitled to use fewer sick leave days than the amount for which they are eligible.
 - c. Administrators shall be paid for the sick leave days at the applicable rate as of the time period for which the sick leave is claimed.
 - d. The Committee may request medical verification of the disability forty-two (42) calendar days from the date of delivery in order for the Administrator to continue the use of sick leave benefits.
 - e. The use of accumulated sick leave days under this section shall not affect an Administrator's right to elect to redeem sick leave days pursuant to Article VII, Section B,5 of this Agreement.

I. Visiting Days

Administrators shall be permitted to visit in other schools of the City of Lynn or in other cities and towns to observe teaching techniques and inspect teaching materials. Permission for such activity shall be obtained from the Superintendent.

J. Jury Duty

Any Administrator who serves on jury duty shall be paid the full difference between the jury duty pay and his regular salary.

K. An Administrator in the bargaining unit shall be granted a leave of absence of one (1) school day with pay to attend commencement exercises at which

he/she will be awarded a degree such leave to be granted only in the event that the commencement exercises occur on the school day in question.

- L. An Administrator in the bargaining unit shall be granted a leave of absence with pay for one (1) day to attend commencement exercises excluding K-6 at which his/her wife, husband, son, or daughter will be awarded a diploma or degree such leave to be granted only in the event that the commencement exercises occur on the school day in question.
- M. An Administrator shall be granted his/her regular salary without loss of pay when required to report for a Selective Service Examination.

ARTICLE VIII PROFESSIONAL IMPROVEMENT

- A. Any members of the Association required by the School Committee to attend summer or out-of-school-time conferences shall be paid at their prorated rate of salary based on a school year of 180 days.
- B. The Superintendent shall meet once a month with representatives of the Association - or either more or less frequently by mutual agreement - in order to discuss matters of mutual professional concern such as, but not limited to, the working conditions of the Guidance Counselors and Department Heads.

ARTICLE IX OTHER PROVISIONS

- A. Legal services and advice in matters related to their employment shall be made available to Administrators at the direction of the Superintendent to whom requests for such legal services and advice are to be made.
- B. The supervisory travel allowance shall be \$1,000 per year. A mileage allowance of twenty cents (\$.20) per mile shall be granted to those Administrators who do not receive the supervisory travel allowance for automobile use outside the City of Lynn on official school business. The Guidance Counselors shall be entitled to the contractual mileage allowance for the use of their automobiles in connection with their jobs.

- C. The Social and Emotional Learning Sub-Committee convened during the negotiation of this Contract and issued the following recommendations that are being incorporated into the Contract:
1. The School Adjustment Counselors shall have their titles changed to Clinical Supervisors.
 2. The Job Description for the Clinical Supervisor position is attached to the Memorandum of Agreement for the Contract.
 3. All School Adjustment Counselors shall remain employed as Clinical Supervisors and shall retain all contractual and legal rights to which they are entitled.
 4. The Sub-Committee has recommended the addition of four (4) more Clinical Supervisors, subject to School Committee approval. These and any additional Clinical Supervisors shall be posted and filled in accordance with Article XIII of the Contract.
 5. Guiding Principles. The LSAA and the School Committee agree as follows:
 - A. Equity in the workload of Clinical Supervisors is a common goal. To that end, the School Committee will exert its best efforts to create cohorts with Clinical Supervisors responsible for no more than three (3) schools and with caseloads that are as equitable as possible.
 - B. The School Committee will exert its best efforts to ensure that caseloads for Guidance Counselors and School Psychologists are in accordance with the recommendations of their professional associations (MASCA and ASCA).
 - C. The School Committee will exert its best efforts to ensure that Clinicians, Guidance Counselors and Psychologists have adequate and dedicated space within buildings to perform their duties and responsibilities.

6. The School Committee shall provide professional development and training before and during the 2020 – 2021 school year and ongoing thereafter concerning SEL issues such as, but not limited to, training the large number of new Clinicians that will be hired, ensuring that the software that is utilized is optimal and both Clinical Supervisors and Clinicians are trained to utilize the software.

ARTICLE X
DEPARTMENT HEADS

- A. Department Heads will have a maximum teaching load of two (2) classes per day which, to the extent possible, will be scheduled in the morning. The Supervisory Travel Allowance for Department Heads shall be eliminated effective with the 2014 – 2015 school year unless Department Heads are specifically assigned to assume responsibility for coordinating Junior High School programs by mutual written agreement of the Association and the Superintendent.
 1. Department Heads may be assigned up to two (2) days of Professional Development above and beyond what is offered to other LSAA Members during any one of the following periods of time:
 - A. Utilize two (2) of the four (4) days before and four (4) days after the school year that the Department Heads are required to work as part of their normal work year.
 - B. Utilize two (2) of the four (4) days before and four (4) days after the school year that the Department Heads are required to work as part of their normal work year during another time period over the summer with advanced notification after survey of members, preferably one (1) day before start of school year and one (1) day after the school year.
 - C. Roll the Professional Development into the planned early release days in the new schedule.

- B. Certain other issues involving the Department Heads were resolved by the settlement of an arbitration case dated September 21, 2000 which is hereby incorporated by reference.
- C. There shall be a separate telephone line at each High School that will be reserved for the exclusive use of the Department Heads in each such building.
- D. The School Committee shall make a good faith effort to provide reasonable clerical services for the Department Heads in each High School within the existing complement of clerical employees.
- E. Department Heads employed at Lynn Vocational Technical Institute who voluntarily attend the Massachusetts Administrators Vocational Association's annual two (2) day summer conference shall be compensated at their per diem rate for the number of days attended.

ARTICLE XI
ASSOCIATION PRIVILEGES AND RESPONSIBILITIES

A. Fair Practices

As sole collective bargaining agent, the Association will continue its policy of accepting into membership all eligible persons in the unit without regard to race, color, creed, national origin, sex or marital status. The Association will represent equally all persons eligible for membership in the Association. The Committee agrees to continue its policy of not discriminating against any person on the basis of race, color, creed, national origin, place of residence, sex or marital status.

B. Agency Service Fee

Any member of the bargaining unit who is not a member of the Administrators' Association and who was first employed in the Administrators' bargaining unit on or after August 1, 1973 shall be required, as a condition of employment, to pay an agency service fee to the Administrators' Association. Such payment is to be no more than or less than the dues required of a member of the bargaining unit who is a member

of the Administrators Association. The fee shall be considered as payment for the costs of collective bargaining and contract administration.

C. Dues and Agency Service Fee Checkoff

The Association may secure authorization for payroll deductions of dues and agency service fees. Such authorizations may be revocable as provided by law. The Committee will request the Treasurer of the City of Lynn to submit such sums in total to the Association's Treasurer.

D. Allowed Time for Association Negotiations

1. A committee of Association representatives, not to exceed more than five (5) members, shall meet after school hours once a month with the Superintendent of Schools for consultation on matters of educational programs, curriculum and problems of mutual concern. Both parties may submit items for the agenda.

E. Protection of Individual and Group Rights

Nothing contained herein shall be construed to prevent the Committee, a member of the Committee or its designated representatives, from meeting with any Administrator for expression of the Administrator's views. Any views so expressed shall be the Administrator's views and shall not bind the Association in any way.

F. Information

The Committee shall make available to the Association, upon its reasonable request, all records relevant to negotiations or necessary for the proper enforcement of this Agreement.

G. Positions In Bargaining Unit

1. The School Committee shall provide the Association annually during the month of September with a list of the current members of the bargaining unit, their job titles, work year and salary. The list shall be updated as necessary to reflect any changes during the course of the school year.

2. The School Committee shall provide the Association with up-to-date copies of the job descriptions for all bargaining unit positions.
3. All proposed postings for positions within the administrative bargaining unit in the Lynn Public Schools shall be submitted to the Association for review and approval at least forty-eight (48) hours prior to being posted.

H. Existing Laws and Regulations Preserved

The rights and benefits of persons provided herein are in addition to those provided by City, State or Federal Law, rule or regulation, including without limitation all applicable tenure, pension or education laws and regulations.

I. Cost of Printing Contract

The parties agree to share equally the cost of the printing of this contract.

J. Association Benefits Officer

1. The Association shall appoint as the Association Benefits Officer an Administrator who shall be knowledgeable regarding the following matters so that he or she may provide the members of the bargaining unit with appropriate information, guidance and direction:
 - a. The Health Insurance plans offered by the City.
 - b. The Life Insurance Plans offered by the City.
 - c. The statutory retirement plans and benefits that are available for members of the bargaining unit.
 - d. 403(B) and any similar type plans.
 - e. The compensation and fringe benefit structure of the collective bargaining agreement.
 - f. Any other statutory, contractual or other benefits for which members of this bargaining unit may be eligible.

2. It is agreed that this provision shall not impose any additional obligations on the School Committee other than those which already exist either by law or by contract.

ARTICLE XII HANDLING OF NEW ISSUES

The Committee agrees it will make no changes in matters of collective bargaining import not covered by this Agreement which are proper subjects for collective bargaining without prior consultation and negotiation with the Association.

By the Association:

In any matter not covered in this Agreement which is a proper subject for collective bargaining, the Association may raise issue with the Committee for consultation and negotiations; except that the Association shall not seek to renew, to be effective during this Agreement, any question introduced, debated and settled, either negatively or affirmatively, during the bargaining prior to final settlement.

Being a mutual agreement, this instrument may be amended at any time by mutual consent.

ARTICLE XIII VACANCIES AND PROMOTIONS

- A. Whenever a vacancy occurs in any administrative position covered by this Agreement, it shall be posted and otherwise adequately publicized by the Superintendent. Such posting and other publicity must occur within one week after the beginning of the vacancy in the administrative position and shall continue for at least two weeks thereafter.
- B. The qualifications for the vacant position, its duties and responsibilities, and its base salary shall be clearly set forth in the posting and other publicity for the position.

- C. All Administrators will be provided with an adequate opportunity to apply for such administrative vacancies and the School Committee shall give due weight to the professional background and attainments of all of the Administrator-applicants, the length of time that each has been employed in the Lynn Public Schools and other relevant factors.
- D. If the qualifications of two or more Administrator-applicants for the same position are substantially equal and if there is no non-Administrator-applicant with clearly superior qualifications, the Administrator-applicant with the greatest seniority shall be recommended to the School Committee by the Superintendent to fill the vacant position. If the qualifications of an Administrator-applicant and a non-Administrator-applicant for the same position are substantially equal, the Administrator-applicant shall be recommended to the School Committee by the Superintendent to fill the vacant position. In each of the foregoing situations, the determination of relative qualifications shall be made in the discretion of the Superintendent, which discretion shall be exercised in an appropriate manner.
- E. Permanent appointments to vacant administrative positions shall be made no later than by the end of the school year in which the vacancy occurs. Such vacancies may be filled by a temporary acting appointment until such time as a permanent appointment is made, provided that such a temporary acting appointment may not continue beyond the end of the school year in which the vacancy occurred.

ARTICLE XIV
REDUCTION IN FORCE

- A. Before the School Committee takes any action to reduce the number of positions in the bargaining unit represented by the Association, either it or its attorney or other designated representative will provide the Association with advance written notification that it is considering the possibility of doing so and will comply with all relevant statutory requirements.
- B. It is agreed that a reasonable effort shall be made to accomplish any such reduction through normal attrition.
- C. In the event that any such reduction cannot be accomplished through normal attrition, the following provisions shall be applicable:

1. For any member of the bargaining unit as of July 31, 2010, total seniority within the Lynn School System shall govern the order of reduction from any classification within the bargaining unit.
2. Any such member of the bargaining unit who is reduced from his/her classification based upon his/her seniority as provided in the preceding paragraph shall have the right to bump into any other administrative position in the Lynn Public School System in which he/she has previously served, whether or not that position is within the bargaining unit, provided that his/her seniority in the Lynn Public School System is greater than that of someone who is then currently serving in that position.
3. Any such member of the bargaining unit who does not have an administrative bumping right pursuant to the preceding paragraph shall have the right to be transferred to any teaching position in the Lynn Public School System for which he/she is certified provided that his/her seniority in the Lynn Public School System is greater than that of someone who is then currently serving in that position.
4. For the purposes of this Article, any such employee's seniority in the Lynn Public School System shall be computed from the initial date of his/her continuous employment in the Lynn Public School System. If any employee has been granted a leave of absence for any reason, the period of the leave of absence shall be included in the computation of his/her seniority. However, if an employee's service has been terminated by a prior voluntary, lawful resignation, his/her service prior to the resignation shall not be included in the computation of his/her seniority.
5. In the case of any Administrator who is appointed to a position in the Administrators' bargaining unit on or after August 1, 2010, his/her total seniority either for the purpose of being reduced from his/her classification pursuant to Section 1 above or for the purpose of exercising his/her right to be transferred into any other administrative position in the Lynn Public School System in which he/she has previously served pursuant to Section 2 above shall be computed from the initial date of his/her continuous employment in the Administrative bargaining unit. However, for the purpose of

exercising his/her right to be transferred to a teaching position in the Lynn Public School System pursuant to Section 3 above, any such reduced Administrator's total seniority shall be computed from the initial date of his/her continuous employment in the Lynn Public School System.

6. Any member of the bargaining unit who is to be reduced from his/her classification as a result of a reduction in force shall be given the statutory notification. A reasonable effort shall be made to have any such reduction become effective as of the last day of that fiscal year.
7. Any member of the bargaining unit who is reduced from his/her classification pursuant to this Article shall retain the right to be recalled to the first vacancy which develops in that classification. Recalls will be made in the order of the employees' seniority as herein defined with the last employee to be reduced from a particular position being the first one to be recalled to it. It is agreed that this clause shall be carried over intact into the next contract between the parties.

ARTICLE XV GRIEVANCE AND ARBITRATION PROCEDURE

A. Definitions

1. A "grievance" is a claim based upon a dispute, event or condition which affects the terms and conditions of employment of an Administrator or group of Administrators and/or the interpretation, meaning or application of any of the provisions of this Agreement.
2. An aggrieved person is the person or persons making the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the working conditions of Administrators. Both parties agree that these proceedings will be

kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing contained herein will be construed as limiting the right of any Administrator having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given an opportunity to be present at such adjustment and to state its views.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the timetable specified at each level should be considered as a maximum and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this Grievance Procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to any party, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

a. Level 1.

An Administrator with a grievance will first discuss it with his immediate superior, either directly or through the Association's designated grievance representative, with the objective of resolving the matter informally.

b. Level 2.

If the grievance is not resolved satisfactorily at Level 1, it may be submitted in writing to the Superintendent of Schools by the aggrieved person and/or by the Association within ten

(10) school days after its presentation at Level 1. Group grievances, class action grievances, grievances affecting two or more Administrators having different immediate superiors, grievances by Administrators who have no immediate superior other than the Superintendent of Schools and Association grievances shall be instituted in writing at Level 2. The Superintendent shall meet with the aggrieved person and/or Association representative(s) within five (5) school days of his receipt of the grievance and he shall submit his written answer to the grievance within five (5) school days thereafter.

c. Level 3.

If the Superintendent's written answer does not satisfactorily resolve the grievance at Level 2, the Association may, within thirty (30) calendar days after its receipt of the Superintendent's written answer, submit the grievance to the American Arbitration Association for a final and binding determination. The arbitrator will be selected pursuant to the rules and procedures of the American Arbitration Association. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator will be submitted to the School Committee and the Association and will be final and binding upon the parties. The cost for the services of the arbitrator, including per diem expenses, if any, and his travel and subsistence expenses and the cost of any hearing room will be borne equally by the School Committee and the Association. All other costs will be borne by the party incurring them.

D. It is agreed that, in consideration for the Association's consent to the removal of the School Committee level from the contractual grievance procedure, the School Committee has granted full authority to the Superintendent to resolve all grievances with the Association in whatever

manner he deems appropriate irrespective of whether any such resolution might override or reverse a prior vote or action of the School Committee.

E. Rights of Administrators to Representation

An Administrator may be represented at all stages of the grievance procedure through Level 2 by himself, or, at his option, by a grievance representative, selected by the Association. If an Administrator is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

F. Scope of Grievance Settlements or Arbitrators' Decisions

In order to eliminate the need for instituting multifarious grievances, it is agreed that the resolution of any aggrieved person's grievance, whether resulting from the agreement of the Committee and the Association or from the decision of an arbitrator, will be applicable to all similarly-situated members of the bargaining unit.

ARTICLE XVI
SAVINGS CLAUSE

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by the law and substitute action shall be subject to appropriate consultation and negotiation with the Association. In the event that any provision of this Agreement is or shall be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE XVII
RESOLUTION OF DIFFERENCES
BY PEACEFUL MEANS

The Association and the Committee agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Association shall, for the term of this Agreement, not engage in, instigate, or condone any strike, work stoppage or any concerted refusal to perform normal work duties.

ARTICLE XVIII
EVALUATION PROCESS AND PROCEDURES

A. SCOPE AND PURPOSE

1. The general purpose of evaluation under G.L. c. 71 and 603 CMR 35.00 is to insure that every school district has a system to enhance the professionalism and accountability of teachers and administrators which will enable teachers and administrators to assist all students to perform at high levels.
2. The specific purposes of evaluation under G.L. c. 71 and 603 CMR 35.00 are:
 - a. To provide information for the continuous improvement of performance through an exchange of information between the person being evaluated and the evaluator, and
 - b. To provide a record of facts and assessments for personnel decisions.
3. The new Evaluation Procedure, Forms and Rubrics that will be utilized for all Administrative Bargaining Unit positions that require a DESE License shall be incorporated into the Contract by reference as Appendix G effective as of the 2014 – 2015 school year. The current Evaluation Procedure that is contained in Article XVIII of the Contract shall be retained for all Bargaining Unit positions that do not require a DESE License and the current timelines shall be aligned to the timelines in Appendix G.

B. EVALUATION PROCESS

Each Administrator will be evaluated annually. The evaluation process will begin with a pre-conference which shall be held prior to October 15, the agenda for which follows below:

- Review of the evaluation instrument.
- Review of the Professional Standards for Administrators (see Appendix A).

- Development of the Administrator’s Professional Development Plan.
- Framing of the Administrator’s three goals for the school year. (Each Administrator’s specific duties and responsibilities will serve as the basis for the goals.)

(The Pre-conference form will be completed at the session.)

Each Administrator’s progress toward three stated goals will be reviewed at least twice during the year. Save for the final review of the year, meetings will be in the framework of formative assessment, involving discussion of progress toward the goals. The final review will involve the evaluator’s summative assessment, which includes ratings using the following criteria:

- | | | |
|-------------------------------|---|-------------------------------------|
| • Meets Expectations | = | Performance meets or exceeds goal |
| • Meets Expectations, in part | | Performance meets the goal, in part |
| • Does Not Meet Expectations | | Performance fails to meet the goal |

(The evaluator will record formative assessment findings for each goal in the Formative Assessment Form, and will record summative assessment findings in the Summative Assessment Form.)

C. EVALUATION PROCESS AND TIMELINES

1. As part of the evaluation process, it will be the duty of the evaluator to initiate a meeting with the evaluatee by October 15 to:
 - a. Discuss the applicable principles of effective administrative leadership as set forth in Appendix A entitled “Professional Standards for Administrators”;
 - b. Consider those principles in relation to the Administrator’s specific duties and responsibilities (approved job description); and,

- c. Set goals for the current school year.

In this discussion(s), the evaluator and evaluatee will identify those principles and related standards (specific job duties and responsibilities) that will serve as the basis for the evaluation.

From this discussion, a maximum of three goals will be developed as they apply to the principles and related standards; however, each Administrator's specific duties and responsibilities will serve directly as the basis of the goals.

These goals will be noted on a pre-evaluation conference form (see Appendix B). Also, attached to this form will be a copy of the Professional Standards for Administrators (Appendix A) as they apply to that Administrator and a copy of the job description of that Administrator.

The pre-evaluation conference form will also indicate the meeting date(s) and be signed and dated by both the evaluator and the evaluatee.

2. Before February 15, the evaluator and the evaluatee may, at the option of the evaluator, meet for a mid-year review, if the evaluator has concerns about the attainment of the goals to date by the evaluatee.

The evaluator will identify specific areas of concern, state the reasons for his/her concern and outline recommendations for improvement.

The meeting date, as well as the areas of concern and the recommendations for improvement as put forth by the evaluator, will be noted on the Formative Assessment Form (Appendix C), which will be signed and dated by both the evaluator and the evaluatee.

The evaluatee may respond in writing to the mid-year review by March 1. This response will then be attached to the mid-year review.

3. The evaluator shall complete a Summative Evaluation report

(Appendix D) and deliver it to the evaluatee between May 15 and June 10. Either party may request and receive an in-person conference which, if requested, shall occur before the evaluator completes the Summative Evaluation report and delivers to the evaluatee. During the conference, the evaluator and the evaluatee will discuss the evaluatee's progress meeting the goals identified on the pre-evaluation conference form (Appendix B).

In the event that an Educator will be non-renewed at the conclusion of a given contract year, the Educator shall be provided with his/her Summative Evaluation report on May 15 and shall also be provided with written notification of his/her non-renewal on May 15 as well.

Prior to and during the conference, the evaluatee will be given the opportunity to submit documentation for consideration by the evaluator.

The evaluatee may respond in writing to the written evaluation within seven school days of its receipt.

Copies of the Summative Assessment Form, related forms and the evaluatee's written response will be placed in the evaluatee's personnel file.

The Summative Assessment Form (Appendix D) will indicate the evaluatee's progress in achieving the three designated goals. Each goal will be addressed individually by the evaluator and specific comments, commendations, concerns and/or recommendations will be included.

A summary paragraph will be included, followed by an overall performance rating of "meets expectations", "meets expectations in part" or "does not meet expectations" will be indicated.

The meeting date will be noted on the Summative Assessment Form (Appendix D) which the evaluatee will sign as an indication only that Appendix D has been presented to him/her.

D. CONTINUED EVALUATION OF ADMINISTRATORS

If an evaluatee receives an overall performance rating of “meets expectations” or “meets expectations in part”, the evaluatee will continue in the evaluation cycle, process and timelines, as outlined in paragraphs B, C and D of this Article.

If an evaluatee receives an overall performance rating of “does not meet expectations”, the evaluator and evaluatee will target the improvement area during the next year’s pre-evaluation conference and document on Appendix B the specific area of focus.

E. EVALUATEE’S RIGHTS

1. The evaluatee, at any time during the evaluation cycle, may ask for a member of the Board of Directors of the Association to be present at the final evaluation meeting, if he/she so desires.
2. If the evaluatee contends that the evaluation procedure that is set forth herein was not properly followed in the process that resulted in his/her evaluation for any given year, he/she will have the right to file a grievance complaint with the Association, which may then be processed in accordance with the contractual grievance and arbitration procedure. This right is limited to the procedure that was followed in evaluating an employee for any given year.

F. IMPLEMENTATION OF THE EVALUATION PROCESS AND PROCEDURE

1. In order to implement the foregoing evaluation procedure in an orderly manner, it shall be implemented as follows:
 - (a) No member of the bargaining unit will be evaluated until his/her evaluator has had adequate training in the evaluation process and that training has been approved by both the Superintendent and the Association.
 - (b) Each Administrator’s specific job duties and responsibilities will serve as the basis for setting the goals upon which he/she will be evaluated. Each Administrator will, in conjunction

with the Association, review his/her specific job duties and responsibilities during the first year of this Agreement in order to insure that it accurately reflects the work that he/she is supposed to be doing.

- (c) The goals will be the same for all of the Administrators in any multi-person administrative position.

ARTICLE XIX
DURATION

This Agreement shall be in effect as of July 1, 2018 and shall continue in full force and effect until June 30, 2021. Negotiations for a subsequent Agreement will commence upon demand of either party.

Signed:
For the School Committee,
City of Lynn

Signed:
For the Lynn School
Administrators Association

APPENDIX A

Professional Standards for Administrators

I. Leadership

- Articulates vision and mission.
- Reviews, evaluates, and revises instructional programs on the basis of sound information and relevant data.
- Knows and encourages appropriate uses of instructional technologies.
- Promotes activities that honor academic excellence.
- Involves staff in working out and implementing professional development plans that are related to improved student learning.
- Helps staff align their curriculum with the state's curriculum frameworks.
- Understands principles of mentoring and provides new teachers with mentors.
- Encourages experimentation and evaluation of new pedagogical approaches.

II. Administration

- Has effective oral and written communication skills.
- Uses effective methods of personnel selection, supervision, and evaluation.
- Practices relevant fiscal management policies and procedures.
- Uses technology appropriately for his or her professional position.
- Acts with integrity, fairness, and professionalism.
- Understands plant facilities and equipment management.

III. Equity

- Assures presence and quality of educational programs that address the needs, interests, and abilities of all students.
- Provides programs or activities that help all students acquire a positive civic identity and see themselves as integral members of our civic communities.
- Fosters understanding that achievement is the result of effort.
- Helps all students see themselves as unique, responsible individuals.
- Assures high academic expectations for all students.
- Holds teachers, students, and self to high standards of performance.

IV. Community Relationships

- Involves families and other community members of developing the vision, goals, improvement plans, and programs for the school/district.
- Promotes partnerships among staff, families, the business community, and other community groups and uses community resources to enhance instruction.

V. Professional Responsibilities

- Understands his or her legal and moral responsibilities.
- Maintains interest in current developments in the professional discipline.

- Knows educational principles and research that promote sound practices,
- Studies educational research of relevance to professional responsibilities.
- Is familiar with the range of instructional programs and policies that can promote academic learning for all students.
- Is familiar with the range of student support services.
- Is familiar with the range of professional training programs and providers for prospective teachers.
- Knows multiple strategies to assess student performance.
- Understands approaches to organizational change, school-based management, and school restructuring.
- Understands federal, state, municipal, and school laws and regulations, including the implications of liability and requirements of due process.

APPENDIX C

Formative Assessment Form

▪ Standard:

Goal #1:

▪ Standard:

Goal #2:

▪ Standard:

Goal #3:

▪ Standard:

Goal #4:

▪ Standard:

Goal #5:

▪ Standard:

Goal #6:

Signature of Administrator

Position

Date

Signature of Evaluator

Position

Date

Note: The signature of the administrator implies neither approval nor disapproval. It merely indicates that the administrator read the completed form. The administrator may make any additional comment as part of this record.

APPENDIX D

Summative Assessment Form

Goal # 1: ___Meets ___Meets ___Does Not
Expectations Expectations, in part Meet Expectations

- Specific observations (supported by evidence):

Goal # 2: ___Meets ___Meets ___Does Not
Expectations Expectations, in part Meet Expectations

- Specific observations (supported by evidence):

Goal # 3: ___Meets ___Meets ___Does Not
Expectations Expectations, in part Meet Expectations

- Specific observations (supported by evidence):

Goal # 4: ___Meets ___Meets ___Does Not
Expectations Expectations, in part Meet Expectations

- Specific observations (supported by evidence):

Goal # 5: ___Meets ___Meets ___Does Not
Expectations Expectations, in part Meet Expectations

- Specific observations (supported by evidence):

Goal # 6: ___Meets ___Meets ___Does Not
Expectations Expectations, in part Meet Expectations

- Specific observations (supported by evidence):

Signature of Administrator

Position

Date

Signature of Evaluator

Position

Date

Note: The signature of the administrator implies neither approval nor disapproval. It merely indicates that the administrator read the completed form. The administrator may make any additional comment as part of this record.

APPENDIX E

ADMINISTRATIVE STIPENDS

<u>POSITION</u>	<u>7/1/2018</u>	<u>7/1/2019</u>	<u>7/1/2020</u>
Director of Special Programs	\$7,283	\$7,283	\$7,283
Chief School Psychologist	\$2,601	\$2,601	\$2,601
LEEP Director	\$18,000	\$18,000	\$18,000
LEEP Attendance and Discipline Officer	\$12,485	\$12,485	\$12,485
Network Administrator	\$7,803	\$7,803	\$7,803
Transportation Manager	\$10,000	\$10,000	—

**HEALTH INSURANCE MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE CITY OF LYNN AND
LYNN PUBLIC EMPLOYEE UNIONS
JULY 1, 2019 – JUNE 30, 2022**

WHEREAS, the City of Lynn ("City") currently provides health insurance benefits to its public employees pursuant to a Health Insurance Agreement signed by the City and all of the Lynn Public Employee Unions ("Unions") dated May 10, 2018 ("the 2018 – 2019 HIA");

WHEREAS, the 2018 – 2019 HIA expires on June 30, 2019 and the City and the Unions desire the City to continue to provide health insurance benefits to its public employees for a term of three (3) plan years starting on July 1, 2019 and ending on June 30, 2022;

NOW, THEREFORE, the City and the Unions hereby stipulate and agree to the following terms comprising the Health Insurance Agreement for the three (3) year time period from July 1, 2019 and ending on June 30, 2022 ("the HIA"):

1. **Administrator.** The City shall continue to use Harvard Pilgrim Health Care as its Plan Administrator.
2. **Length of Agreement.** This HIA shall cover the three (3) year time period from July 1, 2019 and ending on June 30, 2022.
3. **Premium Contributions.** Under this HIA, Medicare Eligible Participants/ Retirees will continue to pay twenty five (25%) percent of the cost of their Medicare Supplemental Plan and the City shall continue to pay seventy-five percent (75%) of the cost.
 - A. Effective July 1, 2019, the premium contribution splits for the City and for existing Active Employees and non-Medicare Retirees shall be as follows:

Plan/Coverage Type	City Contribution	Employee Contribution
PPO Individual Coverage	70%	30%
PPO Family Coverage	70%	30%
EPO Individual Coverage	77%	23%
EPO Family Coverage	77%	23%

- B. The premium contribution splits for all employees hired on or after July 1, 2019 participating in the HPHC EPO plans shall be seventy-five percent (75%) for the City and twenty-five percent (25%) for the Employee (Individual and Family Plans).

- C. Effective July 1, 2020, the premium contribution splits for the City and for all Active Employees and non-Medicare Retirees shall be as follows:

Plan/Coverage Type	City Contribution	Employee Contribution
PPO Individual Coverage	70%	30%
PPO Family Coverage	70%	30%
EPO Individual Coverage	75%	25%
EPO Family Coverage	75%	25%

4. **Plan Design.** For the term of this HIA, the plan design shall be as follows:

Plan Feature	Plan Design
Office Visit – Primary Care	\$25
Office Visit – Specialist	\$25
Emergency Room	\$100
In Patient Hospitalization	\$50
Out Patient	\$50
Mail Order Prescription Drugs	\$20/\$40/\$80/25% co-insurance*
Pharmacy Prescription Drugs	\$10/\$20/\$40/25% co-insurance*
Medical Out of Pocket Maximum	\$2,000 member/\$4,000 family (Separate out-of-pocket limit applies to Pharmacy)
Prescription Drug Out of Pocket Maximum	\$1,000 member/\$2,000 family

*The 4th Tier for prescription drugs is a twenty-five percent (25%) co-insurance up to a maximum cost for the subscriber of the 3rd Tier co-payment.

5. **Prescription Drug Carve Out.** The City shall maintain Maxor Plus as Pharmacy Benefit Manager for all Active Plan Members. The Formulary shall be the Maxor Plus Closed Formulary for all Active Plan Members.
6. All Active Employees and Medicare Eligible-Retirees shall participate in and utilize the mandatory generic prescription drug program.
7. Medicare Eligible Retiree Benefits shall move to a fully insured Prescription Drug Program (“PDP”) formulary (Humana).
8. **Medicare Migration.** The City will conduct an analysis starting July 1, 2019 to estimate cost/savings impact to migrate active Plan Retirees over the age of 65 to the Medicaid Enhanced Plan. Should the results of the analysis show a savings, the City will migrate the active plan Retirees on January 1, 2020. If migrated, Active Plan Retirees shall remain responsible to pay the full cost of Medicare Part B premiums and the City shall pay seventy-five percent (75%) of the Medicare Enhanced Plan. The City shall pay all penalties and interest related to the migration.
9. **Other Features:** Under this HIA, the City shall provide the following programs:
 - A. **Flexible Spending Account (FSA):** The City will continue to provide a FSA Program to lessen the impact of copay charges.
 - B. **Telemedicine Benefits:** All Active Employees and Medicare Eligible Retirees shall have 24/7 access to call or video conference with a doctor for diagnosis and prescribed medication at no copay, provided, however, a copay will still apply for any and all prescriptions.
 - C. **CanaRx:** All Active Employees and Non-Medicare-Eligible Retirees shall have the option of using CanaRx, an international prescription purchasing program (90 day supply of certain maintenance

medications at \$0 copay. Current Medicare-Eligible Retirees utilizing the CanaRx program can continue to use the program.

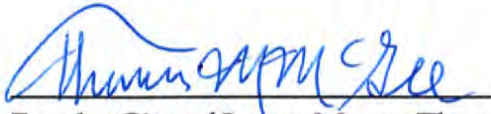
- D. **Diabetes Management Program:** All Active Employees shall have the option using a compliance based program offering diabetes related prescriptions and supplies at no copay. All other wellness and disease management programs provided by Harvard Pilgrim under the HIA shall remain intact for the term of this Agreement.
- E. As part of the National Health Care reform, preventative care visits will have no copays and dependent coverage will be extended to age 26.

10. Base Salary Increases. The following base salary increases shall be paid in consideration of this HIA:

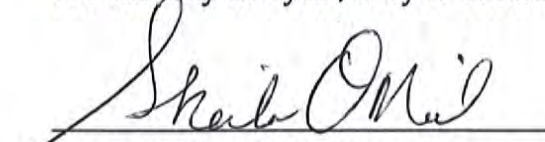
- A. The base salaries that are set forth in the Collective Bargaining Agreements of each Union that is signatory to this Agreement shall be increased in the following amounts retroactively to the following dates:
 - A. July 1, 2018 One Percent (1.00%)
 - B. January 1, 2019 One-Half Percent (0.50%)
- B. These retroactive base salary increases shall be applicable to the base salaries and also to other compensation that is computed using the base salaries under the applicable Collective Bargaining Agreement for each Union (i.e. any and all gross earnings of the employees). The July 1, 2018 one percent (1.00%) base salary increase shall be paid as soon as possible after the execution of this Agreement in the ordinary course of calculating the amounts due. The January 1, 2019 one-half percent (.50%) base salary increase shall be paid during the first quarter of FY2020 (i.e. by no later than September 30, 2019).
- C. The Unions agree that the base salary increases for FY2019 that are described in this Section 10 are a full, final and binding agreement for all wage and other monetary increases for FY2019.


- D. All current collective bargaining for FY2019, except for tentative non-monetary agreements already in place, shall be terminated with the execution of this HIA, including termination of all outstanding interest arbitrations/JLMC actions arising out of current collective bargaining. However, in the event that the City and/or School Committee agree, in writing before the execution of this Agreement, to continue current negotiations on language changes with a particular Union or Unions, such negotiations shall continue.
- E. Collective Bargaining Negotiations for FY2020 for those City and/or School Department Unions who execute a binding Memorandum of Agreement for FY2019 shall commence on or after July 1, 2019.
- 11. Incorporation of HIA.** This HIA shall be incorporated into each Union's Collective Bargaining Agreement with the City or School Committee, whichever is applicable.
- 12. Bargaining For A Successor Agreement.** The City, on one side, and the Public Employee Unions who are signatories to this HIA on the other side, agree to commence discussions for a Successor Agreement to the HIA no later than October 1, 2021. If the City and the public employee unions are unable to agree to a Successor Agreement on or before January 4, 2022, the City may negotiate directly on a successor health insurance agreement with each Union separately pursuant to M.G.L.c. 150E.
- 13. Authorization to Sign HIA.** Each signatory to this HIA represents and warrants that he/she is authorized to bind the entity and members he/she represents and that this Agreement is binding on all subscribers and their Unions, representatives and members.
- 14.** This Agreement shall take effect upon each of the following: (1) the ratification by each Union (2) execution of the Agreement by all signatories, (3) full funding by the Lynn City Council and (4) ratification by the School Committee.


WITNESS OUR HANDS AND SEALS this 14th day of June, 2019.



For the City of Lynn, Mayor Thomas McGee



For Lynn Teacher's Union

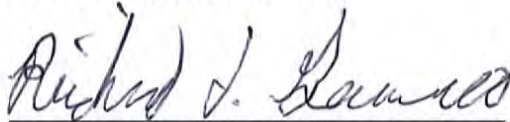

For Lynn Fire Fighters, Local 739

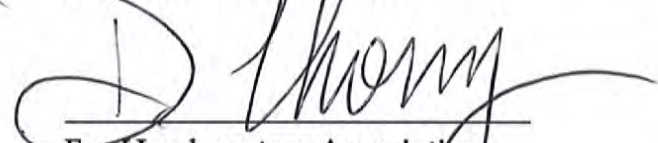

For the Lynn Police Association


For Lynn Retirees

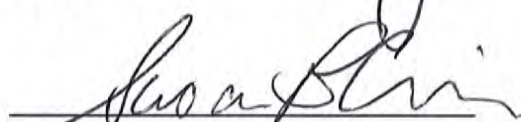

For AFSCME Local 193

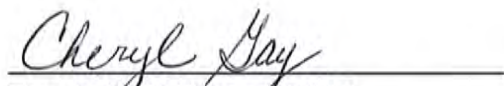

For IUE-CWA Local 261

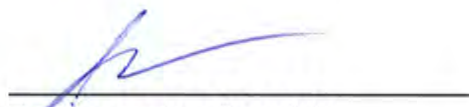

For AFSCME Local 1736

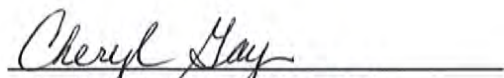

For Headmasters Association


For Lynn School Administrators Assn.


For Lynn Public Library Assn.


For AFSCME Local 3147



For Teamsters Local 42


For AFSCME Local 3147-A

Approved As To Form:


Lynn City Solicitor

Approved As To Form:


George S. Markopoulos
City Solicitor