AGREEMENT

between the

Lexington Education Association: UNIT A

and the

Lexington School Committee

September 1, 2023 – August 31, 2026

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PREAMBLE

The Lexington School Committee and the Lexington Education Association are committed to providing a high quality educational experience for the students of the Lexington Public Schools. The School Committee and the LEA enter into the following agreements believing that positive professional conditions are an essential component in creating a productive learning and teaching environment. Good morale within the professional staff and a collegial environment are critical to the achievement of that goal.

The School Committee and the LEA enter into the following agreements believing that they will help to provide the best attainable professional conditions for the professional staff of the Lexington Public Schools.

The LEA and the School Committee understand and agree that a quality school system depends upon the free flow of ideas. Professional staff members' opinions will be considered on all matters that affect the system and its programs. Consequently, the LEA and School Committee agree that they will work to create and preserve an atmosphere in which members of the staff can express their views free from coercion. Neither the School Committee, its agents, nor the LEA shall take any adverse actions or make threats thereof against any staff member for expressing opinions.

The School Committee and the LEA affirm their belief that a complex and progressive school system should be guided by an informed School Committee and an actively involved professional staff. Both the School Committee and the LEA recognize the value of conflict resolution in solving problems, avoiding future problems, and maintaining a quality system. Therefore, the School Committee and the LEA Negotiating Team agree to meet several times a year to monitor and promote the success of this Agreement.

The School Committee, elected by the citizens of Lexington, is a public body established under and with the powers provided by the statutes of the Commonwealth of Massachusetts. Nothing in this agreement shall be deemed to derogate or impair any power, right or duty conferred on the Committee by any statute or any rule or regulation of any agency of the Commonwealth.

Nothing in this agreement shall be deemed to derogate from the right of the LEA as the legally recognized bargaining agent of the professional employees to negotiate with the School Committee on wages, hours, and working conditions as provided for in this Agreement.

AGREEMENT

Pursuant to the provisions of the General Laws of Massachusetts, this agreement is made this first day of September 1, 2023, by the SCHOOL COMMITTEE OF THE TOWN OF LEXINGTON, MASSACHUSETTS, (hereinafter referred to as School Committee) and jointly and severally by the members of the LEXINGTON EDUCATION ASSOCIATION's Unit A (hereinafter referred to as the LEA).

ARTICLE 1: RECOGNITION

The School Committee recognizes the LEA as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment of all the following professional staff of the Lexington Public School System listed below (but excluding all other professional and non-professional employees). The positions of Assistant Coordinator, Coordinator, and Department Head shall be part of the LEA Unit A bargaining in proportion to the individual staff member's teaching assignment (i.e., a Department Head who carries a 50% teaching load shall be deemed to hold a 0.5 FTE position in the bargaining unit). The LEA is the exclusive bargaining representative for such professional staff in their teaching capacities.

Assistant Coordinators (teaching FTEs only)
Assistive Technology Specialists
Augmentative and Alternative Communication Specialists
Behavior Specialists
Coordinators (teaching FTEs only)
Department Heads (teaching FTEs only)
Digital Learning Coaches

ELL Teachers
Elementary Curriculum Specialists
K-5 Curriculum Coordinators
Lexington Children's Place Teachers
Library Media Specialists
Occupational Therapists
Physical Therapists
School Adjustment Counselors
School Counselors
School Nurses
School Psychologists
School Social Workers
Special Needs Teachers
Speech/Language Pathologists
Teachers (classroom & Special such as art, music, physical education, world language)
Transition Counselors
Transition Program Coordinators

ARTICLE 2: CONSULTATION

A. An Ongoing Commitment to Collaboration: The Lexington Education Association and the Superintendent, acting on behalf of the Lexington Public Schools, recognize that public schools provide essential services to the communities they serve. We are proud of our partnership in service to our students, and we continue to work collaboratively to resolve issues and engage in frequent and ongoing communication.

B. Budget Consultation: The Superintendent and the LEA will meet annually during the budget process to discuss the subsequent year's budget, exchange views, and jointly develop options.

C. Early Retirement: The LEA and the School Committee will meet no later than April 15 of each year of this Agreement to negotiate terms and conditions of an early retirement incentive, subject to the School Committee's determination as to availability of funds for said early retirement program.

ARTICLE 3: GRIEVANCE PROCEDURE

The purpose of the procedure hereinafter set forth is to encourage prompt resolution of grievances as hereinafter defined at the lowest possible administrative level.

A. Definition: A grievance is a dispute involving the meaning or interpretation of a specific provision of this Agreement.

B. General Rules

a. Every effort shall be made by the professional staff member and their immediate superior to arrive at a settlement of the matter involved prior to the use of the formal grievance procedure.
b. Failure at any level of this procedure to appeal the grievance to the next level by filing a proper written statement within the specific time limits shall be deemed to be acceptance of the decision rendered at that level, and a waiver of the complaint and the right to proceed further under the grievance procedure.
c. No reprisal of any kind shall be taken by any party to Agreement or by the Administration against any party in interest any witness, any member of the LEA, or any other participant in the grievance procedure by reason of such participation.
d. A grievance that affects or may affect a group or class of professional staff members from more than one building or department, or is of a general nature, may be submitted in writing by the Professional Rights and Responsibilities Committee of the LEA to the Superintendent directly and the processing of such grievance shall be commenced at Level Two of the grievance procedure.

e. Each written statement of a grievance beyond Level One shall include a concise statement of the facts constituting the grievance, a reference to the applicable provisions of the Agreement alleged to have been violated, misinterpreted, or inequitably applied, the date when the grievance occurred and the dates of all prior written presentations and shall be signed by the professional staff member and by the Chairperson of the Professional Rights and Responsibilities Committee of the LEA.
f. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
g. By mutual written agreement of the parties to a grievance proceeding, the time limits incorporated below may be extended.
h. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limited to the aggrieved professional staff member(s) and the Chairperson of the Professional Rights and Responsibilities Committee shall permit the aggrieved party or parties to proceed to the next level.
i. Grievances already in progress at the close of school in June shall continue to be processed over the summer. During this summer processing of grievances all time limits shall be increased by five (5) school days, with school days construed to mean business days.

Level One: The aggrieved professional staff member shall first present a written statement of the grievance to their appropriate superior within ten (10) school days after the event on which the grievance is based. There shall be a meeting within five (5) school days of the receipt of the grievance. The written answer shall be presented to the grievant with a copy to the PR&R chairperson within five (5) school days of the meeting.

Level Two: In the event that the grievance is not disposed of to the satisfaction of the aggrieved person at Level One, or in the event that no decision is rendered within ten (10) school days after initial presentation of the grievance, the aggrieved professional staff member may, within five (5) school days after the expiration of said ten (10) school days, submit the grievance in writing to the Superintendent of Schools. The Superintendent or other Central Office Administrator shall meet with the aggrieved person and representatives of the LEA within ten (10) school days after receipt of the dispute in an effort to settle the grievance. The Superintendent shall give their written answer to the grievant with a copy to the PR&R chairperson within five (5) school days of the Level Two meeting.

Level Three: If a grievance shall not have been disposed of to the satisfaction of the aggrieved professional staff member at Level Two, or no decision has been rendered, within five (5) school days after the level Two meeting, the aggrieved professional staff member may, within ten (10) school days thereafter give written notice to the School Committee, signed by the professional staff member and Chairperson of the Professional Rights and Responsibilities Committee of the LEA, reciting the intermediate steps taken and resubmitting a copy of the written statement of grievance. At its next regular meeting, or at a special meeting called for the purpose of considering the grievance either of which will be held within fifteen (15) school days after presentation of the grievance to the School Committee, the School Committee shall meet with the aggrieved person, the Chairperson of the Professional Rights and Responsibilities Committee or their designee, and the Superintendent, or other Central Office Administrator(s) in an effort to settle the grievance. The School Committee shall render a written decision and present it to the Chairperson of the Professional Rights and Responsibilities Committee and to the aggrieved within ten (10) school days of the level three meeting.

Level Four: Within ten (10) school days of the receipt of the Level Three decision, the LEA, may by giving written notice to the School Committee and to the American Arbitration Association, present the grievance for arbitration under the rules of the American Arbitration Association.

1. The arbitrator shall be without power to modify, alter, add to or subtract from or recommend changes in the provisions of the Agreement. The Arbitrator's award shall be final and binding on both parties as to any matter within the scope of the arbitrator as provided in this Agreement.
2. The fees of the American Arbitration Association and of the arbitrator and the reasonable expenses of the arbitrator and the conduct of the hearing shall be shared equally by both parties except for the presentation of its case. In no event shall any present or future members of the School Committee have any personal obligation for any payment under provision of this Agreement.

ARTICLE 4: NO STRIKE

The LEA agrees that neither it nor its members individually or collectively will cause, condone, sanction, or take part in any strike, walkout, slowdown or work stoppage, during the period this Agreement is in effect. Any employees who violate this provision shall be subject to discipline and/or discharge pursuant to pertinent state law.

ARTICLE 5: JUST CAUSE

No professional staff member will be disciplined, reprimanded, reduced in rank or compensation without just cause provided that the above does not apply to the dismissal or non-renewal of a teacher without professional teacher status or to the dismissal of a professional teacher status teacher which shall be handled in accordance with the procedures set forth in Chapter 71, Section 42 of the Massachusetts General Laws. The above shall also not apply to the Superintendent's decision to replace an athletic coach, extra-curricular activity advisor or an individual holding any other extra-compensatory position. For the purpose of this section, “professional teacher status” shall also include all Occupational Therapists and Physical Therapists who have completed at least three continuous years in the Lexington Public Schools as defined by MGL c. 71 s. 41.

ARTICLE 6: SCHOOL YEAR

The school year for professional staff (other than new hires) shall be defined as no more than one hundred eighty-four (184) days, of which at least two (2) shall be days in which students are not in attendance. Professional staff, in accordance with past practice, may be called upon to participate in orientation of new staff and interviewing candidates for the Lexington Public Schools.

ARTICLE 7: CONDITIONS OF EMPLOYMENT

Professional staff entering the Lexington Public Schools may be required, at the discretion of the Superintendent, to participate in a three (3) year “Lexington Mentoring and Induction Program”. Staff will be notified at the time of hire of their placement on either track one, two or three of the Induction Program. Each track denotes what requirements need to be met.

In year one, each program participant will be enrolled in the Better Beginnings Program. The number of required sessions will depend upon their track placement. If the participants are placed on either track one or track two, they will be required to participate in the Exemplary Teacher course either during year one or year two. The Lexington Public Schools will pay for graduate credit for each professional staff member who successfully completes the Exemplary Teacher course. Each program participant will enroll in one elective course offered through the Lexington Professional Development Course Catalog, the year this course is taken is dependent on designated track. In year three, each program participant will enroll in one class required by Administration that reflects the District’s priorities (e.g. cultural proficiency, social emotional learning). The Lexington Public Schools will award in-house credit to each professional staff member upon their successful completion of a LPS offered elective used to satisfy this requirement (minimum of 15 PDP’s per course).

Professional staff may apply credits earned upon successful completion of the above referenced courses for the purpose of lane movement on the Unit A Salary Schedule. Professional staff members who have not earned a master’s degree at the time of their successful completion of year one, year two, and/or year three course will be eligible to utilize these graduate credits upon completion of their master’s degree.

ARTICLE 8: PROFESSIONAL STAFF ASSIGNMENTS

A. In order to assure that pupils are taught by professional staff working within their areas of competence, professional staff will not be assigned outside the scope of their professional certifications or their major or minor fields of study.

B. The School Committee shall continue its practice of making professional staff assignments without regard to race, creed, color, religion, nationality, ethnicity, gender, sexual orientation, marital status, age or physical ability as provided by law.
C. Professional staff will be given at least one month's notice of assignment prior to the opening of school each September. If circumstances arise that require changes in assignment, the affected professional staff shall be notified of the change as soon as possible.

ARTICLE 9: MOVES

A. GENERAL PROVISIONS: A move is defined as follows:

- In grades 9-12, from one department to a different department and more than 25% move to a different license
- In grades 6-8, from one grade to a different grade within the same school, or one subject to a different subject, or one school to a different school
- In grades PK-5, from one grade to another grade within the same school, or one school to a different school
- For specialists, more than a 25% move from the home school (greatest amount of time assigned) to a different school
- Flexible assignments as defined in Article 13, Class Size and Caseload Size, shall not be considered a “move” as defined within this article.

B. Involuntary Moves

Although the Committee and the Association recognize that some movement of teachers from one school to another is unavoidable, they also recognize that the frequent moving of teachers may be disruptive to the educational process. Therefore, we agree as follows:

a. Should the Administration determine that a reduction in the number of teachers in a school is necessary or that the moving of teachers is warranted, qualified and licensed volunteers will be sought from the grade level or subject where there is a need for change and considered for a voluntary move prior to the involuntary move of any teacher. The need for volunteers will be publicized. Volunteers will be considered first. A volunteer who is not selected will be given an oral explanation of the reasons.
b. When involuntary moves are necessary (after volunteers have been considered) a teacher’s license and qualifications will be considered in determining which teacher is to be moved. If all other factors are equal, then length of service in Unit A will be a tiebreaker.
c. An involuntary move will only be made after a meeting between the teacher involved and the Principal or Superintendent (or their designee), at which time the involved teacher will be notified of the reasons for the move. A teacher is welcome to invite an Association Representative to attend the meeting and participate in the discussion. In all cases of involuntary moves, once the teacher has been notified, they will be provided with the opportunity to examine a list of all vacancies and to apply for a position for which they are qualified.
d. Once a teacher is notified of their involuntary move they will be permitted through June 1 to apply for any vacancy posted by that date provided they are licensed and qualified. A teacher who does so will be interviewed and considered for any position for which they are licensed and qualified.
e. In the case of all involuntary moves, the Superintendent or Principal shall determine whether an interview of the teacher by the building principal or another administrator is necessary.
f. Should a teacher who was moved not be selected for a position for which they have applied, they will be moved to a position selected by the Superintendent or the Principal (or their designee) and will be provided with any necessary assistance and support with said transfer/move, including training and professional development, a supply budget up to $500 and the moving of any materials, if the support is needed in the judgment of the Principal. The Superintendent or Principal will explain (orally) the basis for the selection of the specific position.

C. Voluntary Moves In the event that a position is open, teachers desiring a voluntary move will submit a written request to the Director of Human Resources. All such requests will be acknowledged in writing and teachers will be given an interview if licensed and qualified. If a teacher is not selected for a vacant position, they will be advised of such orally and will be provided with the reasons (orally) that they were not selected.

D. Vacancies: Vacancies will be posted. Postings shall set forth the specifications, qualifications, and compensation for the position and the date by which applications shall be filed with the Director of Human Resources. Teachers are encouraged to apply for posted vacancies and will be given an interview for the position if they are licensed and qualified. In the event that a teacher is not selected to fill a vacancy, upon their request they will be orally provided with the reason.

ARTICLE 10: REDUCTION OF PROFESSIONAL STAFF

A. In the event of a reduction in the number of professional status members, seniority, defined as length of service in the Lexington Public School system, shall govern provided that professional staff member's qualifications and performance are substantially equal. If there is no reduction in the FTE of any professional status member of a discipline as defined in Section C below, there is, by definition, no Reduction in Force (RIF) in that discipline. If student enrollment, budgetary constraints, or some other factor necessitates that a professional status staff member in a particular discipline be reassigned in whole or in part to a different school, the Involuntary Move language (Article 9) will apply. In applying the foregoing criteria the following shall apply:

1. Discipline shall be defined as in Section C of this Article.
2. Once it has been determined that there must be a reduction in the number of professional staff members in a specific discipline, all the professional staff members in that discipline shall be reviewed under the foregoing criteria. Normally the professional staff member(s) initially designated for reduction shall be the least senior. Exception to this rule shall be as follows:
    a. If a professional staff member otherwise designated for reduction has unique qualifications such that their reduction would negatively affect the system's ability to continue specific course offerings or maintain ongoing curriculum, then that professional staff member may be retained and the next most junior professional staff member designated for reduction.
    b. If a professional staff member otherwise designated for reduction has a history of performance over the last five years which is substantially superior to a more senior professional staff member in their discipline, then that professional staff member may be retained and, subject to the same exceptions, the next most junior professional staff member shall be reduced.
    c. No professional staff member shall be laid off in exception to seniority through application of the "substantial superiority" criterion unless that professional staff member is on an improvement plan and a determination is made to continue this plan for a second year.
3. Any professional staff member who has been designated for reduction pursuant to Subsection 2 (above) and who has past proven experience in Lexington of at least one year in another discipline shall be compared to the professional staff members in that other discipline as if assigned therein and either retained or reduced accordingly.

B. A Discipline within the meaning of this paragraph shall be as follows:

Prek-5:

- Classroom teachers (including curriculum coordinators),
- ELA coaches and interventionists,
- Math coaches and interventionists,
- Moderate and severe special educators

6-12:

- Math (including math intervention & coaching),
- Social studies,
- World language,
- English (including ELA intervention & coaching),
- Science,
- Moderate and severe special educators

Prek-12:

- counselors, transition counselors & social workers,
- Library/media,
- Music,
- Drama,

- Visual arts,
- Nurses,
- PE and Health/wellness,
- Psychologists,
- Related service providers (PT, OT, SLP, AAC, etc),
- Technology educators and coaches (if not math or science)
- Educators of English Language Learners

1. Should two or more professional staff members be eligible for the same position, the professional staff member will be selected in accordance with the criteria of paragraph A.
2. Should the system reorganize during the term of this Agreement and the disciplines stated in the Article changed, the School Committee and the LEA shall reopen to redefine the term "discipline."
3. Should any new disciplines be created, they shall be added to Section C.
4. In order to aid in recall of professional staff members, and to place professional staff members in positions for which they are most qualified prior to applying recall on this Article, moves from within the system may be effectuated in accordance with Article 9 of the Agreement.
5. Assistant and associate principals may teach a course(s) only if such teaching does not cause or aggravate a layoff of a professional staff member(s). Such assignment shall not count as service for the purpose of Article 10, Section A, 3.

C. Recall notices shall be sent to professional staff members by certified or registered mail at their last address of record with a copy sent to the President of the LEA. The professional staff member shall respond to the Superintendent by certified or registered mail within fourteen (14) days of the recall notice as to their acceptance of the position to which they are recalled.
D. All benefits which the professional staff member held prior to layoff shall be restored to them upon return.
E. Professional staff members may continue group insurance coverage during the layoff period by reimbursing the School Committee for total premium cost.

ARTICLE 11: PROMOTIONS

A. Promotion shall be defined as any job carrying a differential in pay, but not including extracurricular and co-curricular activities.
B. Whenever a promotional vacancy occurs during the school year (opening day of school through and including the last day school is in session) which involves a position covered in this contract, the position will be adequately publicized by the Superintendent by means of a notice to every school as far in advance of the appointment as practicable. A copy shall be sent to the LEA President. In order to be guaranteed consideration, along with other qualified persons, for any vacancy occurring during the period beginning the day after school ends and ending the day before school begins, a professional staff member must have on file with the Superintendent an application for promotion prior to the end of the regular school year.
C. Qualifications, requirements, duties, salary differentials, and other pertinent information shall be set forth in such notices.
D. Upon written request, each candidate from the bargaining unit shall receive a written response as to the reason for non-selection.
E. All administrative and supervisory jobs will be posted in accordance with the District's typical posting process.

ARTICLE 12: PROFESSIONAL STAFF LOAD AND TEACHING HOURS

It is the intention of the School Committee and the LEA to maintain the practice herein agreed to with respect to total professional staff hours of employment and professional staff workload.

GENERAL PROVISIONS

A. Part-Time Professional Staff
    a. In order to support student achievement, effective and efficient parent relations, and professional development, all part-time professional staff shall attend a pro-rated number of

faculty/department meetings equal to their FTE. The part-time professional staff member and their principal/supervisor will mutually agree upon which meetings to attend.

b. Part-time professional staff are expected to attend all district-wide professional development events, including full-day sessions, unless other arrangements are made well in advance with the principal/supervisor.
c. Part-time, secondary professional staff shall arrange for and publish the hours for students who need extra help and the available time for parent communications.
d. Any non-teaching duties of part-time professional staff that can be prorated will be prorated according to the staff member's FTE.

B. The School Committee will make every effort to provide adequate resources for professional staff in connection with the implementation of special education laws and regulations.

C. All staff (pre-k through 12), as part of their professional responsibility, will participate in no more than one after-school meeting per week called by appropriate school officials not to exceed one (1) hour in length inclusive of faculty meetings and department meetings. One of the department meetings, per month, may be designated as a system-wide (pre-k through 12) department meeting for no more than one hour for those employees on curriculum review committees, all pre k through 12 departments as defined in Article 10 and pre k through 12 Student Services.

All professional staff shall arrive on time for the scheduled meetings unless directed by the building administrator to conduct other professional duties. Meeting times will be posted on the calendar, in advance. In no event, will staff (pre-k through 12) be required to attend more than one after school meeting per week. There will be no after school meetings during the weeks that there is a Back to School Night/Curriculum Night or conferences. There will be no after school meetings at the elementary level during the weeks that report cards are due. There will be no after-school meetings at the secondary level the week before grades are due in all four quarters.

The Administration will designate two additional Monday afternoons a year where there will be no staff meeting time. Two meetings per year will be utilized by professional staff as teacher led collaborative planning time. Special education staff will receive an additional two Mondays for the purpose of consultation and collaborative planning time on two of the designated system wide (preK-12) Mondays. The Administration agrees to provide the LEA with the dates of the Mondays designated for collaborative planning time prior to the start of the school year. These meetings may not replace the three (3) hours of Supervision and Evaluation time that is already granted to educator teams.

D. The Superintendent will provide an annual calendar that will list all scheduled professional development for each academic year, highlighting those that are considered mandatory.

E. All full time professional staff will receive a daily duty-free, meeting free, travel free lunch period. The lunch period will be equal to the current length of lunch periods at the elementary, middle and high school levels. Part time staff will be provided with a prorated amount. District staff will be provided with a period of time equal to the average lunch period of the levels taught.

F. Bargaining unit members assigned to districtwide positions (including but not limited to Assistive Technology Specialists, Augmentative and Alternative Communication Specialists, Orientation and Mobility Specialists, Teacher of the Hearing Impaired and Teachers of the Visually Impaired) will be allotted the district maximum discretionary time of 500 minutes per week. Part time staff will be provided with a prorated amount of time. Discretionary time will be provided in blocks of at least thirty (30) minutes.

G. Discretionary time for special educators:
    a. The number of periods/minutes defined as discretionary time for special educators will include, but is not limited to, the following activities: report writing, IEP development, planning for instruction, preparing materials, returning parent emails and phone calls, Medicaid, data collection and summarization, and review and assessment of student work.
    b. Discretionary time is not consultation in A-Grid and/or additional information as defined in the IEP (consultation provided through a formal consult (e.g. SETT consult, request for a behavior consult, mediation, hearings, IEP or data team meetings, administering any and all student

evaluations, including assessments related to the RTI process or screenings, parent planning meeting as defined in the IEP and Unit C consultation and support as it appears in the A-Grid of the IEP or as approved by the building based or principal based administration; Principal or ETS). Discretionary time does not include participation in the Unit C supervision and evaluation or for accommodating for absent/unfilled Unit C positions. Conducting in-school professional development during school hours such as CPI is not discretionary time. Travel time is not discretionary time.

H. In the event that a professional staff member assigned to a districtwide position loses discretionary time due to an extraordinary circumstance and/or a student safety issue, steps to make the professional staff member whole for the lost discretionary time will be explored.

I. Special Education Teachers and Related Services providers may apply to their Principal for up to six (6) hours per year of duty free time for the purpose of completing required paperwork.

J. All staff are required to be in the building fifteen (15) minutes before the official school start time. In addition, all staff may be required to either be there fifteen (15) minutes after school to assist with dismissal or thirty (30) minutes prior to the start of school as determined by the school based management.

K. Nursing - The School Committee recognizes the importance of the valuable contribution that nurses make to student health, wellness, and safety, as well as the larger school community. The Director of School Health Services, in collaboration with the school nurses, will biannually evaluate the acuity and other factors that impact students' visits to the clinic and adjust the nurse staffing levels to maintain appropriate nurse-to-student ratios. Registered Nurses (RNs) employed by the Lexington Public Schools shall be certified or eligible for certification according to the standards set by the Massachusetts Department of Education.

L. The parties agree to establish a Unit A Bargaining Team Working Group to develop a preK-12 definition of discretionary time.

Pre-School

M. The Parties hereby agree to the following Lexington Children's Place schedule. If adjustments are needed, the Parties agree that the PreK JLMAC can meet to discuss and implement changes.

N. Preschool teachers shall have professional time equivalent to 1 class period per day (30 minutes) that shall be used solely for the educator's individual preparation.

O. Where Preschool conferences are required, there shall be 1.5 days of release of students for each conference cycle. Professional staff shall be free to schedule conferences as to both time and duration and shall be free to leave the premises when they have no conferences scheduled.

P. Further, eighteen (18) Friday afternoons may be utilized by the professional staff at their discretion of the preparation time and team meetings within the building. Out of the eighteen (18), the Friday afternoons immediately preceding the required fall and spring conferences and the Friday afternoons in the week immediately preceding the issuing of the required progress reports will be reserved for conference and progress report preparation.

Q. Lexington Children's Place Student schedule

a. 9:00 a.m. - 2:30 p.m. Monday, Tuesday, Wednesday, Thursday, and 9:00 a.m. - 12:00 p.m. Friday
b. All student-facing activities, including assessments and therapies by direct service providers (e.g. SLP, PT, OT), will occur within the stated student schedule hours

c. Students may be admitted to the building at 8:55 a.m., accompanied by parents. Students will be admitted to classrooms at 9:00 a.m.

R. Lexington Children's Place start of school schedule

a. The first three days for PK students will be “visit days” for students enrolled in LCP integrated classrooms and half days for students enrolled in the LCP ILP
b. The fourth student day will be the first full day for all LCP students
c. The student-free time during the first three days will be reserved for staff to collaborate, prepare their spaces, and communicate with families. Service providers may conduct initial evaluations between 9:00 a.m. - 2:30 p.m. on those days.

S. Lexington Children’s Place Unit A Staff schedule

a. 8:30 a.m. - 3:30 p.m. Monday through Friday
b. LCP Unit A staff will be in the building during those hours, except as specified in the Unit A Contract Article 12D
c. Staff also will participate in after-school meetings as specified in Contract Article 12D (after-school meetings), on Mondays from 3:30 - 4:30 p.m.
d. Unit A staff will have the discretion to schedule 60 minutes of fixed, weekly teacher/support-staff meeting time at mutually agreed upon times during the Unit A and Unit C work hours. In the first week of school, Unit A and C classroom staff members will identify a set schedule for the current school year to hold the 60 minutes (in increments of 15 minutes or more) of weekly teacher/support-staff meeting time.

T. The parties agree that a pre-K calendar will be created and made available to LCP staff prior to the start of school. The pre-K calendar will include Conference Dates and Back-to-School Night.

Elementary

U. The parties hereby agree to the following morning and end of day sequence in the elementary schools

a. 8:30 Unit A educators with morning duties must be “on duty”
b. 8:45 All Unit A educators must be in classrooms, students admitted to classrooms
c. 8:55 Elementary start time, students engaged in learning activities
d. 9:00 Elementary students who arrive after this time are considered late
e. 3:30 Unit A educators with morning duties may leave
f. 3:45 Unit A educators with afternoon duties are dismissed from their duties. If students are still in the building, school administration must find coverage

W. Where elementary parent conferences are required, there shall be four (4) days of early release of students for each conference cycle. Professional staff shall be free to schedule conferences as to both time and duration and shall be free to leave the premises when they have no conference scheduled.

X. All full-time professional staff will have a forty-five (45) minute duty-free and meeting free lunch period, unless staff and principal involved agree to an alternate decision consistent with school based management. If possible during SY23-24, specialists will be scheduled for their lunch between 11:15 a.m. and 1:15 p.m. Part-time staff will be provided with a prorated amount. For the remainder of this contract, specialists will be scheduled for lunch between 11:15 a.m. - 1:15 p.m Elementary staff will not be required to do recess or bus duty, except as outlined in 12J, and unless available aides are utilized to relieve staff of other duties.

Y. Elementary classroom teachers shall have discretionary professional time during the fifteen minute morning or afternoon recess and the twenty minute lunch recess within the existing staff aide structure. A majority of the staff in a given school may choose to utilize aides in other areas. In addition, elementary teachers shall have discretionary professional time totaling no fewer than one hundred eighty (180) minutes per week in blocks of no less than thirty (30) minutes. This amount of discretionary time will be prorated for FTEs less than 1.0. In the event that a special education teacher or related service provider loses discretionary time due to an extraordinary circumstance and/or a student safety issue, steps to make the special education teacher whole for the discretionary time lost will be explored.

Z. Further, eighteen (18) Friday afternoons may be utilized by the professional staff at their discretion for preparation time and team meetings within the building. Out of the eighteen, the Friday afternoons immediately preceding the required fall and spring conferences and the Friday afternoons in the week immediately preceding the issuing of the required three report cards will be reserved for conference and report card preparation.

AA. Teachers of split classes will be required to teach one curriculum for science and one curriculum for social studies. Each school, with the Assistant Superintendent for Curriculum, Instruction and Professional Learning, the Curriculum Specialist, the principal and the teachers involved, will determine which curriculum this will be.

BB. A full-time elementary specialist teacher, as defined in Article 15 (art, music, physical education, and library media specialists, shall not be scheduled for more than twenty (20) student-contact hours per week. Administration shall make every effort to not schedule specialist teachers for more than five student contact hours per day. The library media specialist hours shall include regularly scheduled classes and other instruction when the librarian is required to teach students. Principals sharing special teachers (art, music, physical education, foreign language) will allot thirty (30) minutes of travel/set-up time between schools when arranging schedules; this time to be figured as part of the special teachers' scheduled hours. If a 0.9 FTE or 0.9 FTE plus (but less than 1.0) educator cannot be given a full teaching load due to travel time, they will be considered a 1.0 FTE, full time educator.

CC. In the interest of providing the best delivery of educational services for ALL students in the elementary grades, there will be conscientious effort made during the placement process to plan the distribution of students with special educational needs equitably among the classes at a given grade level. If the Director of Special Education or their designee, teachers, and school principal involved in the placement process agree that during a year there needs to be 'clustering' of students in particular classes for sound educational reasons, then in the placement process for the following year, the Director of Special Education or their designee, the teachers, and principal who are involved in the placement process will adjust distribution so that teachers affected in the previous year will not have two consecutive years of overload.

DD. The School Committee will make every effort to provide adequate resources for professional staff in connection with the implementation of State and Federal Special Education laws and regulations. The teaching load for educators in the Special Education department will be guided by:

a. Caseload recommendations chart (found in Appendix D).
b. Team Recommendations made in consultation with the ETS, administration and educators on the team.

If the educators, administrator(s), ETS together agree that during a year there needs to be more than the recommended caseload for one or more teachers for sound educational reasons, the next year the educator will not have a caseload exceeding the recommendations.

Middle School

EE. Middle school educators will have ten (10) early release days per year, five of which shall be teacher days and five of which shall be principal/district days.

FF. The School Committee will make every effort to provide adequate resources for professional staff in connection with the implementation of State and Federal Special Education laws and regulations. The teaching load for educators in the Special Education department will be guided by:

a. Caseload recommendations chart (found in Appendix D).
b. Team Recommendations made in consultation with the ETS, administration and educators on the team.

If the educators, administrator(s), ETS together agree that during a year there needs to be more than the recommended caseload for one or more teachers for sound educational reasons, the next year the educator will not have a caseload exceeding the recommendations.

GG. Middle school teachers shall have discretionary time totaling no fewer than 600 minutes over the course of a 6-day cycle which shall include the amount of time equivalent to 1 class period per day that

shall be used solely for the educator's individual preparation. Part time staff will be provided with a prorated amount of the total time. This amount of discretionary time will be prorated for FTEs less than 1.0.

HH. In the event that a special education teacher, or related services provider, loses discretionary time due to an extraordinary circumstance and/or a student safety issue, steps to make the special education teacher whole for the discretionary time lost will be explored.

II. By September 1, 2027, all teachers who work in grades 6-12 will have a caseload of up to 100-105.
    a. Some Performing Arts ensembles will be the exception to the caseload of 100-105, as they require larger groupings of students to reach educational goals. In these instances, every effort will be made to keep Performing Arts ensembles capped at 200. Performing Arts ensembles with fifty (50) or more students will be assigned an overmax aide or a second instructor.

High School

JJ. High school educators will have ten (10) early release days per year, five of which shall be teacher days and five of which shall be principal/district days.

KK. Teaching loads will be defined as the number of students assigned to a teacher based on the average number of students assigned to that teacher that school year. (Example: First semester - 125 students; second semester - 115 students. 125 + 115 = 240 students for year divided by 2 = 120 student average for the school year.)

LL. A student will be assigned a value proportional to the number of class periods above or below four. For example, a class that meets four times per schedule cycle will be assigned the value of one for load determination purposes. Classes meeting twice during the cycle will count each student as half (0.5 FTE) for load determination purposes. A class that meets five times during a schedule cycle will count each student as one and one-quarter (1.25) for load determination purposes.

MM. Subject to funding, as determined solely by the School Committee, the courses-per-week teaching loads in effect at the high school will be maintained at the levels in effect during the 2005-2006 school year. However, the School Committee reserves the right, after consultation with the LEA, to return to the courses per-week teaching loads in effect prior to the 2001-2002 school year.

NN. In determining a teacher's weekly schedule, the number of assigned responsibilities during the school day must be equitably distributed across the departments. In an effort to cover all duties as necessary a teacher may be assigned one (1) additional duty on a rotating basis. In no event shall any teacher be assigned lunch/commons duty. "Assigned responsibilities" is defined as (1) the total number of classes per week for all courses taught, plus (2) the number of periods per week used for other assigned professional activities and/or non-teaching duties. The latter are to be determined in consultation with the Department Heads/Coordinator and Principal or Principal's designee. In the event that a consensus cannot be reached, the Superintendent and LEA President will consult regarding a resolution of the matter. If they are unable to reach an agreement, the Superintendent shall determine the assignment in accordance with the relevant provisions of the collective bargaining agreement.

OO. The Department Head/Coordinator and Principal will be responsible through meetings and/or other means of communication for determining the assignment of blocks to a particular course and teachers to those courses. It is expected that the department and the Principal or the Principal's designee will work collaboratively to arrive at consensus on the assignment of available personnel to courses. The departments will make every effort to accomplish their instructional mission within the goals of appropriate contact hours for each course, appropriate class sizes, appropriate teacher preparation, and the educational needs of students. If the group cannot reach a decision by consensus, the Superintendent and the President of the LEA or their designees will consult to seek a resolution. If they are unable to resolve the matter, the Superintendent will designate a facilitator or facilitators trained in interest-based bargaining to help improve the group process. All members of the group are

obligated to cooperate in good faith with any such facilitation. In the event that an agreement is not reached by June 1, the Superintendent's determination will be implemented.

PP. In the event that a Long Term Substitute is required and the district is unable to hire one, they may ask for volunteers from other licensed staff to teach an additional class, above their contractual limit. Such teachers will be paid a fraction of the per diem rate based on their annual salary equal to said per diem rate times twice the number of blocks per week the class meets divided by the average number of teaching blocks per week/cycle, excluding homeroom and intervention (I) blocks.

QQ. The Lexington seniority of full and part-time teachers must be considered when determining the rate of pay per class in departments where the courses-per-week load has been reduced for some of the members of the department. No full-time or part-time teachers within a specific department will be paid less per class than another full-time or part-time teacher in that department with comparable Lexington seniority. *Per the MOA between the LEA and LSC executed June 2023, for FY24 the parties agree to set aside this article and instead implement the June 2023 recommendation of the HS JLMAC.*

RR. The teaching load for the length of this contract will not exceed 125 students/1 teacher. English is an exception with its cap held to the nationally recommended maximum ratio of 100 students/1 teacher. By September 1, 2027, all teachers who work in grades 6-12 will have a caseload of up to 100-105.

a. Some Performing Arts ensembles will be the exception to the caseload of 100-105, as they require larger groupings of students to reach educational goals. In these instances, every effort will be made to keep Performing Arts ensembles capped at 200. Performing Arts ensembles with fifty (50) or more students will be assigned an overmax aide or a second instructor.

SS. Whenever possible, teaching loads will be below the specified cap. Each department, with the coordinator and principal, will be responsible for determining the assignment of blocks to a particular course and teachers to those courses. The departments will make every effort to accomplish their instructional mission within the goals of appropriate contact hours for each course, appropriate class sizes, and appropriate teacher preparation. It is expected that a consensus will be reached. Lack of agreement should be viewed as a signal that the best option may not yet have been developed and put forth. If a decision needs to be reached, and the above group cannot reach agreement by consensus, formal decisions will require a majority vote. In the event that this group reaches a deadlock on some important issue or repeatedly fails to reach consensus on issues, any three (3) members may request that the Superintendent designate a facilitator or facilitators trained in interest-based bargaining to help improve the groups process. All members of the group are obligated to cooperate in good faith with any such facilitation.

TT. High school teachers shall have discretionary time totaling no fewer than 600 minutes over the course of a 6 day cycle, which shall include the amount of time equivalent to 1 class period per day that shall be used solely for the educator's individual preparation. This amount of discretionary time will be prorated for FTEs less than 1.0.

UU. In the event that a special education teacher loses discretionary time due to an extraordinary circumstance and/or a student safety issue, steps to make the special education teacher whole for the discretionary time lost will be explored.

VV. The School Committee will make every effort to provide adequate resources for professional staff in connection with the implementation of State and Federal Special Education laws and regulations. The teaching load for educators in the Special Education department will be guided by:

a. Caseload recommendations chart (found in Appendix D).
b. Team Recommendations made in consultation with the ETS, administration and educators on the team.

If the educators, administrator(s), ETS together agree that during a year there needs to be more than the recommended caseload for one or more teachers for sound educational reasons, the next year the educator will not have a caseload exceeding the recommendations.

ARTICLE 13: CLASS SIZE and CASELOAD SIZE

The School Committee and the LEA recognize that class size is an important factor in quality education.

Elementary

A. The School Committee will make every effort to maintain the following building-wide teacher/pupil ratios for the duration of the Agreement:
    a. Kindergarten: 1-18
    b. Grade 1: 1-22
    c. Grades 2-5: 1-24

    The teacher/pupil ratios will be based upon the projected number of students in the budget guidelines for the coming year.

B. Principals, librarians, reading specialists, art specialists, music specialists, and physical education specialists, foreign language teacher, speech and language pathologists, special needs teachers, counselors, and other professional support personnel shall be excluded in the computation of the teacher/pupil ratios.

C. Children in substantially separate placements will be incorporated in the mainstreamed homeroom core lists for the computation of the teacher/pupil ratios.

D. In the event that an elementary classroom exceeds the following maxima listed below on October 1 of the school year, or on any day following October 1 of that school year, the teacher will be provided with two (2) hours per day of instructional aide assistance. The scheduling of this aide shall be determined by the Principal in consultation with the teacher.

    a. Kindergarten: 20
    b. Grade 1: 24
    c. Grades 2-5: 26

    If any class exceeds the maxima by twenty percent (20%) or more, the class will be split. The above maxima apply to "home room" class size and not to class sizes as a result of redeployment of students for specific subjects as mutually determined between and among teachers.

E. At least one full-time instructional aide will be employed at each elementary building. The primary purpose for this position is to meet the provisions of Section D for classroom teachers and special teachers (physical education, art, music, and foreign language). Special teachers whose class size exceeds the maxima are entitled to instructional aide assistance during those class periods.

Middle School

F. The School Committee will make every effort to maintain the following building-wide teacher/pupil ratios for the duration of the Agreement: Grades 6-8: 1-16

G. In computing the Grades 6-8 ratio, special needs teachers, instructional material specialists, reading specialists, counselors, nurses and the non-teaching time of department heads, principals, assistant principals and coordinators shall be excluded. The computations shall be based upon the projected number of students in the budget guidelines for the coming year.

High School

H. The School Committee will make every effort to maintain the following building-wide teacher/pupil ratios for the duration of the Agreement: Grades 9-12: 1-17

I. In computing the Grades 9-12 ratio, instructional material specialists, reading specialists, special needs teachers, counselors, social workers, nurses and the non-teaching time of department heads, principals, associate principals, deans and coordinators shall be excluded. The computations shall be based upon the projected number of students in the budget guidelines for the coming year.

"Joint Labor Management Advisory Committee on Environmental Health and Safety"

J. The Environmental Health and Safety JLMAC will continue to meet at least quarterly to discuss concerns for employee and student health and safety, and collaborate on solving problems. The superintendent or their designee will participate in the meetings. `

"Joint Labor Management Advisory Committee on Preschool"

K. This committee convenes to address the Preschool's unique schedule.

L. This committee will explore caseload, student hours, and increasing discretionary time.

M. This committee will include at least two integrated teachers, one ILP teacher, one SLP and one OT and up to a comparable number of administrators as appropriate.

N. The superintendent or their designee will participate in the meetings.

"**Joint Labor Management Advisory Committee on the High School"**

O. This committee will convene at least once a year to determine allocation of additional FTE that will address the "4 vs. 5" teacher workload disparities.

P. This committee shall make a recommendation to the superintendent or designee to determine the allocation of the additional FTE.

Q. The superintendent or their designee will participate in the meetings.

"Joint Labor Management Advisory Committee on Equity"

R. This committee will create administrative structures for responding to incidents of identity-based harm committed against and/or by adults in the LPS community. The Equity JLMAC will address shared commitments and shared responsibilities towards the goal of becoming a more diverse, equitable and welcoming community. If appropriate, the JLMAC will create a MOA at the conclusion of the JLMC's work for possible ratification.

S. The superintendent or their designee will participate in the meetings

T. The tasks that the Equity JLMAC may undertake could include the following:

a. Review existing tools for reporting incidents of identity-based harm and discrimination, including the legal parameters in which we must operate, and make recommendations to make the tools more accessible to staff.
b. Review of the contractual and policy language around staff supervision and evaluation and staff discipline and work together to recommend changes to the existing policies and tools with the goal of (a) creating more equitable tools that will support staff learning; and (b) including more voices in the process.
c. Investigate structures to assure that feedback can be delivered in all directions, without fear of reprisal.
d. Consider whether and how the recommendations of the JLMAC will be incorporated into the contract and policy language, with the understanding that all contractual changes are subject to ratification.
e. As a district that is embracing DEI work, we are increasingly confronting issues of cultural insensitivity, bias and racism. Consistent with the District's ongoing efforts, the Parties agree

to explore an easily accessible system of reporting microaggressions and discrimination, a procedure for addressing those microaggressions appropriate to each level (i.e., students, faculty, administration). As appropriate, these issues will be documented and reported in the District's annual Eliminating Systemic Barriers Report, including information about the findings and the steps taken to handle the incidents.

"Joint Labor Management Advisory Committee on Special Education" (JLMAC)

U. For the duration of the contract, the parties agree to establish a joint labor management advisory committee to include the Superintendent of Schools or designee, a School Committee member, and an equal number of members selected by the Association and Administration. The JLMAC will meet quarterly or more frequently at the discretion of the committee with meetings posted on the district wide calendar. The JLMAC will:
   a. Collect and review system wide data for "Special Education Caseload" to monitor compliance with the contract, including but not limited to caseload and discretionary time.
   b. Purpose solutions as needed, including a menu of options which would be implemented promptly by the JLMAC
   c. Monitor equitability four times during the school year (fall, winter, and spring)
   d. Share data with the respective parties including but not limited to caseload numbers, evaluation numbers, loss of discretionary time, and open Unit C positions.
   e. The JLMAC will review and discuss the secondary special education reading specialist caseload. At the start of the FY24 School Year, the recommended caseload for the secondary special education reading specialists will be 23.
   f. The parties will review the recommended caseloads throughout the term of this contract and if necessary reconvene the JLMAC for further discussion and review.

Special Education and English Language Learners

V. Wherever possible, in the judgment of the administrator, caseloads will not exceed the ranges on the "Special Education Caseload Data Chart." See Appendix D.

W. English Language Learner (ELL) guidelines for caseload will be thirty (30) students to one (1) ELL teacher. Should the caseload of a teacher reach forty-five (45), additional staff may be hired or alternate staffing may be sought.

X. In FY19, the number of Related Services positions (OT/PT/SLP) will be increased by no fewer than three (3) FTE's.

Y. The Special Education department shall designate a "gatekeeper" to manage and electronically track caseloads of all special education teachers and related service providers and either flexibly assign cases or add temporary staff to support the cases. Appendix D will serve as a guideline to these determinations.

Z. School Psychologists shall be considered district-wide positions with preference given to their home schools. There shall be no more than fourteen (14) open evaluation consents at a given time for each School Psychologist. Overflow cases will be flexibly assigned to available staff by the Special Education Department "gatekeeper" described in section "Y".

AA. All special educators and service providers will start the school year under their caseload cap by October 1, 2023, using the current recommended caseload chart.

Counseling

BB. The Parties agree to establish and maintain a PK-5 counseling ratio of 1:250, with a ratio that includes general education social workers and school counselors, and at a minimum, one social worker and school counselor assigned at every school.

CC. The Parties agree to establish and maintain a secondary (middle school and high school) ratio to include full-time school counselors who normally shall be assigned a caseload of up to 200 students per year, with the goal of 190 students per year.

ARTICLE 14: SPECIAL TEACHERS, SUPPORT PERSONNEL, AND SPECIAL POSITIONS

A. The School Committee recognizes the importance of providing adequate numbers of special teachers in both elementary and secondary schools, and within the structure of the curriculum shall make every effort to continue in effect the present ratio and areas of special teachers for the life of the Agreement. Special teachers shall be defined as:

   a. Elementary: Art, music, physical education, library-media, World Language
   b. Pupil Services: Counselors, social workers, psychologists, speech/language pathologists, nurses

B. The School Committee recognizes the valuable contribution that support personnel affords the system.
   a. Support personnel will be defined as all non-professional staff and any other personnel hired by the School Committee to assist the teaching staff with clerical and non-teaching duties.

   b. Adequate elementary support personnel shall mean one full time (1.0 FTE) aide per 125 students. A full time equivalent aide equals thirty (30) hours per week. The School Council will decide how all aides within a building will be utilized. Whenever fiscally possible, the number of students to 1.0 FTE aide will be lower than 125.

   c. At the elementary and middle school levels, an aide will be employed to provide health room coverage when the nurse is not present in the school. This aide will come from the support personnel pool.

C. Openings in Summer School, Summer Workshops, Evening School, and Federal Programs Workshops shall be publicized either by a notice on the bulletin board in the staff room or by a bulletin distributed to all the teachers. Professional staff who are appointed shall be notified in writing of their appointment and a list of successful applicants shall either be posted on the bulletin board in the staff rooms or listed in a bulletin distributed to all staff. Positions in the Summer School, Summer Workshops, and Evening Schools, and positions under Federal Programs shall be filled by staff already employed in the Lexington School System where, in the opinion of the School Committee and the Superintendent, their qualifications are equal to or better than those of other applicants.

ARTICLE 15: PERSONNEL FILE

A. The School Committee and the LEA acknowledge the existence of more than one file per professional staff member; one personnel file at Central Office and a working file(s) in the custody of both (where applicable) of the primary evaluator and the supplementary evaluator. All documents and other records which are going to be retained concerning a professional staff member and/or their employment with the School Committee shall be stored in files, the location of which shall be made known to each professional staff member. No transfer of documents shall occur unless the professional staff member has seen and acknowledged such documents by signing and dating them.

   The personnel file will contain:

Evidence of Licensure	Citizen letters	Complimentary notes
Conference reports	Contracts/notification of salary	Course reports
Coursework/degrees	Evaluations	Leadership information
Letters/memos on specific topics	Observations	Original application
Transcripts	Move request(s)	

B. Nothing shall be added to any professional staff member's file(s) until and unless the professional staff member has seen the item and has acknowledged such by signing it. Professional staff members shall have the right to write a written commentary to anything in, or intended to be in, their file; this commentary shall be attached to the item in the file(s). If the professional staff member refuses to sign, the document will be shown to an officer of the LEA who will acknowledge it by signing and dating it.

C. No document or other record containing assertions or conclusions critical of a professional staff member shall be saved by the school system unless all of the following conditions are met within fifteen (15) school days after actual receipt by the administrator who intends to save the document:

    a. It has been brought to the professional staff member's attention within seven (7) days from the postmark date, or seven (7) days from the letter date, whichever date is later;
    b. Facts asserted have been verified within fifteen (15) school days;
    c. Conclusions drawn have been validated, within fifteen (15) school days.

D. In order for a document to constitute a reprimand, it must contain the designation ***RE: Letter of Reprimand***; otherwise, it may not be used as evidence to establish a pattern of progressive discipline.

E. Recommendations or other documents concerning a professional staff member obtained by the school system prior to the professional staff member's employment or as part of an application for promotion shall normally be removed from the professional staff member's personnel file as follows:

    a. In the case of initial employment or successful promotion application: after completion of the third school year in the position.
    b. In the case of unsuccessful promotion application: within thirty (30) days of the filling of the position. Prior to the removal of these records, professional staff members shall be afforded the opportunity to have some or all of these records retained.

F. A professional staff member has the right, upon demand, to review their personnel file(s) and to make copies of the contents during normal business hours (8:00 A.M. - 4:30 P.M.). A professional staff member is entitled to have a representative of the LEA accompany them during inspection of the professional staff member's files.

G. No information adverse to the professional staff member shall affect the professional staff member's employment or position unless that information has been retained pursuant to the provisions in Article 16 (Conflict Resolution).

ARTICLE 16: CONFLICT RESOLUTION

The Lexington Public Schools' core value of shared responsibility requires teachers and parents to work together for the good of all students. The following process has been developed to reinforce this core value.

Parent and teacher communications contribute to student achievement. Teachers are interested in the concerns of parents and want to address those concerns in an open and professional manner. Questions related to classroom issues should be referred directly to the teacher. Most problems are resolved when parents take this initial step.

Supervisors and administrators will listen to questions and concerns related to classroom issues and will provide policy-related information. The supervisor/administrator will arrange and/or facilitate a parent/teacher meeting if such dialogue has not already begun. Should the parent refuse to meet with the teacher, the supervisor/administrator will communicate the complaint to the teacher. If the complainant requests anonymity, no disciplinary action or performance plan may result solely from such a complaint. The supervisor/administrator may, however, investigate the matter further.

Parents who feel that an issue is unresolved after having consulted with the teacher should contact the individual listed in the "referral" column.

ELEMENTARY SCHOOLS Referral Columns: Whenever you have a concern, please direct your first contact to the individual listed under "Initial Contact" and then to the individual listed under "Referral"

Nature of Concern	Category	Initial Contact	Referral
School Committee Policy	School Related	Principal	Superintendent
Placement	Academic Grouping	Teacher	Principal
	Homeroom	Teacher	Principal
Pupil Progress	Grades	Teacher	Principal
	Social Development	Counselor	Principal/Psychologist/ Director of Counseling
	Tutoring	Counselor	Principal
	System Wide Testing	Counselor	Principal/Director of Education
Discipline	Classroom	Teacher	Principal
	Lunchroom	Teacher	Principal
	Playground/Recess	Teacher	Principal
	Attendance/Tardiness	Teacher	Principal
Curriculum	Content	Teacher	Curriculum Coordinator/ Principal
	Special Subject	Teacher	Curriculum Coordinator/ Principal
Special Needs	Referrals	Teacher/Counselor/ Psychologist	Principal/ Director of Special Education
	Tutoring	Special Needs Teacher	Principal
	Early Childhood Screening (3 & 4 yr. olds)	Supervisor/Principal of Preschool	Director of Special Education
	Transportation	Director of Special Education	Asst. Supt for Finance and Operations
	IEP	Special needs liaison	SPED Supervisor/Director
METCO	Tutoring	Teacher	METCO Tutor/Tutoring Supervisor
	Initial Placement	Principal	K-12 METCO Academic Director
	Transportation	K-12 METCO Academic Director	Asst Supt for Finance and Operations.
Preschool Screening	Kindergarten	Counselor	Principal
Pupil Records	Content/Availability	Counselor/Principal	Director of Counseling
Before/After School Sports	Program	Physical Education Specialist	Coordinator of PE/Wellness
Instrumental Music	In-School Lessons	Instrumental Music	K-12 Coordinator of Performing Arts
	After-School Lessons	Specialist	K-12 Coordinator of Performing Arts
Moves	Out-of-Neighborhood School	Principals	Asst. Supt. for Finance and Operations
Counseling Services	Guidance Methods/ Delivery of Services	Counselor	Principal/ Director of Counseling
Classroom Instruction	Teaching Methods	Teacher	Principal
	Delivery of Curriculum	Teacher	Coordinator/ Elementary Specialist
Health/Medical	Injury/Illness	School Nurse	Principal/ Coordinator of School Health Services

MIDDLE SCHOOL/HIGH SCHOOL Referral Columns: Whenever you have a concern, please direct your first contact to the individual listed under "Initial Contact" and then to the individual listed under "Referral"

Nature of Concern	Category	Initial Contact	Referral
School Committee Policy/Administrative Decision	School Related	Principal	Superintendent

Transportation	Regular	Assistant Principal	Asst. Supt. for Finance and Operations
Attendance/Tardiness/ Discipline	Class/School	Assistant Principal/Team Leader	Principal
Curriculum: Course Content, Placement Policy, Information and Advice	Departmental	Coordinator	Principal/ Coordinator
Student Schedule Student Placement	Counseling	Counselor/ H.S. Coordinator	Principal
Personal Problems Related to School	Counseling	Counselor/ Social Worker	Director of Counseling/ Counselor
Adjustment of School or Community	Counseling	Advisor	Director of Counseling/ Counselor
Special Needs	Referrals/Tutoring/ Transportation	SPED Supervisor/ Administrator	Principal/ Director of Special Education
Special Needs	IEP	Special Needs Liaison	SPED Supervisor/ Director
Grades, Academic Concerns, Pupil Progress, Pupil/Teacher Relationships	Classroom Issues	Classroom Teacher	Coordinator/Principal
Athletics	Schedules Before/After School Sports Team Activities	Coach	Athletic Director
METCO	Tutoring	Teacher	METCO Tutor/ Tutoring Supervisor
	Transportation	K-12 METCO Academic Director	Asst Supt for Finance and Operations
Pupil Records	Content/Availability	Counselor/ H.S Registrar	Principal/Director of Counseling
Classroom Instruction	Teaching Methods	Teacher	Principal
	Delivery of Curriculum	Teacher	Coordinator
Health/Medical	Injury/Illness	School Nurse	Principal/Coordinator of School Health Services

ARTICLE 17: SICK LEAVE, SICK LEAVE BANK, AND SICK LEAVE BUY BACK

A. All current professional staff members shall be entitled to fourteen (14) days of sick leave per year without loss of salary. Professional staff members hired after September 1, 1984 and who teach less than a five-day week shall be eligible for pro-rated sick leave based upon the number of days employed per week. The accumulation of total sick leave days shall be unlimited. Deductions shall be at the rate of 1/184th of the yearly salary for each day of unexcused absence. A medical certificate may be required for all absences exceeding five (5) consecutive days. Sick leave is applicable when a professional staff member is absent for diagnostic purposes emergency in nature (to have X-rays taken or to be involved in a medical examination).
B. Sick leave in addition to personal illness shall include absence because of sickness on the part of a near relative: mother, father, husband, wife, children and members of the immediate household where care of such person is the prime responsibility of the professional staff member and only until other appropriate arrangements can be made.
C. Professional staff members employed in summer workshops for ten (10) or more days shall receive one (1) day of sick leave or sick leave equivalent to five (5)% of the employment period, whichever is greater.
D. Upon request at the building level, a professional staff member will be provided with their sick leave history for the previous school year.
E. A Sick Leave Bank shall be available for use by eligible members of the professional staff covered by this Agreement who have exhausted their own sick leave and who have serious illness or injury or who

have an immediate household family member with a serious illness or injury in accordance with the following provisions below. Applications for the use of the Sick Leave Bank are issued by the Assistant Superintendent for Personnel and Staff Support.

a. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible professional staff member shall not exceed thirty (30) days. Upon completion of the thirty (30) day period the period of entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant for their own illness or injury.
b. Members who have exhausted their own sick and personal leave time, shall be eligible to apply for up to thirty (30) days annually from the sick leave bank for use to care for an immediate household family member with a serious medical condition or injury. Members must submit appropriate FMLA paperwork for the family member with the serious medical illness or injury.
c. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of up to seven (7) members. Three (3) members shall be designated by the Superintendent to serve at their discretion and four (4) members shall be designated by the LEA. The Sick Leave Bank Committee shall determine the eligibility for the use of the bank and the amount of leave to be granted.
d. The following criteria shall be used by the Sick Leave Bank Committee in administering the Sick Leave Bank in their determination of eligibility and amount of leave:
    i. Adequate medical evidence of serious illness or injury,
    ii. Prior exhaustion of all eligible sick leave,
    iii. Length of service in the Lexington Public School System,
    iv. Prior utilization of the Sick Leave Bank
e. When the Sick Leave Bank is reduced to fifty (50) days, it shall be renewed by contribution of one (1) additional day of sick leave from each member of the professional staff covered by this Agreement. Such additional days will be deducted from the members' annual fifteen (15) days of sick leave. The Sick Leave Bank Committee shall determine the time when it becomes necessary to replenish the bank.
f. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and not subject to appeal.
g. Professional Staff members can donate up to twenty-five (25) days to the sick leave bank upon retirement or resignation.
h. Employees in their first year of service will donate one (1) of their sick days to the sick leave bank.

F. After fifteen (15) years of service in the Lexington Public Schools, professional staff having accumulated one hundred fifty (150) days of sick leave shall be entitled to one-half (1/2) pay for additional days up to a maximum of fifty (50) days on one year's notice of intent to retire from teaching. Such written notice shall be given no later than September of the school year of retirement. Such payment shall be made on retirement. *This provision applies only to professional staff members employed on or before October 6, 1987.*
G. There shall be no loss of salary, benefits, or sick leave allowances when an employee is advised by their physician to avoid exposure to Fifth Disease during pregnancy. The employee must submit a written request from their doctor to the Principal and Assistant Superintendent for Personnel and Staff Support as soon as possible after the outbreak and must include the results of the medical test for immunity to fifth disease. Should an extended absence from a particular building be necessary, the employee will be assigned to other appropriate duties in the school system.

ARTICLE 18: TEMPORARY LEAVE

A. Leaves of Absence without Pay

A leave of absence without pay or increment may be granted to a professional status staff member for reasons which include, but are not necessarily limited to FMLA, study, or the seeking or holding of a political office. Leaves under this section will not be unreasonably denied.

Requests for leaves of absence without pay should be submitted to the Assistant Superintendent for Personnel and Staff Support. The professional staff member, upon return to the Lexington Public Schools, will be granted a position of comparable responsibility to that which was held by them prior to their leave.

All benefits which the professional staff member held when leaving the system shall be restored upon return. The professional staff member must give notification of their intent to return from such a leave of absence by February 15 or not return.

B. <u>Parental Leave</u>

a. For Fiscal year 2024 (SY 23-24)
   i. Parental leave allows full-time employees who have been employed for at least three (3) consecutive months up to twelve (12) weeks of leave after the birth of a child; the adoption of a child under the age of 18; adoption of a child under the age of 23 if the child is mentally or physically disabled; and placement of a child up to age 18 with the employee per court order.
   ii. An employee seeking leave must provide at least 2 weeks' notice of the anticipated date of departure and the employee's intention to return; unless the delay of notice is for reasons beyond the employee's control.
   iii. If both parents are employed by the Lexington Public Schools, the employees are entitled to a total of twelve (12) weeks in the aggregate. Appropriate supporting documentation may be required.
   iv. Employees taking parental leave will be granted the following paid leave benefits prior to accessing any other paid leave benefits in the CBA:
      1. Up to 20 days on consecutive workdays, not deducted from sick time or personal time.
      2. For calculation of this paid benefit, the twelve weeks under this policy shall commence upon the arrival of the child or birth of the child.
      3. Up to an additional eight (8) weeks may be taken, to be deducted from accumulated sick leave under Article 17: Sick Leave, Sick Leave Bank and Sick Leave Buy Back of this Agreement
   v. After an employee has used all eligible leave time, any remaining time of parental leave shall be unpaid.
   vi. Eligible staff may petition the sick bank in accordance with the parameters set out in the collective bargaining agreement. Parental leave will run concurrently with FMLA leave if the employee is eligible for such leave.
   vii. An employee granted a parental leave of absence under this policy shall, upon return to service after said leave, be restored to their previous, or a similar, position with the same status, pay, length of service credit and seniority as the employee had on the date of commencement of the leave of absence.
   viii. An employee does not accrue sick time, longevity credit, credit for placement on the salary schedule, or seniority for any period during which the employee is on unpaid leave of absence. If other employees of equal length of service and status, serving in the same or similar position, have been terminated from service because of changes in the operation of the school system affecting employment of staff of the same type during the period of such parental leave of absence, the employee shall not be entitled to be restored to their teaching position.
   ix. A professional staff member will be granted child rearing leave of absence of up to two (2) years from the effective date of commencement of leave, but in any event, it may last until the beginning of a new school year. Professional staff members do not accrue sick time, longevity credit, credit for placement on the salary schedule, or seniority for any period during which the professional staff member is on unpaid leave of absence. Upon their return, they shall receive the normal salary increment, provided that the professional staff members had completed at least one half (1/2) year at their present position.
   x. A professional staff member must give written notification of their intent to return from such a leave of absence by February 15 or not return. The staff member will be placed in a position within the school system for which they are licensed and highly qualified.
b. Beginning Fiscal year 2025 (SY 24-25), and for the balance of this contract, the Parties agree that the Contract will be amended to include the Paid Parental Leave Provisions as outlined in the Town of Lexington Paid Parental Leave Policy per Administrative Directive #34 as outlined below.

i. Additional eligibility requirements
    1. For employees who have been employed by the Town of Lexington in a benefits eligible position for at least 12 consecutive months or 52 consecutive weeks without any break in service.
    2. Eligibility for Paid Parental Leave ends if an employee transfers to an ineligible position.
    3. Paid Parental Leave is not paid out upon separation from employment with the Town and cannot be donated to other employees.
    4. If both parents are employed by the Town and meet the eligibility criteria set forth above, each employee is separately entitled to up to 12 weeks of Paid Parental Leave.
    5. Paid Parental Leave must be completed within one year of the event.

ii. Parental Leave Pay Rate - eligible employees receive:
    1. 100% of base wages based on regular work hours for the first 3 weeks of leave;
    2. 75% of base wages based on regular wages for the following 3 weeks of leave;
    3. 50% of base wages based on regular work hours for the remaining 6 weeks of leave.

iii. Supplementing Paid Parental Leave with Other Leave Benefits
    1. With approval, eligible employees may use accrued time (i.e. sick, vacation, personal or compensatory) as a supplement in order to receive up to 100% of base pay during any weeks that Paid Parental Leave alone provides less than 100% of base pay.
    2. At no time may an employee receive more than 100% of their base pay.

iv. Concurrent Leave
    1. Any paid time off under this Paid Parental Leave Policy will run concurrently with available leave under the Family and Medical Leave Act (FMLA), the Massachusetts Parental Leave Act (MPLA) as well as any leave afforded by a collective bargaining agreement or other Town policy.
    2. Employees must comply with the notice and documentation requirements necessary for FMLA and MPLA leave.
    3. Employees may only use other accrued paid time off consistent with the requirements of their respective collective bargaining agreement or applicable Town policy.

v. PROCEDURES
    1. Advance and Effective Notice Required
        a. All Paid Parental Leave requires effective notice from the employee and approval from the Human Resources Department.
        b. Effective notice is given when the employee submits all of the following to the Human Resources Department at least 30 days before the Event:
            i. A written request to use Paid Parental Leave;
            ii. A written designation of the choice to take Paid Parental Leave in one continuous period or in two continuous periods of time; and
            iii. The anticipated start date and duration of the requested Paid Parental Leave.
            iv. If exigent circumstances make it unreasonable to provide 30 days' advance notice, employees must provide notice as soon as practicable. Failure to provide appropriate notice may delay the consideration or approval of the request.
        c. The Human Resources Department may request appropriate supporting documentation to determine whether the leave can be approved. In these circumstances, Paid Parental Leave will not be approved until the employee submits the requested information

vi. Should the Town of Lexington vote to approve MGL c. 175M (Paid Family Medical Leave), the Parties agree to meet to negotiate any possible changes to this section.

C. **Visitation**

Any professional staff member, upon application to and approval of the Superintendent, may be absent to attend conferences and meetings or to visit schools for professional improvement. If this request is rejected, upon written request the professional staff member shall receive a written response as to the reason for rejection.

D. **LEA Days**

LEA representatives shall be granted up to twenty-five (25) days for attendance at MTA/NEA business conventions. Such time is not to be taken for training programs in collective bargaining.

E. Personal Days

Professional staff members may be absent for three (3) days a year for such as, but not restricted to, the following reasons: legal affairs, business or personal matters, adoption of a child, court appearances, real estate business, serious family illness, graduation from a place of higher learning, funerals. Reasons which are unusual, imperative or emergency in nature at which their attendance is required and no other arrangement can be made are approved upon request. Written notification to Assistant Superintendent for Personnel and Staff Support for such personal leave will be made at least forty-eight (48) hours in advance, except in the case of an emergency, in which case, notification can be made by phone followed by written notification during or after the absence. The professional staff member need only state that they need a personal day for reasons consistent with the policy as stated above. Personal days shall not be taken immediately preceding or following a vacation or holiday except by special permission of the Superintendent. Permission shall not be granted for travel purposes except when unforeseen travel emergencies such as an airline strike make it impossible for the professional staff member to return as scheduled. Unused personal leave days will automatically convert to sick leave days at the end of each school year.

F. Military Leave

The School Committee agrees to pay the differential between military pay and the professional staff member's salary when the former is smaller, in those instances in which a professional staff member is called into temporary active duty with any unit of the Armed Forces Reserves or the State National Guard, provided that such obligations cannot be fulfilled when school is not in session. Payment differential for such call-up shall not be in excess of twenty (20) school days.

Military Leave will be granted to any professional staff member who is involuntarily inducted into any branch of the Armed Forces of the United States. Upon return from such leave, a professional staff member will be placed on the salary schedule at the level which they would have achieved had they remained actively employed in the Lexington Public Schools. Up to two (2) years plus one (1) month salary credit will be given for such absence. Credit for the time spent in the Armed Forces will not be given as part of the seven (7) years required for sabbatical leave. The staff member, upon return to LPS, will be granted a comparable position to that which was held prior to involuntary induction.

G. Peace Corps, Vista, National Teachers Corps

A leave of absence without pay for up to three (3) years will be granted to a professional staff member who joins the Peace Corps, Vista, the National Teachers Corps or other nationally recognized service organization, or who serves as an exchange teacher. The professional staff member will be granted increment steps for the three (3) year leave of absence. The professional staff member, upon return to the Lexington Public Schools, will be granted a position of comparable responsibility to that which was held by them prior to their taking such leave.

H. Religious Leave

Written request for required observance of religious holidays shall be made one (1) week in advance to the Assistant Superintendent for Personnel and Staff Support. Such leave will not exceed three (3) days. Such absence will not be charged to sick leave or to personal day. Travel time to and from places of religious worship is not covered by this Section.

I. **Legal Proceedings**
Time necessary for appearances in any legal proceedings connected with the professional staff member's employment in the Lexington Public Schools shall be granted upon request to the Superintendent.

J. Bereavement leave An absence with pay for a period not to exceed five (5) days may be granted by the Superintendent, or their designee, in case of the death of a member of an employee's family or household.

K. Miscellaneous
Except where otherwise provided, leaves in this Article shall be in addition to sick leave and no professional staff member will be required to arrange for their own substitute. Every effort will be made to provide qualified substitutes when regular professional staff members are absent.

L. Professional Leave
Professional staff members shall be eligible for professional leave, as provided in this leave program, after ten years of service in Lexington and at the maximum of a salary column. (Those who had participated in a sabbatical within the previous ten years would not be eligible to participate.)

A maximum of three (3) professional staff members shall be eligible to take professional leave for a full year at one-half (1/2) pay.

The year during which professional leave is taken shall be treated as a year of Lexington experience for all salary purposes.

Requests for professional leave for the ensuing year shall be presented to the Superintendent, in writing, by the conclusion of the first day of school, following the December recess (but no later than January 10) and shall be accompanied by a proposed professional leave plan. This shall be a detailed outline, including a statement of aims and objectives related to one or more of the following:

a. Updating professional skills, relative to present professional position;
b. Moving to be certified in an additional professional area, wherein there may be a potential need for the school system;
c. Research new events or experiment in curriculum, which may be of potential use for program improvement;
d. Participate in a program of travel associated with the system's curriculum;
e. Retrain in a new skill area.

Professional staff members selected for participation in this professional leave program would be: first, from among staff volunteering; second, from staff recommended by peers; and third, from staff recommended by supervisors/administrators. The final selection will be made by the School Committee upon recommendation of the Superintendent.

M. **Family Leave (Family and Medical Leave Act of 1993) (FMLA)**
Professional staff members are eligible for an unpaid leave of up to twelve (12) weeks per a twelve (12) month period for any of the following reasons: (1) to care for the professional staff member's child within a year of birth, adoption, or the initiation of foster care; (2) to care for a close relative with a serious health condition; (3) because the professional staff member's own serious health condition makes the professional staff member unable to perform the professional staff member's job.

N. **Sabbatical Leave**
Professional staff members shall be eligible for sabbatical leave, as provided in this Article, after at least seven (7) consecutive years of employment in the Lexington Public Schools. Time spent in military service shall not be credited as part of the required seven years; but such service, when involuntary, shall not be considered a break in consecutive years of employment.

A maximum of six (6) professional staff shall be eligible for sabbatical leave during a single year as follows: Four (4) persons shall be eligible to take one-half (1/2) year of leave at full pay or one (1) full year of leave at one-half (1/2) pay, and two (2) persons shall be eligible to take one (1) full year of leave at full pay.

For professional staff members, pay will be interpreted to mean the basic salary, excluding supplemental payments for special assignments, they would have been paid if in active service during the period of leave.

K-5 Coordinators pay will be interpreted to mean the total salary they would have been paid if in active service during the period of leave.

The year during which sabbatical leave is taken shall be treated as a year of Lexington experience for salary purposes.

Requests for sabbatical leave for the ensuing year shall be presented to the Superintendent in writing by February first, and shall be accompanied by a proposed sabbatical leave plan. This shall be a detailed plan, including a statement of aims and objectives relating to the improvement of the applicant's capabilities as a professional staff member in the Lexington Public Schools, and the procedures and activities whereby these aims and objectives are to be achieved.

Sabbatical leaves may be approved by the School Committee on recommendation of the Superintendent. After approval, and prior to the close of the school year preceding the year of sabbatical leave, a person to whom leave has been granted shall file with the Superintendent and the School Committee a final sabbatical leave plan. Such plan shall be consistent with the proposed plan on which approval of leave was based, and shall be accompanied by appropriate evidence (such as letters granting admission to study at educational institutions) that the activities described therein are feasible.

Upon the filing of the final sabbatical leave plan, the professional staff member taking leave shall enter into a written agreement with the School Committee whereby such person agrees that

a. their activities during the period of sabbatical leave will be substantially as described in the final plan, subject to modification only with the recommendation of the Superintendent and the approval of the School Committee;
b. they will not engage in any gainful employment during the period of sabbatical leave, except as may be expressly stipulated in the final plan;
c. they will file brief monthly progress reports with the Superintendent during the period of sabbatical leave;
d. Upon expiration of sabbatical leave they will immediately return to service in the Lexington Public Schools for a period of two (2) years in the case of a full year's leave, and a period of one (1) year in the case of a one-half (1/2) year's leave. Upon resumption of active service the professional staff member will, if possible, be assigned to the position they held just prior to taking leave or a comparable position; and such contract shall incorporate by reference the provisions of Paragraph I of this Article.
e. Upon a finding by the School Committee that a professional staff member, while on sabbatical leave, willfully and without justifiable excuse, has failed to carry out activities as specified in the final sabbatical leave plan or to file a required monthly report, or has filed a false or misleading monthly report or reports, or has engaged in unapproved gainful employment, the School Committee may:
    i. If any portion of the leave period remains unexpired at the time of such finding, order the professional staff member's immediate return to service;
    ii. Order the return of such portion of salary paid for time on leave (or the withholding of such portion of salary due and unpaid for time on leave) as the Committee finds bears a just and reasonable relation to the gravity of the infraction. In the case of a willful, serious and sustained departure from the final sabbatical leave plan, or of repeated failure after warning to file monthly reports, or of sustained engagement in unapproved gainful employment, or of deceitful and material falsehood in any monthly report, the School Committee may order such leave converted into an equivalent period of leave without pay and require the return of all salary monies theretofore paid to the professional staff member for time on leave.
f. Nothing shall preclude the School Committee from determining to increase the number of sabbaticals awarded should they deem it to be in the interest of the school system.

The School Committee continues to support opportunities for staff to grow and develop. While a sabbatical leave may offer one approach to professional development, there may be other applications

of these funds which allow greater variety of activities and greater participation of staff in any given year. A working committee shall be established consisting of three (3) members selected by the LEA and three (3) members selected by the Superintendent to serve at their discretion. The Committee will make recommendations to the Superintendent by November 1 each year thereafter in which this contract remains in force as to the alternative applications of eligible funds under this Article. The Superintendent will recommend the use of any, or all, funds under this Article to the School Committee. The School Committee may approve such use(s) upon recommendation of the Superintendent.

O. **Jury Duty**
A professional staff member called for jury service shall be paid the difference between their regular salary and their jury pay during the period of such service. Upon receipt of a summons for jury service, the professional staff member shall immediately notify their immediate supervisor.

ARTICLE 19: INDEPENDENT MEDICAL EXAMINATIONS

The Superintendent of Schools has a responsibility to students and staff to ensure that employees who are present at work are fit to perform the duties and responsibilities associated with their work assignment(s). The Superintendent of Schools, acting in their capacity as employer, has the discretion to request and/or require a medical opinion from a medical practitioner of their choosing or additional medical assessment by the employee's doctor if there is a reasonable basis for questioning whether the employee is disabled from work, and/or determine whether the employee is fit to perform their duties, and/or determine whether the employee is fit to return to work after more than fifteen consecutive days of absence from work.

The Superintendent can order employees to participate in a medical evaluation or an assessment of their physical, emotional or mental health if there is a documented basis for the reason(s) for the order, and this order is delineated in writing to the teacher and a copy is sent to the President of the Association.

The basis for such an order may be based on a pattern of one or more of the following indicators:

- Complaints of inappropriate verbal conduct or any conduct indicating an inability to exercise self- control and self-discipline;
- An abrupt change in customary behavior resulting in an inability to perform essential functions of the position;
- Irrational verbal conduct or behaviors, including delusions and/or hallucinations;
- Suicidal statements or behaviors, or personal expressions of mental instability;
- Unexplained and excessive tiredness or hyperactivity;
- Diagnosis of a life-threatening eating disorder;
- Inappropriate use of alcohol, medications or other drugs, including symptoms of illegal drug use;
- Memory loss;
- Impatience or impulsiveness, especially with a loss of temper;
- Unexplained and/or excessive lateness or absenteeism, and;
- Physical injury or illness that creates a reasonable concern that an employee is unable to safely perform the essential functions of their position.

When making this determination, the Superintendent also has the discretion to consider:

- The extent to which a period of rehabilitation has been satisfactorily completed;
- The validity of the report of the employee's personal medical practitioner, and;
- The extent to which the employee's medical practitioner has taken into consideration the demands of the workplace.

If the results of the examination show that the employee qualifies for a reasonable accommodation, the employee will be afforded all of their rights in accordance with the Americans with Disabilities Act and General Laws 151B.

In the event of a dispute regarding the interpretation and/or application of this Agreement, the grievant and the LEA may submit its claim(s) to arbitration but there will be no entitlement to arbitration if the matter is also pursued in other fora.

ARTICLE 20: MEETING FORMAT

Every faculty meeting, every department meeting, and any other meeting that is called for the purpose of determining the opinion of an identifiable body of professional staff will have:

1. An agenda posted prior to the day of the meeting;
2. Minutes kept by a person other than the administrator (or their designee) running the meeting;
3. Approval of minutes from prior meetings of this body approved as the first order of business at the next meeting;
4. All decisions or opinions attributed to that body will result from a seconded motion that is voted on by the body. All absentees will be given the opportunity to register their vote on the matter(s) within a reasonable time frame, but prior to the next meeting of that body of teachers.

ARTICLE 21: LEA RIGHTS

A. The LEA shall have the right to use in-school mailboxes.
B. The School Committee shall provide the LEA with the names and addresses of all new professional staff members prior to the opening of school and a complete listing of all professional staff members employed in the system by the end of October of each school year.
C. The LEA shall be provided with requested financial and other records which are necessary for conducting negotiations. If negotiations are scheduled during school hours, the LEA bargaining team shall have time off, with pay, for negotiations.
D. On the days just prior to the opening of the student school year in September, the LEA shall be given an opportunity to meet with all members to discuss LEA activities.
E. The School Committee shall furnish the LEA President with an agenda and minutes of its meetings except for agendas and minutes of its meetings held in executive session and kept confidential in accordance with laws governing meetings of the School Committee.
F. The past practice regarding the LEA's right to make public announcements and to use the school facilities shall continue.
    a. There will be bulletin board space in each professional staff room in each school building for the exclusive use of the professional staff.
    b. No professional staff member will be prevented from wearing pins or other identification of membership in the Association.
    c. LEA communications will not be placed in professional staff members' files.
G. The LEA shall be provided with appropriate office/storage space within the school system and connection to the school system's network.
H. Annually, the LEA President shall be entitled to a leave of absence up to 100% which shall be determined by the President after consulting with the Superintendent. This may be based upon their assignment proportions. (Example: 25% for one middle school class or 50% for 2 high school English classes). During this leave the President shall continue to receive full salary and benefits. The LEA shall reimburse the School Committee for the cost of the leave at the Master’s - Step 5 rate of the year of the leave. At the conclusion of their term(s), the President shall return to the same position they occupied just prior to becoming president.

ARTICLE 22: PROFESSIONAL STAFF MEMBERS' FACILITIES

A. Professional staff members are guaranteed a safe, healthful workplace and an environment conducive to the teaching-learning process. Situations incompatible with the above which come to the attention of the principal (or other designated administrator) shall promptly be investigated and, if necessary, remediated as soon as possible.

B. Professional staff members in all schools shall have the right to the private use of a school telephone. The School Committee will make every effort to secure an adequate number of private telephones (1 telephone/10 professional staff members) to be used by professional staff members for conducting school business.
C. Keys may, at the discretion of the principal, be made available to professional staff to gain access to school facilities to carry out their professional responsibilities at times when custodial and/or administrative staff may be on duty. It is agreed that duplicate keys will not be made, and professional staff who have keys will be responsible for securing the facility as they leave and for returning the key to the principal.

ARTICLE 23: SALARY DETERMINATION AND PROVISIONS

A. For school years 2023-2024, 2024-2025, and 2025-2026:
    a. Effective for the 2023-2024 school year - (Year 1 of 3-Year Agreement)
        - 2.5% COLA on the salary schedule and stipends
        - Add/Drop, making LPS salary grid more competitive
            1. Add a Step
                a. Create a Step 11(a), which will be 60% of the difference between the current Step 11 and Step 12. This will become the new Step 11 in the new FY24 salary grid.
                b. Market adjustment to current Step 12, adding 2.5% (becomes new Step 12)
            2. Drop Step 1, making base pay higher.
            3. Current members who were on steps 1-10 in FY23 will remain on their current step and be placed on the new salary schedule for FY24.
            4. Current members who were on step 11 will move to the new step 12 in FY 24.
        - Create a Masters +60 - The Parties agree to create a new M+60 lane.
            1. Members who have achieved M+45 Step 12 and have sufficient credits will be eligible to be placed on the M+60 Step 12.
        - Calculation of Masters' Credits
            1. For purposes of lane placement in the masters degree column, a masters degree is anything up to 45 credits.
            2. Any staff whose masters program required more than 45 credits for the initial masters degree will be able to use the credits beyond 45 credits for lane advancement.
        - New hires will not be placed higher on the pay scale than existing employees with comparable experience.
        - Home Hospital Tutors - will be paid in accordance with the rate in Article XXIII(Q).
    b. Effective for the 2024-2025 school year - (Year 2 of 3-Year Agreement)
        - 2.5% COLA on the salary schedule and stipends
        - Calculation of Masters' Credits
            1. For purposes of lane placement in the masters degree column, a masters degree is anything up to 45 credits.
            2. Any staff whose masters program required more than 45 credits for the initial masters degree will be able to use the credits beyond 45 credits for lane advancement.
    c. Effective for the 2025-2026 school year - (Year 3 of 3-Year Agreement)
        - 2.75% COLA on the salary schedule and stipends
        - Calculation of Masters' Credits
            1. For purposes of lane placement in the masters degree column, a masters degree is anything up to 45 credits.
            2. Any staff whose masters program required more than 45 credits for the initial masters degree will be able to use the credits beyond 45 credits for lane advancement.
B. Should the school committee implement an elementary world language program, the cost of the existing salary table will be increased by one-percent (1%) on the first day of the school year when the

elementary world language program is implemented notwithstanding the parties reaching an agreement settlement on a successor contract.

C. In those negotiations, the negotiated standards by which compensation packages are evaluated will apply: the total compensation figure at the minimum and maximum of the Bachelors, Masters, and Masters +30 columns will be at or greater than the median when compared to ten similar communities located east of Route 495.

   Total compensation is defined as the sum of the following: (1) the salary figure at the points described above, (2) the longevity figure, if any, at 30 years in the system, and (3) the added value, if any, of the health care benefit over the statutory minimum of 50%.

   The ten communities were determined by a comparative analysis of the following legitimate criteria: (1) the percentage of students going on to four year colleges, (2) standardized test scores, (3) class size, (4) average per pupil expenditure, and (5) the salary maximums and minimums on the Bachelors, Masters, and Masters +30 salary columns.

   1. Acton - Acton/Boxborough (blended)
   2. Belmont
   3. Brookline
   4. Concord - Concord/Carlisle (blended)
   5. Newton
   6. Sudbury - Lincoln/Sudbury (blended)
   7. Wellesley
   8. Weston
   9. Westwood
   10. Winchester

D. Placement for new hires will be credited at full experience for pre-professional status staff.

E. Credit for movement from one column to another must have prior written approval of the system. Salary increments and/or increases will be granted only upon the specific recommendations of the building Principals and the approval of the Superintendent.

   a. Professional staff members must provide the Assistant Superintendent for Personnel and Staff Support Office with appropriate evidence of successful completion of the 15 credits needed to move to the next salary column no later than January 20 for a winter lane change or August 19 for a fall lane change. Once the evidence of completion has been received by the Assistant Superintendent for Personnel and Staff Support, fall changes will be made effective the first paycheck of the academic year; winter changes will be made effective the twelfth paycheck for employees paid in a 22 pay cycle, 14th paycheck for employees paid in the 26 pay cycle. If these two days fall on a weekend or holiday, the due date is on the next regular business day.

   b. In-service credits are awarded by the Lexington Public Schools for completion of approved professional development activities. In-service credits count toward movement from one salary column to the next. No more than six (6) of the fifteen (15) credits required for such movement can be in-service credits. Inservice credits in excess of the six (6) allowed between salary columns can be applied to future column movements. E.g., a professional staff member on the M+15 column, who earns nine (9) in-service credits, can apply six (6) of those credits for movement to the M+30 column and three (3) for future movement to the M+45 column. The instructor of a Lexington in-service course earns the same in-service credit as the participants, but only for the first time the course is offered by that instructor. All professional development activities offered for a particular number of in-service credits will be clearly designated as such when listed in any publication for the professional staff. Notification of acceptance into an in-service activity is the equivalent of the “prior approval” requirement of this Article. Upon successful completion of an in-service offering, the in-service credits will be automatically applied to a professional staff member’s record. It is, however, the professional staff member’s responsibility to confirm that the credits have been applied.

F. Staff members leaving or entering the employ of the Lexington Public Schools at any time during the school year shall be paid at the rate of 1/184th of their annual salary for each work day for which they are entitled to pay. A staff member under contract to the Lexington Public Schools who finds that they may not work the full year, shall immediately notify the Superintendent in writing, giving such details as the Superintendent may require.

G. The K-5 Science and Social Studies Coordinators school year will be 196 days. K-5 Science and Social Studies Coordinators will receive a salary equal to their base salary on the teacher’s salary schedule plus an additional 12% of that base salary. The formula for the calculation of the K-5 Science and Social Studies Coordinators’ per diem amount is 1/196 of the base salary. K-5 Science

and Social Studies Coordinators' who work the 184-day school year, plus twelve (12) additional days for a total of 196 days, will not work any part of the additional twelve (12) days until on or after July 1st of each year. K-5 Science and Social Studies Coordinators will not receive compensation for any work performed beyond a Coordinators' 196-day work year unless the Coordinator receives prior written authorization from the Coordinator's immediate supervisor.

H. The School Committee recognizes the importance of the valuable contribution that nurses make to the school system. Should the fiscal conditions permit, the School Committee intends to provide nurse staffing consistent with state recommendations. Nurses employed by the Lexington Public Schools shall be certified or eligible for certification according to the standards set by the Massachusetts Department of Elementary and Secondary Education.

I. Staff covered under this agreement shall have the option of choosing twenty-two (22) or twenty-six (26) pays. The twenty-six pay includes a balloon payment (21 equal bi-weekly payments plus one lump sum payment).

J. The first check will be paid by mid-September, the second check issued no later than October 1. Thereafter, wages will be paid every two weeks. It is understood that, if necessary, the final two (2) weeks payment for the last period in June may be held temporarily to make adjustments for any late term absence. When a holiday falls on a payday, payment shall be made on the day preceding. When a pay day occurs on a holiday, payment shall be made on the closest workday before or after. All professional staff members covered under this agreement shall participate in direct deposit of paychecks. Professional staff members employed in programs funded by the Town of Lexington such as workshops, etc., shall be paid every two (2) weeks for time worked during the actual work/pay period. Time worked is determined by an approved work schedule or time-sheet submitted depending on the requirements of the position.

K. Any professional staff member whose assignment requires travel to more than one building shall be reimbursed for such travel at IRS rate. This reimbursement will be equal to the IRS figure as determined for each calendar year. Travel outside of Lexington will be reimbursed at the Lexington Town Employee rate.

L. Members of the bargaining unit shall receive longevity payment as follows (a professional staff member hired prior to February 1 shall be given credit for the full year):

- Beginning at year 10: $800
- Beginning at year 15: $900
- Beginning at year 20: $1000
- Beginning at year 25: $1100
- Beginning at year 30: $2600

a. Professional staff members with fifteen completed years of service in Lexington may elect longevity payment of $3,300 per year for three consecutive years that follow acceptance under this provision. Longevity payments specified above and any sick leave buy back specified in Article 17 Section F will cease upon acceptance under this portion of Article 23. Bargaining unit members will be entitled to the entire sum of $9,900 regardless of date of termination. Payment will continue until the remaining credit is exhausted if an entitled unit member is terminated.

b. Application is required and immediate placement is not assured, since the system retains the right to set budget limits; however, the system will accept no fewer than 25 applicants. Members electing but not immediately placed under the provisions of paragraph 1 above will be carried forward to the next school year and placed at the top of the list.

c. In the event that an abnormally high number of members elect this option in a specific year, the following sequence of events will take place:

i. A request will go to all members who have elected this option seeking members willing to delay the start of this option to the next school year. Members will have five (5) school days to respond to this request.

ii. If a budgetary problem still exists after voluntary delays are sought, members electing this option will start in order of seniority, with the most senior being placed first and the remainder starting in the next school year.

iii. No bargaining unit member will be denied immediate placement on the optional longevity schedule specified in paragraph 1 above for any reason other than specified in paragraph 3, sections a and b.

d. The LEA and LSC will annually review this Article prior to March 1st to increase, decrease, or leave unchanged the longevity payment of $3,300. Consensus is required for a change to become effective.

M. Bilingualism/Biliteracy Stipend - Active employees and new employees who are certified or deemed to be bilingual/biliterate via an employer-approved certification process and/or test shall receive an annual stipend of $500. The expectation is that employees who receive this stipend will support building-based and district-wide ad-hoc and urgent multilingual communication needs.

N. Annually, the LEA President, the Chair of the LSC, and the Superintendent will sign a Memorandum of Agreement which lists the names and dollar amounts of any Extra-Duty Stipends which were paid to professional staff members during the school year but which were not previously listed on the Extra-Duty Stipend page of the contract

O. Extra-Duty Stipends: The creation of new, stipended activities is subject to the availability of funds. Annually by March 1, the School Committee will determine in consultation with the LEA whether any funds will be available for this purpose. If funds will be made available, the following process will apply:
    a. Proposals for new extra-duty positions will be submitted simultaneously to the appropriate Principal, and to the Extra-Duty Stipend Committee which is comprised of the Assistant Superintendent for Personnel and Staff Support, the LEA President, another administrator, and another LEA member. The proposal must be a detailed plan of the activity, which includes a rationale (how the activity will benefit Lexington students and how it complements curricula) and a completed Stipend Data Sheet (as found in the LEA/LSC Contract, Appendix C.
    b. Upon the approval of the principal, the EDS Committee will review proposals and make recommendations to the Superintendent, who will make the final decisions and report to the School Committee by May 30. No more than four (4) new activities will be approved for the following school year. In its deliberations for the 3 school years following this agreement, the EDS Committee must give additional weight to proposals from the elementary schools in order to address the elementary/secondary extra-duty stipend imbalance.
    c. In its first year, a newly created and approved extra-duty activity will be assigned a $442 stipend. The activity leader must comply with all aspects of the Extra-Duty Stipend Accountability System as found in the LEA/LSC Contract, Appendix C.
    d. In order to continue for a second year, the activity must go through the same approval process as outlined for year 1. The stipend for the second year may be increased up to $830 upon the recommendation of the committee and approval of the superintendent.
    e. Prior to June 1 of the second year, the appropriate Principal and the Superintendent will decide to either terminate or continue the activity. If the decision is to continue, the LEA and the School Committee must agree upon the final stipend amount for the activity, which will then be added to the Extra-Duty Stipend list in the LEA/LSC Contract.
    f. The EDS Committee will also serve as an advisory committee to the superintendent with regard to the cessation of a stipended activity. The Committee will develop criteria for making such recommendations.

P. Extra-Duty Stipend Accountability System
An Annual Report must be submitted by the recipient of any stipend listed on the Extra Duty Stipend page of the LEA/LSC Contract. This Annual Report must:
    a. Be submitted to the principal within 2 weeks after the conclusion of the stipended activity. The principal will forward the Annual Report to the Assistant Superintendent for Personnel and Staff Support within 2 weeks of receipt. An annual summary of these Annual Reports will be presented to the Superintendent by the Assistant Superintendent for Personnel and Staff Support by August 1.
    b. Include the Stipend Data Sheet (see Appendix B).
    c. Include a one-page self-assessment, which references the data obtained from the required, written student feedback forms.
    d. Failure to seek student feedback or to complete the Annual Report makes the stipend recipient ineligible for that activity in the following year.

Q. Effective July 1, 2019, professional staff members will be compensated at the rate of $52 per hour, up to $260 per day (for a five-hour day) for the required work projects beyond the normal contract work hours.
    a. Home hospital tutors will be compensated at $52/hour

ARTICLE 24: TUITION REIMBURSEMENT

The School Committee agrees to fund an annual tuition reimbursement account in the amount of $100,000 per year. All courses taken for tuition reimbursement must be pre-approved by the Assistant Superintendent of Personnel and Staff Support. Tuition reimbursement is contingent upon an educator clearly articulating in writing how the successful completion of the requested course will lead to improved student learning outcomes with their students as outlined in the DESE Model Rubrics – Standard I (Curriculum, Planning and Assessment) and/or Standard II (Teaching all Students), and in addition, may include how the course will improve the educator's professional practice. Upon the successful completion of a district-approved course, the educator will receive a tuition reimbursement in the amount of up to $1,000. Application and reimbursement approval procedures will ensure that funds are distributed equitably and are available throughout the fiscal year. Successful completion of a course shall mean the satisfactory completion of a course with a grade of "B" or better from an accredited educational institution, or a passing grade, if an alpha/numeric grade is not available.

ARTICLE 25: BENEFITS: INSURANCE, ANNUITIES, EMPLOYEE ASSISTANCE PLAN

A. The School committee will pay the maximum percentage permitted by the Town Meeting Enactment of the cost of the following types of insurance coverage:
   a. Fifty percent (50%) of the premium for a $5,000 term life insurance plan of the type presently available to the professional staff.
   b. Health and dental insurance as negotiated by the coalition of town employee unions under Chapter 32 B, section 19 of the Massachusetts General Laws.
   c. Any other insurance plan, which the town may provide for professional staff members, retired professional staff members and all personnel covered by this contract.
B. Professional staff members may elect to participate in an optional insurance program pursuant to the General Laws, Chapter 32B, Section 11A. In accordance with present practice and procedures, professional staff members will be eligible to participate in a "Tax Sheltered" Annuity Plan established pursuant to United States Public Law No. 87-370. Professional staff members who elect to participate in the annuity program must submit their requests on appropriate forms provided by the insurance company. Completed forms must be received in the School Department Payroll Office not later than the fifth day of any month or the previous work day if the fifth day is a Saturday, Sunday or holiday. Such requests will become effective on the second payroll of that month. Effective January 1, 1988 payroll deductions for tax sheltered annuities shall be in equal amounts each paycheck.
C. Staff members leaving the system at the completion of the school year shall be covered by applicable health and dental insurance until and including September 30 of that year.
D. As of September 1, 2001, the School Committee will provide an Employee Assistance Plan (EAP) for professional staff.
E. The LEA and the LSC agree that school nurses will be reimbursed for payment of their annual premium for professional liability insurance by the Town of Lexington in an amount not to exceed one-hundred ($100) per policy year. Should the annual premium for professional liability insurance exceed the amount of one-hundred ($100) in any policy year, the parties agree to meet to review the terms of this agreement.

ARTICLE 26: DUES DEDUCTIONS

A. The School Committee agrees to deduct from the salaries of its professional staff members' dues for the Lexington Education Association, Massachusetts Teachers Association, and the National Education Association as said professional staff members individually and voluntarily authorize the School Committee to deduct, and to transmit the monies promptly to such Association or Associations. Professional staff member authorizations will be in writing.
B. Each of the Associations named in Section A above will certify to the School Committee in writing the current rate of its membership dues. Any Association which will change the rate of its membership

dues will give the School Committee thirty (30) days written notice prior to the effective date of such change.

C. The Association shall indemnify and save the School Committee, and/or Town harmless against all claims, demands, suits, or other forms of liability, which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this Article.
D. Members of the bargaining unit may participate through dues deduction in the Lexington Town Employees' Credit Union and/or MTA Credit Union.

ARTICLE 27: PROTECTION

A. Professional staff members will immediately but in no event later than twenty-four (24) hours report all cases of assault suffered by them in connection with their employment to the Superintendent in writing. This report will be forwarded to the School Committee which will comply with any reasonable written request from the professional staff member for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the professional staff member, the police, and the courts.
B. Professional staff members may receive benefits under the Workers' Compensation Law only if they "received a personal injury arising out of and in the course of their employment". (Chapter 152, Section 26 of General Law). The professional staff member receives weekly benefits only if the personal injury results in a disability which incapacitates them from performing their full work.
C. No compensation is paid for any injury which does not incapacitate the professional staff member from earning full wages for a period of at least five (5) days. However, if the incapacity extends for a period of six (6) days or more, compensation is paid from the date of injury. (Chapter 152, Section 29, as amended by Chapter 578 of the Acts of 1966). They may receive sick leave payments to the extent that their weekly sick leave payments, when added to their Workers' Compensation benefits, do not exceed their full weekly salary or wages. (Chapter 152, Section 69)
D. Upon return to employment, the professional staff member having met the requirements of the Workers' Compensation Law, will have all rights and privileges restored to them including any unused sick leave accumulated by them prior to aforesaid injury.
E. The School Committee shall provide the present professional liability insurance as provided under Chapter 41, Section 100C or its equivalent for all personnel covered by this Agreement.

ARTICLE 28: SCHOOL COMMITTEE RIGHTS

Except where specifically abridged by this Agreement, the School Committee and the Superintendent reserve and retain full rights, authority, and discretion in the proper discharge of their duties and responsibilities to control, supervise, and manage the Lexington Public Schools and their professional staff under governing law, ordinance, rules and regulations.

ARTICLE 29: EVALUATION AND SUPERVISION

1. **Purpose of Educator Evaluation**
    a. This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq. and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.
    b. The regulatory purposes of evaluation are:
        i. To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
        ii. To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
        iii. To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
        iv. To assure effective teaching and administrative leadership, 35.01(3).

2. **Definitions (* indicates definition is generally based on 603 CMR 35.02)**
    a. *Artifacts of Professional Practice: Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
    b. Caseload Educator: Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
    c. Classroom teacher: Educators who teach PK-12 whole classes, and teachers of special subjects such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
    d. Categories of Evidence: Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
    e. *District-determined Measures: Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios; approved, commercial assessments; district-developed pre- and post-unit, and course assessments; and capstone projects.
    f. *Educator(s): Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
    g. *Educator Plan: The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
        i. Developing Educator Plan shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
        ii. Self-Directed Growth Plan shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
            1. For Educators whose impact on student learning is either moderate or high, the Educator Plan shall be two years. 35.06(7)
            2. For Educators whose impact on student learning is low, the Educator Plan shall be for one year. The Plan shall include a goal related to examining elements of practice that may be contributing to low impact. 35.02(a)(2)
        iii. **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs

improvement. There shall be a summative evaluation at the end of the period determined by the plan and if the educator does not receive a proficient rating they shall either continue for another year on a Directed Growth Plan or be placed on an Improvement Plan based on the discretion of the Evaluator and the rating received.

iv. **Improvement Plan** shall mean a plan developed by the Evaluator of at least one-half (1/2) school year and no more than one (1) school year for Educators with PTS who are rated Unsatisfactory with goals specific to improving the Educator's Unsatisfactory performance.

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

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

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

   i. **Primary Evaluator:** This person shall be the person who determines the Educator's performance ratings and evaluation. The Primary Evaluator is the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, and evaluating the Educator's progress toward attaining the Educator Plan goals.

   ii. **Contributing Evaluator -** This person may conduct one (1) or more observations for Educators. In certain circumstances, a Contributing Evaluator may be called upon as a resource during the evaluation process.

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

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

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

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

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

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

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

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

r. **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance. *Observation: A data gathering process during a teacher's professional responsibilities that includes notes and judgments made during one or more classroom or worksite visits(s) of at least ten minutes by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video (with the Educator's permission). Video observations will be done

openly and with knowledge of the Educator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.

s. **Parties:** The parties to this agreement are the Lexington School Committee and the Lexington Education Association.

t. ***Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:
   i. **Exemplary:** The Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
   ii. **Proficient:** The Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
   iii. **Needs Improvement:** The Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
   iv. **Unsatisfactory:** The Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.

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

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

w. **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement.
   Rating of Overall Educator Performance: The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
   i. Standard 1: Curriculum, Planning and Assessment
   ii. Standard 2: Teaching All Students
   iii. Standard 3: Family and Community Engagement
   iv. Standard 4: Professional Culture
   v. Attainment of Professional Practice Goal(s)
   vi. Attainment of Student Learning Goal(s)

x. ***Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
   i. Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
   ii. Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
   iii. Elements: Defines the individual components under each indicator
   iv. Descriptors: Describes practice at four levels of performance for each element

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

z. ***Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
aa. ***Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.
bb. ***Trends in student learning:** At least three years of data from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

3. **Evidence Used In Evaluation** The following categories of evidence shall be used in evaluating each Educator:
    a. Multiple measures of student learning, growth, and achievement, which shall include:
        i. Measures of student progress on classroom assessments that are aligned with the Common Core or other relevant frameworks and are comparable within grades or subjects in a school;
        ii. At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) (or PARCC) or ACCESS scores, if applicable, in which case at least three years of data is required.
        iii. Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
        iv. For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement are set by the district. The measures set by the district should be based on the Educator's role and responsibility.
    b. Judgments based on observations and artifacts of practice including:
        i. Unannounced observations of practice of at least ten (10) minutes.
        ii. Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Directed Growth Plans, Improvement Plans, and as determined by the Evaluator.
        iii. Examination of Educator work products.
        iv. Examination of student work samples.
    c. Evidence relevant to one or more Performance Standards, including but not limited to:
        i. Evidence compiled and presented by the Educator, including:
            1. Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
            2. Evidence of active outreach to and engagement with families;
    d. Evidence of progress towards professional practice goal(s); Evidence of progress toward student learning outcomes/goal(s), Student and Staff Feedback – (Not currently applicable); and any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant documented evidence could include information provided by other administrators.
    e. Educators will be responsible for uploading a minimum of six (6) artifacts per school year (and evaluation/school year for those on a two-year self-directed growth plan) as follows:
        i. A minimum of one artifact as supporting evidence of the Educator's progress toward their student learning goal;
        ii. A minimum of one artifact as supporting evidence of the Educator's progress toward their professional practice goal, and;
        iii. A minimum of one artifact for each of the four standards as supporting evidence of the Educator's progress toward each of the four evaluation standards,
4. **Rubric:** A scoring tool used for the Educator's self-assessment, the formative assessment, the

formative evaluation and the summative evaluation. The rubrics used by the Lexington Public Schools can be found in the appropriate Appendix of this Agreement.

5. **Evaluation Cycle: Training**
    a. Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by DESE.
6. **Evaluation Cycle: Annual Orientation**
    a. At the start of each school year, the superintendent, principal or designee shall conduct a meeting for newly hired Lexington Public School Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall
        i. Provide an overview of the evaluation process, including goal setting and the educator plans.
        ii. Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
        iii. The faculty training may be recorded to facilitate orientation of Educators hired after the beginning of the school year and will be made available to all staff upon request.
7. **Evaluation Cycle: Timelines (See Appendix A)**
8. **Evaluation Cycle: Self-Assessment**
    a. Completing the Self-Assessment
        i. The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator, a self-assessment based on timelines outlined in Appendix A or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th the start of their employment at the school. The Self Assessment is considered a piece of evidence.
        ii. The self-assessment includes:
            1. An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
            2. An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
            3. Proposed goals to pursue:
                a. At least one goal directly related to improving the Educator's own professional practice.
                b. At least one goal directed related to improving student learning.
    b. Proposing the goals
        i. Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Educators may choose a district-determined measure as a goal. Evaluators may participate in such meetings.
        ii. For Educators in their first year of practice, the Evaluator or their designee will meet with each Educator according to the timeline outlined in Appendix A or within four weeks of the Educator's first day of employment, if the Educator begins employment after September 15th to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
        iii. Unless the Evaluator indicates that an Educator in their second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.
        iv. For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills. Goals are set in the fall of year one for the entire two year span of the plan although goals may be reviewed in the fall of year two, if needed.
        v. For Educators with PTS and ratings of needs improvement or unsatisfactory, the

professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

9. **Evaluation Cycle: Goal Setting and Development of the Educator Plan**
    a. Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have similar roles and/or responsibilities.
    b. To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator.
    c. Educator Plan Development Meetings shall be conducted as follows:
        i. Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 24 of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
        ii. For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 1 or within six weeks of the start of their assignment in that school
        iii. The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory by October 15 to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
    d. All educators formally submit their educator goals and plans by November 1st. The Evaluator shall sign the Educator Plan no later than November 24 and may include a written response. The Educator's signature indicates that the Educator received the evaluator's response. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.
10. **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS**
    a. In the first three years of practice in Lexington:
        i. The Educator shall have at least one announced observation each school year.
        ii. The Educator shall have at least four unannounced observations each school year.
            1. The goal is that at least two unannounced observations and associated feedback shall be completed by the last school day in January.
            2. The goal is that at least two additional unannounced observations and associated feedback shall be completed between the last school day in January and May 1.
            3. The Superintendent or their designee, in conjunction with the LEA, will monitor compliance with this paragraph.
11. **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS**
    a. The Educator whose overall rating is proficient or exemplary must have at least four unannounced observations during the two year cycle during the school year (one in the fall and one in the spring of each year). Educators 0.5 FTE or less, should have two observations over the course of a two year cycle.
        i. The Superintendent or their designee, in conjunction with the LEA, will monitor compliance with this paragraph.
    b. The Educator whose overall rating is "Needs Improvement" must be observed according to the Directed Growth Plan during the period of Plan, which must include at least four unannounced observations and one announced observation.
    c. The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observations. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and

four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

d. An additional observation is required prior to moving a teacher to another plan.

12. **Observations** For educators with PTS whose overall rating is proficient, at least 2 unannounced observations and associated feedback shall be completed by the last day of school in year one of a two-year plan (fall and spring) and 2 more unannounced observations in year two of a two-year plan (fall and spring). An educator employed in a 0.5 or less FTE position shall have at least two unannounced observations during the two-year evaluation cycle. The Evaluator may conduct additional observations. The Evaluator is not required nor expected to review all the indicators in a rubric during an observation.
    a. Unannounced Observations
        i. Unannounced observations may be in the form of full-period classroom visitations or partial visits lasting at least ten minutes. This excludes Instructional Rounds, Walkthroughs, Learning Walks, or any other similar group activities. Educators will be provided advance notice if these excluded visits have three or more participants visiting classrooms.
        ii. The Educator will be provided with written feedback from the Evaluator within five school days of the observation. The written feedback shall be delivered to the Educator in person, by email, sent electronically, placed in the Educator's mailbox, or mailed to the Educator's home. In addition, Educators on a Directed Growth or Improvement Plan will be provided with the opportunity to meet with the Evaluator after the observation.
    b. Announced Observations
        i. All non-PTS Educators, PTS Educators on Improvement Plans and Directed Growth Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.
            1. The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
            2. Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator may meet for a pre-observation conference. However, Educators on a Directed Growth or Improvement Plan will automatically be provided with the opportunity to meet with the Evaluator after the observation. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess.
                a. The Educator shall provide the Evaluator, if requested, a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
                b. The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
            3. The Evaluator shall provide the Educator with written feedback within 5 school days of the observation.
            4. Either the evaluator or the educator may request a post conference. This post conference meeting will take place as soon as reasonably practical.

13. **Evaluation Cycle: Formative Assessment**
    a. A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
    b. Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. For an Educator on a

two-year Self Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 14, below.

c. The Formative Assessment report provides written feedback and ratings to the Educator about their progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both.
d. The Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
e. Upon the request of either the Evaluator or the Educator, a meeting may be scheduled to discuss the formative assessment before the Evaluator has completed writing the assessment report. The Educator and Evaluator shall meet within ten days of the request. However, Educators on Directed Growth Plans or Improvement Plans will automatically be offered the opportunity to meet with their Evaluator.
f. The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered in person, or sent electronically, by email, or to the Educator's school mailbox or home.
g. The Educator may reply in writing to the Formative Assessment report within ten school days of receiving the report.
h. The Educator shall sign the Formative Assessment report within five school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
i. As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
j. If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

14. **Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only**

a. Educators on two-year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two-year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance, in which case, the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
b. The Formative Evaluation report provides written feedback and ratings to the Educator about their progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
c. In order to evaluate Educator progress, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards. The Evaluator shall provide the Educator with at least two weeks' notice of the need to provide this evidence. Six (6) pieces of evidence in each of the two years shall be submitted. A self-assessment at the start of year one is considered a piece of evidence.
d. The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered in-person, or sent electronically, by email, or to the Educator's school mailbox or home.
e. Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator may meet before the Formative Evaluation Report.
f. The Educator may reply in writing to the Formative Evaluation report within five school days of receiving the report.
g. The Educator shall sign the Formative Evaluation report within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
h. As a result of the Formative Evaluation report, the Evaluator may change the activities in the

Educator Plan.

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

15. **Evaluation Cycle: Summative Evaluation**
    a. The evaluation cycle concludes with a summative evaluation report. For Educators on a one-year Educator Plan, the summative report must be written and provided to the educator by May 15th. For educators on a two-year plan, the summative report must be written and provided to the educator by June 1.
    b. The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
    c. The professional judgment of the primary Evaluator shall determine the overall summative rating that the Educator receives.
    d. For an Educator whose overall performance rating is exemplary or proficient on Standards 1 and 2, the educator is deemed to have met moderate or high student impact ratings.
        i. Common measures and how the student impact will be rated will be determined by Professional Learning Communities (PLCs), subject to the approval of the supervisor.
        ii. District determined measures (DDMs) will never be used as the sole criterion to determine an educator's overall performance rating.
    e. The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS or PARCC Growth scores shall not be the sole basis for a summative evaluation rating.
    f. To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
    g. The Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards, according to the timelines outlined in Appendix A.
    h. The Summative Evaluation report should recognize areas of strength, as well as identify recommendations for professional growth.
    i. The Evaluator shall deliver a signed copy of the Summative Evaluation report to educators on a one year plan no later than May 15th. For those educators on a two-year plan, the evaluator shall deliver a signed copy of the summative evaluation report to the educator no later than June 1. This report can be delivered in-person, sent electronically, emailed to the Educator's school mailbox or home.
    j. The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
    k. The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. This meeting will occur by June 10.
    l. Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
    m. The Educator shall sign the final Summative Evaluation report by June 10th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
    n. The Educator shall have the right to respond in writing to the summative evaluation, which shall become part of the final Summative Evaluation report.
    o. A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

16. **Evaluation Cycle for Formative or Summative Evaluation of PTS staff at risk of receiving a Needs Improvement or Unsatisfactory rating.**
    a. Reasonable effort will be made to inform educators with PTS who are at risk of receiving an overall rating of Needs Improvement or Unsatisfactory, in writing, by the time of the

formative assessment or by February 15 of year two of the evaluation cycle. A copy of this letter shall be sent to the respective Central Office Administrator, the Office of Human Resources, and the Association President.

b. Both parties agree to create a joint labor-management committee, made up of an equal number of union and administration members, to research best practices on how to assist struggling educators and make recommendations to the Superintendent and the Association. Once the recommendations are made, the parties agree to re-open this section of the collective bargaining Agreement to negotiate the language going forward.

17. **Educator Plans – General**
    a. Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
    b. The Educator Plan shall include, but is not limited to:
        i. At least one goal related to improvement of practice tied to one or more Performance Standards;
        ii. At least one goal for the improvement of learning, growth and achievement of the students under the Educator's responsibility;
        iii. An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.
    c. It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.
18. **Educator Plans: Developing Educator Plan**
    a. The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments.
    b. The Educator shall be evaluated at least annually.
19. **Educator Plans: Self-Directed Growth Plan**
    a. A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and whose impact on student learning after the 2017-2018 academic year, is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year two.
20. **Educator Plans: Directed Growth Plan**
    a. A Directed Growth Plan is for those Educators with PTS whose overall rating is Needs Improvement.
    b. An Educator on a Directed Growth Plan shall be assigned an Evaluator who is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Directed Growth Plan. This Evaluator may be the Primary Evaluator, or another assigned Evaluator.
    c. The Directed Growth Plan, written by the Evaluator, shall:
        i. Delineate the goals in the plan that address the areas identified as needing improvement;
        ii. Describe the activities and work products the Educator must complete as a means of improving performance;
        iii. Describe the assistance that the district will make available to the Educator;
        iv. Articulate the measurable outcomes that will be accepted as evidence of improvement;
        v. Detail the timeline for completion of each component of the Plan, including, at a minimum, a mid-cycle Formative assessment report of the relevant standard(s) and indicator(s);
        vi. Identify the individuals assigned to assist the Educator which must include, minimally, the Primary Evaluator;
        vii. Include the signatures of the Educator and Primary Evaluator.

d. A copy of the signed Directed Growth Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Directed Growth Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
e. The Evaluator shall complete a Summative Evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than the first Friday in June.
f. For an Educator on a Directed Growth Plan whose overall performance rating is at least Proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
g. For an Educator on a Directed Growth Plan whose overall performance rating is not at least Proficient, the Evaluator will rate the Educator as Unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle or continue the Educator on a Directed Growth Plan.

21. **Educator Plans: Improvement Plan**
    a. An Improvement Plan is for those Educators with PTS whose overall rating is Unsatisfactory.
    b. The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as Unsatisfactory on an Improvement Plan of no fewer than 90 school days and no more than one school year.
    c. Within ten (10) school days after the decision to place an Educator on an Improvement Plan, the Educator, Evaluator and a Representative of the Association will meet to discuss the development of an Improvement Plan.
    d. The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve, and the assistance to be provided to the Educator by the district.
    e. **The Improvement Plan shall:**
        i. Define the improvement goals directly related to the Performance Standard(s) and/or student learning outcomes that must be improved;
        ii. Describe the activities and work products the Educator must complete as a means of improving performance;
        iii. Describe the assistance that the district will make available to the Educator;
        iv. Articulate the measurable outcomes that will be accepted as evidence of improvement;
        v. Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle Formative assessment report of the relevant standard(s) and indicator(s);
        vi. Identify the individuals assigned to assist the Educator which must include minimally the Primary Evaluator;
        vii. Include the signatures of the Educator and Primary Evaluator.
    f. A copy of the signed Plan shall be provided to the Educator and the Association. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
    g. In the event that the Evaluator and Educator do not mutually agree on the Plan, it will be referred to the Superintendent or their designee. The Superintendent or their designee and the President of the Association or their designee shall meet within ten (10) school days to attempt to resolve the disagreement. In the event that they are unable to resolve the disagreement, the Superintendent or their designee shall resolve the disagreement, and their decision will be final
    h. The Evaluator must complete a Summative Evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
    i. Decision on the Educator's status at the conclusion of the Improvement Plan.
        i. All determinations below must be made no later than the first Friday in June. One of three decisions must be made at the conclusion of the Improvement Plan:
            1. If the Evaluator determines that the Educator has improved their practice to the level of proficiency, the Educator will be placed on a Self-Directed

Growth Plan.

2. In those cases where the Educator was placed on an Improvement Plan as a result of their Summative rating at the end of their Directed or Self-Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
3. In those cases where the Educator was placed on an Improvement Plan as a result of their Summative rating at the end of their Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the Superintendent that the Educator be dismissed.
4. If the Evaluator determines that the Educator's practice remains at the level of Unsatisfactory, the Evaluator shall recommend to the Superintendent that the Educator be dismissed.

22. **Career Advancement**
    a. In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the Superintendent by May 1. The principal's decision is subject to review and approval by the Superintendent.
    b. In order to qualify to apply for a promotional position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.
23. **Using Student feedback in Educator Evaluation** DESE will provide model contract language, direction and guidance on using student feedback in Educator Evaluation. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.
24. **Using Staff feedback in Educator Evaluation** ESE will provide model contract language, direction and guidance on using staff feedback in Administrator Evaluation. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.
25. **General Provisions**
    a. Only Educators who are licensed may serve as primary Evaluators of Educators.
    b. Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that they must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
    c. The superintendent shall ensure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
    d. Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the Superintendent. The Educator may request an Association representative to attend the meeting.
    e. Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall be issued if there was substantial compliance.
    f. Educators will be provided with at least three hours of time within the contractual work day each school year to work on evaluation related responsibilities.
    g. The LEA and the Lexington School Committee agree to only utilize the ratings of "Proficient", "Needs Improvement" and "Unsatisfactory".
    h. The parties agree to create a JLMAC consisting of members from the LEA and

Administration to review the Supervision and Evaluation contract language and shall make recommendations for any possible changes for the next successor agreement. Members of this JLMAC shall be appointed by the respective parties and work may commence this summer.

ARTICLE 30: VALIDITY AND DURATION

A. If any section of this Agreement is found to be invalid or illegal, the rest of the Agreement shall remain in full force and effect for the term of this contract.
B. The provisions of this Agreement will be in effect from September 1, 2022 through August 31, 2026, and shall be automatically renewed from year to year unless by August 31, 2023 or by October 1 in any succeeding year, either party notifies the other in writing of its desire to either modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties of this Agreement have caused these presents to be executed by their respective agents thereunto duty authorized as of the day and year first written above.

For the Lexington School Committee:

_____ _____

Sarah Cuthbertson, Chair Date

For the Lexington Education Association:

_____ _____

Sarah Avon Lewis, President Date

Appendix A

Evaluation & Supervision Timeline

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain the evaluation process.	September 17
Evaluator meets with educators new to the teaching profession to assist in self-assessment and goal setting process.	October 1
All Educators submit self-assessment to their evaluators (non-PTS and PTS). All Educators submit their proposed goals to the evaluator for review.	October 10
The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement.	October 15
Evaluator meets with Educators in teams or individually to discuss Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year).	October 24
All Educators formally submit their educator goals and plans.	November 1
Primary Evaluators sign Educator Goal Setting and Plan Forms	November 26
Non-PTS Educators submit documented evidence on the four standards and progress on goals.	January 16
Evaluators conduct a minimum of **one (1)** observation for all PTS and two (2) observations for all non-PTS educators.	Last school day in January
Evaluator completes Formative Assessment Reports for Educators on one-year Educator Plans (non-PTS).	February 11
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator (non-PTS) (optional PTS). Evaluator offers to hold a formative assessment meeting with anyone on a directed growth plan or an improvement plan *Reminder (see Article 29.16.A) Reasonable effort made to inform educators with PTS who are "at risk" of Needs Improvement or Unsatisfactory.	February 15*
Evaluators conduct **one (1)** additional observations for all PTS and two (2) for all non-PTS educators. The announced observation for non-PTS may occur at any point on the academic year.	May 1
PTS Educator submits documented evidence on the four standards and progress on goals.	May 1
Evaluator completes Summative Evaluation Report (non-PTS) and meets with all non-PTS Educators to discuss Summative Evaluations.	May 15
Educator signs Summative Evaluation Report for non-PTS staff.	May 22
Evaluator completes Formative or Summative Evaluation Reports for PTS Educators.	June 3
Evaluator meets with the educator rated needs improvement or unsatisfactory to discuss the summative evaluation	June 3
Evaluator meets with all PTS Educators, if requested, to discuss Formative or Summative Evaluation Reports.	June 10
PTS Educator signs their Formative or Summative Evaluation Reports and adds response, if any, within 5 school days of receipt.	June 10

Appendix B

DESE Rubrics

- Preface p.52
- Teacher Rubric At-A-Glance p.53
- Specialized Instructional Support Personnel (SISP) Rubric At-A-Glance p.54
- School-Level Administrator Rubric At-A-Glance p.55

PREFACE

The Department of Elementary and Secondary Education (DESE) has chosen to develop four core rubrics: Superintendent, School-Level Administrator, Teacher, and Special Instructional Support Personnel (SISP).

The Lexington Education Association (LEA) and the Lexington School Committee (LSC) recognize that the DESE also acknowledges the existence of additional elements that have been adapted to more specifically describe the SISP role(s).

While evaluators and evaluatees are encouraged to incorporate these role specific adaptations as part of the ongoing supervision and evaluation process, the parties agree that all SISPs will be assessed on the original DESE rubric.

Additionally, the School-Level Administrator Rubric At-A-Glance will be used for those coordinators with non-supervisory/evaluative responsibilities

Teacher Rubric At-A-Glance

Standard I: Curriculum, Planning, and Assessment	Standard II: Teaching All Students	Standard III: Family and Community Engagement	Standard IV: Professional Culture
A. Curriculum and Planning Indicator 1. Subject Matter Knowledge 2. Child and Adolescent Development 3. Rigorous Standards-Based Unit Design 4. Well-Structured Lessons	**A. Instruction Indicator** 1. Quality of Effort and Work 2. Student Engagement 3. Meeting Diverse Needs	**A. Engagement Indicator** 1. Parent/Family Engagement	**A. Reflection Indicator** 1. Reflective Practice 2. Goal Setting
B. Assessment Indicator 1. Variety of Assessment Methods 2. Adjustments to Practice	**B. Learning Environment Indicator** 1. Safe Learning Environment 2. Collaborative Learning Environment 3. Student Motivation	**B. Collaboration Indicator** 1. Learning Expectations 2. Curriculum Support	**B. Professional Growth Indicator** 1. Professional Learning and Growth
C. Analysis Indicator 1. Analysis and Conclusions 2. Sharing Conclusions With Colleagues 3. Sharing Conclusions With Students	**C. Cultural Proficiency Indicator** 1. Respects Differences 2. Maintains Respectful Environment	**C. Communication Indicator** 1. Two-Way Communication 2. Culturally Proficient Communication	**C. Collaboration Indicator** 1. Professional Collaboration
	D. Expectations Indicator 1. Clear Expectations 2. High Expectations 3. Access to Knowledge		**D. Decision-Making Indicator** 1. Decision-making
			E. Shared Responsibility Indicator 1. Shared Responsibility
			F. Professional Responsibilities Indicator 1. Judgment 2. Reliability and Responsibility

How to reference parts of the rubric:

Indicator terminology: under the "Teaching All Students" Standard (II), the "Instruction Indicator" (A) can be referred to as *Indicator II-A*

Element terminology: under the Instruction Indicator (A), the Student Engagement Element (2) can be referred to as *Element II-A-2*

Specialized Instructional Support Personnel (SISP) Rubric At-A-Glance

Standard I: Curriculum, Planning, and Assessment	Standard II: Teaching All Students	Standard III: Family and Community Engagement	Standard IV: Professional Culture
A. Curriculum and Planning Indicator 1. Professional Knowledge 2. Child and Adolescent Development 3. Plan Development 4. Well-Structured Lessons	**A. Instruction Indicator** 1. Quality of Effort and Work 2. Student Engagement 3. Meeting Diverse Needs	**A. Engagement Indicator** 1. Parent/Family Engagement	**A. Reflection Indicator** 1. Reflective Practice 2. Goal Setting
B. Assessment Indicator 1. Variety of Assessment Methods 2. Adjustments to Practice	**B. Learning Environment Indicator** 1. Safe Learning Environment 2. Collaborative Learning Environment 3. Student Motivation	**B. Collaboration Indicator** 1. Learning Expectations 2. Student Support	**B. Professional Growth Indicator** 1. Professional Learning and Growth
C. Analysis Indicator 1. Analysis and Conclusions 2. Sharing Conclusions With Colleagues 3. Sharing Conclusions With Students and Families	**C. Cultural Proficiency Indicator** 1. Respects Differences 2. Maintains Respectful Environment	**C. Communication Indicator** 1. Two-Way Communication 2. Culturally Proficient Communication	**C. Collaboration Indicator** 1. Professional Collaboration 2. Consultation
	D. Expectations Indicator 1. Clear Expectations 2. High Expectations 3. Access to Knowledge		**D. Decision-Making Indicator** 1. Decision-making
			E. Shared Responsibility Indicator 1. Shared Responsibility
			F. Professional Responsibilities Indicator 1. Judgment 2. Reliability and Responsibility

Note: The SISP rubric is designed to have close alignment with the teacher rubric to emphasize commonalities across educators. Please see Appendix E addressing "Role-Specific Indicators" for additional guidance and samples of how to strategically supplement this rubric to further differentiate by role.

How to reference parts of the rubric:

Indicator terminology: under the "Teaching All Students" Standard (II), the" Instruction Indicator" (A) can be referred to as *Indicator II-A*

Element terminology: under the Instruction Indicator (A), the Student Engagement Element (2) can be referred to as *Element II-A-2*

School-Level Administrator Rubric At-A-Glance

Standard I: Instructional Leadership	Standard II: Management & Operations	Standard III: Family and Community Engagement	Standard IV: Professional Culture
A. Curriculum Indicator 1. Standards-Based Unit Design 2. Lesson Development Support	**A. Environment Indicator** 1. Plans, Procedures, and Routines 2. Operational Systems 3. Student Safety, Health, and Social and Emotional Needs	**A. Engagement Indicator** 1. Family Engagement 2. Community and Business Engagement	**A. Commitment to High Standards Indicator** 1. Commitment to High Standards 2. Mission and Core Values 3. Meetings
B. Instruction Indicator 1. Instructional Practices 2. Quality of Effort & Work 3. Diverse Learners' Needs	**B. Human Resources Management & Development Indicator** 1. Recruitment & Hiring Strategies 2. Induction, Professional Development, and Career Growth Strategies	**B. Sharing Responsibility Indicator** 1. Student Support 2. Family Collaboration	**B. Cultural Proficiency Indicator** 1. Policies and Practices
C. Assessment Indicator 1. Variety of Assessments 2. Adjustment to Practice	**C. Scheduling & Management Information Systems Indicator** 1. Time for Teaching and Learning 2. Time for Collaboration	**C. Communication Indicator** 1. Two-Way Communication 2. Culturally Proficient Communication	**C. Communications Indicator** 1. Communication Skills
D. Evaluation Indicator 1. Educator Goals 2. Observation s & Feedback 3. Ratings 4. Alignment Review	**D. Law, Ethics & Policies Indicator** 1. Laws and Policies 2. Ethical Behavior	**D. Family Concerns Indicator** 1. Family Concerns	**D. Continuous Learning Indicator** 1. Continuous Learning of Staff 2. Continuous Learning of Administrator
E. Data-Informed Decision Making Indicator 1. Knowledge & Use of Data 2. School and District Goals 3. Improvement of Performance, Effectiveness, and Learning	**E. Fiscal Systems Indicator** 1. Fiscal Systems		**E. Shared Vision Indicator** 1. Shared Vision Development **F. Managing Conflict Indicator** 1. Response to Disagreement 2. Conflict Resolution 3. Consensus Building

Appendix C
Templates and Forms

Extra-Duty Stipend Data Sheet p.57
Sample Extra-Duty Student Feedback Form p.57
Chart of Evaluation Responsibilities p.57

Stipend Data Sheet

Name _____ School _____

Stipended Activity _____ Date _____

If the data request does not apply to your activity, write DNA

- Time: No. of months _____ Start date_____ End date_____
- Average no. of before/after school meetings per month _____
- No. of weekend days with student activities_____
- Number of Students_____
- Names of Assistants Supervised_____
- Number of Culminating Events (competitions, performances, publications, fairs, etc.) ____ • Travel: No. of day trips _____ No. of overnight trips_____
- Budget Responsibilities (check all that apply):
  ____ collection of $ from students/parents ____ disbursement of $ to multiple sources
  ____ purchase orders ____ organizing fund raising (No. of fundraising events____)
- Estimate of total monetary responsibility $_____
- Media: No. of Press Releases _____
- Parents: No. of Parent Meetings _____ List Other Communications with Parents

_____

- Other Relevant Data _____

Extra-Duty Stipend STUDENT FEEDBACK FORM (sample)

Name of Activity _____ Date _____

Use the traditional letter grades (A = excellent, B = good, C = average, D = unsatisfactory, F = Failure), including pluses (+) and minuses (-) if appropriate, to assess the following:

1._____ The extent to which the activity leader was accessible to you when you needed him/her
2._____ The quality of the support you received from the activity leader
3._____ The extent to which the activity leader created an environment which made it safe to make mistakes

Was there a responsible adult at all meetings of this activity? YES NO If not, explain.
Would you recommend this activity to a friend? Why or why not?
What should the activity leader continue to do in the future?
What should the activity leader change in the future?

Evaluation Responsibilities

ELEMENTARY

- CLASSROOM TEACHERS: PRINCIPAL/ASSISTANT PRINCIPAL/COORDINATOR/DEPARTMENT HEAD
- TEACHING SPECIALISTS: PRINCIPAL/ASSISTANT PRINCIPAL/COORDINATOR

(MUSIC, ART, PHYSICAL EDUCATION, ELL)

- CURRICULUM SPECIALISTS: PRINCIPAL/ASSISTANT PRINCIPAL/DEPARTMENT HEAD
- DEPARTMENT HEADS: ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION & PROFESSIONAL DEVELOPMENT
- COORDINATORS: ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION & PROFESSIONAL DEVELOPMENT

MIDDLE SCHOOL

- ENGLISH, SCIENCE, MATHEMATICS, SOCIAL STUDIES: PRINCIPAL/ASSISTANT PRINCIPAL
- FOREIGN LANGUAGE, ELL, ART, DRAMA, MUSIC, PE, HEALTH: PRINCIPAL /ASSISTANT PRINCIPAL/COORDINATOR

HIGH SCHOOL

- TEACHERS: PRINCIPAL/ASSOCIATE PRINCIPAL/DEAN/COORDINATOR/ DEPARTMENT HEAD
- DEPARTMENT HEADS: PRINCIPAL/ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION & PROFESSIONAL DEVELOPMENT

COUNSELORS

- ELEMENTARY/MIDDLE: PRINCIPAL/ASSISTANT PRINCIPAL
- HIGH SCHOOL: DEAN/DIRECTOR OF GUIDANCE

LIBRARIAN

- PRINCIPAL/ASSOCIATE PRINCIPAL/ASSISTANT PRINCIPAL/COORDINATOR

SOCIAL WORKERS

- HIGH SCHOOL: PRINCIPAL/ASSOCIATE PRINCIPAL/DEAN/DIRECTOR OF GUIDANCE
- MIDDLE/ELEMENTARY: PRINCIPAL/ASSISTANT PRINCIPAL

METCO STAFF

- PRINCIPAL/K-12 METCO ACADEMIC DIRECTOR/ASSOCIATE PRINCIPAL/ASSISTANT PRINCIPAL/DEAN

READING

- HIGH SCHOOL: PRINCIPAL/ASSOCIATE PRINCIPAL/DEAN
- MIDDLE: PRINCIPAL/ ASSISTANT PRINCIPAL

NURSES

- PRINCIPAL/NURSING COORDINATOR

STUDENT SERVICES SPECIALISTS

- BEHAVIOR SPECIALIST: PRINCIPAL/DIRECTOR OF STUDENT SERVICES/SUPERVISOR OF SPED
- ADAPTIVE PHYSICAL EDUCATION: PRINCIPAL/ASSISTANT PRINCIPAL/DIRECTOR OF STUDENT SERVICES/SUPERVISOR OF SPED/K-12 COORDINATOR OF PHYSICAL EDUCATION & WELLNESS
- OCCUPATIONAL THERAPISTS: PRINCIPAL/ASSOCIATE PRINCIPAL/ASSISTANT PRINCIPAL/DIRECTOR OF STUDENT SERVICES/SUPERVISOR OF SPED
- PSYCHOLOGISTS: PRINCIPAL/ASSOCIATE PRINCIPAL/ASSISTANT PRINCIPAL/DIRECTOR OF STUDENT SERVICES/SUPERVISOR OF SPED
- SELF-CONTAINED CLASSROOM TEACHERS: PRINCIPAL/ASSOCIATE PRINCIPAL/ASSISTANT PRINCIPAL/DIRECTOR OF STUDENT SERVICES/SUPERVISOR OF SPED
- SPEECH AND LANGUAGE: PRINCIPAL/ASSOCIATE PRINCIPAL/ASSISTANT PRINCIPAL/DIRECTOR OF STUDENT SERVICES/SUPERVISOR OF SPED
- SPED TEACHERS – RESOURCES ROOM: PRINCIPAL/ASSOCIATE PRINCIPAL/ASSISTANT PRINCIPAL/DEAN/DIRECTOR OF STUDENT SERVICES/SUPERVISOR OF SPED • SPED READING TEACHERS: PRINCIPAL/ASSOCIATE PRINCIPAL/ASSISTANT

PRINCIPAL/DEAN/DIRECTOR OF STUDENT SERVICES/SUPERVISOR OF SPED

COORDINATORS

- ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION & PROFESSIONAL DEVELOPMENT

INSTRUCTIONAL TECHNOLOGY SPECIALISTS

- PRINCIPAL/ASSOCIATE PRINCIPAL/ASSISTANT PRINCIPAL/DEAN/DIRECTOR OF EDUCATIONAL TECHNOLOGIES & ASSESSMENT

HEALTH

- HIGH SCHOOL: DEAN/ K-12 COORDINATOR OF PHYSICAL EDUCATION & WELLNESS/ASSISTANT COORDINATOR OF PHYSICAL EDUCATION & WELLNESS
- MIDDLE/ELEMENTARY: PRINCIPAL/ ASSISTANT PRINCIPAL/K-12 COORDINATOR OF PHYSICAL EDUCATION & WELLNESS/ASSISTANT COORDINATOR OF PHYSICAL EDUCATION & WELLNESS

Appendix D

Special Education Caseload Data Chart

Program	Population Served	Recommended Caseloads
Severe		
DLP	PK-12	5
ILP	PK-12	6
TLP	K-12	7
LLP	K-5	7
	6-12	12
Resource	Integrated Preschool	7
	Elementary	11
	Middle	15
	High	15
Related Service Providers	**Population Served**	**Recommended Caseloads**
SpecEd Reading	Elementary	9
	Secondary	27 (see note)
SLP	PK-5	24
	6-12	30
OT	preK-5	24
	6-12	30
PT	PK-12	30
Adaptive PE	PK-5	24
	6-12	30
Transition Counselors	9-12	25
Psychologists	PK-12	14 open cases

- For FY24 the secondary special education reading specialists cap will be 23
- A Special Education Overflow Testing Team will be created that consists of a special educator, an SLP, an OT and a school psychologist.
- All special educators and service providers will start the school year under their recommended caseload cap by October 1, 2023, using the current recommended caseload chart.

Appendix E

SALARY SCHEDULES

- Unit A Salary Schedules p.61
- Extra-Duty Stipends (subject to availability of funds) p.63
- Coaching Levels and Salaries p.63

Unit A Salary Schedules

The 2023-2024 School Year

For FY24 pay grid
Step 1: Create Step 11a
Step 2: Calculate value of Step 11a; 11a calculation is (FY23 Step 12 minus FY23 Step 11) X 60%
Step 3: Add/Drop step, FY24 Step 1 is based on FY23 Step 2 and so on to step 10, Step 11a becomes Step 11 in FY24 Salary Grid
Step 4: LEA Unit members on steps 1-10 and 12 will stay at their current FY23 step for FY24. LEA Unit members on step 11 in FY23 will move to step 12 in FY24. No staff will advance to step 11 in FY24
Step 5: Increase FY23 Step 12 by 2.5% for FY24 base
Step 6: Increase all steps by FY24 COLA of 2.5%
Step 7: Create M+60 lane, starting at step 12 at rate between M+45-12 and D-12 . M+60-12 only accessible

FY24	**2.50%**	**On all base salary rates and stipends**						
Step/Lane	**B**	**M**	**M+15**	**M+30**	**M+45**	**M+60**	**D**	**D+30**
1 (Old 2)	$57,158	$61,017	$62,799	$64,637	$66,535		$68,474	$68,734
2 (Old 3)	$60,090	$64,503	$66,356	$68,360	$70,458		$72,595	$72,957
3 (Old 4)	$63,174	$68,186	$70,114	$71,943	$73,736		$75,598	$77,285
4 (Old 5)	$66,010	$69,910	$71,746	$73,633	$75,590		$77,507	$79,179
5 (Old 6)	$67,954	$72,208	$74,220	$76,203	$78,349		$80,457	$82,112
6 (Old 7)	$70,237	$74,998	$77,160	$79,351	$81,663		$83,949	$85,612
7 (Old 8)	$73,634	$79,031	$81,438	$83,871	$86,456		$89,051	$90,716
8 (Old 9)	$77,609	$83,802	$86,494	$89,172	$92,079		$95,013	$96,675
9 (Old 10)	$82,891	$89,936	$92,885	$95,927	$99,200		$102,539	$104,189
10 (Old 11)	$88,008	$96,015	$99,394	$102,721	$106,494		$110,199	$111,902
11 (New 11a)	$91,768	$102,208	$105,130	$108,979	$113,397		$117,788	$119,616
12	$96,631	$108,996	$111,677	$115,979	$120,948	$123,257	$125,918	$127,877
13						$125,567		
14						$127,877		

to staff who have reached M+45-12

The 2024-2025 School Year

FY25	2.50%	On all base salary rates and stipends						
Step/Lane	**B**	**M**	**M+15**	**M+30**	**M+45**	**M+60**	**D**	**D+30**
1	$58,587	$62,542	$64,369	$66,253	$68,198		$70,185	$70,453
2	$61,593	$66,116	$68,015	$70,069	$72,219		$74,410	$74,781
3	$64,753	$69,891	$71,867	$73,742	$75,579		$77,488	$79,217
4	$67,661	$71,658	$73,540	$75,474	$77,480		$79,445	$81,159
5	$69,653	$74,013	$76,075	$78,108	$80,308		$82,469	$84,165
6	$71,993	$76,873	$79,089	$81,335	$83,705		$86,048	$87,752
7	$75,475	$81,007	$83,474	$85,968	$88,618		$91,278	$92,983
8	$79,549	$85,897	$88,657	$91,401	$94,381		$97,389	$99,092
9	$84,964	$92,185	$95,207	$98,325	$101,680		$105,103	$106,794
10	$90,208	$98,416	$101,879	$105,289	$109,156		$112,954	$114,700
11	$94,062	$104,764	$107,758	$111,703	$116,232		$120,732	$122,606
12	$99,047	$111,720	$114,469	$118,878	$123,972	$126,339	$129,066	$131,074
13						$128,706		
14						$131,074		

The 2025-2026 School Year

FY26	2.75%	On all base salary rates and stipends						
Step/Lane	**B**	**M**	**M+15**	**M+30**	**M+45**	**M+60**	**D**	**D+30**
1	$60,198	$64,262	$66,140	$68,075	$70,073		$72,116	$72,390

2	$63,287	$67,934	$69,885	$71,996	$74,205		$76,456	$76,837
3	$66,534	$71,813	$73,844	$75,770	$77,658		$79,619	$81,395
4	$69,521	$73,629	$75,562	$77,549	$79,611		$81,630	$83,391
5	$71,568	$76,048	$78,167	$80,256	$82,516		$84,737	$86,479
6	$73,973	$78,987	$81,264	$83,572	$86,007		$88,414	$90,165
7	$77,550	$83,234	$85,770	$88,332	$91,055		$93,788	$95,540
8	$81,737	$88,259	$91,095	$93,915	$96,977		$100,067	$101,817
9	$87,300	$94,720	$97,826	$101,029	$104,476		$107,993	$109,731
10	$92,689	$101,122	$104,681	$108,185	$112,158		$116,060	$117,854
11	$96,649	$107,645	$110,721	$114,775	$119,428		$124,053	$125,978
12	$101,771	$114,793	$117,617	$122,147	$127,381	$129,813	$132,615	$134,679
13						$132,245		
14						$134,678		

EXTRA DUTY STIPENDS (Subject to availability of funds)

LEXINGTON HIGH SCHOOL		**FY23**	**FY24**	**FY25**	**FY26**
LEVEL 1	HS SCIENCE TEAM	**$9,540.89**	$9,779.41	$10,023.90	$10,299.55
	MENTOR COORDINATOR	**$9,540.89**	$9,779.41	$10,023.90	$10,299.55
	LEAD CLINICIAN	**$9,540.89**	$9,779.41	$10,023.90	$10,299.55
	LEAD PSYCHOLOGIST	**$9,540.89**	$9,779.41	$10,023.90	$10,299.55
LEVEL 2	HS MATH TEAM	**$6,913.82**	$7,086.67	$7,263.84	$7,463.59
	HS ROBOTICS TEAM	**$6,913.82**	$7,086.67	$7,263.84	$7,463.59
	POLICY DEBATE DIRECTOR	**$6,913.81**	$7,086.66	$7,263.82	$7,463.58
	LIN/DOUGLAS DEBATE DIRECTOR	**$6,913.81**	$7,086.66	$7,263.82	$7,463.58
	MARCHING BAND	**$6,913.81**	$7,086.66	$7,263.82	$7,463.58
	HS DRAMA DIRECTOR-FALL	**$6,913.81**	$7,086.66	$7,263.82	$7,463.58
	HS MUSIC DIRECTOR	**$6,913.81**	$7,086.66	$7,263.82	$7,463.58
LEVEL 3	HS YEARBOOK	**$4,411.65**	$4,521.95	$4,634.99	$4,762.46
LEVEL 4	ASST POL/LIN-DOUG DEB COACH	**$2,627.07**	$2,692.74	$2,760.06	$2,835.96
	ASST LIN/DOUG DEB COACH	**$2,627.07**	$2,692.74	$2,760.06	$2,835.96
	HS DRAMA CLUB	**$2,627.07**	$2,692.74	$2,760.06	$2,835.96
	HS SCIENCE FAIR	**$2,627.07**	$2,692.74	$2,760.06	$2,835.96
	HS NEWSPAPER	**$2,627.07**	$2,692.74	$2,760.06	$2,835.96
	PIT ORCHESTRA	**$2,627.07**	$2,692.74	$2,760.06	$2,835.96
	MODEL UNITED NATIONS	**$2,627.07**	$2,692.74	$2,760.06	$2,835.96
	ASST ROBOTICS COACH	**$2,627.07**	$2,692.74	$2,760.06	$2,835.96
LEVEL 5	HS CLASS ADVISOR-FRESHMAN	**$2,350.67**	$2,409.43	$2,469.67	$2,537.58
	HS CLASS ADVISOR-SOPHOMORE	**$2,350.67**	$2,409.43	$2,469.67	$2,537.58
	HS CLASS ADVISOR-JUNIOR	**$2,350.67**	$2,409.43	$2,469.67	$2,537.58

	HS CLASS ADVISOR-SENIOR	**$2,350.67**	$2,409.43	$2,469.67	$2,537.58
	FOREIGN EXCHANGE ABROAD	**$2,350.67**	$2,409.43	$2,469.67	$2,537.58
	FOREIGN EXCHANGE HOSTING	**$2,350.67**	$2,409.43	$2,469.67	$2,537.58
	HS NATIONAL HONOR SOC	**$2,350.67**	$2,409.43	$2,469.67	$2,537.58
	LHS SCIENCE FAIR ASST	**$2,350.67**	$2,409.43	$2,469.67	$2,537.58
	COLLEGE TESTING (2)	**$2,350.67**	$2,409.43	$2,469.67	$2,537.58
	STAND TEST COORD SPED	**$2,949.46**	$3,023.19	$3,098.77	$3,183.99
	FACILITATOR PD&ACT LIBR/MEDIA	**$2,350.67**	$2,409.43	$2,469.67	$2,537.58
	EMERSON THEATRE FESTIVAL	**$2,350.67**	$2,409.43	$2,469.67	$2,537.58
	LGBTQ	**$2,350.67**	$2,409.43	$2,469.67	$2,537.58
	MCAS COORDINATOR	**$2,350.67**	$2,409.43	$2,469.67	$2,537.58
LEVEL 6	**NONE**				
LEVEL 7	FL EXAM COORD-GERMAN	**$172.73**	$177.05	$181.48	$186.47
	FL EXAM COORD-ITALIAN	**$172.73**	$177.05	$181.48	$186.47
	FL EXAM COORD-LATIN	**$172.73**	$177.05	$181.48	$186.47
	FL EXAM COORD-SPANISH	**$172.74**	$177.06	$181.49	$186.48
LEVEL B	LHS CHEM SAFETY OFFICER	**$2,805.11**	$2,875.24	$2,947.12	$3,028.17
	SPRING DRAMA DIRECTOR	**$5,341.83**	$5,475.37	$5,612.26	$5,766.59
	WELLNESS CHAMPION (4)	**$1,335.46**	$1,368.84	$1,403.06	$1,441.65
	PEER LEADER MENTOR	**$1,335.46**	$1,368.84	$1,403.06	$1,441.65
YEAR ONE STIPEND	SENATE CLUB	**$442**	$830	TBD	TBD
YEAR ONE STIPEND	ECONOMICS CLUB	**$442**	$830	TBD	TBD
MIDDLE SCHOOLS		**FY23**	**FY24**	**FY25**	**FY26**
LEVEL 3	MS MATH TEAM	**$4,411.65**	$4,521.95	$4,634.99	$4,762.46
	MS TEAM LEADER	**$4,411.65**	$4,521.95	$4,634.99	$4,762.46
LEVEL 4	MS SCIENCE FAIR	**$2,627.07**	$2,692.74	$2,760.06	$2,835.96
	MS SCIENCE TEAM	**$2,627.07**	$2,692.74	$2,760.06	$2,835.96
LEVEL 5	MS STUDENT COUNCIL	**$2,350.67**	$2,409.43	$2,469.67	$2,537.58
	MIDDLE C'S-CLARKE	**$2,350.67**	$2,409.43	$2,469.67	$2,537.58
	D-MINORS (FALL)-DIAMOND	**$2,350.67**	$2,409.43	$2,469.67	$2,537.58
	MS STUDY SKILLS	**$2,350.67**	$2,409.43	$2,469.67	$2,537.58
	MS AFTER SCHOOL MATH TUT (2)	**$2,350.67**	$2,409.43	$2,469.67	$2,537.58
	LGBTQ	**$2,350.67**	$2,409.43	$2,469.67	$2,537.58
LEVEL 6	MS PUBLICATIONS	**$1,174.66**	$1,204.03	$1,234.13	$1,268.07
	MS YEARBOOK	**$1,174.66**	$1,204.03	$1,234.13	$1,268.07
LEVEL 7	FL EXAM COORD (2)	**$172.74**	$177.06	$181.49	$186.48
LEVEL B	MS MUSIC DIRECTOR	**$5,341.83**	$5,475.37	$5,612.26	$5,766.59
	MS DRAMA DIRECTOR	**$5,341.83**	$5,475.37	$5,612.26	$5,766.59
	MS PLAY DIRECTOR	**$5,341.83**	$5,475.37	$5,612.26	$5,766.59
	WELLNESS CHAMPION	**$1,335.46**	$1,368.84	$1,403.06	$1,441.65
ELEMENTARY SCHOOLS					
LEVEL 5	ELEM MUSIC/DRAMA	**$2,350.67**	$2,409.43	$2,469.67	$2,537.58
	PRIMARY DRAMA CLUB (BRIDGE)	**$2,350.67**	$2,409.43	$2,469.67	$2,537.58
	SHAKESPEARE PLAYERS (BRIDGE)	**$2,350.67**	$2,409.43	$2,469.67	$2,537.58
	MAKER CLUB (ESTABROOK) YR 1	**$1,335.46**	$1,368.84	$1,403.06	$1,441.65

LEVEL B	AIMS WEB DATA MANAGER	**$2,805.11**	$2,875.24	$2,947.12	$3,028.17
	WELLNESS CHAMPION	**$1,335.46**	$1,368.84	$1,403.06	$1,441.65
CENTRAL OFFICE/DISTRICT					
LEVEL B	WELLNESS CHAMPION - LCP	**$1,335.46**	$1,368.84	$1,403.06	$1,441.65
	MENTOR	**$1,335.46**	$1,368.84	$1,403.06	$1,441.65
	MENTOR COMMITTEE	**$668.39**	$685.10	$702.22	$721.54
METCO	METCO EXT DAY FACILITATOR	**$3,308.73**	$3,391.45	$3,476.24	$3,571.83
	METCO EXT DAY FAC-LHS	**$4,411.65**	$4,521.95	$4,634.99	$4,762.46
	METCO ELEM AFTER SCHOOL (2)	**$1,335.46**	$1,368.84	$1,403.06	$1,441.65
NEW (FY22)	AFFINITY GROUP	**$830.00**	TBD	TBD	TBD

COACHES' STIPENDS

				2022-2023					**2022-2023**
	I	**IA**	**II**	**III**	**IV**	**V**	**VI**	**VII**	4,294.91
1	7,312.96	8,179.10	5,935.50	0	0	0	0	**VIIA**	4,942.48
2	7,868.85	8,733.89	6,384.32	4,885.61	0	0	0	**VIII**	2,004.29
3	8,424.75	9,289.99	6,849.88	5,335.76	3,838.34	0	0	**IX**	1,431.64
4	8,980.64	9,844.73	7,283.29	5,787.17	4,287.18	3,390.80	0	**X**	214.09/wk
5	9,536.51	10,399.52	7,730.83	6,233.43	4,737.30	3,838.34	3,088.99	**XI**	1,512.88
6	10,092.40	10,956.90	8,182.25	6,683.56	5,184.87	4,287.18	3,537.81	**XII**	2,295.78
7	10,647.00	11,511.68	8,629.83	7,133.70	5,634.98	4,737.30	3,986.66	**XIIA**	3,148.87
8	11,201.60	12,066.45	9,081.23	7,578.65	6,083.83	5,184.87	4,436.78	**XIII**	387.07
9	11,756.20	12,622.50	9,530.06	8,031.36	6,531.36	5,634.99	4,885.61		
10	12,309.50	13,174.70	9,978.90	8,484.06	6,984.07	6,083.83	5,335.76		
				2023-2024					**2023-2024**
	I	**IA**	**II**	**III**	**IV**	**V**	**VI**	**VII**	4,402.28
1	7,495.78	8,383.58	6,083.89	0	0	0	0	**VIIA**	5,066.04

2	8,065.57	8,952.24	6,543.93	5,007.75	0	0	0	**VIII**	2,054.40
3	8,635.37	9,522.24	7,021.13	5,469.15	3,934.30	0	0	**IX**	1,467.43
4	9,205.16	10,090.85	7,465.37	5,931.85	4,394.36	3,475.57	0	**X**	219.44/wk
5	9,774.92	10,659.51	7,924.10	6,389.27	4,855.73	3,934.30	3,166.21	**XI**	1,550.70
6	10,344.71	11,230.82	8,386.81	6,850.65	5,314.49	4,394.36	3,626.26	**XII**	2,353.17
7	10,913.18	11,799.47	8,845.58	7,312.04	5,775.85	4,855.73	4,086.33	**XIIA**	3,227.59
8	11,481.64	12,368.11	9,308.26	7,768.12	6,235.93	5,314.49	4,547.70	**XIII**	396.75
9	12,050.11	12,938.06	9,768.31	8,232.14	6,694.64	5,775.86	5,007.75		
10	12,617.24	13,504.07	10,228.37	8,696.16	7,158.67	6,235.93	5,469.15		
				2024-2025					**2024-2025**
	I	**IA**	**II**	**III**	**IV**	**V**	**VI**	**VII**	4,512.34
1	7,683.18	8,593.17	6,235.98	0	0	0	0	**VIIA**	5,192.69
2	8,267.21	9,176.04	6,707.53	5,132.94	0	0	0	**VIII**	2,105.76
3	8,851.25	9,760.30	7,196.66	5,605.88	4,032.66	0	0	**IX**	1,504.11
4	9,435.28	10,343.12	7,652.01	6,080.15	4,504.22	3,562.46	0	**X**	224.93/wk
5	10,019.30	10,926.00	8,122.20	6,549.00	4,977.13	4,032.66	3,245.37	**XI**	1,589.47
6	10,603.33	11,511.59	8,596.48	7,021.92	5,447.35	4,504.22	3,716.91	**XII**	2,412.00
7	11,186.00	12,094.46	9,066.72	7,494.84	5,920.25	4,977.13	4,188.48	**XIIA**	3,308.28
8	11,768.68	12,677.31	9,540.97	7,962.32	6,391.82	5,447.35	4,661.39	**XIII**	406.67
9	12,351.36	13,261.51	10,012.52	8,437.95	6,862.01	5,920.26	5,132.94		
10	12,932.67	13,841.67	10,484.08	8,913.57	7,337.64	6,391.82	5,605.88		
				2025-2026					**2025-2026**
	I	**IA**	**II**	**III**	**IV**	**V**	**VI**	**VII**	4,636.43
1	7,894.47	8,829.48	6,407.47	0	0	0	0	**VIIA**	5,335.49
2	8,494.56	9,428.38	6,891.98	5274.10	0	0	0	**VIII**	2,163.67
3	9,094.66	10,028.70	7,394.56	5760.04	4143.55	0	0	**IX**	1,545.48
4	9,694.76	10,627.56	7,862.44	6247.35	4628.08	3660.43	0	**X**	231.11/wk

5	10,294.83	11,226.46	8,345.56	6,729.09	5,114.00	4,143.55	3,334.62	**XI**	1,633.18
6	10,894.92	11,828.16	8,832.88	7,215.02	5,597.16	4,628.08	3,819.13	**XII**	2,478.33
7	11,493.62	12,427.06	9,316.05	7,700.95	6,083.06	5,114.00	4,303.67	**XIIA**	3,399.26
8	12,092.32	13,025.94	9,803.34	8,181.28	6,567.60	5,597.16	4,789.58	**XIII**	417.85
9	12,691.02	13,626.21	10,287.86	8,669.99	7,050.72	6,083.07	5,274.10		
10	13,288.32	14,222.32	10,772.39	9,158.69	7,539.42	6,567.60	5,760.04		

COACHES' SALARY GROUPS

Level I	**Level V (Assistant Coaches)**	**Level VIII**
Head Football	Baseball	Assistant HS Ultimate Frisbee
	Cross Country	Assistant MS Baseball
Level IA	Field Hockey	Assistant MS Field Hockey
Athletic Trainer (per season, paid biweekly)	Lacrosse	Assistant MS Soccer
*including additional grant funding for concussion mgmt	Outdoor Track	Assistant MS Softball
	Skiing	Part-time MS Asst Cross Country
Level II (Head Coaches)	Soccer	Part-time MS Asst Outdoor Track
Basketball	Softball	Part-time HS Field Hockey
Ice Hockey	Swimming	Part-time HS Assistant Baseball
	Tennis	Part-time HS Assistant Lacrosse
Level III (Head Coaches)	Volleyball	Part-time HS Assistant Ice Hockey
Baseball	Wrestling	Part-time HS Assistant Basketball
Field Hockey		Part-time HS Assistant Cheerleaing (Fall & Winter)
Indoor Track	**Level VI**	Part-time HS Assistant Cross-Country
Lacrosse	Head Cheerleading (Fall & Winter)	Part-time HS Assistant Soccer
Outdoor Track	Head MS Baseball	Part-time Hs Assistant Softball
Soccer	Head MS Basketball	Part-time HS Assistant Volleyball
Softball	Head MS Cross Counry	
Volleyball	Head MS Field Hockey	**Level IX**: MS Intramural Coach - 4 days
Wrestling	Head MS Soccer	
	Head MS Softball	**Level X**: MS Clinician
Level IV	Head MS Track/Field	
Head Cross Country	Assistant MS Cross-Country	**Level XI**: Assistant Athletic Director at LHS
Head Golf	Assistant HS Golf Coach	
Head Swimming	Assistant MS Track (Outdoor)	**Level XII**
Head Tennis	Ultimate Frisbee (Spring)	Elementary Before/After School Sports
Assistant Basketball		HS Intramural Coach - 5 Days
Assistant Football	**Level VII**	Summer Fitness Center
Assistant Ice Hockey	MS Assistant Athletic Director	
Assistant Indoor Track	Assistant Trainer (per season paid biweekly)	
Equipment Manager (three seasons)		**Level XIIA**: Ultimate Frisbee (Fall)
Head Ski	**Level VIIA**	
	Assistant Trainer (per season paid biweekly)	**Level XIII**: Locker Room Manager

Psychologist Gatekeeper

FY24: $9779.41