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AGREEMENT

by and between the

LINCOLN – SUDBURY REGIONAL DISTRICT SCHOOL COMMITTEE

and the

LINCOLN – SUDBURY REGIONAL TEACHERS' ASSOCIATION

2021 -2022

AGREEMENT made this 1st day of December, 2020 by and between the Lincoln-Sudbury Regional District School Committee (hereinafter designated as the "COMMITTEE") and the Lincoln-Sudbury Regional Teachers' Association (hereinafter designated as the "ASSOCIATION").

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ARTICLE I -- RECOGNITION

1.1 Recognition

The ASSOCIATION is recognized by the COMMITTEE as the exclusive bargaining agent and representative for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment for all regular full-time and part-time provisional and professional status teachers, counselors, and librarians, including the special needs specialists, school psychologists, Instructional Technology Specialist, Coordinator of Safe School Initiatives, School Nurses, Intervention Specialists, Beacon Program Coordinator, Out-of-District Coordinator, Department Coordinators and Liaisons, but excluding the Superintendent-Principal; Associate Principals; Student Activities/Athletic Director; Director of Student Services and Special Education; Coordinator of Curriculum, Scheduling and Assessment; ACE Program Manager; Director of Educational Technology; shared METCO Director and METCO professional staff; all other tutors and other paraprofessionals; Supervisor of Buildings and Grounds; Director of Finance and Operations; District Treasurer and all other business employees; and all other employees of the COMMITTEE. The term "faculty member" or "faculty members" as used hereafter in this Agreement refers only to such persons as at the time in question fall within the bargaining unit as defined in this Article.

1.2 Maintenance and Alteration of Positions

Nothing in this Agreement is, or shall be construed as, a guarantee of work or of the continued maintenance of any position. The COMMITTEE reserves the rights to create new positions and to eliminate positions covered by this Agreement. Before exercising these rights, the COMMITTEE will meet and confer with the ASSOCIATION when possible. The COMMITTEE reserves the right to alter the duties of positions covered by this Agreement. In exercising this right, the COMMITTEE will bargain with the ASSOCIATION to the extent required by law, and will comply with the express provisions of this Agreement.

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ARTICLE II -- NO DISCRIMINATION

2.1 There shall be no discrimination, restraint, or coercion by either the COMMITTEE, the Superintendent-Principal, Administration, or the ASSOCIATION against any faculty member because of membership or non-membership in the ASSOCIATION or participation or non-participation in its affairs or because of a faculty member's race, color, creed, national origin, age, sex, marital status, political affiliation, sexual orientation, gender identity and expression, or physical handicap, genetic information or ancestry in violation of law.

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ARTICLE III -- GRIEVANCE PROCEDURE

3.1 Purpose

The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to grievances. The COMMITTEE and the ASSOCIATION agree that such procedure should always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved.

### 3.2 Definition

A grievance shall mean a complaint by any faculty member, group of faculty members, or the ASSOCIATION (hereafter referred to as the "aggrieved") that as to the aggrieved the COMMITTEE has interpreted and applied this agreement in violation of a specific provision hereof. A complaint by a faculty member, group of faculty members, or by the ASSOCIATION which does not involve the interpretation or application of the provisions of this Agreement may be processed through Level Two of the grievance procedure, pursuant to Section 3.6, with the intent of the parties being that such complaints be resolved at the earliest possible level of that procedure.

### 3.3 Time Limits

(a) If the designated school official fails to provide a decision within the specified time limits, the grievance shall be deemed denied on the day the decision was due and the grievance shall be eligible to be carried to the next higher level.

(b) If a grievance is once settled or if it is not presented in writing within the time limits provided in Section 3.6, it shall be considered closed and shall not thereafter be subject to the grievance procedure or to arbitration hereunder.

### 3.4 Informal

Nothing contained in this Agreement shall be construed as limiting the right of discussion of any grievance informally with the appropriate supervisor and having the grievance adjusted without the involvement of the ASSOCIATION, provided that the adjustment is not inconsistent with the provisions of the Agreement. Nor shall anything contained herein preclude the presentation of a grievance directly to the Superintendent-Principal.

### 3.5 Immediate Supervisor

For the purposes of this article only, a faculty member's immediate supervisor shall be defined as the faculty member's Associate Principal, the Coordinator of Curriculum, Scheduling and Assessment, or the Director of Athletics and Activities, with the exception of special needs specialists and counselors, for whom the Director of Student Services and Special Education or their designee will serve as the immediate supervisor.

### 3.6 Formal Process

The formal processing of grievances shall be undertaken as set forth below:

#### LEVEL ONE

The aggrieved must first present the grievance in writing to their immediate supervisor within twenty-five (25) school days of the time when the aggrieved knew or reasonably should have known of the event or events forming the basis for the grievance. The grievance shall set forth such event or events and shall specify the provision or provisions of this Agreement for which a violation is claimed. The aggrieved and their immediate supervisor to whom the grievance is submitted shall within five (5) school days meet to discuss the grievance with the objective of resolving the grievance. The immediate supervisor shall provide their decision in writing to the aggrieved within five (5) school days after the conclusion of such meeting.

#### LEVEL TWO

If the grievance is not settled to the satisfaction of the aggrieved in Level One, the grievance may be presented in writing to the Superintendent-Principal within five (5) school days after the decision is due in Level One. The Superintendent-Principal or their designee and the aggrieved and if the aggrieved so chooses, a representative of the ASSOCIATION, shall meet within five (5) school days after receipt of the written grievance by the Superintendent-Principal to consider the grievance. The Superintendent-Principal or their designee shall give their answer in writing to the aggrieved within five (5) school days after the conclusion of the meeting.

#### LEVEL THREE

If the grievance is not settled to the satisfaction of the aggrieved in Level Two, the ASSOCIATION may within twenty (20) school days after the decision by the Superintendent-Principal is due in Level Two submit the grievance to arbitration. The Superintendent-Principal will be notified of this action by receipt of a copy of the Demand for Arbitration.

### 3.7 Expedition and Extension of Deadlines

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. The parties will endeavor to expedite the processing of

any grievance filed on or after June 1 which, if left unresolved until the beginning of the following school year, could result in irreparable harm to the aggrieved or the COMMITTEE.

### 3.8 No Reprisal

No reprisal of any kind will be taken by the COMMITTEE, Administration, or ASSOCIATION against any member of the COMMITTEE, Administration, or ASSOCIATION, or any of these bodies collectively, or against any other participant in the grievance procedure by reason of such participation.

### 3.9 Right of Representation

The aggrieved shall have the right to assistance, advice, and representation of the ASSOCIATION. The aggrieved shall be present during such representation.

### 3.10 Filing of Documents

All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

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## ARTICLE IV -- ARBITRATION

### 4.1 General

In the event the ASSOCIATION elects to submit a grievance to arbitration, the arbitrator shall be selected according to, and shall be governed by, the procedure contained in this Article.

### 4.2 Process

For a grievance to be subject to arbitration hereunder, the ASSOCIATION must refer the grievance to the American Arbitration Association in compliance with the provisions of Article 3.6, Level Three. The arbitrator shall be selected in accordance with the rules then obtaining of the American Arbitration Association applicable to labor arbitration. Any arbitration hereunder shall be conducted in accordance with such rules, subject to the provisions of this Agreement. The parties shall share equally in the compensation and expenses of the arbitrator.

### 4.3 Arbitrability

Either the COMMITTEE or the ASSOCIATION shall have standing to raise questions of arbitrability in arbitration or in the appropriate forum.

### 4.4 Function and Power of Arbitrator

The function of the arbitrator is to determine the interpretation and application of specific provisions of this Agreement. There shall be no right in arbitration to obtain, and no arbitrator shall have any authority or power to award or determine any change in, modification or alteration of, addition to, or detraction from any of the provisions of this Agreement. The arbitrator shall furnish their opinion in writing specifying the reasons for their decision. The decision of the arbitrator, if within the scope of their authority and power under this Agreement, shall be final and binding upon the parties.

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## ARTICLE V -- COMPENSATION

### 5.1 Schedule A

A faculty member's base annual salary during the term of the Agreement shall be determined as set forth in Schedule A of this Agreement.

#### Academic Credits

(a) All credits and degrees must have been earned from an accredited college or university. Substitution of undergraduate credit and/or professional accomplishment for graduate credits toward Master's, Master's plus fifteen (15), Master's plus thirty (30), Master's plus forty-five (45) and Master's plus sixty (60)/Doctorate status is at the discretion of the Superintendent-Principal.

(b) When a faculty member becomes eligible to change columns on Schedule A, the faculty member must submit satisfactory evidence of their qualification to the Superintendent-Principal. The faculty member will be paid at the new rate in the first pay period beginning in September or March, whichever next follows submission of evidence to the Superintendent-Principal. Submissions made within sixty (60) calendar days of the beginnings of those months will be paid retroactively to the beginning of those months.

## 5.2 Placement on Schedule A

### (a) Bachelor's Column

A faculty member holding a Bachelor's degree, but lacking a Master's degree or its equivalent, shall be paid according to the "Bachelor's" column of Schedule A.

### (b) Master's Column

A faculty member holding a Master's degree or its equivalent, but lacking the qualifications for Master's degree plus fifteen (15) credits, shall be paid according to the "Master's" column of Schedule A. A faculty member holding a Bachelor's degree, upon presentation of thirty (30) credits of graduate study, will be recognized by the COMMITTEE as having the equivalent of a Master's degree, and shall be paid in accordance with the "Master's" column of Schedule A.

### (c) Master's + 15 Column

A faculty member who has earned fifteen (15) graduate credits after the awarding of a Master's degree shall be paid according to the "Master's + 15" column of Schedule A. A faculty member who has been granted a Master's equivalency under 5.2 (b) may submit any graduate credits earned subsequently toward Master's plus fifteen (15) status. Such credits may or may not be included in a program leading to the receipt of a Master's degree.

### (d) Master's + 30 Column

A faculty member who has earned thirty (30) graduate credits after the awarding of a Master's degree shall be paid according to the "Master's + 30" column of Schedule A. A faculty member who has been granted a Master's equivalency under 5.2 (b) may submit any graduate credits earned subsequently toward Master's plus thirty (30) status. Such credits may or may not be included in a program leading to the receipt of a Master's degree.

### (e) Master's + 45 Column

A faculty member who has earned forty-five (45) graduate credits after the awarding of a Master's degree shall be paid according to the "Master's + 45" column of Schedule A. A faculty member who has been granted a Master's equivalency under 5.2 (b) may submit any graduate credits earned subsequently toward Master's plus forty-five (45) status. Such credits may or may not be included in a program leading to the receipt of a Master's degree.

### (f) Master's + 60/Doctorate Column

A faculty member who has earned sixty (60) graduate credits or a doctorate after the awarding of a Master's degree shall be paid according to the "Master's + 60/Doc." column of Schedule A, beginning in September 2007. A faculty member who has been granted a Master's equivalency under 5.2 (b) may submit any graduate credits earned subsequently toward Master's plus sixty (60)/doctorate status. Such credits may or may not be included in a program leading to the receipt of a Master's degree.

### (g) Experience and Initial Placement

For the purposes of the application of Schedule A, full credit upon hiring, rehiring, or return from leave shall be given for prior regular full-time or part-time teaching experience for the COMMITTEE and teaching experience outside the COMMITTEE'S jurisdiction which is acceptable to the Superintendent-Principal. Experience shall be determined to the nearest number of whole years of teaching experience. Fractions of a school year equal to or greater than one-half shall be considered a whole year; fractions of a school year less than one-half shall be disregarded.

### (h) Credit for other Experience

For the purposes of the application of Schedule A, credit upon hiring, rehiring, or return from leave will be given for certain other types of experience other than teaching experience, as follows:

(i) Up to four (4) years for military service or service in lieu of military service.

(ii) In an amount determined by the Superintendent-Principal for other service or experience, which the Superintendent-Principal determines, warrants credit, including but not limited to service or experience in industry, a profession, the Peace Corps, and AmeriCorps.

(i) L-S Credits

For the purposes of the application of Schedule A, members who have L-S Credit(s) on record prior to September 1, 2012 may apply these L-S Credit(s) to a column change at any time prior to September 1, 2022. A faculty member with ½ credit will be paid \$280.

5.3 Educational Development and Evaluation (ED&E)

(a) During the Academic Year

Faculty members who make proposals and are selected by the Superintendent-Principal to work in Educational Development and Evaluation during the academic year will be provided with released time from scheduled classes when the Superintendent-Principal determines that the work is to be performed on days that classes are in session; or paid at the following per diem rate:

21-22  
\$280

(b) During the Summer

Faculty members who make proposals and are selected by the Superintendent-Principal to work in Educational Development and Evaluation during the summer will be paid at the following per diem rate:

21-22  
\$280

(c) Funding: The COMMITTEE shall budget annually for Educational Development and Evaluation as follows:

21-22  
\$80,000

5.4 Part-Time Faculty Members

Part-time faculty members shall be paid on a pro rata basis. For the purpose of the preceding sentence, the rate of pay of a part-time faculty member shall be determined by dividing the number of sections, or cases, assigned to that faculty member for the year by the number of sections, or case load, specified in Section 7.2 (e) as a full-time faculty member's assignment in the appropriate department. The salaries of those faculty members who are not assigned to a class schedule will be pro-rated on the basis of the number of days and/or hours worked.

5.5 Step Increases

The steps in the salary schedule define the normal annual progression of faculty members whose work is satisfactory. Progression from one step to another (an increment increase) is not automatic. Upon the recommendation of the Superintendent-Principal the COMMITTEE may withhold an increment increase from faculty members whose work is judged to be Unsatisfactory. Such judgment will be based solely on the results of the evaluation procedure mutually agreed to by the COMMITTEE and the ASSOCIATION.

5.6 (a) L-S Service Stipend

In recognition of continuing excellence in teaching and service to the school, a stipend of \$500 for each five years of service at Lincoln-Sudbury as defined in Article 5.14 will be paid annually to faculty members who have been employed by Lincoln-Sudbury for more than five years. The L-S Service Stipend will be pro-rated for those members whose FTE is less than 1.0.

Payment of this stipend shall be made in accordance with Section 5.10

(b) L-S Master Teacher Stipend

In recognition of continuing excellence in teaching, professional development and service to the school, a Master Teacher Stipend will be paid annually to faculty members who meet each of the following criteria. A Master Teacher:

(i) has ten or more years of service at Lincoln-Sudbury as defined in Section 5.14 and is on the Masters+30 Level or beyond,

OR

has twenty or more years of service at Lincoln-Sudbury as defined in Section 5.14 and is on the Masters+15 Level;

AND

(ii) receives no step increase

For eligibility, a Master Teacher must have a current evaluation of Exemplary or Proficient. The L-S Master Teacher Stipend will be pro-rated for those members whose FTE is less than 1.0.

The Master Teacher Stipend shall be as follows:

	21-22
Master Teacher Stipend	\$2500

Payment of this stipend shall be made in accordance with Section 5.10.

#### 5.7 Substitute Teaching

(a) A faculty member agreeing to substitute teach a class shall receive compensation in addition to their salary as follows:

	21-22
Substitute Stipend – Long Block	\$50
Substitute Stipend – Short Block	\$40

(b) A faculty member agreeing to take responsibility for the daily class planning, student support and grading when covering an additional class for two weeks or more will be paid at a per diem rate on step M1. The per diem rate is determined by  $M1 / 185$ .

Payment shall be made on the first payday following the substitute teaching.

#### 5.8 FYI Coordinator/Mentor Stipend

A faculty member designated and serving as a mentor teacher, the mentor teacher coordinator, or the FYI Coordinator shall receive, in addition to their Schedule A compensation, a stipend as follows:

	21-22
Mentor Stipend	\$500
Mentor Teacher Coordinator	\$500
FYI Coordinator	\$1000

Payment of said stipend shall be made in accordance with Section 5.10.

The mentor teacher shall meet with the mentee to discuss curriculum and pedagogy, as well as classroom, department and school-wide expectations and goals.

#### 5.9 Extra Services and Coaching

A faculty member designated and serving in an extra service or coaching position that involves a major commitment in time and/or responsibility, such as supervising an organized and approved student activity, shall receive compensation in addition to their salary. The compensation scales are found in Schedule B of this document.

A Co-Curricular Review Committee (CCRC), comprised of the Director of Athletics and Activities, a designee of the Superintendent-Principal, and two designees of the Association, will be established for the purpose of reviewing and recommending changes to the coaching and co-curricular stipends set forth in Schedule B. The CCRC will meet on at least an annual basis. The CCRC may establish and revise procedures for evaluating proposed modifications to coaching and co-curricular stipends, adding new stipended activities to Schedule B, or removing stipended activities from Schedule B, provided that such procedures are consistent with the following principles: (i) the CCRC may not increase the aggregate amount of funding allocated to coaching and co-curricular stipends above the levels set forth in this Agreement and (ii) allocations of stipends will be equitably adjusted to reflect the number of students engaged in the applicable activity and the magnitude of the effort involved in leading such activity. The CCRC will complete its annual review and submit any recommendations for changes to the Committee and the Association by June 1 of each calendar year. Upon endorsement of any such revisions, they will be attached as a supplement to this Agreement and incorporated by reference herein.

A record of all Extra Services and Athletic stipends will be kept in the Business Office.

##### (a) Extra Services

For extra service work performed through the first half of the school year, faculty members will receive compensation on the second payday in January. For work performed during the second half of the school

year, faculty members will receive compensation on the second payday in May. The amount so paid shall be in accordance with a schedule delineating categories of extra service.

(b) Coaching

An athletic coach shall be paid half their stipend on the pay period closest to the mid-point of the regular season and the remainder on the first pay day following the end of fall, winter OR spring season, and the amount so paid shall be in accordance with a schedule delineating categories of coaching duties. Upon the request of a coach and the approval of the Athletic Director and Director of Finance and Operations, a different payment schedule may be arranged. If a faculty member serves as athletic trainer, that faculty member may be paid the stipend therefore as an addition to their base salary under Section 5.10.

(c) Limitations and Interim Increases

In the event that due to adverse financial conditions the COMMITTEE determines that it is necessary to fund less than the amounts specified in (a) and/or (b) above, the COMMITTEE shall decide, upon review and recommendation of the Administration, which positions shall be eliminated or, if vacant, not filled. If in a given academic year the COMMITTEE decides not to fully fund either Extra Services or Coaching or both, the COMMITTEE shall so inform the ASSOCIATION at least (6) weeks in advance of the elimination of any positions.

(d) Experience Pay

The experience pay stated herein does not alter the base pay of the teacher. Each year, the amount to be paid to an advisor/coach for experience pay, will be recalculated and added to the base stipend for the position for that year. All years of service as an advisor/coach or similar service as an advisor/coach at Lincoln-Sudbury Regional High School will be used in determining the experience pay. The maximum amount any advisor/coach may receive in experience pay shall be as follows:

Advisor/Head Varsity Coach	21-22
Other Coaches	\$1400
	\$925
Years of Experience	% added to Schedule B stipend
3 years	5%
4 years	10%
5 years	15%
6 years	20%
7 years	25%
8 years	30%
9 years	35%
10 years	40%

5.10 Payment Schedule

Base annual salaries and additions thereto as provided in this Agreement shall be paid in twenty (20) equal installments during the period September through June, each such installment to be one twenty-fourth (1/24) of the faculty member's total annual salary, and in one installment to be one-sixth (1/6) of the faculty member's total annual salary to be paid in the second pay check in June. Mentor stipends will be paid in one installment at the end of the school year.

5.11 Sharing of Information

The ASSOCIATION and COMMITTEE agree to a prompt sharing of budgetary, salary, and other information that is pertinent to negotiations and the general welfare of the school.

5.12 Department Coordinators and Liaisons

(a) The Superintendent-Principal may appoint and retain a faculty member or members to serve as a Department Coordinator(s) or Liaison(s). The Superintendent-Principal may terminate any such appointment at any time and must give notice by March 15 if the appointment is to be terminated for the following school year. [E 3.17].

A Department Coordinator shall be responsible for performing administrative, coordinating, and supervisory duties. Such duties include, but are not limited to, responsibility for coordinating an educational program and the activities of a department. The Department Liaison will serve as the facilitator for those departments without a Coordinator, and will function as a representative of those departments to the Administration.

A faculty member who accepts an appointment as a Department Coordinator or Department Liaison shall receive compensation in addition to their Schedule A salary as follows:

	21-22
Department Coordinator Stipend	\$6400
Department Liaison Stipend	\$4500

Payment of said stipend shall be made in accordance with Section 5.10.

(b) In addition, a Department Coordinator will be released from twenty-five percent (25%) of their teaching and/or case load during the period in which the faculty member serves in such a position. The Department Liaison will be excused from non-teaching supervisory duties. The performance of a teacher as a coordinator or liaison will be evaluated separately from their classroom instruction.

#### 5.13 Labervisors

(a) A labervisor may be appointed yearly from English, FATA, History, Math, Science, Special Education, Wellness, and World Language for each of the computer labs. Labervisor responsibilities will include maintaining the physical and mobile labs, loading subject-specific software, managing the server, troubleshooting basic problems, maintaining computers and printers, referring advanced problems to the computer department, and aiding teachers in establishing accounts, using technology in their curriculum, and using the lab with their students.

(b) Labervisors will be excused from extra duties as defined in 7.2 f.

(c) Labervisors will be required to attend one preparation day during the summer, for which they will be paid at the per diem rate as defined in Section 5.3(b).

(d) Labervisors will receive, in addition to their Schedule A compensation, a stipend as follows:

	21-22
Labervisor Stipend	\$3200

#### 5.14 Years of Service

Each year an employee is compensated by the School District as a member of the faculty for at least half of the school year shall count as one year of service for compensation purposes.

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### ARTICLE VI -- REDUCTION IN FACULTY

#### 6.1 Committee Rights

The COMMITTEE retains the right to reduce the number of faculty members or to reduce the teaching loads of faculty members (hereinafter referred to collectively as "reduction in faculty"). The decision to reduce faculty members shall not be subject to the grievance and arbitration procedures of this Agreement, subject to the provisions of Article 7.1 and 7.2. The manner in which faculty members with Professional Teacher Status are selected for reduction in faculty shall be in accordance with Article 6.2. As between Provisional and Professional status faculty members, the provisions of applicable law with respect to reductions in faculty shall apply. Any faculty member whose services are not going to be retained or whose employment is to be reduced for the following school year will receive their notice thereof on or before May 15, subject to the provisions of Article 6.3.

#### 6.2 Procedure

(a) In the event that the COMMITTEE effects a reduction in faculty in a department, the order in which faculty members shall be reduced shall be by seniority within the three (3) overall evaluation ratings as established in the Faculty Evaluation Plan (E 3.13). A faculty member who has received a Category II – Needs Improvement and/or III – Unsatisfactory evaluation two (2) times consecutively in their two most recent evaluations, or if a faculty member has received a Category II – Needs Improvement in their most recent evaluation cycle and has chosen to self-evaluate in the current year, the faculty member will be reduced before any other faculty member in the department. If more than one (1) faculty member has received a Category II – Needs Improvement and/or III – Unsatisfactory evaluation two (2) times consecutively, reduction shall be by seniority within that category. A Category III – Unsatisfactory faculty member will be reduced before a Category II – Needs Improvement faculty member in a department. Similarly, a faculty member with a rating of Category II – Needs Improvement will be reduced before any faculty member with a rating of Category I – Exemplary or Proficient. However, no faculty member will be reduced out of seniority without an opportunity for remediation during the subsequent evaluation cycle.

(b) For the purposes of this section all faculty members employed by the COMMITTEE, including those on any leaves of absence, shall be considered members of the department of which they were members when they were voted tenure or awarded Professional Teacher Status.

(c) For the purposes of this section a faculty member who is reduced from a particular department will be considered a member of any other department

(i) for which the faculty member holds the requisite certification, and

(ii) in which the faculty member has demonstrated successful teaching performance on at least a half time basis for at least one (1) year in the four (4) year period ending with the effective date of the reduction in faculty.

(iii) Members of the faculty assigned to special programs, i.e., ACE, Beacon, Excel, LINK, REACH, in the school will be considered members of the departments in which they have taught at Lincoln-Sudbury on at least a half-time basis for at least one (1) year in the four (4) year period ending with the effective date of the reduction in faculty.

### 6.3 Notification

Under normal circumstances, a faculty member to be affected by a reduction in faculty shall be notified in a letter from the Superintendent-Principal on or before May 15 preceding the school year in which the reduction is to become effective, except that if,

(a) as a result of the Regional School District budget process specified in Chapter 71, Section 16 (B) or successor statutes, no District budget is approved, or

(b) the total amount of the District budget which is so approved and funded by appropriations of the member towns is less than the total amount of the assessments to the Towns as set forth in the budget initially adopted by the COMMITTEE, or

(c) if state or federal aid is less than the amount anticipated in the budget initially adopted by the COMMITTEE,

then the Superintendent-Principal will notify faculty members who are to be affected by a reduction in faculty within fourteen (14) calendar days after approval by the member Towns of such a reduced budget.

### 6.4 Layoff Status

If a faculty member with professional status wishes to elect layoff status rather than termination, said faculty member must notify the Superintendent-Principal, in writing, within ten (10) calendar days of the receipt of the reduction in faculty notice, that the faculty member waives any present or future rights to a dismissal hearing which the faculty member may have pursuant to Chapter 71, Sections 42, 42A, or 43A of the Massachusetts General Laws. Copies of said statutes shall be forwarded to such faculty members with the reduction in faculty notification. Such waiver shall be in the form attached hereto as Attachment A.

### 6.5 Recall

(a) If a vacancy occurs in a department a recall notice shall be sent via certified mail to the faculty member most recently reduced who is a member of that department. If a faculty member fails to notify the Superintendent-Principal within fourteen (14) calendar days of the issuance of a recall notice of their intent to accept recall, said faculty member shall forfeit all rights and benefits provided for in this Agreement. Faculty members with recall rights are required to keep the Superintendent-Principal informed of their current mailing address, including any temporary address where they can be reached if they will be traveling or otherwise away from their home mailing address. A faculty member who is recalled shall be given credit for their length of service prior to layoff.

(b) During the recall period, a faculty member who has been reduced shall, upon application, be given preference in filling openings for work as a substitute faculty member for which the Superintendent-Principal determines that the faculty member is qualified. A faculty member who has been reduced who is hired during the recall period to serve as a substitute faculty member for a period of less than two (2) weeks will be paid at a per diem rate equivalent to the first step of the Bachelor's column of Schedule A. A faculty member who has been reduced and who is hired during the recall period to serve as a substitute faculty member for a period of two (2) weeks or more will be paid at the rate of eighty percent (80%) of their base salary at the time the faculty member was reduced.

## 6.6 Insurance

A faculty member who has elected layoff status under this Article will be permitted to remain a participant in the School District's group health and dental insurance plans for the recall period, upon payment of the entire premium cost in a manner acceptable to the COMMITTEE, provided that no policy of the insurer is contravened.

## 6.7 Definitions

(a) Seniority is defined as the total number of years of service (see Section 5.14) in the School District (whether or not in a position specified in Article I of this Agreement, its predecessors or successors), in years, months, and calendar days, beginning with the first day worked in a permanent position, except that time for unpaid leaves of absence shall be excluded. There shall be no distinction between full and part-time service. Ties in length of service shall be resolved by lot.

(b) Layoff means an unpaid leave of absence to be granted by the COMMITTEE for a period of three (3) years from the effective date of the reduction of a faculty member; provided that said faculty member has waived in writing, within ten (10) calendar days after receipt of a notice of reduction in faculty, any present or future rights to a dismissal hearing the faculty member may have pursuant to Chapter 71, Sections 42, 42A, or 43A of the Massachusetts General Laws.

(c) Recall means the right, during layoff, to return after no more than a three-year layoff to a vacancy in a department of which a laid-off faculty member is a member. Recalls shall be made in the reverse order in which faculty members were laid off. The Superintendent-Principal will make each layoff individually in the order provided in Section 6.2 (a). The Superintendent-Principal shall maintain an up-to-date list of recall order by department and a copy shall be provided by February 1st to the ASSOCIATION.

(d) Terminated means dismissed pursuant to Chapter 71, Sections 42 or 42A.

(e) Vacancy for purposes of returning a reduced faculty member who has been recalled to active service shall exist only after the COMMITTEE has met any other obligations it has pursuant to any other provisions of this Agreement or any state or federal law.

(f) Department means one of the High School's departments as maintained from time to time by the COMMITTEE. In the case of a department involving multiple subject matter teaching certifications (e.g., World Language may involve French, Spanish and other language certifications; Science may involve Biology, Physics, Chemistry and other science certifications) the COMMITTEE may treat each subject matter of the department as a separate "department" for any or all purposes under this Article, except Section 6.2 (c) (ii).

(g) Per Diem means payment equivalent to 1/185 of the annual salary of the affected employee. This is also referenced in section 8.4.

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## ARTICLE VII -- FACULTY MEMBERS' ASSIGNMENTS

### 7.1

#### (a) Primary Responsibility

The COMMITTEE and the ASSOCIATION recognize that a faculty member's primary responsibility is to assist and guide students in the learning process, and that their professional qualifications are best utilized in the implementation of these responsibilities. As a consequence, the Superintendent-Principal will, in approving faculty member assignments, give priority to teaching and other educational activities.

#### (b) Staff/Student Ratio

During the term of this Agreement, the COMMITTEE shall maintain a student-to-professional staff ratio of 13.75 to 1, except in the event of unusual financial difficulties. For purposes of this section, the term "professional staff" includes all members of the bargaining unit, as defined in Article I, as well as all other professionals employed by the COMMITTEE in administrative, managerial, and supervisory positions, excluding the METCO counselor; METCO tutor (skills instructor); and administrative computer services employees; the Superintendent-Principal; Associate Principals; Student Activities/Athletic Director; Director of Student Services and Special Education; METCO Director; Director of Finance and Operations; District Treasurer, Coordinator of Curriculum, Scheduling and Assessment; and all special needs specialist faculty members; assistants; and other tutors.

### 7.2 (a) Faculty Member's Role

The COMMITTEE and the ASSOCIATION recognize that there are many aspects to a faculty member's role. Contact with students, represented by class time, individual and group conferences, seminars, labs, etc., is the focal point of a faculty member's efforts. For these efforts to be effective, faculty engage in many activities, including research, preparation, faculty collaborations and discussions. In addition, faculty will correct student work, provide extra help for students, maintain contact with parents, and fulfill department and school administrative responsibilities.

(b) Distribution of Tasks and Responsibilities

The distribution of all these responsibilities, and the time required for them vary considerably by department and individual. Both the Administration and the individual faculty member influence this distribution. An individual faculty member may review their departmental workload and assignments with their department coordinator or liaison, Associate Principal, or the Superintendent-Principal at any time. Significant changes in the balance of these various assignments will not be made without the active participation of the ASSOCIATION and the Faculty.

(c) School Day

The schedule for the school day will be constructed so that it will be no longer than six hours and 50 minutes in length, with no instructional time scheduled to begin prior to 7:50 a.m. or to end later than 3:15 p.m. Reasonable time will be provided within the schedule in order for faculty meetings to be held on at least a bi-weekly basis. Faculty members shall be in the school as long as necessary to fulfill their professional responsibilities. A part-time faculty member shall be notified of the expectations concerning their presence in the building when notified of their teaching assignment for the following school year. If other schedule arrangements are necessary, a faculty member and the appropriate administrator(s) may mutually agree to vary these expectations.

(d) Reserved Time

The COMMITTEE and the ASSOCIATION agree that during the school day full-time faculty members will have at least twenty-five percent (25%) of their day reserved for the tasks outlined in section 7.2 (a). These tasks will be carried out at a time that is deemed best by the individual faculty member. Faculty members may voluntarily establish schedules that call for more student contact time, and thus less than the twenty-five percent (25%) reserved for said tasks; however, adherence to this limit will not be considered prejudicial in a faculty member's evaluation. Contact time includes, but is not limited to, scheduled class meetings, assigned conferences, labs, and any scheduled supervisory duties.

(e) Faculty Assignments

(i) Full-time faculty members in the Departments of English, History & the Social Sciences, Mathematics, Science, World Languages, and Computer Science normally shall be assigned four (4) teaching sections per semester.

(ii) Up to seventy-five (75) minutes of scheduled class time over a two-week period will be directed study time. Directed study time may be used as the faculty member decides it can best serve students' academic interests.

(iii) On the basis of classes generally scheduled to meet two (2) or three (3) times per week, full time faculty members normally shall be assigned, on an average in any four (4) year period, teaching sections per semester, as follows:

Technology Department	6.0
Wellness Department	6.0
Art and Music Departments	6.0

FATA courses may be offered on the academic model as funding permits. Total course load for a faculty member will not exceed one (1) FTE.

(iv) Full-time faculty members in the Counseling Department normally shall be assigned a caseload of 200 students per year with a goal of 190 students per year. This does not apply to or include the school psychologists or clinical counselors.

(v) Full-time faculty members in the Special Education Department normally shall be assigned a caseload of 24 students per year with a goal of 22 students per year. This does not apply to learning specialists in special programs such as Beacon, Excel, LINK or REACH.

With agreement among the Learning Specialist, the SPED department Coordinator, and the Director of Student Services, caseloads may be increased. In such cases it may be necessary for the COMMITTEE to provide the assistance of additional aides.

(vi) Nurse's Role. The COMMITTEE and the ASSOCIATION recognize that there are many aspects to a nurse's role. Staffing the Health Office between the hours of 7:30 - 3:00 and responding to student health needs is the focal point of a nurse's efforts. For these efforts to be effective, nurses are also responsible for other professional duties including, but not limited to, mandatory screenings, offering professional development and training to staff, occasional health education interventions with students, maintaining up-to-date health records for all students, and communicating with families on health trends and concerns. Nurses will not be assigned duties per section 7.2 (f).

(f) Duties

Full-time faculty members are responsible for at maximum one and one-half (1.5) non-teaching supervisory periods per two-week cycle. Duty responsibilities will be prorated according to a faculty member's percent of FTE. The Superintendent-Principal will consult with the ASSOCIATION about non-teaching supervisory duties. The President of the ASSOCIATION will be relieved of all assigned non-teaching duties.

(g) Average Over Two-Year Period

It is understood that, due to considerations of staffing, student enrollment, abnormal circumstances, and the fractional nature of the foregoing expectations, it may not be possible to assign every full-time faculty member in a particular department precisely the teaching/case load specified above in every semester. Rather, it is the intent of the parties that, in accordance with the parties' past practice, the teaching/case load for a particular full-time faculty member may be greater or lesser than the foregoing expectations in a particular semester, but will, in any two (2) year period, be structured to conform to these expectations.

(h) Records

The Administration will keep detailed records of each faculty member's schedule and student load by department and by individual and will make this available on an annual basis to the faculty, Administration, and the COMMITTEE.

### 7.3 Participation in Making Assignments

Each faculty member will be afforded an opportunity to discuss their teaching assignments for the following school year with the Superintendent-Principal and/or their designee before a final decision is made. Each faculty member will be notified in writing of such assignments for the following school year as soon as practicable after a final decision is made. Faculty members also will be advised of any changes in such teaching assignments as soon as practicable.

### 7.4 Teaching and Certification

In order to assure that pupils are taught by faculty members working within their areas of competence, faculty members will not be assigned classes outside the scope of their teaching certificates and/or major or minor fields of study for more than twenty (20) percent of their instruction time. Exceptions to the foregoing for periods not exceeding the remainder of the school year or one semester, whichever is longer, may be made for good cause or by mutual agreement of a faculty member and the administrator concerned.

### 7.5 Other Duties

The COMMITTEE and the ASSOCIATION acknowledge that a faculty member's primary responsibility is to teach, and their energies should, to the extent possible, be utilized to this end. Faculty members are required to enforce the rules of the Regional High School in all areas of the building and grounds. Faculty members will not, however, be required to keep registers for, post records for, or collect moneys for non-educational purposes.

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## ARTICLE VIII -- SCHOOL YEAR AND SCHOOL CALENDAR

### 8.1 Work Year

The regular work year (school year) of faculty members (other than new personnel, who may be required to attend additional orientation sessions) will include:

- (a) all days when pupils are in attendance;
- (b) an orientation day at the beginning of the school year;
- (c) one day at the end of the first semester;

(d) one day at the end of the second semester to be used as individual faculty members or the members of departments see fit;

(e) "Back-to-School Night";

(f) There will be no faculty or department meeting on the early release day during the week of "Back-to-School Night".

(g) one day for a school-wide professional development program developed in consultation with the department coordinators; and

(h) There will be no faculty or department meeting on the early release day during the week of "Back-to-School Night".

But in no event will the work year exceed the number of days pupils are in attendance by more than five (5) days, nor will the work year commence earlier than the first Monday before Labor Day except if agreed to by a vote of the ASSOCIATION.

## 8.2 Calendar

The School calendar will not be determined without consultation with the ASSOCIATION'S President or their designee.

## 8.3 Emergency Days

Emergency days will be included in the school calendar. If these days are not needed, the COMMITTEE will adjust the date of the last day of school for students to ensure that there are exactly 180 instructional days, unless the COMMITTEE and the ASSOCIATION agree to extend the year in order to accommodate some special opportunity or event.

## 8.4 Additional Work Days

Some positions, including but not limited to School Psychologist, Educational Technology Coordinator, Guidance Counselors and Instructional Technology Specialist, require that the staff member routinely work days beyond the regular work year. For these positions, by mutual agreement between the Superintendent-Principal and the individual faculty member documented in the annual contract, the work year may be extended. The Out-of-District Coordinator will work an additional ten (10) days beyond the regular work year. For any additional days the faculty member will be paid at a per diem rate of 1/185 of their annual salary.

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## ARTICLE IX -- VACANCIES AND PROMOTIONS

### 9.1 Publication

Prior to filling a vacancy in a professional position, including extra services and coaching, the Superintendent-Principal will publicize the vacancy. If the vacancy occurs between September 1 and June 30, such vacancy will be adequately publicized by the Superintendent-Principal by means of a notice to all professional staff in the bargaining unit as defined in Article I, to all faculty members on layoff or recall status, and to the President of the ASSOCIATION. Prior to filling a vacancy in a professional staff position during the months of July and August, written notice of any such vacancy will be sent by electronic mail to all professional staff in the bargaining unit as defined in Article I, including faculty members on layoff or recall status. Such notice shall set forth the qualifications for the position and its duties. No vacancy will be filled, except on a temporary basis, within ten (10) days from the date of mailing such notification.

### 9.2 Process and Rights

Any qualified faculty member or other professional, whether or not employed by the COMMITTEE, may apply for such a vacancy. The Superintendent-Principal shall select the applicant who in their judgment is best qualified. In the event that the Superintendent-Principal determines that two (2) or more applicants are equally qualified, preference will normally be given to qualified faculty members who are in the employ of the COMMITTEE. Any faculty member covered by this Agreement who applies for such a vacancy and who is not selected may request an explanation of the reasons therefore from the Superintendent-Principal or their designee.

## ARTICLE X -- INSURANCE

### 10.1 Health Insurance

#### (a) Funding and Eligibility

- (i) Without limiting the District's rights under the 2011 Massachusetts Municipal Health Reform, the COMMITTEE will pay a percentage of the premium for individual or family coverage, as each faculty member may elect, for health insurance coverage offered by Minuteman-Nashoba Health Group or such other provider agreed upon by the COMMITTEE and the ASSOCIATION. To be eligible for such coverage faculty members must regularly work at least twenty (20) hours per week. Such coverage shall be provided for the full twelve (12) month period beginning September 1 and ending August 31 for faculty members who are employed for the period beginning September 1 through the end of the school year, and shall be provided for faculty members who are first employed after September 1 as soon as practicable after the date of hire. As soon as such coverage becomes available, health insurance for the domestic partners of faculty members will be offered.
- (ii) The Health Insurance Advisory Committee appointed by the COMMITTEE will be maintained. Such Committee will include two representatives from the COMMITTEE and two representatives from the faculty selected by the ASSOCIATION as well as the ASSOCIATION President or their representative. The COMMITTEE will inform the Health Insurance Advisory Committee of any proposed changes to health insurance coverage within seven (7) days of receipt of notice from the carrier of any proposal to modify health insurance coverage.
- (iii) Except as set forth in the last sentence of this paragraph, the District will pay sixty-five percent (65%) of such premiums. Notwithstanding the foregoing, the premium contribution rates for all indemnity plans, i.e., POS and PPO plans, will be 51% contributed by the District and 49% by the subscriber.
- (v) Payroll deductions for health insurance shall be made before taxes are calculated in accordance with Internal Revenue Service codes providing that the faculty member participates in a cafeteria plan for that purpose.

#### (b) Paid Leave of Absence

The COMMITTEE will continue to pay the cost of insurance coverage at the rate and in the manner described in Section 11.1 during the period of any approved paid leave of absence provided the faculty member continues to pay their share of the cost in a manner acceptable to the COMMITTEE.

#### (c) Unpaid Leave of Absence

The COMMITTEE shall continue such insurance coverage for a faculty member who is on an unpaid leave of absence, provided such faculty member pays the full premium for such coverage to the COMMITTEE, except in the case of unpaid leave due to illness. Individuals on unpaid leave due to illness will continue to receive coverage at the same percentage as individuals on a paid leave of absence.

#### (d) Retirees

The District will guarantee to all faculty members retiring from the Regional School District the right to retain their membership in the health insurance program agreed to by the ASSOCIATION and the COMMITTEE. Those members retiring prior to August 31, 2017 and who have continuously participated in the District's health insurance program since retirement will contribute to the cost of health insurance premiums at the same rate as they would have contributed for the applicable plan when they were last active employees, except that those who retired on or before August 31, 1994 will contribute at the percentage rate in effect on August 31, 1994. Active employees who retire on or after September 1, 2017 or who retired prior to August 31, 2017 and joined the insurance program on or after September 1, 2017 will contribute to the cost of health insurance premiums at 50% of the premium.

### 10.2 Cafeteria Plans

Each faculty member shall have the option to participate in a flexible spending account program for out-of-pocket medical expenses and/or dependent care in accordance with Section 125 of the Internal Revenue Service Codes. An outside administrator will administer such plans and the full cost to participate in such plans will be the responsibility of the COMMITTEE.

### 10.3 Life Insurance

(a) The COMMITTEE will at its expense, maintain a group life insurance policy with a defined death benefit for any employee, the details of which are specified in section 10.3 a, b, c, and d. Unless otherwise directed in writing by the employee, the benefit will be paid to the beneficiary of the life insurance policy provided by the District. For the purposes of this section a faculty member on "active employment" shall refer to any faculty member who is currently receiving salary payments from the COMMITTEE, or who is on a paid or unpaid leave of absence.

(b) The Committee will also, at its expense, pay a single sum salary adjustment benefit on behalf of any employee of the District with three (3) or more years of service who dies while in the active employ of the District. The benefit will be based on years of service to the Regional School District as follows:

- 3 - 4 years = 1 month's equivalent salary.
- 5 - 9 years = 2 month's equivalent salary.
- 10 - 14 years = 3 month's equivalent salary.
- 15 - 19 years = 4 month's equivalent salary.
- 20 - 24 years = 5 month's equivalent salary.
- 25 and over = 6 month's equivalent salary.

(c) Years of service will be calculated from the date of employment. Unpaid leaves of absence will be deducted from benefit calculations. Salary determinations will be based solely upon Schedule A.

(d) The amount of this benefit for part-time employees shared with other districts shall be calculated on the basis of the salary paid by the Lincoln-Sudbury Regional School District.

### 10.4 Death & Dismemberment Insurance

The COMMITTEE will at its expense maintain a group Death and Dismemberment insurance policy of \$10,000 for each faculty member who works twenty (20) hours per week or more or who is on a paid or unpaid leave of absence. If a faculty member is still working at age sixty-five (65), the level of benefit is reduced to \$6,500. Retired faculty members are covered under this policy for \$1,000.

### 10.5 Disability Insurance

Each faculty member shall have the option to obtain disability insurance issued by a mutually agreed upon carrier, and to have one hundred percent (100%) of the premium deducted from their salary by payroll deduction.

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## ARTICLE XI -- FACULTY RIGHTS

### 11.1 Use of School Facilities

The ASSOCIATION or any faculty member will have the right to use school buildings, grounds, facilities, and equipment for school related activities without cost at reasonable times. Requests for such use should be made in accordance with established procedure and under such safety and security guidelines as may be established by the COMMITTEE.

### 11.2 Space, Facilities, and Equipment

The COMMITTEE will provide suitable space, facilities, and equipment for the professional activities of the faculty. Each teacher employed at least .5 FTE will be provided a standard desk with storage in an area that is not used for student activities during the teacher's non-teaching time. If a teacher does not have their own classroom, a cart for movement of materials will be provided on request. Suitable office space will be provided for the President of the ASSOCIATION.

### 11.3 Protection

(a) Faculty members will immediately report all cases of assault or vandalism against personal property suffered by them in connection with their employment whether the assault and/or vandalism occurs at school or elsewhere. Such reports shall be made in writing to the Superintendent-Principal.

(b) This report will be forwarded to the COMMITTEE, which will comply with any reasonable request from the faculty member for the information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the faculty member, police, and the courts.

(c) Indemnification of faculty members for expenses in connection with criminal or civil proceedings shall be to the extent permitted by Chapter 258.

#### 11.4 On the Job Injury

A faculty member who is required to be absent from school as a result of personal injury caused by an accident or an assault occurring in the course of their employment will be compensated by the COMMITTEE for the difference between the faculty member's salary and payments received under Massachusetts Worker's Compensation Insurance to the extent that the faculty member is entitled to sick days for the accident or assault.

#### 11.5 Faculty Members' Dependents Attending Regional High School

Dependents of faculty members shall be permitted to attend the Lincoln-Sudbury Regional High School without tuition, provided the student's educational needs can be met within the school and its academic and support services.

#### 11.6 Faculty Evaluation Plan (Attachment B)

(a) The evaluation procedures (Attachment B) adopted by the COMMITTEE and mutually agreed to by the parties shall be in writing, and the COMMITTEE shall make copies available to all faculty members. The COMMITTEE will bargain with the ASSOCIATION to the extent required by law concerning any change in the evaluation procedures.

(b) The evaluation procedures will not be applied to any faculty member in a discriminatory manner.

#### 11.7 Personnel Records

(a) A faculty member shall have the right to review and make copies of all records concerning themselves. All records concerning a faculty member are to be kept in one place, together, in the office of the Director of Finance and Operations.

(b) A faculty member will acknowledge having reviewed material in their folder by signing and dating a statement on the material to that effect. Such signature, however, shall not be deemed to indicate agreement with the contents thereof.

(c) No material which the Superintendent-Principal or appropriate administrator deems derogatory to a faculty member's conduct, service, character, or professional standing shall be placed in a faculty member's personnel folder unless the faculty member has been given an opportunity to review the material. The faculty member must complete such review within ten (10) school days of its receipt. A faculty member shall have the right to write a rebuttal of any item in their folder within one (1) month after the faculty member has reviewed the item. Any such rebuttal will be permanently attached to the document in question.

(d) Access to a faculty member's folder will be limited to the faculty member, the appropriate administrators, the Director of Finance and Operations, District Treasurer, and assistant, or members of the COMMITTEE. No other persons may obtain access to a faculty member's folder without the faculty member's written consent.

(e) For the purposes of this section "appropriate administrators" shall be the Superintendent-Principal; the Associate Principals, the Student Activities/Athletics Director; the Director of Student Services; the ACE Program Manager; and the Coordinator of Curriculum, Scheduling and Assessment.

#### 11.8 Just Cause

No faculty member shall be reprimanded, disciplined, or denied any professional advantages without just cause.

#### 11.9 Employee Assistance Program

(a) The parties shall implement an Employee Assistance Program. Without detracting from existing rights and obligations of the parties recognized in other provisions of this Agreement, the COMMITTEE and the ASSOCIATION agree to cooperate in encouraging employees to seek assistance for problems including but not limited to the abuse of alcohol and other drugs.

(b) If an employee fails to avail themselves of assistance, the normal contractual disciplinary procedures may be initiated.

(c) If an employee on an Assistance Program continues to be chronically affected in such a way as to influence their performance and/or evaluation, the normal contractual disciplinary procedures may be initiated.

### 11.10 Academic Freedom

The parties to this Agreement affirm their belief that scholarly pursuits are promoted by principles of academic freedom that minimize restraints on academic inquiry, pedagogy, curriculum, and student assessment. The parties further recognize the respective responsibilities of the COMMITTEE and Faculty in the formulation and classroom implementation of the School District's educational policies.

### 11.11 Part-Time Faculty Members

Except as specified to the contrary, part-time faculty members are entitled to all the rights, benefits, and conditions of full-time faculty members.

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## ARTICLE XII -- PROFESSIONAL DEVELOPMENT AND IMPROVEMENT

### 12.1 Conferences and Workshops

The COMMITTEE will pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by a faculty member who attends workshops, seminars, conferences, or other professional improvement sessions at the request and/or with the advanced approval of the Superintendent-Principal. Additional per diem compensation will also be paid when a faculty member, with the advanced approval of the Superintendent-Principal, attends a professional event between the close of school in June and the opening of school the following September. In other instances a faculty member may or may not be paid as the Superintendent-Principal may determine.

### 12.2 Course Reimbursement

The COMMITTEE will pay for such courses as have been approved in advance by the Superintendent-Principal.

(a) Payment will be made only upon submission by the faculty member of evidence of successful completion of the course(s) and payment of tuition and fees. Faculty members who are at least half-time (.5) or greater are eligible for course reimbursement. Faculty members who take courses while on approved paid or unpaid leaves of absence or are on sabbatical are eligible for course reimbursement if they were employed at least half-time (.5) or greater when they began their leave or sabbatical and are returning to at least a half-time (.5) or greater position. Subject to the availability of funds, faculty members who are less than half-time (.5) are eligible for course reimbursement after all requests for course reimbursement from at least half-time (.5) or greater faculty members have been reimbursed in full. Budgeted funds will be distributed as follows:

(i) First, the COMMITTEE will pay as close to one hundred percent (100 %) of the cost of each faculty member's first course as possible, or \$1000, whichever comes first;

(ii) Then, the COMMITTEE will, from the funds remaining, pay as close to one hundred percent (100 %) of the balance of each faculty member's first course and/or each faculty member's second course as possible up to \$1000;

(iii) And so on, through succeeding rounds, until all courses have been reimbursed and/or there are inadequate funds to pay out the balance of a round;

If, in any round, there are inadequate funds to pay out all of the money due in that round, the remaining funds will be paid out on a pro rata basis based on the balance due to each faculty member in that round.

(b) For the purposes of Section 12.2a "course" shall be defined as:

(i) a unit of no more than four (4) semester hours or its equivalent; and

(ii) one that has been approved in advance by the appropriate administrator and the Superintendent-Principal; and

(iii) either an in-service program or a course at an accredited college.

(c) During this Agreement, the COMMITTEE shall budget as follows for the purpose of course reimbursement:

21-22

\$35,000

It is understood that the COMMITTEE shall budget funds for course reimbursement for the period following the expiration of this Agreement only upon such terms as may be agreed upon by the COMMITTEE and the ASSOCIATION in a successor agreement. Nothing in this Article shall require that the Superintendent-Principal approve any application for course reimbursement that the faculty member does not determine to be in the best interest of the School District, and such determination shall not be subject to the grievance procedure or arbitration.

(d) Courses taken for recertification or retraining shall be considered as legitimately reimbursable pursuant to this Article. Retraining refers to courses taken to gain new certifications for the benefit of the District at the discretion of the Superintendent-Principal, or to aid in seeking a new profession, or to enroll in courses a faculty member is directed to take by the Superintendent-Principal. In any particular year of this Agreement, no more than fifty percent (50%) of the budgeted moneys shall be used for the reimbursement of courses that have been taken for the purpose of retraining.

(e) The deadline for submitting requests for reimbursement for courses is October 15. The distribution of money shall be made by November 15.

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#### ARTICLE XIII -- JOINT MEETINGS

13.1 The ASSOCIATION'S Executive Committee and the Superintendent-Principal shall meet at least monthly for the purpose of reviewing the administration of this Agreement and the general welfare of the school.

13.2 The COMMITTEE, the Superintendent-Principal, and the ASSOCIATION'S Executive Committee shall meet at least once each year before December 15 for the purpose of reviewing the operation of the School.

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#### ARTICLE XIV -- PAID LEAVES OF ABSENCE

##### 14.1 Sick Leave

(a) 120 calendar days per sickness or injury shall be guaranteed to each faculty member. No residual benefits shall accrue from unused sick days. This policy will be reviewed annually to assess its costs and benefits to the faculty members and to the COMMITTEE. In order to be eligible to take sick leave a faculty member must

(i) report the illness or injury to the Superintendent-Principal or their designee as soon as practicable and no later than one (1) hour prior to such faculty member's scheduled reporting time on the first day of absence, except in extreme emergency; and

(ii) upon request, in the event of an absence of five (5) days or more or if the COMMITTEE believes that there may be abuse, provide medical evidence satisfactory to the COMMITTEE that the faculty member was actually prevented from working due to personal illness or injury.

##### 14.2 Bereavement Leave

A faculty member shall be granted up to five (5) school days of leave without loss of pay for time necessarily and actually lost by reason of a death of a member of the faculty member's immediate family or of a close friend. Members of the "immediate family" shall include the faculty member's spouse or domestic partner, and the parents, grandparents, children, grandchildren, siblings, or children of siblings of the faculty member and of their spouse or domestic partner, or other members of the faculty member's immediate household.

##### 14.3 Medical Need of a Member of a Teacher's Immediate Family

A faculty member shall be granted up to five (5) school days of leave without loss of pay for time necessarily and actually lost by the need of the faculty member to care for a member of their immediate family who has a medical need. Members of the "immediate family" shall include the faculty member's spouse or domestic partner, and the parents, grandparents, children, grandchildren, siblings, or other members of the faculty member's immediate household.

##### 14.4 Parental Leave

A faculty member who is pregnant shall be granted eight (8) weeks of leave without loss of pay for the birth of the child. A faculty member whose spouse is pregnant, or who is an adopting parent, shall be granted up to ten (10) school days of leave without loss of pay. Parental leave may be taken at any time within twelve (12) weeks following the birth or adoption and need not be taken consecutively. See Section 16.3 for additional terms of parental leaves of absence.

##### 14.5 Religious Leave

A faculty member shall be granted up to three (3) school days leave without loss of pay for time necessarily and actually lost for observance of a recognized major religious holiday of the religious faith to which such faculty member belongs, when such holiday falls on a day on which faculty members are required to report. Notification by a faculty member of their intention to take such leave should be made to their immediate supervisor as far as possible in advance of such holiday, but in no event less than forty-eight (48) hours in advance of such holiday.

#### 14.6 Jury Duty

Upon notification of a faculty member's immediate supervisor, a faculty member will be granted leave without loss of pay to serve, as long as the court may require, as a member of a jury. Any payment the faculty member receives for this duty shall be reimbursed to Lincoln-Sudbury Regional High School.

#### 14.7 Personal Leave

A faculty member shall be granted up to five (5) school days leave without loss of pay for time necessarily and actually lost for important personal and/or business reasons, if such activity cannot be carried on at any other time. Notification of the need for such leave shall be made to the faculty member's immediate supervisor as far as possible in advance of the date of such leave, but in no event less than twelve (12) hours in advance of such date unless waived by such immediate supervisor. Any faculty member who needs a personal day(s) need not indicate the reason the faculty member needs the day(s).

#### 14.8 General

Upon recommendation of the faculty member's immediate supervisor, additional leaves of absence or extensions of leaves beyond the limits set forth in this Article may be granted by the Superintendent-Principal at their discretion. Moreover, the Superintendent-Principal is responsible for assuring the fair application of the paid leave of absence policy. A faculty member shall continue to accrue time toward Professional Teacher Status while on a paid leave of absence under Article XIV.

#### 14.9 Immediate Supervisor

For the purposes of this article only, a faculty member's immediate supervisor shall be defined as being the faculty member's Associate Principal; Director of Athletics and Activities; the Director of Student Services and Special Education; the ACE Program Manager; Coordinator of Curriculum, Scheduling and Assessment; or their designee.

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### ARTICLE XV -- PAID SABBATICAL LEAVE

#### 15.1 Eligibility

A faculty member with Professional Teacher Status may first apply in their sixth year of service to the School District for a paid sabbatical leave to be effective during their seventh year of service. A faculty member who has been granted a sabbatical leave may apply for another such leave no earlier than six (6) years after the expiration of such leave.

#### 15.2 Applications

A faculty member who desires a sabbatical leave must apply therefore in writing to the COMMITTEE no later than December 1 preceding the school year during which such faculty member desires sabbatical leave. The application shall be submitted to the Superintendent-Principal, and shall state the purpose and plans for the sabbatical leave which is sought. Upon request of the Superintendent-Principal, the applicant will file a sabbatical leave plan including a statement of objectives and the procedures whereby these objectives are proposed to be achieved.

#### 15.3 Notification

After recommendation by the Superintendent-Principal, the COMMITTEE shall notify the applicant of its decision no later than April 1 preceding the school year for which the applicant seeks sabbatical leave.

#### 15.4 Salary

The COMMITTEE may grant a sabbatical leave for a full school year with pay at the rate of half of the faculty member's base salary, or for half a school year with pay at the rate of the faculty member's base salary.

#### 15.5 Funding

During the term of this Agreement, the COMMITTEE may provide funds for four (4) sabbaticals, three (3) of which will be full year sabbaticals at one-half (1/2) pay, except if the three (3) full year sabbaticals are not awarded, then a total of three (3) one-half year sabbaticals at full pay may be awarded. It is understood that the COMMITTEE may provide funds for sabbatical leaves for the school year following the expiration of this Agreement only upon such terms as may be agreed upon by the COMMITTEE and the ASSOCIATION in a successor Agreement. Nothing in this Article shall require that the COMMITTEE grant any application for sabbatical leave that the COMMITTEE does not determine to be in the best interest of the School District, and such determination shall not be subject to the grievance procedure or arbitration.

### 15.6 Faculty Responsibility

Prior to being granted a sabbatical leave, a faculty member shall enter into a written agreement with the COMMITTEE that such faculty member shall, immediately upon completion of such sabbatical leave, return to active service for the COMMITTEE for a period equal to twice the length of such sabbatical leave and that, in default of completing such service, such faculty member shall refund to the COMMITTEE such proportion of the sabbatical leave pay received as the amount of service not actually rendered, as agreed, bears to the whole amount of service agreed to be rendered. No refund shall be required for such period that such faculty member is prevented from rendering the amount of service as agreed because of such faculty member's death, long-term illness, permanent physical or mental disability, or reduction in faculty.

### 15.7 Step Increase

The period of Sabbatical Leave will be applied toward step increases in Schedule A and any other kind of seniority benefits.

### 15.8 Other Paid Leaves

Other extended leaves of absence with pay may be granted by the COMMITTEE. Such leaves shall not provide benefits which exceed those for sabbatical leaves.

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## ARTICLE XVI -- LEAVES OF ABSENCE WITHOUT PAY

### 16.1 Military Leave

A faculty member who is inducted or recalled into or enlists in any branch of the armed forces of the United States shall be entitled to a leave of absence without pay of up to four (4) years, and shall, upon return from such leave, be granted such rights of reinstatement as required by law, except that credit for such service for salary purposes shall also be governed by Article V.

### 16.2 Service Leave

At the discretion of the COMMITTEE a faculty member may be granted a leave of absence without pay in order to serve in the Peace Corps, AmeriCorps, or other service organization. Credit for such service for salary purposes shall be governed by Article V hereof. Credit for such service for other purposes shall be determined by the Superintendent-Principal at their discretion.

### 16.3 Maternity/Parental Leave

A parental leave of absence without pay will be granted to a faculty member as required by, and subject to the terms of, General Laws Chapter 149, Section 105D which allows an employee to be granted eight weeks unpaid leave for the birth or adoption of a child. In addition, to comply with the Family Medical Leave Act, an additional four weeks unpaid leave will be allowed. Employer health insurance contribution will remain in effect for the entire 12-week period.

A parental leave of absence without pay will be granted to a faculty member who is pregnant or whose spouse is pregnant, or to an adopting parent, for a period of up to one (1) year, provided that the COMMITTEE is given at least forty (40) days prior written notice. Such leaves may begin only on the actual or predicted birth date, the actual or predicted adoption date, or the end of a marking period. A parental leave that has been granted may be shortened or extended by mutual agreement.

Faculty who are on yearlong parental leave (September - June) must provide notice of their intent to return on or before January 15 for employment to recommence in the following September. Faculty on leaves that do not follow the academic calendar must notify the District of their intent to return half way through their leave.

### 16.4 Long-Term Medical Leave

A faculty member who suffers a long-term illness exceeding the provisions of 15.1 shall be given one (1) year of long-term medical leave without pay for every five (5) years of service to the COMMITTEE. A faculty member requesting such a leave or on such a leave must submit annually a written statement from their physician stating the nature of the medical condition and recommending the granting or continuation of the leave. If a teacher on long-term medical leave is ready to return to full- or part-time employment, the faculty member must so inform the Superintendent-Principal in a letter accompanied by a physician's statement that the faculty member is ready to

return to work. The notice of intent to return must be submitted on or before January 15 for employment to recommence in the following September.

#### 16.5 Other Leaves of Absence Without Pay

(a) Other leaves of absence without pay may be granted by the COMMITTEE. At the time of granting or extending such a leave the COMMITTEE will make clear the conditions of rehiring in writing and if possible guarantee the position of the faculty member given such a leave for the length of the leave, up to one (1) year. The position of the returning faculty member may be held for longer than one (1) year.

(b) Faculty members on unpaid leave shall be required to inform the COMMITTEE of their intention to return or to request an extension of their current leaves on or before January 15.

(c) The District will notify teachers of decisions regarding any requests for leaves no later than fourteen (14) calendar days after final vote of the Budget by member towns.

(d) Beginning in the 2010-2011 school year, a faculty member granted part-time leave for a second consecutive year who subsequently requests an increase in sections will have first right of refusal to any available section(s), but not the right to take sections from faculty members hired before the request for an additional section was submitted. If more than one faculty member is requesting an additional section, the section shall be assigned to the more senior faculty member as defined in Section 6.7 (a).

(e) The Committee will also grant leaves without pay in accordance with the Family and Medical Leave Act (29 United States Code (USC) Chapter 28).

#### 16.6 General

The period of a leave of absence without pay under this Article will not be applied toward Professional Teacher Status, steps on Schedule A, L-S Service Stipend, L-S Master Teacher Stipend, or any kind of seniority. Each request for leave or extension or renewal of leave shall be applied for in writing and answered in writing.

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### ARTICLE XVII -- TRANSITION LEAVE

#### 17.1 Eligibility

Transition leave may be granted to a faculty member at the COMMITTEE'S discretion. To qualify for a transition leave, a faculty member must have served a minimum of four (4) years at Lincoln-Sudbury. A faculty member who accepts a transition leave must sign a resignation effective as of the end of the leave.

#### 17.2 Alternatives

Faculty members may choose one from among the following plans:

(a) A full year at half salary, maintaining health insurance, the leave ending and the resignation taking effect on June 30 of the following academic year.

(b) A half year at full salary, maintaining health insurance, the leave ending and the resignation taking effect on January 31 of the following academic year.

(c) A lump sum payment equal to half a year's salary, payable on the following September 15, when the resignation will also take effect. This alternative provides no health insurance coverage.

#### 17.3 Salary and Deadline

Salaries paid for transition leaves shall be based on Schedule A only. If a faculty member who is granted a transition leave is currently part-time, such faculty member's transition leave salary will be determined by averaging their percentage of employment over the past three (3) years. A faculty member who wishes to apply for a transition leave must submit a letter to the Superintendent-Principal indicating the terms desired. This letter is due by December 1.

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### ARTICLE XVIII -- PAID EMERITUS STATUS

#### 18.1 Eligibility

Upon a faculty member's retirement, the COMMITTEE may offer paid emeritus status to a faculty member. Pursuant to Massachusetts General Laws c. 32, § 91, there are limitations on the amount of time that a rehired retiree may work and the amount of money that the faculty member may earn. Adhering to these laws is the responsibility of both the employee and employer. If the COMMITTEE wishes to retain the services of a retired faculty member, the following conditions shall prevail, and will be agreed to by the COMMITTEE and the faculty member in writing:

- (a) length of the emeritus status

- (b) compensation, which shall be equal to the salary the faculty member would be paid on Schedule A at the beginning of the first academic year of their paid emeritus status. This amount will not exceed the maximum amount allowed by law
- (c) benefits, if eligible and permitted by law, such as, which shall include health and other insurance benefits, sick leave, and other forms of paid leaves enumerated in Article XIV, and
- (d) other conditions, such as numbers of sections, students, class meetings, or hours or days per week; and independent study arrangements; advisory and administrative responsibilities, etc.

#### 18.2 Extensions and Amendments

Extensions of or amendments to each faculty member's individual emeritus agreement may be made by the joint consent of the COMMITTEE and the faculty member.

#### 18.3 Exemptions

A faculty member on emeritus status shall be subject to all the provisions of this Agreement save Article VI, Article XV, and Article XVI.

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### ARTICLE XIX -- PAYROLL DEDUCTIONS

#### 19.1 Association Dues

- (a) The COMMITTEE agrees to deduct from the salaries of faculty members who have on file with the COMMITTEE an executed current Dues Deduction Authorization Card, dues for the ASSOCIATION, Massachusetts Teachers' Association, and the National Education Association and to transmit the moneys to the ASSOCIATION'S Treasurer.
- (b) Deductions referred to in Section 17.1 (a) above will be made in equal payments commencing in October and continuing through the second paycheck in May in amounts certified by the ASSOCIATION'S Treasurer as being the regular membership dues of the ASSOCIATION, the Massachusetts Teachers' Association, and the National Education Association.
- (c) The amounts deducted will be submitted to the ASSOCIATION'S Treasurer as soon as reasonably possible after the issuance of the paychecks from which the deductions were taken.
- (d) The provision of Section 17.1 (a) shall be subject to the requirements of Section 17C of Chapter 180 of the General Laws including the requirement that the Treasurer of the Lincoln-Sudbury Regional School District shall be satisfied by such evidence as the faculty member may require that the ASSOCIATION'S Treasurer has given to the ASSOCIATION a Bond, in a form approved by the Commissioner of Corporations and Taxation, for the faithful performance of their duties, in a sum and with such surety or sureties as are satisfactory to the Treasurer of the Lincoln-Sudbury Regional School District.

The ASSOCIATION shall indemnify and save the COMMITTEE harmless against any claim, demand, suit, or other form of liability that may arise out of, or by reason of, action taken or not taken by the COMMITTEE for the purpose of complying with this Article or in compliance with any dues deduction authorization furnished to the COMMITTEE.

#### 19.2 Lincoln-Sudbury Town Employees Federal Credit Union

- (a) The COMMITTEE agrees to deduct from the salaries of faculty members who have on file with the COMMITTEE an executed current Credit Union Deduction Authorization Card an amount or amounts specified for the purchasing of shares of, or making deposits in, or repaying a loan from the Credit Union.

The amounts deducted will be transmitted to the Credit Union as soon as is reasonably possible after the issuance of paychecks from which the deductions were taken.

The provisions of Section 17.2 shall be subject to the requirements of Section 178B of Chapter 149 of the General Laws including the requirement that the Treasurer of the Lincoln-Sudbury Regional School District shall be satisfied by such evidence as the faculty member may require that the Credit Union Treasurer has given bond as required by law for the faithful performance of their duties.

### 19.3 Tax Sheltered Annuities

Faculty members may participate in tax sheltered annuity plans in accordance with Section 37B of Chapter 71 of Massachusetts law.

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## ARTICLE XX -- HEALTH AND SAFETY PROTOCOL

### 20.1 General

The COMMITTEE will agree to maintain a healthful and safe workplace.

In order to minimize disruption of normal school operation and to minimize the health and safety risks of those in the school and on school grounds, the COMMITTEE will enter into construction and maintenance contracts that are in compliance with all applicable federal, state and local health and safety laws and regulations (e.g. state building codes, EPA, DEP and OSHA regulations).

### 20.2 Communications

#### (a) Representatives

The COMMITTEE and the ASSOCIATION will each appoint one Health and Safety Representative to serve as health and safety ombudspersons. These representatives will receive and transmit, in a timely manner, information and concerns regarding maintenance and/or construction projects. These representatives will also be responsible for visiting sites to help expedite the resolution of health and safety concerns.

#### (b) Notice of maintenance/construction phases

The COMMITTEE's Health and Safety Representative will distribute a notice of upcoming construction conditions, to include, but not be limited to, information relating to noise, debris, changes in walkways or emergency routes, use of toxic or volatile chemicals, and any other activity that may impact the health or safety of those within or on the grounds of the school.

#### (c) Provision for emergencies

If routes of emergency egress, fire alarm operation, and other emergency procedures are to be altered, signs and notices indicating any changes will be posted in a timely and effective manner. The Sudbury Fire Chief will be consulted on an ongoing basis.

#### (d) Materials Safety Data Sheets

All Materials Safety Data Sheets required by state and federal regulations will be available for inspection by members of the ASSOCIATION in accordance with law.

### 20.3 Industrial Hygienist

#### (a) Appointment

After considering recommendations from both Health and Safety Representatives the COMMITTEE may hire an industrial hygienist for the duration of any future extended repair and/or construction projects. The hygienist will perform periodic routine environmental monitoring of the workplace as required by law, and make independent judgments and recommendations to the COMMITTEE regarding health and safety conditions. The hygienist will also respond to complaints and inquiries regarding health and safety issues raised jointly by the Health and Safety Representatives within seven (7) days of receiving the complaints or inquiries.

#### (b) Monitoring

Any information gathered by the industrial hygienist will be made available to the Health and Safety Representatives. The Health and Safety Representatives will be informed in a timely manner (no less than 24 hours in advance except for emergencies) of monitoring and they, or their appointees, will be permitted to accompany the hygienist while monitoring is being performed.

### 20.4 Suspected Unsafe or Unhealthful Conditions

#### (a) Procedure.

An individual who suspects a condition that threatens health or safety, will immediately notify the Health and Safety Representatives.

(i) If the representatives agree that such condition exists, the unsafe or unhealthful condition will be brought to the attention of the Administration, and the Administration will take appropriate action.

(ii) If either Health and Safety Representative believes an unsafe or unhealthful condition exists that has not been alleviated in a timely manner, additional analysis and/or testing may be requested, and the COMMITTEE will consider the request and respond within 21 days.

(b) Log of complaints

The COMMITTEE's Health and Safety Representative will maintain a log of all reports of suspected hazardous conditions, complaints received, and descriptions of how situations were addressed and resolved. The log will be available to all faculty.

(c) No reprimands will be made for bringing forth a complaint.

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#### ARTICLE XXI - COMMITTEE RIGHTS

21.1 Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, all the authority, power, rights, jurisdiction, responsibilities, and duties of the COMMITTEE under the laws of the Commonwealth or of any of the Member Towns or the Agreement for a Regional School District for the Towns of Lincoln and Sudbury, dated as of March, 1954, as from time to time amended, are retained by and reserved exclusively to such COMMITTEE. In addition, it is understood that the responsibilities to determine the number of staff and its distribution rest solely with the COMMITTEE subject only to the negotiated ratios as stated in Article VII Section 7.1 and 7.2.

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#### ARTICLE XXII -- PRECEDENCE OF LAWS AND REGULATIONS

22.1 The accomplishment of the purposes of the existence of the Lincoln-Sudbury Regional High School is paramount in the interests of the parties hereto, as well as in the public interest. In the administration of all matters covered by this Agreement, the COMMITTEE and the ASSOCIATION are governed by the provisions of any existing or future laws and regulations and amendments thereto which may be applicable, and this Agreement shall at all times be applied in accordance with and subject to such laws and regulations.

22.2 Should any provision of this Agreement be deemed to be in conflict with any law or regulation, it may become the subject matter of discussion by the parties hereto for purpose of attempting to negotiate a substitute provision in compliance with the requirements of such law or regulation.

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#### ARTICLE XXIII -- COMPLETE AGREEMENT

23.1 This Agreement contains and constitutes the complete and entire Agreement of the parties. No prior Agreement or understanding or additions, waivers, deletions, changes, or amendments of this Agreement shall be of any effect during the term of this Agreement except by the mutual written consent of the parties. All matters not dealt with herein shall be treated as having been brought up and disposed of and neither party shall be under any obligation to discuss with the other party any additions, waivers, deletions, changes or amendments to this Agreement which are to be effective during the term hereof

23.2 Negotiations to amend this Agreement may be initiated at any time by mutual consent of the parties.

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#### ARTICLE XXIV -- DURATION

24.1 This Agreement shall be effective as of September 1, 2021, except as otherwise provided herein, and shall remain in effect to and including August 31, 2022 and shall then terminate unless extended by the parties hereto.

24.2 Either party may reopen negotiations for a successor Agreement at any time after January 1, 2021 by sending written notice of such intention to the other party.

In Witness whereof the parties hereto cause these presents to be signed and delivered by their duly authorized representatives as of the day and year first above written.

Lincoln-Sudbury Regional  
Teachers' Association

By



Joshua Gilman, Co-President



Mark Mason, Co-President



Danielle Weisse, Vice President



Shawn Lingley, Negotiator



Melisa Shen, Negotiator



Caroline Singler, Negotiator

Lincoln-Sudbury Regional School Committee

By



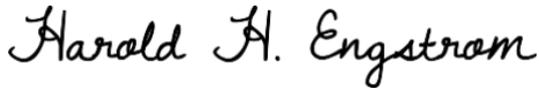
Ellen Joachim, Chair



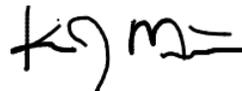
Carole Kasper, Vice-Chair



Cara Endyke Doran



Harold Engstrom



Kevin Matthews



Candace Miller



Henry Hayes  
Town Manager of Sudbury  
and for the Town Administrator of Lincoln

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SCHEDULE A

2020-21

Step	B	M	M15	M30	M45	M60
1	52,327	56,515	58,211	59,957	61,755	63,607
2	54,421	58,775	60,538	62,355	64,226	66,151
3	56,599	61,126	62,960	64,848	66,793	68,798
4	58,863	63,572	65,478	67,443	69,464	71,549
5	61,217	66,115	68,099	70,141	72,244	74,412
6	63,665	68,760	70,822	72,945	75,135	77,389
7	66,212	71,509	73,656	75,864	78,140	80,486
8	68,860	74,368	76,600	78,898	81,267	83,703
9	71,615	77,344	79,664	82,054	84,516	87,051
10	74,479	80,438	82,852	85,337	87,898	90,532
11	77,458	83,654	86,166	88,749	91,412	94,156
12	80,558	87,002	89,612	92,301	95,070	97,921
13	83,778	90,483	93,196	95,992	98,873	101,838
14	87,131	94,102	96,924	99,831	102,827	105,911
15	90,616	97,865	100,801	103,826	106,939	110,148
16	95,884	101,781	104,832	107,977	111,217	114,553
17	96,476	108,290	109,366	116,068	119,533	123,100

SCHEDULE B: COACHES & EXTRA SERVICE STIPENDS

<b>Coaching Stipends</b>	
<b>Position (<i>sports in italic currently unfunded</i>)</b>	<b>2021-2022</b>
Baseball	5,636
Baseball Assistant/Pitching Coach	1,870
Baseball - JV	3,294
Baseball - 9th	3,007
Basketball - Boys	6,297
Basketball - Girls	6,297
Basketball - JV Boys	3,604
Basketball - JV Girls	3,604
Basketball - 9th Boys	3,318
Basketball - 9th Girls	3,318
Cheerleading, Fall Season	4,084
Cross Country - Boys	4,084
Cross Country - Boys Asst	2,853
Cross Country - Girls	4,084
Cross Country - Girls Asst	2,853
<i>Equipment Manager - Assistant</i>	3,202
Field Hockey	5,636
Field Hockey -JV	3,294
Field Hockey - 9th	3,007
Football	9,386
Football Assistant	5,570
Football - JV (paying 2)	5,122
Football - 9th (paying 2)	4,132
Golf	4,084
Ice Hockey - Boys	6,297
Ice Hockey - Girls	6,297
Ice Hockey - Boys Asst	3,318
Ice Hockey - Girls Asst	3,318
<i>Ice Hockey - Boys JV</i>	3,114
Indoor Track - Boys	6,143
Indoor Track - Girls	6,143
Indoor Track - Boys Asst (paying 2)	3,604
Indoor Track - Girls Asst (paying 2)	3,604
Lacrosse - Boys	5,636
Lacrosse - Girls	5,636
Lacrosse - Boys Asst (paying 2)	2,387
Lacrosse - Girls Asst (paying 2)	2,387
Lacrosse - JV Boys	3,294
Lacrosse - JV Girls	3,294
Rugby - Boys	3,294

Rugby - Boys Asst	3,007
Rugby - Girls	3,294
Rugby - Girls Asst	3,007
Sailing	4,084
Sailing Asst	1,870
Skiing	4,084
Skiing - Alpine	4,084
Skiing - Alpine - Asst.	3,199
Skiing - Nordic	4,084
Soccer - Boys	5,636
Soccer - Girls	5,636
Soccer - Boys Asst	3,096
Soccer - Girls Asst	3,096
Soccer - JV Boys	3,294
Soccer - JV Girls	3,294
Soccer - 9th Boys	3,007
Soccer - 9th Girls	3,007
Softball	5,636
Softball Asst	1,870
Softball - JV	3,294
Softball - 9th	3,007
Spring Track - Boys	5,636
Spring Track - Asst (paying 2)	2,853
Spring Track - Girls	5,636
Spring Track - Asst (paying 2)	2,853
Swimming - Boys Girls	6,143
Swimming - Asst	3,604
Swimming - Diving	3,891
Tennis - Boys	4,084
Tennis - Girls	4,084
Tennis - JV Boys - (Var Asst)	2,845
Tennis - JV Girls - (Var Asst)	2,845
Volleyball - Boys	5,636
Volleyball - Girls	5,636
Volleyball - JV Boys	3,294
Volleyball - JV Girls	3,294
Volleyball - 9th Boys	3,006
Volleyball - 9th Girls	3,006
Wrestling	6,143
Wrestling - Asst	3,604

<b>Extra Service Stipends</b>	
<b>Position (<i>Activities in italic currently unfunded</i>)</b>	<b>2021-2022</b>
Amnesty International	1,150
Asian Culture Club	1,150
Best Buddies	1,150
<i>Climbing Club</i>	1,727
Cum Laude	1,439
Drama -Choral Director - Musical	1,727
Drama - Choreographer	1,727
Drama - Drama Director's Stipend - 1	3,270
Drama - Drama Director's Stipend - 2	3,270
Drama - Drama Director's Stipend - 3	3,270
Drama - Music Support	1,727
Drama - Music Production Support	1,727
Drama - Stipend	7,630
Drama - Technical Director (split multiple)	7,085
DYAD	8,287
DYAD Business Manager	1,150
First Adventure	2,722
Forum	8,287
Forum Business Manager	1,680
Fountain	1,727
French Club	1,727
Gay Straight Alliance - 1	863
Gay Straight Alliance - 2	863
German Club	1,727
Junior Class Advisor - 1	1,727
Junior Class Advisor - 2	1,727
L-S Dance Troupe	1,150
L-S Film Society	1,150
L-S Website - 1	1,150
L-S Website -2	1,150
Math Team	1,150
MLK Coordinator	5,913
MLK Coordinator Asst	2,534
MLK Support	1,442
Model UN	1,150
Ninth Grade Advisor -1	1,150
Ninth Grade Advisor -2	1,150
Outdoors Club	1,150
Pals, Circle of Friends	1,150
Robotics (Engineering Team)	2,591
SADD	1,150
Science Club Total, paid as follows	2,591

Science Olympiad	647
Women of Science Team	129
Ocean Bowl Team	1,036
Science Bowl Team	778
Senior Class Advisor -1	1,727
Senior Class Advisor -2	1,727
Senior Class Business Manager	1,150
Sophomore Class Advisor - 1	1,150
Sophomore Class Advisor - 2	1,150
Spanish Club	1,727
Speech, Debate Team	1,727
Students Together Empowering Women (STEW)	1,150
Student Senate	1,150
WYAJ	2,303

<b>Experience Pay</b>		
Advisor/Head Varsity Coach - Maximum		\$1,400
Other Coaches - Maximum		\$ 925
Years of Experience		
	3 Years	5%
	4 Years	10%
	5 Years	15%
	6 Years	20%
	7 Years	25%
	8 Years	30%
	9 Years	35%
	10 Years	40%

<b>Other Stipends</b>	
<b>Position</b>	<b>2021-2022</b>
AP Coordinator	3000
College Visit Coordinator Stipend	3000
Connections Leader Stipend - 1	1680
Connections Leader Stipend - 2	1680
Fitness Center Manager	2763
Fitness Center Supervisor - Adult	<i>\$20/hour</i>
Fitness Center Supervisor - Students	<i>\$32/hour</i>
Fitness Center Supervisor - Summer	<i>\$35/hour</i>
Global Scholar - 1	1500
Global Scholar - 2	1500
Innovation Hub Stipend (range 500-1500)	500-1500
METCO - Diversity Work Stipend (Grant funded)	3000
METCO - MYM Stipend (Grant funded)	1500
METCO - Tenacity Team Stipend (grant funded)	1500
NEASC	
Rocks and Ropes Coordinator	1800

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ATTACHMENT A -- WAIVER

Pursuant to Article 6.3 (d) of the Agreement between the SCHOOL COMMITTEE and the TEACHERS' ASSOCIATION, I hereby elect layoff status rather than termination. In consideration of treating my reduction-in-faculty as an unpaid leave of absence, I hereby waive any present or future rights to a dismissal hearing which I may have pursuant to Chapter 71, Sections 42, 42A or 43A of the Massachusetts General Laws and I relieve the LINCOLN-SUDBURY REGIONAL DISTRICT SCHOOL COMMITTEE of any obligation it may have to comply with said statutes. If I am not recalled during this leave of absence I understand the COMMITTEE will vote on my dismissal pursuant to Chapter 71, Section 42 or 42A at the end of the unpaid leave of absence and I hereby waive my rights pursuant to Chapter 71, Section 42 or 42A and Section 43A with respect to SCHOOL COMMITTEE action at that time.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

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EVALUATION ARTICLE I

PURPOSES

E 1.1 Purposes

The purposes of this Faculty Evaluation Plan are:

- (a) To improve instruction by promoting the professional growth of faculty members.
- (b) To ensure that each faculty member is performing at a level that meets Lincoln-Sudbury's Standards of Performance.
- (c) To form the basis for decisions about staffing, layoffs, reductions in faculty, progression on Schedule A, and the granting of leaves and Professional Teacher Status.

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EVALUATION ARTICLE II  
STANDARDS OF PERFORMANCE

E 2.1 Standards of Performance

The following L-S Standards of Performance will be used by both the evaluator and the faculty member. These Standards summarize, but do not define, what is expected of faculty members at Lincoln-Sudbury. A document with a more detailed alignment of state rubrics to these standards, is available from your evaluator. The standards will be used in conjunction with the state Standards of Performance:

The L-S Standards:

Core Values = I, II, III, IV	[See E 2.2]
Knowledge of Subject Matter = I	[See E 2.3]
Professional Skills = I, II	[See E 2.4]
Contributing Member of the Faculty = IV	[See E 2.5]
Parent and Community Relationships = III	[See E 2.6]
Professional Growth = IV	[See E 2.7]

Massachusetts Standards:

- Standard I – Curriculum, Planning and Assessment
- Standard II – Teaching All Students
- Standard III – Family and Community Engagement
- Standard IV – Professional Culture

E 2.2 Core Values

Lincoln-Sudbury's Core Values are:

- (a) Fostering caring and cooperative relationships;
- (b) Respecting human differences;
- (c) Pursuing academic excellence;
- (d) Cultivating community

These Core Values represent the essential and enduring commitments contained in the school's philosophy. It is expected that these values will permeate the school and each faculty member's work.

E 2.3 Knowledge of Subject Matter

Faculty members at Lincoln-Sudbury are expected to have a strong interest in and knowledge of their subject matter that is reflected in their design of their curricula and their students' learning. Faculty members are expected to meet curricula expectations that the department members have helped design, and to keep current in their fields.

## Professional Skills

The following criteria are aligned with state Standards I and II and may be used in in classroom observations. During an observation, a faculty member may not demonstrate all the criteria. No evaluator will comment upon any criteria not documented. Lack of such observation and comment will not be held detrimental to any teacher's evaluation. The description of the following criteria is neither definitive nor inclusive. For further elaboration of these criteria, see Jon Saphier's book, *The Skillful Teacher*.

- (a) Teaching Professionals
  - (i) Attention: Are students attending to tasks and engaged in the curriculum consistently over the period? Does the teacher use various techniques to hold students' attention?
  - (ii) Momentum: Are the students free from interruption, waiting time, distractions, and delays? Does the teacher keep ideas developing, providing transitions when needed?
  - (iii) Expectations: Do students know exactly what is expected of them? Are the standards appropriate? Does the teacher communicate clearly? Are the standards high, yet attainable? Is the message sent that all students can learn?
  - (iv) Personal Relationship Building: Do the students show respect and regard for the teacher? Does the teacher build personal relationships with students which reflect mutual respect and understanding?
  - (v) Discipline: Are disruptive students dealt with effectively? Does the teacher have various means for working with disruptive or disengaged students?
  - (vi) Principles of Learning: Do students' experiences show opportune use of the principles of learning? Does the teacher build in productive uses of the principles of learning? Does the teacher interrelate concepts taught?
  - (vii) Clarity: Do students understand information and procedures? Is the teacher a good explainer? Does the teacher present accurate information and check for students' understanding?
  - (viii) Space: Does the teacher get the most out of the available space and furniture?
  - (ix) Time: Does the teacher make effective use of classroom time? Is the pace appropriate? Are beginning and ending minutes used appropriately? Does the teacher plan and manage student time appropriately?
  - (x) Routines: Do students follow efficient routines for all regularly recurring business?
  - (xi) Models of Teaching: Does the teacher match different classes and learning goals with different models of teaching?
  - (xii) Objectives: Are there clear and appropriate objectives embedded in the instruction?
  - (xiii) Evaluation: Do students receive systematic evaluation of their performance? Does the teacher know what the students have really learned? Does the teacher inform students of her/his evaluation criteria in a timely fashion?
  - (xiv) Learning Experiences: Does the teacher adjust learning experiences in an attempt to match the needs and learning styles of the different students?
  - (xv) Organization of Curriculum: Does the teacher plan learning experiences so that they show continuity, sequence, and integration with other learning experiences that students are having?

- (b) Other Professionals-Specialized Instructional Support Personnel (SISP)  
In addition to the following criteria, non-teaching professionals will be evaluated according to responsibilities contained in job descriptions developed by the administration in collaboration with those affected and the state standards.
- (i) Guidance Counselors and School Psychologists
    - (a) Provide Appropriate Learning and Counseling Experiences: Does the faculty member plan and employ strategies and techniques (individual, group) to assist with the varied needs of students (e.g., different learning styles, developmental levels, social and emotional needs)?
    - (b) Demonstrate Appropriate Planning: Does the faculty member maintain procedures and routines to meet the ongoing needs of students (e.g., monitoring interim reports and grades; orientation; writing recommendations; scheduling student, teacher, and parent conferences)?
    - (c) Demonstrate Counseling and Clinical Skills: Does the faculty member maximize counseling services to meet the ongoing needs of students? Does the faculty member encourage student involvement in school activities? Does the faculty member assist students by defining objectives, establishing strategies for reaching them, monitoring progress, and providing feedback?
    - (d) Demonstrate Communication Skills: Does the faculty member establish and communicate appropriate expectations? Does the faculty member assist in transition and orientation activities for students and parents (e.g. course selection, college information, transition to post-secondary programs, orientation of new students, and program transitions)? Does the faculty member communicate effectively with parents and the communities?
    - (e) Use of Available Resources: Does the faculty member utilize school and community resources to assist with student problems and development?
    - (f) Time: Does the faculty member manage time to maximize counseling services to all students?
  - (ii) Librarians and Media Specialists
    - (a) Demonstrate a Knowledge of Content and Curriculum: Does the faculty member support student achievement and growth? Does the faculty member support the school's instructional program?
    - (b) Provide Appropriate Learning Experiences: Does the faculty member employ strategies to assist with the varied needs of learners (e.g., different learning styles, developmental levels, social and emotional needs)?
  - (iii) School Nurses
    - (a) Demonstrates Competency in the area of school health: Does the nurse have an appropriate in-depth school nursing practice? Does the nurse keep current in the field and apply the knowledge to the health care of students and staff?
    - (b) Demonstrates appropriate planning and assessment of student health status: Does the nurse identify individual needs and plans for the appropriate nursing care? Does the nurse set short- and long-term goals for student health care needs? Does the nurse utilize resources and technologies that are appropriately matched to nursing interventions and individual student needs?
    - (c) Demonstrates effective instruction and uses appropriate instructional techniques: Does the nurse communicate effectively with students, colleagues and parents?

- E 2.5           Contributing Member of the Faculty  
Included for consideration here are participation in faculty, department and house meetings, on committees and other faculty groups, and collegial support of the faculty and its members. Faculty members may be evaluated as the advisor or coach of any extracurricular activity for which they have volunteered. No faculty member will be discriminated against due to not volunteering for an extracurricular or coaching position. Faculty members are also expected to carry out routine administrative responsibilities effectively and in a timely manner.
- E 2.6           Family and Community Relationships  
Included for consideration here are communicating both orally and in writing with families, making presentations, recognizing and using community resources, displaying an appreciation of the educational needs and expectations of the community, and contributing to parents' and other citizens' understanding of the school.
- E 2.7           Professional Growth  
Included for consideration here are faculty members' participation in professional development activities such as study groups, peer observations, graduate courses and workshops, maintenance of expertise, service on committees, and curriculum development.

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EVALUATION ARTICLE III  
THE EVALUATION PROCESS

- E 3.1           Purpose and Training  
The Evaluation Process is planned, regular, and continuing. It is designed to aid professional growth and to provide the COMMITTEE and the Administration with an assessment of the quality of a faculty member's work. The Evaluation Process also serves as the basis for making decisions about staffing, layoffs, reductions in faculty, progression on Schedule A, and the granting of leaves and Professional Teacher Status. The Administration shall acquaint all new faculty members with the Faculty Evaluation Plan during a paid orientation session prior to the opening of the school each year. The COMMITTEE will provide each new faculty member with a copy of *The Skillful Teacher*. A course in Saphier methodology will be offered annually to all faculty members at the COMMITTEE's expense. Any faculty member who successfully completes or has completed such a course can apply for three semester hours of graduate credit toward advancement on Schedule A.
- E 3.2           Frequency  
In accordance with state law, faculty members with professional status and ratings of exemplary or proficient will be evaluated on a two-year cycle. All other faculty will be evaluated on a cycle no longer than one year.
- E 3.3           Outline  
The individual evaluation process usually consists of the following steps:
- For educators on a one-year cycle:
1. Goals Conference held by September 30 to produce a one year Educator Plan [E 3.7]
  2. One Announced Long Observation for classroom teacher by November 30 [E 3.8A]
  3. One long observation or discussion for librarians, counselors, psychologists, and media specialists by December 20 [E 3.8A]
  4. At least three short unannounced visits with feedback, one to be completed by January 15, and all to be completed by April 15 [E 3.8B]
  5. Mid-cycle-Conference by January 31, write up by February 10 [E 3.10]
  6. Department Coordinator's Statement, by April 15 [E 3.11]
  7. Faculty Member's Statement, to be completed by April 15 [E 3.12]
  8. Summative Written Evaluation and Conference, conference to be completed by May 1, write-up by May 15 [3.14]

For educators on a two-year self-directed plan:

1. Goals will be agreed upon by faculty member and evaluator by October 15 of the first year of the two-year cycle, to produce a two year Educator Plan [E 3.7]
2. One Announced Long Observation or Discussion by April 1 of the first year [E 3.8A]
3. At least two short unannounced visits with feedback during year one, one to be completed by January 15 and at least three unannounced short visits with feedback in year two [E 3.8B]
4. Mid-cycle Conference by June 1 of year one [E 3.10]
5. Department Coordinator's Statement, March 1 of year two [E 3.11]
6. Faculty Member's Statement in March of year two, two days before the Summative Conference [E 3.12]
7. Summative Conference in March and Written Evaluation within three weeks of the conference. [E 3.14]
8. Continue work on the recommendations, collect data and begin to formulate an action plan for the next evaluation cycle.

E 3.4

Alternative Evaluation Processes

(a) Faculty Member's Choices

Quadrennially, at the goals conference required in E 3.7 (b), a faculty member who has eight (8) years of teaching experience, and who has received three (3) consecutive ratings of Category I - Satisfactory (before September 2013) and/or ratings of Exemplary or Proficient overall and ratings of Proficient or Exemplary on at least three state standards may choose one of the following methods of evaluation:

- (i) The faculty member may be evaluated using the process outlined in E 3.3.
  - (ii) The faculty member may establish a research-based action project which will serve as the focus of classroom observation and/or other professional activities. A project will be mutually agreed upon by the faculty member and their evaluator. Such a project will not include a formal announced observation and write up. The Alternate Evaluation Project will be the basis for the rating on each Standard to which it applies. The applicable Standards will be delineated in advance and be listed in the Plan. The Alternate Evaluation Project will be the faculty member's goal for the cycle.
- (b) Summative Written Evaluation  
At the conclusion of any of the processes outlined above, the evaluator will write a summative written evaluation as described in E 3.13.
- (c) Initiation of the Regular Procedure  
However, the faculty member's evaluator may, upon written notification of the faculty member, initiate the procedure established in E 3.3. Such notice will specifically enumerate and list the reasons for the change. Such change shall not be made except for substantial reasons, and must occur at least a semester before the evaluation process is due to be completed.

E 3.5

Process for Faculty Members Employed Later in the School Year

(a) Employed after November 15

Faculty members employed on or after November 15 shall be subject to the evaluation process outlined in E 3.3. However, they must be provided with the same thorough introduction to the process as required in E 3.1. These special provisions will apply:

- (i) The faculty member will assume no school-wide or departmental goals, but only two (2) goals directly related to their professional position.
- (ii) During the first semester of employment any such faculty member will be exempt from extra duties as usually required under Article

7.2 (f). Such exemption will extend to the second semester when possible.

- (iii) A mid-cycle conference, like that required for other faculty members in E 3.10, will be held half way between the beginning of the faculty member's employment and the date established for the conclusion of evaluations. The date would be mutually agreed to by evaluator and faculty member.

(b) Employed after January 1

Faculty members who begin their employment on or after January 1 will have a modified evaluation process mutually agreed upon by evaluator and faculty member. At the end of the year they will be given a written evaluation. A faculty member employed on or after January 1 must be given an introduction to the Saphier method as required in E 3.1 and be exempted from extra duties as usually required under Article 7.2 (f) for the remainder of the academic year.

E 3.6

Recusation of a Parent as an Evaluator or Observer

If the child of an evaluator attends Lincoln-Sudbury, any faculty member who has current frequent direct contact with the child and who either lacks Professional Teacher Status or does not currently hold a Exemplary or Proficient evaluation rating shall be evaluated by another evaluator. The teacher may request a particular evaluator from the Superintendent-Principal, who will honor the request if possible. Under like circumstances, faculty members holding Professional Teacher Status and having a current evaluation rating of Exemplary or Proficient may choose to remain with their usual evaluator or may request to change evaluators. The request will be made of the Superintendent-Principal, who will honor it if possible. In honoring these requests, priority will be given to those faculty members without Professional Teacher Status or not currently holding an evaluation rating of Proficient or Exemplary. Neither the choice nor the request of any faculty member shall be considered detrimental to the faculty member. No Department Coordinator will observe any situation in which their child has current frequent direct contact with a faculty member.

E 3.7

Goals and the Educator Plan

- (a) School-wide goals shall be drafted by the Administration in consultation with the faculty, and adopted by vote of the Academic Council and the COMMITTEE.

(b) Individual

In the fall each faculty member who is beginning a new cycle in that year shall meet with their evaluator to discuss plans for the upcoming cycle. At this conference the faculty member and the evaluator will discuss goals for the year which are based on a combination of school-wide goals, department goals, goals identified in any improvement or remediation plan drawn up at the end of the faculty member's most recent evaluation process, and professional development goals identified by the faculty member. Out of this discussion a list of goals and a plan for achieving them, will be developed and placed in the faculty member's folder. Per state regulation, at least one goal must be a professional practice goal, and another a student learning goal. The list of goals, not to exceed four (4) in number, will be signed by both the evaluator and faculty member. The goals and plan, in addition to the Standards of Performance and the rubrics connected to them, will serve as the framework for the faculty member's supervision and evaluation. The Alternate Evaluation Project will be the basis for the rating on each Standard to which it applies. The applicable Standards will be delineated in advance and be listed in the Plan. The Alternate Evaluation Project will be the faculty member's goal for the cycle.

E 3.8 A

Long Observations and Conferences or Discussions

During the evaluation cycle, the evaluator will be responsible for conducting at least one (1) long announced classroom observation and post observation conference for each teacher and librarian. For counselors, psychologists, nurses and media specialists the evaluator will be responsible for conducting at least one observation or discussion to review the individual's progress on goals and overall performance

For faculty on a one-year evaluation plan using the teacher rubric, the observation/discussion will take place by November 30 and those on the two-year plan by April 1. For librarians, counselors, psychologists, and media specialists on a one-year evaluation plan, the observation/discussion will take place by December 20 and those on the two-year plan by April 1.

Written feedback will be provided within three weeks of the observation/discussion. Mid cycle and long observation conferences and write-ups may be combined by mutual agreement.

E 3.8 B Unannounced Short Visits

At least three short, unannounced visits, with written feedback, will be conducted per one-year evaluation cycle. At least five short unannounced visits, with written feedback, will be conducted per two-year evaluation cycle. Short visits will be at least ten minutes long. Written feedback will be provided within five days of the visit. By mutual agreement, for faculty with professional status and ratings of proficient or exemplary, one unannounced short visit per cycle may be replaced by observed work outside of the classroom, including data meetings with an evaluator, committee meetings, parent-teacher meetings (when not already part of the observation process), and other professional activities.

E 3.8 C Other Sources of Data

Other forms of data, including but not limited to, curriculum, student work, data from shared assessments, and student feedback shall also be discussed as part of the evaluation process. In addition to the long classroom observations and discussions, the evaluation process has an ongoing, informal aspect. Information may also be derived from any casual observations of practice as well as unsolicited comments from students, colleagues, staff, other administrators, and parents. The evaluator will inform the faculty member of any such information and its source(s) by name within ten (10) school days of the time when the evaluator knew or reasonably should have known of the information, or the information shall never become a consideration in any evaluation.

E 3.8 D Change of Evaluation Plan

For faculty members who have been previously rated as Needs Improvement (Category II) or Unsatisfactory (Category III) within the last ten years, a change in evaluation plan can happen at any point in the cycle after the criteria in the following paragraph have been met. Otherwise, evaluators cannot change the evaluation plan before the mid-cycle conference.

For a faculty member on a two-year Self-Directed Evaluation plan to be placed on either a Directed Growth or a Needs Improvement plan, the evaluator must observe the teacher or librarian at least two (2) long times, one (1) of which may be scheduled at the discretion of the faculty member. For a counselor, psychologist, nurse or media specialist on a two-year Self-Directed plan to be placed on either a Directed Growth or a Needs Improvement plan, the evaluator will be responsible for conducting at least two discussions or observations to review the individual's progress on goals and to discuss overall performance. The evaluator is responsible for sharing with the faculty member the results of the observation and suggestions for improvement at a conference following each discussion or observation. The evaluator will write a summary of the discussions that will become part of the material upon which the change in evaluation plan will be based. This summary may include information from "Other Sources of Data" as described in E 3.8 C that has been previously shared with the faculty member. The evaluator will provide the faculty member a copy of this write-up within two weeks of the most recent observation or discussion.

E 3.9 Common Assessments

The Common Assessments are developed by faculty members in conjunction with departments, sub-departments or other faculty members.

E 3.10 Mid-Cycle Conference

At a conference to be held in January, (for educators on a one-year plan) or by June 1 (for educators on a two-year plan) the faculty member and evaluator will review the faculty member's performance and progress in their evaluation plan. A written summary of this

meeting will be drawn up by the evaluator within two weeks of the conference, but no later than February 10 (for educators on a one-year cycle) or June 15 (for educators on a two-year cycle). The faculty member shall sign the statement indicating only that the faculty member has received this write-up.

- E 3.11            Department Coordinator's Statement  
Information regarding the faculty member's knowledge and coverage of curriculum will be obtained from the Department Coordinator. In departments where the Department Coordinator has limited knowledge of the specific subject matter, either party has a right to call a meeting with the appropriate evaluator to determine an acceptable process by which this information will be attained. The Department Coordinator may also comment upon the faculty member's ability to translate curricula into effective lessons. Information obtained from the Department Coordinator will be in writing, and will specify the basis of the information. Department Coordinator feedback is due to evaluators April 15 for faculty on one-year plans, and March 1 of the second year for faculty on two-year plans.
- E 3.12            Faculty Member's Statement  
Another source of information is the faculty member. In a written statement, faculty members will describe their progress towards the goals established in the Goals Conference and present any other information that they want the evaluator to consider in formulating a formal written evaluation. This statement must be written two days before the Summative Conference in March for faculty members on a two-year plan and by April 15 for all faculty members on one-year plans. Because all goals may not be met by this time, plans for the balance of the school year should be included.
- E 3.13            Summative Written Evaluation  
After the evaluation conference, to be held in March of the second year of the cycle for all faculty members on two-year plans, or by May 1 for all faculty members on one-year plans, the evaluator will prepare a summative written evaluation to be placed in the faculty member's personnel file. The evaluation will be based on the listed criteria in the Standards of Performance as they pertain to associated rubrics, the goals statement educator plan and information provided by the faculty member. The summative written evaluation will include the basis or source of all information included in the evaluation. This written evaluation must be written, and a copy given to the faculty member, within three weeks of the Summative Conference of the second year of the cycle for faculty members on two-year plans, and by May 15 for all faculty members on one-year plans. A copy of this written evaluation signed by the faculty member, indicating the receipt of the document, will be returned to the evaluator within fourteen (14) days of its receipt.

In accordance with state law, at the completion of the written summative evaluation, the faculty member's overall performance will be described as follows:

- (a) Exemplary or Proficient - This will result in a two-year Self-Directed Evaluation plan for the faculty member.
- (b) Needs Improvement - This will result in on a one-year Directed Growth Evaluation Plan. All specific substantive areas of improvement will be explicitly enumerated in the summative evaluation. All such areas of improvement will become goals the faculty member will work on during the following cycle. The plan will be developed by the educator and evaluator.
- (c) Unsatisfactory - In this case all the specific areas in which the faculty member does not meet the standards will be enumerated as such in the summative written evaluation. An Improvement Plan will be developed and the faculty member will be evaluated the following year by their present evaluator and an additional administrator chosen by the faculty member.

- (d) Faculty without Professional Status  
Faculty without Professional Status will receive a written evaluation which will result in a one-year Developing Educator plan to be developed by the educator and evaluator or the faculty member will not be re-hired.

- E 3.14 Examination and Rebuttal  
Faculty members will examine their summative written evaluations, and sign an attached statement indicating only that it has been read. Faculty members will retain the right to permanently attach written rebuttals and other documents to their formal written evaluations.
- E 3.15 A Notification of the Association  
Every year on or before June 1, the Superintendent-Principal shall inform the ASSOCIATION of the results of the evaluation process by providing the ASSOCIATION with the number of faculty members placed in each evaluation category as a result of the evaluations just concluded. Names of individual faculty members will not be provided, but distinction will be made between faculty members with and without Professional Teacher Status.
- E 3.15 B Public Release of Summative Evaluation Results  
Any public release of summative evaluation results will be limited to the district level.
- E 3.16 Re-licensure  
Neither the process nor the result of re-licensure shall affect the evaluation of a faculty member.
- E 3.17 Department Coordinator and Liaison Evaluation  
Department Coordinators and Liaisons are to be evaluated annually. The Coordinator/Liaison and the Administrator shall mutually agree upon the areas of evaluation by November 15th. A January Conference will be held annually. Year-end write-ups, due June 10th, may vary in format and length as mutually agreed upon by Coordinator/Liaison and Administrator. Teacher evaluation and Coordinator evaluation must be two separate documents. Coordinators/Liaisons will solicit feedback from members of their department in each of the first three years of service, and then every other year after that. Coordinators/Liaisons and the members of their department should mutually agree upon the methods for gathering and delivering feedback. Coordinators/Liaisons will be notified by March 15th if they are not going to be re-appointed for the following school year.
- E 3.18 Evaluation Process Working Committee  
An Evaluation Process Working Committee consisting of evaluators and faculty members, appointed by the ASSOCIATION, will be formed for the purpose of annually reviewing the evaluation process and acting as a resource for the faculty.

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EVALUATION ARTICLE IV  
REMEDATION

- E 4.1 Remediation  
Each faculty member receiving an Unsatisfactory evaluation, must, with the cooperation and active assistance of the evaluator, develop a remediation plan before June 30. Such a plan will include a list of enumerated concrete steps addressing the problems noted in the list in the formal written evaluation. The plan may include support provided by consultants, course work, participation in professional development activities, peer coaching, working with a mentor teacher, and/or other support. The remediation plan will constitute all the faculty member's goals for the following year. The faculty member will not undertake any school-wide or departmental goals. Resources necessary for remediation will be provided by the COMMITTEE. The evaluator and faculty member will cooperate in their attempt to achieve the goals of the remediation plan.

EVALUATION ARTICLE V  
PEER REVIEW TEAM

- E 5.1            Selection and Training  
A Peer Review Team will be formed of five (5) ASSOCIATION members elected by the ASSOCIATION. The five (5) member Peer Review Team will serve staggered terms of three (3) years. If any members of the Peer Review Team do not have previous experience in observation, training will be provided at the COMMITTEE's expense. The Peer Review Team will function as follows:
- E 5.2            Informal Involvement  
A faculty member undergoing evaluation may discuss their current evaluation with the Team at any time during the process, and may ask the Team to become informally involved at any stage.
- E 5.3            Formal Process  
A faculty member may at any time formally ask for the intervention of the Peer Review Team. At that point the procedure will be as follows:
- (a)            The faculty member will provide the Team with a copy of the current formal written evaluation, if available, any attachments thereto, and other information deemed relevant.
  - (b)            The faculty member will meet with the full Team to further explain and discuss the issues.
  - (c)            The team may, at the request of the faculty member, observe classroom practice, collect independent information, and/or consult with the evaluator or others. If the Team conducts classroom observations, the evaluator will also be present for at least half of the observations.
  - (d)            As soon as possible after all the information has been collected, a member of the Team will give an oral report of the Team's findings to the faculty member. The Team's findings will represent the majority view of the Team. The development of the report and the report itself will be kept strictly confidential.
  - (e)            The faculty member may have a representative of the Team:
    - (i)            accompany the faculty member in further meetings concerning evaluation;
    - (ii)           participate in setting goals for the coming year or in developing a remediation plan; and
    - (iii)          assist in efforts to improve specific weaknesses.
  - (f)            Neither remediation nor reference to the Team shall limit the ability of a faculty member to initiate a grievance.
  - (g)            No matters involving the Peer Review Team process shall be admissible in the grievance or arbitration procedures or any other legal proceeding or be included in a faculty member's personnel file. Except as required by law, members of the Peer Review Team may not testify as to matters related to the Peer Review Team process.
  - (h)            The faculty member, the COMMITTEE, and the Administration agree to hold harmless the members of the Peer Review Team in any proceeding which may involve the evaluation of a faculty member or the activities or findings of the Team.

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CALENDAR OF DEADLINES  
THE CONTRACT

October 15	last day to submit requests for course reimbursement [12.2 (e)]
October 30	last day on which to submit evidence to switch columns on Schedule A for first semester [5.1 (b)]
November 15	last day for course reimbursement distribution [12.2 (e)]
December 1	last day to file a request for: a sabbatical leave [15.2] a transition leave [17.3]
January 15	written notice due of intent to return from: an unpaid leave [16.5 (b)] long-term medical leave [16.4]  written request for extension of an unpaid leave due [16.5 (b)]
April 1	deadline for notification of decisions regarding sabbatical leave [15.3]
April 30	last day on which to submit evidence to switch columns on Schedule A for payment starting in March [5.1 (b)]
May 15	under normal circumstances notification of reduction in faculty must be given [6.1 and 6.3]

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## THE EVALUATION PROCESS CALENDAR

September 30	Goals Conference for faculty on one-year plans to be held by this date
October 15	Goals Conference for faculty in the first year of two-year plans to be held by this date
November 15	Faculty beginning employment on or after this date have a special procedure [E 3.5 (a)] Coordinator/Liaison and Administrator agreement on areas of evaluation [E 3.18]
November 30	First long observation of teachers on one-year plans must be completed [E 3.8]
December 20	First long observation or discussion must be completed for librarians, counselors, psychologists, and media specialists on one-year plans [E 3.8]
January 1	Faculty beginning employment on or after this date have a special procedure [E 3.5 (b)]
January 15	At least one short visit with feedback should be conducted by this date for all faculty
January 31	Mid-cycle formative conference for faculty on one-year plans to be held by this date [E 3.10]
February 10	Deadline for write-up of mid-cycle formative evaluation for faculty on one-year plans [E 3.10]
February 17	Signed written formative evaluation due
March	Self-evaluation due for faculty on two-year plans in second year, two days before the Summative Conference [E 3.12]
March 15	Deadline to notify Department Coordinator/Liaison if not being re-appointed to the position [E 3.18] Summative evaluation conference for faculty on two-year plans [E 3.14]
March/April	Deadline for summative evaluation write-up for faculty on two-year plans within three weeks of the conference [E 3.14]
April 1	Long observation or discussion for educators in the first year of two-year plans must be completed by this date Written feedback due within three weeks from the observation or discussion
April 15	At least two additional unannounced short visits with feedback should be conducted by this date for faculty on one-year plans Self-evaluation due for faculty members on one-year plans [E 3.12]
May 1	Evaluation conference for teachers on one-year plans [E 3.14]
May 15	Final written evaluation of faculty on one-year plans [E 3.14] Association to be given data on latest evaluations [E 3.16 A]
June 1	Mid-cycle formative evaluation conference in year one for faculty on two-year plans [E 3.10]
June 15	Mid-cycle formative written evaluation due in year one for faculty on two-year plans [E 3.10]
June 30	Remediation plan must be completed [E 4.1]

# INDEX

*Nothing contained in this Index shall be construed as amending the contents of the Agreement. Likewise, the absence of any item from the index shall not be construed as amending the Agreement. The index is only a reference tool, and not a part of the Agreement between the COMMITTEE and the ASSOCIATION.*

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