

# **AGREEMENT**

between the

**Lexington Education Association: UNIT A**

and the

**Lexington School Committee**

**September 1, 2012 – August 31, 2015**

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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 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.

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**AGREEMENT**

Pursuant to the provisions of the General Laws of Massachusetts, this agreement is made this first day of September 1, 2012, 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).

The School Committee shall bear the cost of reproducing the Agreement and will supply the LEA-A with nine hundred (900) copies thereof as soon as possible.

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**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 unit 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 .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)
- Coordinators (teaching FTES only)
- Department Heads (teaching FTES only)
- Elementary Curriculum Specialists
- ELL Teachers
- Guidance Counselors
- Instructional Technology Specialists
- K-5 Curriculum Coordinators
- Library Media Specialists
- Occupational Therapists
- Physical Therapists
- School Adjustment Counselors
- School Social Workers

- School Nurses
- School Psychologists
- Special Needs Teachers
- Speech/Language Pathologists
- Teachers: Classroom & Special such as art, music, physical education, foreign language
- Transition Program Coordinators

The parties agree to cooperatively transition those Assistant Coordinators, Coordinators, and Department Heads impacted by this change, and agree that no impacted employee will lose any pay or other financial consideration as a result of this bargaining unit determination.

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**ARTICLE 2: CONSULTATION**

**A. Professional Consultation**

The School Committee recognizes the professional standing of teachers and other professional staff. Similarly, the LEA recognizes the importance of an informed School Committee in the running of a school system which strives to be excellent. The ideas and opinions of professional staff are of significant value in improving the quality of education in, and the economical operation of, the Lexington Public School System. Therefore, the School Committee and the LEA agree that they, or their designated representatives, will upon request of either the School Committee or the LEA, meet at a reasonable time and place to discuss educational concerns of interest to each. It is understood by the School Committee and the LEA that nothing discussed at such meetings shall oblige them to negotiate such matters and that no binding decisions can be made in such meetings. Prior to two weeks before the date scheduled for such a meeting, there will be submitted to the Superintendent a written agenda of subjects to be discussed at that meeting. While it is the desire of both parties to provide for discussions of a wide range of subjects, it is also agreed that matters of wages, hours, and working conditions are exclusively the subject of collective bargaining as provided in this Agreement. Therefore, it is agreed that either the School Committee or the LEA may defer, decline, or specifically limit discussion on any item on any agenda proposed by the other by written notice to the proposing party not later than one week prior to the meeting. The Superintendent will participate in all such discussion.

**B. Budget Consultation**

The School Committee and the LEA will meet annually during the budget process to discuss the subsequent year 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.

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**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**

1. Every effort shall be made by the professional staff member and his/her immediate superior to arrive at a settlement of the matter involved prior to the use of the formal grievance procedure.
2. 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.
3. 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.
4. 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.
5. 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.

6. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
7. By mutual written agreement of the parties to a grievance proceeding, the time limits incorporated below may be extended.
8. 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.
9. 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 his/her 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 his/her 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 his/her 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.

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**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.

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**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.

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**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 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.

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**ARTICLE 7: CONDITIONS OF EMPLOYMENT**

- A. Professional staff entering or reentering the Lexington System will receive full credit (meaning one step on the salary schedule for each year of experience) for all previous public and state approved private school teaching experience. Experience shall be determined to the nearest number of whole years. Fractions of a school year equal to, or greater than one-half, shall be considered a whole year; fractions of a school year less than one-half shall be disregarded.
- B. Normally, only persons holding a valid license or on an approved waiver by the Massachusetts Department of Elementary and Secondary Education will be hired as classroom teachers.
- C. Professional staff currently receiving credit for Peace Corps, Vista Teacher Corps, and similar experiences will continue such credit. Beginning September 1, 1990, teachers entering the system will receive credit for teaching in the Peace Corps, Vista, Teaching Corps and similar experiences.
- D. No professional staff member will be employed who does not have a degree from an accredited college or university.
- E. 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 members will be notified at the time of hiring or, by no later than October 30<sup>th</sup> of the first year of their employment in Lexington, if their participation will begin in year one, two, or three of the "Program."

In year one, each program participant will be enrolled in a "new teacher induction course." This course will be offered annually during the second semester and will be scheduled after the professional workday. In year two, each program participant will be enrolled in a pedagogy course covering "effective teaching strategies." This course will be offered annually during both the first and second semester (participants will be able to choose the semester in which they enroll), and will be scheduled after the professional workday. The Lexington Public Schools will pay for graduate credit for each professional staff member who successfully completes a year one and/or year two course. In year three, each program participant will, in consultation with the members of his/her Mentoring Team (Principal, Mentor and Content-Coach), enroll in one elective course offering from the Lexington Professional Development Course Catalog. Year three professional development courses will be offered annually during both the first and second semester and will be scheduled after the professional workday. The Lexington Public Schools will award graduate credit to each professional staff member upon his/her successful completion of a year three course (minimum of 15 PDP's per course).

Professional staff members may apply the graduate 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.

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**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.

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## ARTICLE 9: MOVES

### **GENERAL PROVISIONS**

A. 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 K-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

#### 1. 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 tie-breaker.
- c. An involuntary move will only be made after a meeting between the teacher involved and the Principal or Superintendent (or his/her 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, s/he will be provided with the opportunity to examine a list of all vacancies and to apply for a position for which s/he is qualified.
- d. Once a teacher is notified of his or her involuntary move s/he will be permitted through June 1 to apply for any vacancy posted by that date provided s/he is licensed and qualified. A teacher who does so will be interviewed and considered for any position for which s/he is 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 s/he has applied, s/he 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.

#### 2. Voluntary Moves

In the event that a position is open, teachers desiring a voluntary move will submit a written request to the Assistant Superintendent for 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, s/he will be advised of such orally and will be provided with the reasons (orally) that s/he was not selected.

3. 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 Assistant Superintendent for 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 her or his request s/he will be orally provided with the reason.

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**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 his/her 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 his/her 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 in tier two and a determination is made to continue tier two placement 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 professional status staff member who is notified of a total or partial reduction shall have the opportunity to receive a "RIF Leave of Absence" in lieu of dismissal. Such leave of absence shall be for twenty-four months from the September following the notice of reduction. In order for a professional staff member to elect the "RIF Leave of Absence", the professional staff member must, within twenty (20) days of written notification from the Superintendent of intent to recommend reduction, execute on a form agreed to by the parties, a waiver of any present or future rights under Chapter 71, Section 42 of the Massachusetts General Laws. Should the professional staff member accept recall, said waiver is null and void.
- C. In the event of a decrease in administrative positions, administrators who have professional status as teachers in the Lexington Public Schools will retain their rights under this Article including, but not limited to, seniority in the Unit A bargaining unit.
- D. Professional status staff on a "RIF Leave of Absence" shall be entitled to recall to vacant positions or newly created or reinstated positions in the discipline which they taught at the time of the "RIF Leave of Absence" or to a discipline in which they had past proven experience in Lexington. Discipline within the meaning of this paragraph shall be as follows:

|             |                                      |   |
|-------------|--------------------------------------|---|
| <b>K-5:</b> | Elementary Classroom Teachers        | Elementary Mathematics Specialists                  |
|             | Elementary Language Arts Specialists | Elementary Moderate Special Needs Teachers          |
|             | Elementary Science Specialists       | Elementary Severe Special Needs Teachers            |
|             | Elementary Foreign Language Teachers | Curriculum Coordinators in Science & Social Studies |



**6-12:** Secondary Drama Teachers  
Secondary Math Teachers  
Secondary Social Studies Teachers  
Secondary Foreign Language Teachers  
Secondary Severe Special Needs Teachers

Secondary English Teachers  
Secondary Science Teachers  
Secondary Information Science Teachers  
Secondary Moderate Special Needs Teachers  
Secondary Instructional Technology Specialists

**K-12:** Fine Arts  
Guidance  
Instructional Technology  
Library/Media Specialists  
Music Teachers  
Nurses  
Occupational Therapists  
Physical Education/Wellness  
Physical Therapists

Psychologists  
Reading Teachers  
Social Workers  
Speech/Language Pathologists

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.
- E. 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 his/her acceptance of the position to which he/she is recalled.
- F. All benefits which the professional staff member held prior to layoff shall be restored to him/her upon return.
- G. Professional staff members may continue group insurance coverage during the layoff period by reimbursing the School Committee for total premium cost.

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**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.

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**ARTICLE 12: EVALUATION AND SUPERVISION**

- A. Administrators shall annually solicit written reports from the professional staff with whom the administrators interact in the course of their duties. These reports are for the purpose of providing feedback to the administration. These reports shall be for the benefit of the administrators and shall not become part of any official record.
- B. In accordance with state regulations, the principal or the assistant principal designee will serve as the primary evaluator for all staff assigned to a building. This evaluation will be conducted and completed in collaboration with the designated coordinator or department head as indicated on the chart below. Multi-building

staff will be evaluated by the principal of the building where they have the majority of their teaching responsibilities.

C. **Observation Reports**

1. The observation of the work performance of a staff member will be conducted openly and with full knowledge of the staff member. Frequency of observation should be a function of perceived performance. Observation of unsatisfactory performance should lead to more frequent observations and conferences.
2. Each observation will be followed by a post-conference within 3 school days of the observation. A written observation report will be provided to the staff member within 15 school days after the observation. The professional staff member should sign the observation within 15 days or it will be included in the professional staff member's file after being signed by an LEA representative. If a staff member is to be observed more than once before a written observation report is prepared, the reason must be recorded in writing on the observation report. The staff member and the evaluator will mutually agree on the date and the number of observations.
3. Classroom observations for the purpose of collecting data for evaluation reports shall be no less than thirty (30) minutes in duration at the elementary level and one full instructional period at the middle schools and the high school. Any exception will be mutually agreed to by the staff member and the evaluator.
4. Individual observations shall not be subject to the grievance procedure except as part of a grievance concerning an evaluation. Evaluation shall be subject to the grievance and arbitration procedures, both procedurally and substantively.
5. The Superintendent, Assistant Superintendent for Curriculum, Instruction and Professional Learning, or the Assistant Superintendent for Human Resources may visit a staff member's classroom/workplace to assess the observation skills of an evaluator, to investigate a complaint, or for administrative purposes other than evaluation. The Superintendent, Assistant Superintendent for Curriculum, Instruction and Professional Learning, or the Assistant Superintendent for Human Resources may be visiting staff members' classrooms/workplaces in the course of doing a general review of teaching or they might visit staff members' classrooms/workplaces to follow up after receiving an evaluation report. They will be going into a staff member's classroom/workplace at the specific request of either the staff member or the evaluator, and they will be going into staff members' classrooms/workplaces during the professional status process.
6. An observation report that rates a teacher as "effective with concerns" or "ineffective" shall include recommendations for improvement and shall also identify the Principle(s) of Effective Teaching that were not sufficiently demonstrated. In the event that the supervisor fails to identify the Principle(s) of Effective Teaching that were not sufficiently demonstrated, the teacher (or the LEA) may call this oversight to the supervisor's attention in writing no later than ten (10) school days after the teacher received the observation report. The supervisor will have ten (10) school days to correct this oversight in writing. In the event that the supervisor is unwilling or unable to correct the report, that portion of the observation report shall not be used as the basis for any adverse employment action against the teacher. In the event that the supervisor fails to link the recommendations with standards, that part of the observation will not appear in the final evaluation.

D. **Evaluation Reports**

1. Normally, evaluation reports will be based on one to three observation reports. The professional staff member being evaluated may choose to receive either the narrative-only evaluation report or the performance standard check-off report. (See Appendix B)
2. Commendations and recommendations relating to Lexington's performance standards (see Appendix A) are considered to be a routine part of an evaluation report. Adverse or negative comments or conclusions can only appear in an evaluation report if they have already appeared in an observation report or have otherwise been documented and placed in the staff member's personnel file
3. The Superintendent, Assistant Superintendent for Curriculum, Instruction and Professional Learning, or the Assistant Superintendent for Human Resources can be involved in the evaluation of a staff member.
4. One week prior to the evaluation conference, the evaluator will provide the staff member with a copy of the evaluation report. The staff member's signature on the final evaluation does not necessarily indicate agreement with the final report. Staff members shall have the right to object in writing to anything included therein; this written commentary should be attached to the evaluation report.
5. At the end of a staff member's evaluation cycle, one final evaluation report will be written. Where designated on the chart of evaluation responsibilities, the principal, assistant principal, coordinator, or department head will collaborate in writing the final evaluation report.
6. A staff member may attach a written reply to any evaluation which shall be in his/her personnel file.

E. **Pre-professional Status Staff Members**

1. Pre-professional status staff members should be observed at least twice during the school year. The interim observation is to be completed prior to December 15 and the final observation is to be completed prior to May 15. The final evaluation will be written and presented to the non-professional status staff member by May 25.
2. A pre-professional status employee who is not reappointed will receive from the Administration a written statement of reasons for non-reappointment.
3. A pre-PTS teacher who achieves Professional Teacher Status will begin the following year's evaluation in Year Two (2) of the evaluation cycle.

F. **Professional Status Staff Members**

1. Important dates in the evaluation process of professional-status staff members are as follows:
  - October 1: Observation cycle can begin. Normally, the entire evaluation process will be completed within four months of the first observation.
  - May 1: The observation cycle ends.
  - June 1: Final evaluations are due at the Personnel Office.
2. A comprehensive system of professional growth must give professional staff frequent, high quality feedback on their practice (supervision), and must also produce judgments about their performance level and job status, and most importantly, whether or not they are performing up to district standards (evaluation). Therefore, a four-year cycle of evaluation and supervision has been designed to meet the needs of the professional staff and the school system:
3. **Year 1: Comprehensive Evaluation:** During this year, the staff member will be evaluated on all district performance standards and according to the principles and practices of evaluation as stated elsewhere in this article. At the end of the evaluation period (no later than May 31), the evaluator(s) will confer with the staff member and discuss the final, written evaluation. The evaluation will include a written summary of commendations and recommendations. (see model forms in Appendix B)
4. **Year 2: Collaborative Year:** The purpose of the collaborative year is not only to promote professional growth but also to encourage collaboration and sharing among staff members. Staff members may also collaborate with other professionals. At some time after the comprehensive evaluation has been completed, but prior to October 1 of the collaborative year, the staff member and the evaluator(s) will confer to establish professional growth goal(s) based on the commendations and recommendations made in the comprehensive evaluation. Prior to October 15, the staff member will develop and submit a Professional Growth Plan (see model in Appendix B) which contains the following information:
  - The proposal (see list of suggestions)
  - The goals of the proposal which contribute to professional knowledge and/or skill and which are based on commendations/recommendations of the comprehensive evaluation
  - The actions or procedures the staff member will follow to accomplish the goal
  - A time line
  - What evidence the staff member will provide to show completion of the proposal
  - Staff member or other participants and their roles and responsibilities
  - What type of support, if any, might be needed to complete the proposal (materials, time, staff development meetings).

During the course of the collaborative professional growth activities, the evaluator(s) may make observations and hold conferences. When the activities have been completed, the staff member will confer with the primary evaluator(s) and submit a final written report (see model in Appendix B) by May 31. The Professional Growth Plan and the Final Report will be placed in the staff member's personnel file. In the unlikely event that there is an unresolvable disagreement between the staff member and the evaluator(s) over the Professional Growth Plan, each may select a colleague to participate in the resolution of the disagreement. Should the disagreement still not be resolved, the Assistant Superintendent for Curriculum, Instruction and Professional Learning and the LEA President will participate in a final resolution.

5. **Year 3: Focused Evaluation:** During this year, the staff member will be evaluated on selected district performance standards and according to the principles and practices of evaluation as stated elsewhere in this article. This focus of this evaluation will be determined in a conference between the staff member and the evaluator(s). It should grow out of the goals and outcomes of both the comprehensive evaluation (year 1) and the collaborative year (year 2). At the end of the evaluation period (no later than May 31), the evaluator(s) will confer with the staff member and discuss the final, written evaluation. The evaluation will include a written summary of commendations and recommendations (see model forms in Appendix B).
6. **Year 4: Individual Study:** This is a year in which the staff member may select a professional growth activity. The staff member will confer with the evaluator(s) and develop a Professional Growth Plan by

October 15 with all of the information as listed in Year 2 with one exception: the plan may or may not include other staff member participants. The goal(s) of the plan do not have to be linked to previous evaluations, but the activity must be substantial and should contribute to one's professional knowledge or skill. At the end of the year, the staff member will submit a final report on or before May 31 and confer with his/her evaluator(s). The Professional Growth Plan and the Final Report will be placed in the staff member's personnel file.

7. **Student Feedback:**

- Teachers of grades 6-12 will annually solicit feedback from students in all their classes. However, those special area teachers who teach a large percentage of the student body will solicit feedback from a number of students comparable to a core subject area teacher at their school. This should occur sometime after the midpoint of the course, leaving sufficient time to allow for consultation with the peer reviewer and evaluator(s)/supervisor(s). The purpose of this feedback is to gather information that students are in a position to know which can then be used by the staff member for self-assessment and professional growth. The instrument(s) used to obtain this feedback will be created by an individual teacher or a team of teachers subject to the review of the evaluator(s)/supervisor(s) or their designees. The instruments should seek feedback in the following areas: curriculum, teaching methods, classroom management, assessment and grading, homework, classroom climate, and the teacher/student relationship. Student-completed feedback forms are the sole property of the teacher who issued them. However, the forms are to be shared with at least one of the teacher's peers in a collaborative effort to analyze the findings. The peer reviewer will hold all data and findings in confidence. The issuing teacher will discuss the findings with his/her supervisor(s)/evaluator(s) and, whenever appropriate, should use the data in goal setting activities for the coming year.
- All secondary coaches will receive feedback from student participants via an Athletic Director-approved assessment tool. The results will be shared with the Athletic Director.

8. **Termination of a Professional Growth Plan:** If the evaluator(s) personally observes performance of a staff member participating in the Collaborative Year or the Independent Study Year that is adversely affecting the delivery of educational services, the evaluator may call for a conference with the staff member. The intent of the conference will be to address the performance issue and allow the Collaborative Year or the Independent Study Year to continue. If the issue is not resolved, the evaluator may begin a comprehensive or focused evaluation year after written notification detailing the reasons for this decision has been given to the staff member. This written notification will be placed in the Central Office personnel file.

G. **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:

1. 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 Human Resources within 2 weeks of receipt. An annual summary of these Annual Reports will be presented to the Superintendent by the Assistant Superintendent for Human Resources by August 1.
2. Include the Stipend Data Sheet (see Appendix B).
3. Include a one-page self-assessment, which references the data obtained from the required, written student feedback forms.

Failure to seek student feedback or to complete the Annual Report makes the stipend recipient ineligible for that activity in the following year.

H. **Tier Two Regulations for Professional Status Staff**

1. Normally, a staff member is placed on tier two if there are observed and documented deficiencies in more than one performance standard on the instrument; however, in unusual circumstances, which the evaluator(s) would need to define and defend, a staff member might be placed on tier two on the basis of a severe deficiency in a single category. Placement on tier two presumes that unless the reason for placement is satisfactorily remediated, recommendation for dismissal would be the result.
2. At the end of the second year on tier two, the staff member may be restored to tier one or shall be dismissed. In the second year of tier two, the staff member's increment and/or negotiated salary increase may be withheld. Any staff member restored to tier one shall be placed on the appropriate step as if he/she had never been on tier two.
3. Tier two can only begin in September of the following school year and will last no longer than two school years. No employee shall be dismissed after one year on tier two unless that employee has received a tier two warning letter on or before December 15. Placement on tier two can only be based upon an evaluation report which includes at least three observations.

The notification of possible placement on tier two can occur at any time and must be based on an evaluator's personal observations of staff member performance. The evaluator(s) must document the observations and review them with the staff member before the issuance of a notification letter. The primary evaluator shall not notify any staff member of possible placement on tier two unless there have first been at least three observations, which the evaluator(s) will have documented and reviewed with the employee.

4. Staff members who have been notified of potential placement on tier two may employ a range of activities or services in the school system including, but not limited to the following: peer consultation, peer observation, use of curriculum support personnel. The activities will not be part of the evaluation record.
5. If a professional status staff member is notified that he/she will be placed on tier two, during the period between the notification (example, May 1) and the placement, (example, September 1) there will be no additional evaluator(s), but Coordinators, Department Heads, Assistant Principals, etc., can provide support and consultation. Once a staff member is on tier two, if there is a subject related problem, the appropriate curriculum administrator(s) must be involved as a supplementary evaluator(s). Any evaluation conclusion reached by a supplementary evaluator shall be based on observation reports.
6. Within ten school days of the tier two warning or notice placing a staff member on tier two, the staff member and all evaluators shall meet to discuss an improvement plan which shall include: an identification of the aspects of performance which are in need of improvement; the evaluators' specific expectations; the indicators of satisfactory improvement; how the evaluators will assist the staff member, where applicable, in meeting these expectations; the time which will be allowed for improvement; and, the date by which another evaluation report will be completed.

The follow-up evaluation will be completed within two to four months, unless both the staff member and the evaluator(s) agree to a change in this time frame. The LEA President (or his/her designee) and the Superintendent (or his/her designee) will have to agree to this change.

If the improvement plan does not identify one or more evaluators, or does not describe the role of any evaluator, the improvement plan shall be amended to identify any such evaluator(s) and to describe such evaluator's role in the improvement plan. This will occur within ten (10) school days from the date of the improvement plan. The staff member shall be given a copy of each amendment. The staff member and all evaluators named in the improvement plan shall meet to discuss the amendment within ten (10) school days of incorporation of the amendment to the plan. Any subsequent amendments must be agreed to by the primary evaluator, the staff member, the Superintendent (or his/her designee) and the LEA President (or his/her designee).

An administrator from the Central Office may be an evaluator and shall be governed by the provisions relating to supplementary evaluators and their evaluations. The staff member may request a particular evaluator from the Central Office.

Before any evaluator performs any formal observation for the purpose of preparing a follow-up evaluation, pursuant to the improvement plan, he/she shall hold a pre-observation conference with the staff member. There will be a post-observation conference following the observation.

7. The primary evaluator will prepare a draft of the improvement plan and circulate copies to the staff member and all involved evaluators. Each will sign and return the tier two improvement plan within five (5) school days to the primary evaluator. Any involved person can append suggestions or recommendations. The primary evaluator may or may not incorporate written suggestions in the final plan.
8. Copies of the final improvement plan and any subsequent amendments will be hand-delivered by the primary evaluator (or his/her designee) to the Superintendent and the President of the LEA each of whom will have five (5) school days in which to raise an objection to the plan and notify all of the other parties in writing of his/her concern(s).

The Superintendent (or his/her designee) shall respond in writing to any written objections of the LEA President (or his/her designee). The LEA President (or his/her designee) shall respond in writing to any written objections of the Superintendent (or his/her designee). Responses to objections shall be made within five (5) school days of their receipt.

The parties shall meet within seven (7) school days of the receipt of objections to resolve said objections. In the event that the parties cannot agree within five (5) school days, they shall meet with a mediator, chosen by mutual agreement, to resolve any outstanding issues. If, after an additional meeting with a mediator, they are unable to resolve any outstanding disagreements, the mediator shall resolve the disagreements. The decision of the mediator is not grievable.

9. If an improvement plan that was implemented after a tier 2 warning is successfully completed, as evidenced by the subsequent evaluation, the professional staff member will not be placed on tier 2.

10. Placement on tier two is grievable. There will be an expedited grievance procedure with only one level of management review, that is the Superintendent's level. The immediate step thereafter is arbitration. If a grievance is filed over a teacher being placed on Tier Two, and ultimately is arbitrated, the Association can prevail if it demonstrates that the decision was based on a material procedural violation of the contract, a material factual error in an observation report or evaluation, or was arbitrary or capricious. An arbitrator may not substitute his or her judgment for that of the evaluator in matters of professional educational judgment.

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**ARTICLE 13: PROFESSIONAL STAFF LOAD AND TEACHING HOURS**

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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 work load.

**GENERAL PROVISIONS**

**A. Part-Time Professional Staff**

1. 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 his/her FTE. The part-time professional staff member and his/her principal/supervisor will mutually agree upon which meetings to attend.
2. 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.
3. 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.
4. Any non-teaching duties of part-time professional staff that can be pro-rated will be pro-rated 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 one after-school meeting per week called by appropriate school officials not to exceed one and one-half (1.5) hours 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 beginning at 3:30 PM and ending no later than 5:00 PM 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. 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. In the 2012-2013 school year, there will be no after school meetings at the secondary level during the weeks that grades are due in the second and third quarter. Beginning in the 2013-2014 school year, the principal (or his/her designee) and the LEA Representatives in each of the secondary schools will mutually agree which two (2) of the four (4) academic quarters after school meetings will not be held during the weeks that grades are due. This decision shall be made prior to the close of the preceding school year. In the event that an agreement is not reached between parties, the schedule will revert back to the 2012-2013 schedule.

D. The Parties agree to establish an ad-hoc joint labor management committee for the purpose of discussing data driven practices and other district, school and department initiatives.

E. All full time professional staff will receive a daily duty-free, meeting 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.

F. The parties agree to establish a joint labor and management special education workload study committee according to the following calendar:

- January 2013 - convene the study committee
- April 2013 - interim report due. This report may be presented orally or in writing.
- June 2013 - final report due
- Upon completion of the report, should either party wish to re-open Article 13 (Professional Staff Load and Teaching Hours) for the purpose of negotiating a change in this article only, the parties will return to the bargaining table for this purpose.

**Elementary**

G. Professional staff shall not be required to be in their building more than fifteen (15) minutes before the official starting time for students. Children shall be admitted into classrooms beginning at 8:30 A.M. Staff shall be in the

classrooms at that time. Each staff member shall remain in the classroom until the last child in his/her room has been dismissed, or until coverage for those children has been provided as determined by school based management.

- H. 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.
- I. 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. Part-time staff will be provided with a pro-rated amount. Elementary staff will not be required to do recess or bus duty, unless available aides are utilized to relieve staff of other duties.
- J. Elementary classroom teachers shall have discretionary professional time during the fifteen minute morning 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 classroom teachers shall have discretionary professional time totaling no fewer than one hundred eighty (180) minutes per week for teachers in grades 1-5 and no fewer than one hundred twenty (120) minutes per week for kindergarten teachers.
- K. The wages, hours, and other conditions of employment for full-time kindergarten teachers shall be the same as those teachers in grades 1-5. The wages, hours, and other conditions of employment for part-time kindergarten teachers will remain the same including the provisions delineated in Section H.
- L. Teachers of grades K+, 1, 2 and 3 will receive two additional hours of aide time per week to offset their additional student contact hours, lessening clerical duties for the teachers so their preparation time can be better utilized. Should the preparation time for all elementary teachers be equal, the allotted aide time is then determined by school council management. In addition to the preparation time provided above, full time kindergarten teachers shall have preparation time during a 15-minute recess each afternoon.
- M. Part-time (morning) kindergarten teachers shall be expected to remain after kindergarten student dismissal time as long as is necessary to fulfill their professional responsibilities. Part-time kindergarten teachers shall be governed by Section A of this article's General Provisions. However, their Thursday afternoon responsibilities are limited to the following: parent conferences, system-wide professional development, and any pro-rated faculty/department meetings required by Section A.
- N. Further, eighteen (18) Thursday 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 Thursday afternoons immediately preceding the required fall and spring conferences and the Thursday afternoons in the week immediately preceding the issuing of the required three report cards will be reserved for conference and report card preparation .
- O. 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.
- P. 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. 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.
- Q. 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 his/her 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 his/her 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.
- R. The School Committee will make every effort to provide adequate resources for professional staff in connection with the implementation of Chapter 766. The special needs resource load will be determined by:
  - 1 The movement of students on or off a resource teacher's role will require consultation among the chairperson of the evaluation team, the site supervisor, and the resource teacher to enable the best student and teacher match as well as the most productive alignment of student needs and school resources. The special needs teachers, together with their supervisor, shall establish and update the class roll (student lists) for each of the teachers involved. The class roll will be set using a planning total of twenty-four (24) students. If the teachers and supervisor together agree that during a year there needs to be more than twenty-four (24) students for one or more teachers for sound educational reasons, the

next year the supervisor and teachers will adjust student assignments so that teachers affected in the previous year will not have two consecutive years of overload.

### **Middle School**

- S. Professional staff shall not be required to be in their building more than fifteen (15) minutes before the official start time for students. Staff shall be expected to remain after school as long as is necessary to fulfill their professional responsibility.
- T. The number of periods defined as classes, team meetings and activity periods for teachers shall not exceed twenty-four (24) for the duration of this Agreement.
- U. The School Committee will make every effort to provide adequate resources for professional staff in connection with the implementation of Chapter 766. The special needs resource load will be determined by:
  1. The movement of students on or off a resource teacher's role will require consultation among the chairperson of the evaluation team, the site supervisor, and the resource teacher to enable the best student and teacher match as well as the most productive alignment of student needs and school resources. The special needs teachers, together with their supervisor, shall establish and update the class roll (student lists) for each of the teachers involved. The class roll will be set using a planning total of twenty-four (24) students. If the teachers and supervisor together agree that during a year there needs to be more than twenty-four (24) students for one or more teachers for sound educational reasons, the next year the supervisor and teachers will adjust student assignments so that teachers affected in the previous year will not have two consecutive years of overload.
  2. All full-time professional staff will be provided with two hundred twenty five (225) minutes of discretionary time per week, with minimum of thirty (30) minutes provided per day. Part-time staff will be provided with a pro-rated amount of the total time.

### **High School**

- V. Professional staff shall not be required to be in their building more than fifteen (15) minutes before the official starting time for students. Staff shall be expected to remain after school as long as is necessary to fulfill their professional responsibility.
- W. 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 school year.)
- X. 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  $1/2$  (.5) 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.
- Y. 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.

In determining a teacher's weekly schedule, the number of assigned responsibilities during the school day must be equitably distributed across the departments. "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.

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.



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.

- Z. 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.
- AA. 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.
- BB. The School Committee will make every effort to provide adequate resources for professional staff in connection with the implementation of Chapter 766. The special needs resource load will be determined by:
  - 1. The movement of students on or off a resource teacher's role will require consultation among the chairperson of the evaluation team, the site supervisor, and the resource teacher to enable the best student and teacher match as well as the most productive alignment of student needs and school resources. The special needs teachers, together with their supervisor, shall establish and update the class roll (student lists) for each of the teachers involved. The class roll will be set using a planning total of twenty-four (24) students. If the teachers and supervisor together agree that during a year there needs to be more than twenty-four (24) students for one or more teachers for sound educational reasons, the next year the supervisor and teachers will adjust student assignments so that teachers affected in the previous year will not have two consecutive years of overload.
  - 2. All full-time professional staff will be provided with two hundred twenty five (225) minutes of discretionary time per week, with minimum of thirty (30) minutes provided per day. Part-time staff will be provided with a pro-rated amount of the total time.

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**ARTICLE 14: CLASS 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:

- Kindergarten: 1-18
- Grade 1: 1-22
- 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.

- Kindergarten: 20
- Grade 1: 24
- 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, 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.

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**ARTICLE 15: 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:
  - Elementary: Art, music, physical education, library-media, foreign language
  - 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 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 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.

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**ARTICLE 16: 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 his/her 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         |
| Course work/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, his/her 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:
  - i. 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;
  - ii. Facts asserted have been verified within fifteen (15) school days;
  - iii. 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:
  - 1. In the case of initial employment or successful promotion application: after completion of the third school year in the position.
  - 2. 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 his/her 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 her/him 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 17 (Conflict Resolution).

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**ARTICLE 17: 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"

| <b>Nature of Concern</b> | <b>Category</b>     | <b>Initial Contact</b> | <b>Referral</b>                                 |
|--------------------------|---------------------|------------------------|---|
| 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/<br>Director of Guidance |
|                          | Tutoring            | Counselor              | Principal                                       |
|                          | System wide Testing | Counselor              | Principal/Director of<br>Education              |

|                               |   |  |  |
|-------------------------------|---|--|--|
| Discipline                    | Classroom<br>Lunchroom<br>Playground/Recess<br>Attendance/Tardiness                                     | Teacher<br>Teacher<br>Teacher<br>Teacher   | Principal<br>Principal<br>Principal<br>Principal   |
| Curriculum                    | Content<br>Special Subject  | Teacher<br>Teacher   | Curriculum Coordinator/Principal<br>Curriculum Coordinator/Principal   |
| Special Needs                 | Referrals<br><br>Tutoring<br>Early Childhood Screening<br>(3 & 4 yr. Olds)<br>Transportation<br><br>IEP | Teacher/Counselor/<br>Psychologist<br>Special Needs Teacher<br>Supervisor of Pre-K<br><br>Director of<br>of Special Education<br>Special needs liaison | Principal/Director<br>of Special Education<br>Principal<br>Director of SPED<br><br>Asst. Supt. for Business<br>and Finance<br>SPED Supervisor/Director |
| METCO                         | Tutoring<br><br>Initial Placement<br><br>Transportation   | Teacher<br><br>Principal<br><br>K-12 METCO<br>Academic Director  | METCO Tutor/Tutoring<br>Supervisor<br>K-12 METCO Academic<br>Director<br>METCO, Inc.   |
| Preschool Screening           | Kindergarten  | Counselor  | Principal  |
| Pupil Records                 | Content/Availability  | Counselor/Principal  | Director of Guidance   |
| Before/After<br>School Sports | Program   | Physical Education<br>Specialist   | Coordinator of Physical<br>Education/Wellness  |
| Instrumental Music            | In-School Lessons<br><br>After School Lessons   | Instrumental Music<br><br>Specialist<br>K-12 Coordinator of<br>Performing Arts   | K-12 Coordinator of<br>Performing Arts   |
| Moves                         | Out-of-neighborhood<br>school   | Principals   | Asst. Supt. for Business<br>and Finance  |
| Guidance<br>Services          | Guidance methods/<br>Delivery of Services   | Counselor  | Principal/<br>Director of Guidance   |
| Classroom Instruction         | Teaching methods<br>Delivery of<br>Curriculum   | Teacher<br>Teacher   | Principal<br>Coordinator/Elementary<br>Specialist  |
| Health/Medical                | Injury/Illness  | School Nurse   | Principal/Coordinator of<br>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"

| <b>Nature of Concern</b>                           | <b>Category</b> | <b>Initial Contact</b> | <b>Referral</b> |
|--|-----------------|------------------------|-----------------|
| School Committee<br>Policy/Administrative Decision | School Related  | Principal              | Superintendent  |

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

**ARTICLE 18: SICK LEAVE, SICK LEAVE BANK, AND SICK LEAVE BUY BACK**

- A. All current professional staff members shall be entitled to fifteen (15) 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. It shall also cover absence because of the death of those previously mentioned and, in addition, grandparents, grandchildren, sisters, brothers, parents-in-law, sisters and brothers-in-law, aunts, uncles, friends.
- 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) per cent of the employment period, whichever is greater.
- D. Upon request at the building level, a professional staff member will be provided with his/her 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. Applications for the use of the Sick Leave Bank are issued by the Assistant Superintendent for Human Resources.
  - 1. 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.
  - 2. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of five (5) members. Two (2) members shall be designated by the Superintendent to serve at his/her discretion and three (3) 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.
  - 3. 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:
    - Adequate medical evidence of serious illness,
    - Prior exhaustion of all eligible sick leave,
    - Length of service in the Lexington Public School System,
    - Prior utilization of the Sick Leave Bank
  - 4. 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 day 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.
  - 5. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and not subject to appeal.
- 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 her physician to avoid exposure to Fifth Disease during pregnancy. The employee must submit a written request from her doctor to the Principal and Assistant Superintendent for Human Resources 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.

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**ARTICLE 19: 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 family illness, study or travel, 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 Human Resources. 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 him/her prior to his/her 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 his/her intent to return from such a leave of absence by February 15 or not return.

## **B. Maternity Leave**

A professional staff member who is pregnant may remain in her position until the conclusion of her pregnancy. Maternity leave begins for a professional staff member on the child's day of birth and continues for up to 56 consecutive calendar days that include weekends, holidays, summer vacation days, and snow days.

The professional staff member must notify the Assistant Superintendent for Human Resources within two weeks following the birth. The professional staff member will be paid for each work day during her eight weeks of maternity leave and these days are deducted from her sick days. She will also continue to receive all her normal medical and dental benefits.

If, for medical reasons, more than the 56 consecutive days of leave are required, the professional staff member must provide the Assistant Superintendent for Human Resources with medical documentation prior to the end of her original maternity leave. Those days of leave which are work days will be deducted from the professional staff member's accumulated sick days. In the event an employee does not have enough sick days, she may apply to the sick leave bank as provided in Article 18. In such a case, the professional staff member is still entitled to a full maternity leave.

After the birth of her child, a professional staff member may elect to extend her maternity leave an additional four (4) weeks for a total of twelve (12) weeks provided for under the Family and Medical Leave Act of 1993 (FMLA).\* FMLA leave and the maternity leave described above run concurrently. Requests for FMLA leave should be sent to the Assistant Superintendent for Human Resources at least three (3) weeks before the FMLA extension begins. The professional staff member is not paid for any work days that occur during the four (4) week FMLA extension. She will also be responsible for paying to the town her share of health and dental insurance, which would normally have been deducted from her paycheck. The professional staff member should contact the Benefits Coordinator prior to the commencement of the four (4) week FMLA extension to arrange payment of any insurance amount due. If a snow day or days should occur during the four (4) week FMLA extension, the FMLA time would be extended to equal that day or days.

A professional staff member will be granted childrearing leave of absence by the School Committee 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 who utilize above mentioned maternity leave(s) shall retain professional status and seniority rights which would otherwise be theirs if they were actively employed in the system during that period. 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. Professional staff members must give written notification of his/her 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.

(\* The Family Medical Leave Act (FMLA) requires employers to grant eligible employees up to twelve (12) weeks of unpaid leave per twelve (12) month period.)

## **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 two (2) 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 Human Resources 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 he/she needs 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 airplane 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 he/she would have achieved had he/she 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 him/her prior to his/her 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 Human Resources. 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. 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 his/her own substitute. Every effort will be made to provide qualified substitutes when regular professional staff members are absent.

**K. 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.

**L. Adoption Leave**

Professional staff members who adopt children are entitled to a paid leave, beginning on the day of the adoption, of up to 56 consecutive calendar days, which would include weekends, holidays, summer vacation days, and snow days. Work days which occur during this leave, shall be deducted from accumulated sick days. Special consideration will be given if circumstances require absence prior to the adoption.

**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**

1. 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.
2. 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.
3. 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.
4. 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.
5. The year during which sabbatical leave is taken shall be treated as a year of Lexington experience for salary purposes.
6. 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.
7. 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.
8. 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
  - His/her 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;
  - He/she will not engage in any gainful employment during the period of sabbatical leave, except as may be expressly stipulated in the final plan;
  - He/she will file brief monthly progress reports with the Superintendent during the period of sabbatical leave;
  - Upon expiration of sabbatical leave he/she 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 he/she 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.
9. Upon a finding by the School Committee that an 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:
  - 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;
  - 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.
10. 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.
11. 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 his 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 her/his regular salary and her/his jury pay during the period of such service. Upon receipt of a summons for jury service, the professional staff member shall immediately notify her/his immediate supervisor.

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**ARTICLE 20: 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 his/her capacity as employer, has the discretion to request and/or require a medical opinion from a medical practitioner of his/her 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 his/her 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 his or her 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 his/her 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.

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**ARTICLE 21: 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 his/her 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.

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**ARTICLE 22: 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.
  1. There will be bulletin board space in each professional staff room in each school building for the exclusive use of the professional staff.
  2. No professional staff member will be prevented from wearing pins or other identification of membership in the Association.
  3. 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 his/her 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 his/her term(s), the President shall return to the same position he/she occupied just prior to becoming president.

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**ARTICLE 23: PROFESSIONAL STAFF MEMBERS' FACILITIES**

- A. Professional staff members are guaranteed a safe, healthful work place 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.

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**ARTICLE 24: SALARY DETERMINATION AND PROVISIONS**

- A. Effective the 2012-2013 school year, increase the cost of the existing Unit A Salary Schedule by 2%. This will be accomplished by increasing Step 12 of the salary schedule by 1.88%, increasing Step 1 by 1.0%, and then distributing the remainder of the cost of the contract equally on each step of the salary schedule (steps 2 through 11).

Effective the 2013-2014 school year, increase the cost of the existing Unit A Salary Schedule by 2.25%. This will be accomplished by increasing Step 12 of the salary schedule by 2.24%, increasing Step 1 by 1.0%, and then distributing the remainder of the cost of the contract equally on each step of the salary schedule (steps 2 through 11).

Effective the 2014-2015 school year, increase the cost of the existing Unit A Salary Schedule by 2.75%. This will be accomplished by increasing Step 12 of the salary schedule by 2.71%, increasing Step 1 by 1.0%, and then distributing the remainder of the cost of the contract equally on each step of the salary schedule (steps 2 through 11).

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

- C. Placement for new hires will be credited at full experience for pre-professional status staff.
- D. 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.
1. Professional staff members must provide the Human Resources Office with appropriate evidence of successful completion of the 15 credits needed to move to the next salary column. Once the evidence of completion has been received by Human Resources fourteen (14) calendar days prior to the first payroll in September and February, the salary adjustment will be made on the first pay day in September or on the first pay day in February.
  2. 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. In-service 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.
- E. 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 he/she may not work the full year, shall immediately notify the Superintendent in writing, giving such details as the Superintendent may require.

- F. Part time (morning) Kindergarten teachers shall be compensated at seventy percent (70%) of the salary of a full time teacher at the same salary schedule placement.
- G. Those staff members presently receiving leadership awards shall continue to receive them for the duration of their proposals pursuant to the terms of the 1976-1978 LEA/LSC Contract. In addition, staff currently receiving compensation under the old leadership plan (prior to the 1976-1978 LEA/SC Contract) will continue to receive compensation as described in that plan. Staff receiving the \$1798 stipend for Special Class Teacher (one working in a substantially separate classroom and hired before July 1, 1984) will continue to receive this amount.
- H. 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 are expected to seek feedback on their performance from the members of their respective departments by no later than February 28 by using K-5 Curriculum Coordinator performance standards. The results of this feedback will be shared with their Supervisors, who may request the feedback be tied to the K-5 Science and Social Studies Coordinators' goals.

At the beginning of each month, K-5 Science and Social Studies Coordinators will publish for elementary principals and staff a schedule of their visits to the elementary schools. K-5 Science and Social Studies Coordinators' will attend all related curriculum meetings as designated by the Superintendent or Superintendent's designee.

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 1<sup>st</sup> 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.

The K-5 Science and Social Studies Coordinator positions may be posted every three (3) years for those hired after June 30, 2003.

- I. 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 Education.
- J. Staff covered under this agreement will be paid in twenty-two (22) equal payments. However, those hired before FY 13 shall have an option of choosing twenty-two (22) or twenty-six (26) equal payments. 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 work-shops, 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.

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.

- K. 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: \$700
- Beginning at year 15: \$800
- Beginning at year 20: \$900
- Beginning at year 25: \$1000
- Beginning at year 30: \$2500

- 1. 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 18 section F will cease upon acceptance under this portion of Article 24. 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.

2. Application is required and immediate placement is not insured, 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.
3. 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:
  - a. 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.
  - b. 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.
  - c. 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.
4. 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.
- L. 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
- M. 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:
  1. 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 Human Resources, 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.
  2. 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.
  3. 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.
  4. 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.
  5. 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.
  6. 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.
- N. Professional staff members will be compensated at the rate of \$51 per hour, up to \$255 (for a five hour day) for their preparation and presentation of staff development workshops, including summer workshops and other required work projects beyond the normal contract work hours.

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**ARTICLE 25: TUITION REIMBURSEMENT**

Effective upon the execution of this Agreement, the School Committee agrees to establish an annual tuition reimbursement fund in the amount of \$60,000 for the purpose of reimbursing teachers for district-approved, content-based graduate level courses in the area of their current and/or projected teaching assignments. Upon the satisfactory completion of a course with a grade of "B" or better from an accredited educational institution, or a passing grade should an alpha/numeric grade not be available (courses for reimbursement must be taken for an alpha/numeric grade should one be offered), a teacher will be reimbursed up to a maximum of \$1,000 per course for

courses that have received prior approval. The parties will establish application and reimbursement approval procedures that will ensure that such funds are distributed equitably and are available throughout the fiscal year.

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**ARTICLE 26: BENEFITS**

**INSURANCE, ANNUITIES, EMPLOYEE ASSISTANCE PLAN, & ENROLLMENT OF STAFF CHILDREN**

- 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:
  - 1. Fifty percent (50%) of the premium for a \$5,000 term life insurance plan of the type presently available to the professional staff.
  - 2. Health and dental insurance as negotiated by the coalition of town employee unions under Chapter 32 B, section 19 of the Massachusetts General Laws.
  - 3. 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. Enrollment of Children of Professional Staff Members
  - 1. Upon the recommendation of the Superintendent and the approval of the School Committee, children of professional staff members may enroll, without charge for tuition, in the Lexington Public Schools. Approval under this article will not be unreasonably denied.
  - 2. Once a child has been enrolled in the Lexington Public Schools, it is understood he/she may remain in the system as long as the parent is employed by Lexington Public Schools and the child abides by the regulations of the school system.
- F. 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.

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**ARTICLE 27: DUES DEDUCTIONS and AGENCY FEE**

- 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.
- E. Effective September 1, 1983, as a condition of his/her continued employment, every professional staff member, if and when not a member in good standing of the Lexington Education Association, shall pay or by payroll deduction, have paid to the Association, an agency fee of an amount equal to its full dues (subject to rebate as provided by the rules and regulations of the Massachusetts Labor Relations Commission). However, in no case shall such conditions arise before the thirtieth (30th) day following the date of this Agreement, whichever date shall be later.

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**ARTICLE 28: 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 he/she "received a personal injury arising out of and in the course of his/her 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 him/her from performing his/her 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). He/she may receive sick leave payments to the extent that his/her weekly sick leave payments, when added to his/her Workers' Compensation benefits, do not exceed his/her 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 him/her including any unused sick leave accumulated by him/her 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.

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**ARTICLE 29: 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.

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**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 through September 1, 2012, and shall be automatically renewed from year to year unless by August 31, 2015, 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.

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

For the LEXINGTON SCHOOL COMMITTEE

\_\_\_\_\_  
Margaret Coppe, Chair

\_\_\_\_\_  
(Date)

For the LEXINGTON EDUCATION ASSOCIATION

\_\_\_\_\_  
Phyllis Neufeld, President

\_\_\_\_\_  
(Date)



**SIDE LETTER OF AGREEMENT**

The Parties agree to reconvene bargaining for the purpose of reviewing the special education report conducted by District Management Council due to the School Committee in November 2010. The Parties reserve any and all of their respective bargaining rights pursuant to any recommendations contained within this report.

The parties agree that should the K-5 Literacy Department Head and/or the K-5 Math Department Head be assigned teaching responsibilities, the position will return to Bargaining Unit A, represented by the Lexington Education Association.

The parties agree to collect data concerning personal day usage during the 2010-2011 and reconvene bargaining if the personal day usage on Mondays and Fridays worsens or the same trends continue.

For the LEXINGTON SCHOOL COMMITTEE

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

For the LEXINGTON EDUCATION ASSOCIATION

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

# Appendix A

## PERFORMANCE STANDARDS

- Classroom Teacher p.33
- Counselor/Social Worker p.34
- Elementary Consulting Specialist p.35
- K-5 Curriculum Coordinators p.36
- Language Arts/Reading Specialist p.38
- Library Media Specialist p.40
- Occupational Therapist p.41
- Psychologist p.43
- School Nurse p.44
- Special Education Teacher p.45
- Speech and Language Pathologist p.47

## **CLASSROOM TEACHER PERFORMANCE STANDARDS**

### I. Currency in the Curriculum

The teacher demonstrates competency in subject area(s).

1. Has an appropriate in-depth knowledge of subject matter
2. Acts as a subject area resource person for students
3. Contributes to the ongoing evaluation of the curriculum
4. Keeps current in the field and applies knowledge to the instructional program

### II. Effective Planning and Assessment of Curriculum and Instruction

#### A. The teacher plans instruction effectively.

1. Sets short term and year long goals for curricular units
2. Identifies individual and group needs and plans the use of appropriate instructional strategies
3. Uses materials and resources, including technologies, that are appropriately matched curricular goals and to individual student needs and learning styles
4. Seeks out and collaborates with school based specialists and administrators to better design curricula or instructional modifications to meet the special learning needs of students
5. Plans frequent instructional opportunities where students are interacting with teachers and one another while assuming increasing responsibility for their own learning

#### B. The teacher provides effective assessment of student learning.

1. Determines specific and challenging standards for student learning; compares intended and actual learning outcomes
2. Schedules time for individual and interactive reflection on student progress with the student
3. Regularly provides feedback to students on their progress
4. Implements innovative approaches to assessment
5. Keeps parents informed of student's progress and works with them to aid in the total development of the student

### III. Effective Instruction

#### A. The teacher communicates effectively with students.

1. Implements clear lesson objectives and communicates these to students
2. Promotes students' independence as learners
3. Stimulates students' thinking through classroom discussion and writing activities
4. Identifies confusions and misconceptions as indicated by student responses and regular assessment strategies. Remediates, reteaches, or extends teaching to meet individual and/or group needs
5. Has enthusiasm for subject matter and makes significant efforts to communicate that enthusiasm to students and colleagues
6. Communicates clearly in writing and speaking, using precise language
7. Understands and demonstrates to students the relevance of the subject matter to life-long learning and the inter-relationship of various curricula

#### B. The teacher uses appropriate instructional techniques.

1. Uses a variety of teaching strategies such as cooperative learning, peer tutoring, project based learning, lecture, discussions, and technologies
2. Provides options for students to demonstrate competency and mastery of new material, such as written work, plays, art work, oratory, visual presentations, and portfolios
3. Uses a variety of appropriate materials to reinforce and extend skills, accommodate learning styles, and match instructional objectives
4. Encourages students to summarize important learnings and to integrate them with prior knowledge
5. Demonstrates a working knowledge of current educational research
6. Refines instructional strategies to increase student learning and foster confidence in a student's ability to learn
7. Provides opportunities for creativity
8. Uses a variety of questioning techniques to stimulate student participation, including those which encourage and guide critical and independent thinking and the development of ideas
9. Presents information recognizing multiple points of view; encourages students to assess the accuracy of information presented.

### IV. Effective Classroom Management

#### A. The teacher applies classroom management techniques to establish a positive and productive learning environment.

1. Uses time and classroom space productively and efficiently in order to promote optimal learning

2. Maintains a high level of student participation and engagement with appropriate time on task
3. Establishes classroom procedures that ensure smooth transition from one activity to another
- B. The teacher maintains and models appropriate standards of behavior, mutual respect, and safety.
  1. Encourages student achievement and responsibility by reinforcing desired student behaviors that demonstrate attitudes of fairness and respect
  2. Establishes and carries out reasonable and routine classroom rules and procedures
  3. Maintains appropriate professional boundaries with students.
- V. Promotion of High Standards and Expectations for Student Achievement
 

The teacher promotes high standards and expectations for student achievement.

  1. Communicates standards, expectations, and guidelines regarding the quality and quantity of students' work to students and parents
  2. Responds to students' answers and work in a timely and appropriate way
  3. Encourages students to take risks and to persevere with challenging tasks
- VI. Promotion of Equity and Appreciation of Diversity
 

The teacher promotes equitable opportunities for student learning

  1. Provides opportunities for all students to participate in the classroom
  2. Demonstrates sensitivity to differences in abilities, gender, learning style, social and cultural background
  3. Develops and implements educational and organizational strategies that are effective in meeting the needs of a diverse student body
- VII. Fulfillment of Professional Responsibilities
 

The teacher demonstrates continuing concern for professionalism.

  1. Seeks out information and is receptive to suggestions for growth and improvement
  2. Works collaboratively with other staff members to implement appropriate curricular and school related programs, and non-classroom activities / programs / committees
  3. Shares expertise and new ideas with colleagues
  4. Works constructively with others to identify school problems and suggest possible solutions
  5. Meets deadlines and fulfills routine responsibilities
  6. Observes established school system policies and procedures
  7. Participates in appropriate self-development activities such as conferences, in-service training and professional study
  8. Maintains appropriate professional behaviors in all interactions with students, parents, and colleagues

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**COUNSELOR/SOCIAL WORKER PERFORMANCE STANDARDS**

- I. Currency in the Professional Area
 

The Counselor/Social Worker demonstrates competency in the professional area.

  1. Has appropriate in-depth knowledge of guidance and counseling practices
  2. Exhibits awareness of current guidance and counseling practices
  3. Employs and/or adapts sound guidance and counseling materials and practices
  4. Acts as a resource person for students, parents, and staff in matters of guidance and counseling
- II. Planning and Assessment of Guidance and Counseling Interventions
 

The Counselor/Social Worker plans and assesses effectively.

  1. Formulates objectives and appropriate strategies to assure continuity of effective guidance and counseling services
  2. Identifies individual and group needs and plans the use of appropriate counseling intervention
  3. Acquires pertinent information from a variety of sources:
    - a) Student Records
    - b) Consultation with appropriate school personnel
    - c) Consultation with students, parents, and other appropriate agencies or individuals outside of school
  4. Assesses the effectiveness of intervention strategies
- III. Guidance/Counseling Practices
 

The Counselor/Social Worker communicates and interacts effectively.

  1. Interacts positively and productively with students, parents, and teachers
  2. Listens well, responds appropriately, and encourages student participation in discussion by effective counseling strategies
  3. Communicates positive expectations for all students
  4. Reinforces positive behavior

IV. Effective Management

The Counselor/Social Worker utilizes effective group techniques and activities to establish a productive learning environment.

A. The Counselor/Social Worker applies effective group management techniques.

1. Uses time and space productively and efficiently in order to support optimal learning
2. Maintains a high level of student participation and engagement with appropriate time on task
3. Establishes procedures that ensure transition from one activity to another

B. The Counselor/Social Worker meets individual and group case load responsibilities.

1. Attends to referrals in a timely and responsive manner
2. Refers students to appropriate support personnel as needed
3. Is available at reasonable times outside scheduled appointments
4. Employs strategies for crisis intervention
5. Actively reaches out to contact students

V. Promotion of Standards and Expectations for Personal Growth and Development

The Counselor/Social Worker promotes high standards and expectations for personal growth and development.

1. Stimulates student's self-awareness and involvement in the learning process
2. Provides individual and group opportunities for students to develop critical and reflective skills and resourcefulness
3. Provides opportunities for parents to develop insight and understanding of students' development and appropriate parenting strategies
4. Elicits student involvement in selecting goals for personal change, selecting activities and evaluating progress consistent with age and ability levels of students
5. Helps students develop group and/or individual decision making skills
6. Assists students in learning how to assess their strengths and weaknesses
7. Encourages students to develop personal standards and methods to assess their own efforts and achievements

VI. Promotion of Equity and Appreciation of Diversity

The Counselor/Social Worker promotes equitable opportunities and appreciation of diversity of all students.

1. Provides opportunities for all students to participate in guidance and counseling programs
2. Demonstrates sensitivity to differences in abilities, gender, race, and ethnicity learning style, social and cultural backgrounds
3. Develops and implements strategies that are effective in meeting the needs of a diverse student body

VII. Fulfillment of Professional Responsibilities

The Counselor/Social Worker demonstrates concern for professionalism.

1. Seeks out information and is receptive to suggestions for growth and improvement
2. Works collaboratively with other staff members to implement appropriate guidance and school related programs non-classroom activities/ programs/ committees
3. Shares expertise and new ideas with colleagues
4. Works constructively with others to identify school problems and suggest possible solutions
5. Meets deadlines and fulfills routine responsibilities
6. Observes established school system policies and procedures
7. Participates in appropriate self-development activities such as conferences, in-service training, and professional study
8. Maintains appropriate level of confidentiality and professional behaviors in all interactions with students, parents, and colleagues

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**ELEMENTARY CONSULTING SPECIALIST**

I. Currency in the Curriculum

The Elementary Consulting Specialist demonstrates competency in the subject area.

1. Has an appropriate in-depth knowledge of the subject area
2. Keeps current with and understands and evaluates current research literature and practice in the curriculum area to ascertain the most effective teaching/learning paradigms and practices
3. Acts as a subject area resource person for staff and colleagues

II. Effective Planning and Assessment of Curriculum and Instruction

A. The Elementary Consulting Specialist plans instruction effectively.

1. Sets short term and long term goals for design, development, implementation and evaluation of curriculum, based upon National Standards and State Frameworks and systemic core values

2. Formulates and coordinates curriculum objectives, ensuring that there is meaningful sequence to the program goals and interrelation with other areas of curriculum wherever possible
3. Works collaboratively with principals and colleagues to develop, design and implement school organizational models, curriculum, teaching strategies and assessment techniques needed by schools to prepare students to meet the demands of the twenty-first century
4. Helps teachers and principals engage in systematic planning to improve curriculum and achieve coherence

B. The Elementary Consulting Specialist provides effective assessment of curriculum, curriculum implementation, instruction and student learning.

1. Works with system administrators and teachers to determine standards for student learning and methods of assessing this learning
2. Assumes responsibility for organizing a style of curriculum design, development, implementation and assessment toward the goal of continuous improvement of curriculum and instruction
3. Promotes innovative and developmental approaches to assessment to help teachers and students reflect on learning and progress

### III. Effective Instruction

The Elementary Consulting Specialist promotes effective instruction through communication, provision of resources, and staff collaboration.

1. Works with staff to articulate a vision and standard of excellence for curriculum and pedagogy
2. Promotes a stimulating professional environment for staff which supports and encourages their own continuous learning
3. Helps teachers stay abreast of relevant research and the knowledge base related to teaching, learning, and the discipline(s)
4. Provides encouragement, models, and opportunities to help staff members develop a broad repertoire to support the engagement and achievement of all students
5. Provides colleagues with opportunities for sharing that will nurture "best practice"
6. Submit budget proposals for resources and provisions to support quality instruction

### IV. Promotion of Equity and Appreciation of Diversity

The Elementary Consulting Specialist promotes equitable opportunities for learning.

1. Works with staff to develop and implement educational and organizational strategies that are effective in meeting the needs of a diverse student body
2. Cultivates understanding of issues related to equity, diversity, and excellence so that differences are understood and accommodated, but quality of program and expectations for excellence are uniformly high

### V. Fulfillment of Professional Responsibilities

The Elementary Consulting Specialist demonstrates a continuing concern for professionalism.

1. Seeks out information and is receptive to suggestions for growth and improvement
2. Works collaboratively with other staff members to implement appropriate curricular and school related programs and non-classroom activities/ programs/ committees
3. Shares expertise and new ideas with colleagues
4. Works constructively with others to identify school/system problems and suggest possible solutions
5. Meets deadlines and fulfills routine responsibilities
6. Observes established school system policies and procedures
7. Participates in appropriate self-development
8. Maintains appropriate professional behaviors in all interactions with students, parents, and colleagues

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## **K-5 CURRICULUM COORDINATOR PERFORMANCE STANDARDS**

### VI. Currency in the Curriculum

The Curriculum Leader demonstrates competency in the subject area.

1. Has an appropriate in-depth knowledge of the subject area
2. Acts as a subject area resource person for staff and colleagues
3. Understands and evaluates current research, literature, and practice in curriculum and applies knowledge to the instructional program
4. Keeps current in the field and translates that expertise into developmentally appropriate curriculum and learning environments for children

### VII. Effective Planning and Assessment of Curriculum and Instruction

A. The Curriculum Leader plans instruction effectively.

1. Addresses system core values and priorities, and solicits support and input of administrators, teachers, staff, parents and students
  2. Sets short term and long term goals for design, development, implementation and evaluation of curriculum and instruction
  3. Formulates and coordinates curriculum objectives, ensuring meaningful sequence of program goals and meaningful interrelationship with other areas of the curriculum
  4. Develops, designs and implements school organizational models, curriculum, teaching strategies and assessment techniques to prepare students for 21st century challenges
  5. Works with teachers and principals to identify individual and group needs and to plan the use of appropriate instructional strategies
  6. Collaborates with specialists, administrators, and appropriate staff to design curriculum and instructional modifications to meet the special learning needs of students
- B. The Curriculum Leader provides effective assessment of curriculum, curriculum implementation, instruction, and student learning.
1. Works with system administrators and teachers to determine specific challenging standards for student learning, to design and implement appropriate assessments, and to communicate results and recommendations to appropriate constituencies
  2. Assumes responsibility for organizing a cycle of curriculum design, development, implementation and assessment toward the goal of improvement of curriculum and instruction
  3. Promotes innovative and developmental approaches to assessment to help teachers and students reflect on learning and progress
  4. Collaborates with system leaders to acquire and portray to the community a comprehensive overview of progress for the system
  5. Helps teachers and principals engage in systematic planning to improve curriculum, instruction, and assessment

#### VIII. Effective Instruction

The Curriculum Leader promotes effective instruction through communication, provision of resources, and staff collaboration.

1. Works with staff to articulate a vision and standard of excellence for curriculum and pedagogy
2. Helps teachers balance interconnected responsibilities to the individual student, the group, school, and larger community
3. Promotes a stimulating professional environment for staff
4. Helps teachers stay abreast of relevant research and the knowledge base related to teaching, learning, and the disciplines
5. Ensures that staff members have opportunities to acquire and develop new materials, approaches, and pedagogical skills
6. Ensures that teachers have adequate resources and provisions for their students and their daily work
7. Provides encouragement, examples, and opportunities to help staff members develop a broad repertoire to support the engagement and achievement of all students
8. Provides opportunities for sharing and collegiality that nurture "best practice"

#### IX. Supervision and Evaluation

The Curriculum Leader supports curriculum, instruction, teacher effectiveness and student learning through quality supervision and evaluation.

1. Provides a context for supervision and evaluation by ensuring that staff understand system core values and priorities, as well as short term and long range goals of the curriculum/instruction area
2. Communicates clearly to staff about the process, timeliness and expectations related to supervision and evaluation in the Lexington Public Schools, and in their school/curriculum context
3. Creates a positive atmosphere, process and dialogue which allows the staff member to reflect on strengths and achievements, and on areas for inquiry and improvement
4. Provides opportunities for pre- and post-discussion
5. Respects staff members' reflections analysis and recommendation as major contributions in the supervision/evaluation process
6. Approaches supervision and evaluation as an opportunity to encourage self-reflection and personal growth of the teacher
7. Completes observation and evaluation reports in a timely manner as specified by contract

#### X. Promotion of High Standards and Expectations for Student Achievement

The Curriculum Leader promotes high standards and expectations for student achievement.

1. Works with teachers and administrators to broadly communicate standards, expectations, and guidelines regarding the quality and quantity of students' work

2. Establishes and sustains a process to engage teachers, departments, and individual schools in meaningful conversation about assessment of students' work and development
3. Provides information that allows the public to understand standards and expectations for student achievement, and methods of assessment
4. Encourages teachers and students to take risks and to persevere with challenging tasks

XI. Promotion of Equity and Appreciation of Diversity

The Curriculum Leader promotes equitable opportunities for learning.

1. Promotes professional awareness and competence to ensure that all students feel welcome and affirmed in the classroom, and become full participants and active successful learners
2. Demonstrates, cultivates, and insists upon sensitivity to difference in abilities, gender, learning style, social and cultural background
3. Works with staff to develop and implement educational and organizational strategies that are effective in meeting the needs of a diverse student body
4. Cultivates understanding of issues related to equity, diversity, and excellence so that differences are understood and addressed as part of the process in maintaining quality programs
5. Cooperates with Personnel Office, system administrators and hiring committees to recruit and maintain a staff that reflects and promotes equity and appreciation of diversity

XII. Fulfillment of Professional Responsibilities

The Curriculum Leader demonstrates continuing concern for professionalism.

1. Seeks out information and is receptive to suggestions for growth and improvement
2. Works collaboratively with other staff members to implement appropriate curricular and school related programs and non-classroom activities/ programs/ committees
3. Shares expertise and new ideas with colleagues
4. Works constructively with others to identify school/system problems and suggest possible solutions
5. Meets deadlines and fulfills routine responsibilities
6. Observes established school system policies and procedures
7. Participates in appropriate self-development
8. Maintains appropriate professional behaviors in all interactions with students, parents, and colleagues
9. Is available to staff, students, and community members before and after school on a regular basis
10. Supports members of the department and building by attending performances/exhibitions/curricular events under their direction
11. Attends appropriate system and/or community events
12. Provides leadership in identified system programs and efforts
13. Is visible and accessible within his/her department and at the grade levels/buildings s/he serves

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**LANGUAGE ARTS/READING SPECIALIST PERFORMANCE STANDARDS**

I. Currency in the Curriculum

The specialist demonstrates competency in subject area(s).

1. Has an appropriate, in-depth knowledge of literacy development and instructional strategies in all areas of the language arts
2. Acts as a subject area resource person for teachers, curriculum personnel, principals, and parents
3. Contributes to the ongoing evaluation of the curriculum
4. Keeps current in the field and applies knowledge to consultations with teachers, and to the instructional program

Effective Planning and Assessment of Curriculum and Instruction

B. The specialist plans instruction effectively.

1. Sets short term and year long goals for curricular units
2. Identifies individual and group needs and plans the use of appropriate instructional strategies
3. Uses materials and resources, including technologies, that are appropriately matched to curricular goals and to individual student needs and learning styles
4. Seeks out and collaborates with other school based specialists and administrators to better design curricula or instructional modifications to meet the special learning needs of students
5. Plans frequent instructional opportunities where students are interacting with teachers and one another while assuming increasing responsibility for their own learning

C. The teacher provides effective assessment of student learning.



1. Determines specific and challenging standards for student learning; compares intended and actual learning outcomes
2. Schedules time for individual and interactive reflection on student progress with the student
3. Regularly provides feedback to students on their progress
4. Implements innovative approaches to assessment
5. Keeps parents informed of student's progress and works with them to aid in the total development of the student

### XIII. Effective Instruction

- A. The specialist communicates effectively with students.
  1. Implements clear lesson objectives and communicates these to students
  2. Promotes students' independence as learners through application of a modeling/guided practice/independent practice instructional model, and other appropriate instructional models
  3. Stimulates students' thinking through classroom discussion and writing activities
  4. Identifies confusions and misconceptions as indicated by student responses and regular assessment strategies. Reteaches or extends teaching to meet individual and/or group needs
  5. Has enthusiasm for subject matter and makes significant efforts to communicate that enthusiasm to students and colleagues
  6. Communicates clearly in writing and speaking, using precise language
  7. Understands and demonstrates to students the relevance of the subject matter to life-long learning and the inter-relationship of various curricula
- B. The specialist uses appropriate instructional techniques.
  1. Uses a variety of teaching strategies such as cooperative learning, peer tutoring, project-based learning, lecture, discussions, and technologies
  2. Provides options for students to demonstrate competency and mastery of new material, such as written work, plays, art work, oratory, visual presentations, and portfolios
  3. Uses a variety of appropriate materials to reinforce and extend skills, accommodate learning styles, and match instructional objectives
  4. Encourages students to summarize important learnings and to integrate them with prior knowledge
  5. Demonstrates a working knowledge of current educational research
  6. Refines instructional strategies to increase student learning and foster confidence in a student's ability to learn
  7. Provides opportunities for creativity
  8. Uses a variety of questioning techniques to stimulate student participation, including those which encourage and guide critical and independent thinking and the development of ideas
  9. Presents information recognizing multiple points of view; encourages students to assess the accuracy of information presented
- C. The specialist consults effectively with teachers, principals, and other curriculum specialists.
  1. Listens well and responds appropriately
  2. Communicates positively in all interactions with teachers
  3. Works effectively with teachers in a consulting capacity
  4. Is available for consultation with teachers at times that are mutually convenient for both

### XIV. Effective Classroom Management

- A. The specialist applies classroom management techniques to establish a positive and productive learning environment.
  1. Uses time and classroom space productively and efficiently in order to promote optimal learning
  2. Maintains a high level of student participation and engagement with appropriate time on task
  3. Establishes classroom procedures that ensure smooth transition from one activity to another
- B. The specialist maintains and models appropriate standards of behavior, mutual respect, and safety.
  1. Encourages student achievement and responsibility by reinforcing desired student behaviors that demonstrate attitudes of fairness and respect
  2. Establishes and carries out reasonable and routine classroom rules and procedures
  3. Maintains appropriate professional boundaries with students

### XV. Promotion of High Standards and Expectations for Student Achievement

The specialist promotes high standards and expectations for student achievement.

1. Communicates standards, expectations, and guidelines regarding the quality and quantity of students' work to students and parents
2. Responds to students' answers and work in a timely and appropriate way
3. Encourages students to take risks and to persevere with challenging tasks

### XVI. Promotion of Equity and Appreciation of Diversity

The specialist promotes equitable opportunities for student learning.

1. Provides opportunities for all students to participate in the classroom
2. Demonstrates sensitivity to differences in abilities, gender, learning style, social and cultural background
3. Develops and implements educational and organizational strategies that are effective in meeting the needs of a diverse student body

XVII. Fulfillment of Professional Responsibilities

The specialist demonstrates continuing concern for professionalism.

1. Seeks out information and is receptive to suggestions for growth and improvement
2. Works collaboratively with other staff members to implement appropriate curricular and school related programs and non-classroom activities/ programs/ committees
3. Shares expertise and new ideas with colleagues
4. Works constructively with others to identify school problems and suggest possible solutions
5. Meets deadlines and fulfills routine responsibilities
6. Observes established school system policies and procedures
7. Participates in appropriate self-development activities such as conferences, in-service training and professional study
8. Maintains appropriate professional behaviors in all interactions with students, parents, and colleagues

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**LIBRARY MEDIA SPECIALIST PERFORMANCE STANDARDS**

I. Currency in the Curriculum

The Library Media Specialist demonstrates competency in subject area(s).

1. Has an appropriate in-depth knowledge of subject matters
2. Acts as a subject area resource person for students and teachers
3. Contributes to the ongoing evaluation of the curriculum
4. Keeps current in the field and applies knowledge to the instructional program

II. Effective Planning and Assessment of Curriculum and Instruction

A. The Library Media Specialist collaborates with classroom teachers to plan effective instruction in library-related units.

1. Sets short term and year long goals within curricular units
2. Identifies individual and group needs and plans the use of appropriate instructional strategies
3. Identifies, demonstrates and uses materials and resources, including technologies, that are appropriately matched to curricular goals and to individual student needs and learning styles
4. Seeks out and collaborates with classroom teachers, specialists and administrators to help them design curriculum, assessment strategies, and/or instructional modifications to meet the special learning needs of students
5. Plans frequent instructional opportunities where students are interacting with teachers and one another while assuming increasing responsibility for their own learning

B. The Library Media Specialist evaluates the library program in relation to changing needs and technology.

III. Effective Instruction

A. The Library Media Specialist communicates effectively with students.

1. Implements clear lesson objectives and communicates these to students and teachers
2. Promotes students' independence as learners
3. Stimulates students' thinking through classroom discussion and research activities
4. Identifies students' misconceptions and reteaches or extends teaching to meet individual and/or group needs
5. Has enthusiasm for subject matter and makes significant efforts to communicate that enthusiasm to students and colleagues;
6. Communicates clearly in writing and speaking, using precise language
7. Understands and demonstrates to students the relevance of the subject matter to life-long learning and inter-relationship of various curricula

B. The Library Media Specialist uses appropriate instructional techniques.

1. Uses a variety of teaching strategies such as project based learning, discussions, and technologies
2. Helps students plan strategies for acquiring, selecting, and evaluating information and demonstrating competency and mastery of new material
3. Uses a variety of appropriate materials to reinforce and extend skills, accommodate learning styles, and match instructional objectives

4. Encourages students to summarize important learnings and to integrate them with prior knowledge
5. Demonstrates a working knowledge of current educational research and information technology
6. Refines instructional strategies to increase student learning and foster confidence in a student's ability to learn
7. Provides opportunities for creativity
8. Uses a variety of questioning techniques to stimulate student participation, including those which encourage and guide critical and independent thinking and the development of ideas
9. Presents information recognizing multiple points of view; encourages students to assess the accuracy of information presented

#### IV. Effective Management

- A. The Library Media Specialist applies classroom management techniques to establish a positive and productive learning environment.
  1. Uses time and space productively and efficiently in order to promote optimal learning
  2. Maintains a high level of student participation and engagement with appropriate time on task
  3. Establishes procedures that ensure smooth transition from one activity to another
- B. The Library Media Specialist maintains and models appropriate standards of behavior, mutual respect, and safety.
  1. Encourages student achievement and responsibility by reinforcing desired student behaviors that demonstrate attitudes of fairness and respect
  2. Establishes and carries out reasonable and routine classroom rules and procedures
  3. Maintains appropriate professional boundaries with students

#### V. Promotion of High Standards and Expectations for Student Achievement

The Library Media Specialist works with the teacher to promote high standards and expectations for student achievement.

1. Communicates standards, expectations, and guidelines regarding the quality and quantity of students' work
2. Responds to students' answers in a timely and appropriate way
3. Encourages students to take risks and to persevere with challenging tasks

#### VI. Promotion of Equity and Appreciation of Diversity

The Library Media Specialist promotes equitable opportunities for student learning.

1. Provides opportunities for all students to participate in the library media center's activities
2. Demonstrates sensitivity to differences in abilities, gender, learning style, social and cultural backgrounds
3. Develops and implements educational and organizational strategies that are effective in meeting the needs of a diverse student body

#### VII. Fulfillment of Professional Responsibilities

The Library Media Specialist demonstrates a concern for professionalism.

1. Seeks out information and is receptive to suggestions for growth and improvement
2. Works collaboratively with other staff members to implement appropriate curricular and school related programs and non-classroom activities/ programs/ committees
3. Shares expertise and new ideas with students, colleagues and parents
4. Works constructively with others to identify school problems and suggest possible solutions
5. Meets deadlines and fulfills routine responsibilities
6. Observes established school system policies and procedures
7. Participates in appropriate self-development activities such as conferences, in-service training and professional study
8. Maintains appropriate professional behaviors in all interactions with students, parents, and colleagues
9. Articulates and models a vision of the library program that is integrated with all the school's instructional programs, provides intellectual and physical access to materials, emphasizes higher order thinking skills, manages networks of information resources and accommodates emerging information technologies

#### VIII. Effective Administration of the Library Media Center

The Library Media Specialist administers the Library Media Center effectively.

1. Manages systems necessary for effective operation of the Library Media Center
2. Trains and supervises Library Media Center staff
3. Develops and administers budgets
4. Maintains information for the community about school policies, curricula and programs
5. Collaborates with Cary Memorial Library staff

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## OCCUPATIONAL THERAPIST PERFORMANCE STANDARDS

### I. Currency in the Curriculum

The Occupational Therapist demonstrates competency in professional area.

1. Has in-depth knowledge in the field of occupational therapy
2. Is aware of current developments in occupational therapy and applies this in working with students and staff
3. Acts as a resource person for all students, staff and parents

### II. Effective Planning and Assessment

A. The Occupational Therapist plans instruction effectively.

1. Administers individual diagnostic assessments for varied purposes
2. Uses current established testing practices and procedures
3. Makes appropriate referrals for further evaluation
4. Observes and specifically describes student strengths, weaknesses, and therapeutic/instructional needs
5. Develops clearly stated measurable occupational therapy goals and objectives based on appropriate assessments and observations in accordance with the I.E.P.
6. Assists teachers as needed in selecting appropriate instructional materials and strategies

B. The Occupational Therapist provides effective assessment.

1. Correctly interprets and effectively communicates diagnostic assessments, testing data and relevant information on student progress to parents and staff
2. Continuously evaluates students' progress to adjust therapy procedures and goals
3. Assists teachers in adjusting instruction as needed
4. Provides opportunities for students to reflect on progress

### III. Effective Instruction

A. The Occupational Therapist communicates effectively with students.

1. Implements clear lesson objectives and communicates these to students
2. Promotes students' independence as learners through application of appropriate instructional models
3. Stimulates students' thinking and creativity through discussion and, where appropriate, writing activities
4. Uses effective questioning strategies to stimulate student participation
5. Deals effectively with student questions, responses, and confusions and remediates, reteaches or extends teaching to meet individual and /or group needs
6. Communicates clearly in writing, and in speaking using precise language
7. Has enthusiasm for subject matter and makes significant efforts to communicate that enthusiasm to students and colleagues
8. Interacts positively and productively with all students and teachers

B. The Occupational Therapist uses appropriate instructional techniques.

1. Uses a variety of appropriate material to reinforce and extend skills, accommodate learning styles and match I.E.P. objectives.
2. Sets short term and year long goals for mastery of goals and objectives
3. Encourages students to summarize important learnings and to integrate them with prior knowledge
4. Recognizes multiple points of view and encourages students to assess the accuracy of information presented
5. Identifies individual and group needs and plans the use of appropriate instructional strategies, materials and resources

### IV. Effective Occupational Therapy Management

A. The Occupational Therapist applies appropriate management techniques to establish a positive and productive learning environment.

1. Uses time and space productively and efficiently in order to promote optimal learning
2. Maintains a high level of student participation and engagement with appropriate time on task
3. Establishes procedures that ensure smooth transition from one activity to another

B. The Occupational Therapist maintains and models appropriate standards of behavior, mutual respect, and safety.

1. Establishes and carries out reasonable rules and procedures
2. Maintains appropriate professional boundaries with students

### V. Promotion of High Standards and Expectations for Student Achievement

The Occupational Therapist promotes high standards and expectations for student achievement.

1. Communicates standards, expectations, and guidelines regarding the quality and quantity of students' work to students, parents, and teachers
2. Accepts students' concerns and responds appropriately
3. Encourages students to take risks and to persevere with challenging tasks

VI. Promotion of Equity and Appreciation of Diversity

The Occupational Therapist promotes equitable opportunities for student learning.

1. Provides opportunities for all students to participate in the classroom
2. Demonstrates sensitivity to differences in abilities, gender, learning style, social and cultural background
3. Develops and implements therapeutic, educational, and organizational strategies that are effective in meeting the needs of a diverse student body

VII. Fulfillment of Professional Responsibilities

The Occupational Therapist demonstrates continuing concern for professionalism.

1. Actively engages in appropriate self-development activities such as conferences, in-service training and professional study
2. Works cooperatively with colleagues and supervisors to implement appropriate curricular and school related programs and non-classroom activities/ programs/ committees
3. Demonstrates an appropriate awareness of school programs and policies
4. Works constructively with others to identify school problems and suggest possible solutions
5. Meets deadlines and fulfills routine responsibilities
6. Observes established school system policies and procedures
7. Participates in appropriate self-development activities such as conferences, in-service training and professional study
8. Maintains appropriate professional behaviors in all interactions with students, parents, and colleagues

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**PSYCHOLOGIST PERFORMANCE STANDARDS**

I. Currency in the Professional Area

The psychologist demonstrates competency in professional areas.

1. Has an appropriate in-depth knowledge of psychology
2. Exhibits current awareness of sound psychological principles and practices in evaluation, consultation and counseling
3. Acts as a resource person for students, colleagues and parents in psychological matters
4. Contributes to ongoing evaluation of educational practices

II. Effective Planning and Assessment

A. The psychologist selects appropriate materials, methods, and resources to assist students in achieving learning and behavioral objectives.

1. Refers students to appropriate in-school support personnel as needed
2. Provides recommendations to staff and parents to improve students' strategies in dealing with academic and behavioral issues
3. Where appropriate, refers students and their families to outside resources

B. The psychologist establishes psychological objectives consistent with student needs.

1. Uses currently available psychological findings to make appropriate recommendations for provision of services to students
2. States objectives clearly and conveys the meaning of these objectives
3. Demonstrates concern for the affective, behavioral, and medical as well as the cognitive aspects of student learning

C. The psychologist assesses, describes, and communicates effectively student needs, strengths, weaknesses, interests, and progress.

1. Communicates clearly to students the standards and evaluative methods that will be used
2. Applies relevant information from student records
3. Consults with appropriate school personnel, parents, and other agencies and individuals outside the school in planning for students
4. Is perceptive in observing and specific in describing student behavior
5. Effectively evaluates and communicates student functioning to students, parents, staff and other appropriate liaisons
6. Provides written comprehensive documentation of testing

III. Effective Communication

- A. The psychologist interacts and communicates positively and productively with students in groups and individual settings.
  - 1. Explains importance of assessments and employs positive expectations to achieve desired outcomes
  - 2. Provides students opportunities to meet for review of evaluations and follow-up as needed
  - 3. Listens and responds appropriately to students
  - 4. Maintains appropriate professional boundaries with students
- B. The psychologist interacts and communicates positively and productively with parents and staff in groups and individual settings.
  - 1. Listens and responds appropriately to staff, parents, and outside contacts
  - 2. Communicates psychological findings clearly in writing and speaking, using precise language
- IV. Effective Management
 

The psychologist demonstrates effective practices.

  - 1. Employs and/or adopts appropriate psychological material and practices in evaluation, consultation, and counseling
  - 2. Deals sensitively and effectively with the perceptions and reactions of the student, the parents, the staff, and other professionals
  - 3. Uses time productively and efficiently
- V. Promotion of High Standards and Expectations for Student Achievement
 

The psychologist promotes high standards and expectations for student functioning.

  - 1. Communicates standards, expectations, and guidelines regarding the quality and quantity of student achievement and behavior
  - 2. Encourages students to take risks and persevere with challenging tasks
- VI. Promotion of Equity and Appreciation of Diversity
 

The psychologist promotes equitable opportunities and appreciation of diversity for all students.

  - 1. Demonstrates sensitivity to differences in abilities, gender, learning styles, social and cultural background
  - 2. Develops and implements educational and psychological strategies that are effective in meeting the needs of a diverse student body
  - 3. Encourages student responsibility by reinforcing desired student behaviors that demonstrate attitudes of fairness and respect
- VII. Fulfillment of Professional Responsibilities
 

The psychologist demonstrates continuing concern for professionalism.

  - 1. Participates in appropriate professional development activities such as conferences, in-service training and study of journals, etc.
  - 2. Observes established school system policies and procedures
  - 3. Meets deadlines and fulfills routine responsibilities
  - 4. Works cooperatively with colleagues and supervisors to implement appropriate curricular and school related programs and non-classroom activities/ programs/ committees
  - 5. Demonstrates appropriate awareness of school program and policies in interactions with parents
  - 6. Maintains appropriate professional behavior in all interactions with students, parents, and colleagues

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**SCHOOL NURSE PERFORMANCE STANDARDS**

- I. Currency in School Health
 

The school nurse demonstrates competency in the area of school health.

  - 1. Has an appropriate in-depth knowledge of school nursing practice
  - 2. Acts as a health resource person for students, colleagues, and parents
  - 3. Contributes to the ongoing evaluation of the health services program
  - 4. Keeps current in the field and applies knowledge to the health care of students and staff
  - 5. Demonstrates an interest in and concern for the prevention of disease and promotion of health
- II. Effective Planning and Assessment of Student Health Status
  - A. The school nurse plans for health care needs effectively.
    - 1. Sets short term and year long goals for health care needs of students
    - 2. Identifies individual needs and plans for the use of appropriate nursing care
    - 3. Uses resources, including technologies, that are appropriately matched to nursing interventions and to individual student health needs
    - 4. Seeks out and collaborates with other school based nurses, specialists, and administrators to better design modifications to meet the special health needs of students

5. Plans for students to increase responsibility for their own health needs
  - B. The school nurse provides effective assessment of student health status.
    1. Compares intended and actual health outcomes
    2. Schedules time for interaction with the student regarding health issues
    3. Regularly provides feedback to students on their progress
    4. Implements innovative approaches to health assessment
    5. Keeps parents informed of student's health status and works with them to meet the total health needs of the student.
- III. Effective Instruction
- A. The school nurse communicates effectively with students.
    1. Implements clear health care objectives and communicates these to students
    2. Promotes students' independence as learners with regard to health issues
    3. Identifies confusions and misconceptions as indicated by student responses and regular assessment strategies to health care. Remediates, reteaches, or extends teaching to meet individual and/or group health needs
    4. Has enthusiasm for school nursing and preventive health care and makes significant efforts to communicate that enthusiasm to students and colleagues
    5. Communicates clearly in writing and speaking, using precise language
    6. Understands and demonstrates to students the relevance of their health status to their life
  - B. The school nurse uses appropriate instructional techniques.
    1. Uses a variety of strategies for individualized health teaching
    2. Uses appropriate materials to reinforce health care needs to accommodate learning styles
    3. Encourages students to summarize important health knowledge and to integrate it with prior knowledge
    4. Demonstrates a working knowledge of current school nursing research
    5. Uses a variety of questioning techniques to encourage student participation, including those which encourage self care and independent evaluation of their health issues
- IV. Effective Health Room Management
- A. The school nurse establishes a positive health room environment.
    1. Uses time and health room space productively and efficiently
    2. Maintains a high level of student participation and engagement in their own health care
  - B. The school nurse maintains and models appropriate standards of behavior, mutual respect, and safety.
    1. Encourages student responsibility by reinforcing desired student behaviors that demonstrate attitudes of fairness and respect
    2. Establishes and carries out reasonable and routine health room rules and procedures
    3. Maintains appropriate professional boundaries with students
    4. Handles sensitive information with discretion
- V. Promotion of Equity and Appreciation of Diversity
- The school nurse strives to ensure equitable treatment and care of all students.
1. Demonstrates sensitivity to differences in gender, social and cultural backgrounds
  2. Develops and implements health programs that are effective in meeting the needs of a diverse student body
- VI. Fulfillment of Professional Responsibilities
- The school nurse demonstrates continuing concern for professionalism.
1. Seeks out information and is receptive to suggestions for growth and improvement
  2. Works collaboratively with other staff members to implement appropriate nursing programs and non-classroom activities/ programs/ committees
  3. Shares expertise and new ideas with colleagues
  4. Works constructively with others to identify school health problems and suggest possible solutions.
  5. Meets deadlines and fulfills routine responsibilities
  6. Observes established school system policies and procedures
  7. Participates in appropriate self-development activities such as conferences, in-service training and professional study
  8. Maintains appropriate professional behaviors in all interactions with students, parents, and colleagues

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## **SPECIAL EDUCATION TEACHER PERFORMANCE STANDARDS**

### I. Currency in the Curriculum

The teacher demonstrates competency in special education practices.

1. Has an appropriate in-depth knowledge of special education practices
2. Acts as a resource person for students, colleagues and parents in special education matters
3. Keeps current in the field through professional development activities

### II. Effective Planning and Assessment of Curriculum and Instruction for Special Needs Students

#### A. The special needs teacher plans instruction effectively.

1. Sets short term and year long goals for special education students through the education plan
2. Identifies and plans the use of appropriate instructional strategies
3. Uses materials and resources, including technologies that enhance learning

#### B. The teacher provides effective assessment of student learning.

1. Regularly provides feedback to students on their progress
2. Implements varied approaches to classroom assessments
3. Keeps parents informed of student's progress and works with them to aid in the development of the student
4. Is familiar with relevant information from student records and consults with appropriate personnel
5. Observes and describes student behavior as needed

#### C. The teacher participates on the school evaluation team.

1. Selects appropriate tests and measures as part of the evaluation process
2. Provides written documentation of testing
3. Contributes to education plans, semi-annual reports and parent conferences as appropriate

### III. Effective Instruction

#### A. The teacher communicates effectively with students.

1. Implements clear lesson objectives and communicates these to students
2. Promotes students' independence as learners
3. Stimulates students' thinking through classroom discussion and activities, when appropriate
4. Remediates, reteaches or extends teaching to meet individual and/or group needs
5. Communicates clearly

#### B. The teacher uses appropriate instructional techniques, materials and resources to assist students in achieving Individual Education Plan (IEP) objectives.

1. Provides for individual differences in student learning rates, styles, abilities and interests by such means as differentiating instruction, grouping, materials and assignments
2. Refers students to appropriate support personnel as needed
3. Uses a variety of instructional materials and strategies
4. Consults with classroom teachers about curriculum modifications
5. Provides recommendations to staff and parents to improve students' strategies in dealing with academic and/or behavioral issues
6. When appropriate, encourages creativity and independent thinking

### IV. Effective Classroom Management

#### A. The teacher applies classroom management techniques to establish a positive and productive learning environment

1. Uses time productively and efficiently
2. Reinforces desired student behaviors
3. Establishes and carries out reasonable rules and procedures
4. Uses available space effectively

#### B. The teacher maintains and models appropriate standards of behavior, mutual respect, and safety

1. Encourages student attitudes of fairness and respect
2. Maintains appropriate professional boundaries with students

### V. Promotion of High Standards and Expectations for Individual Student Achievement Based on Student's Learning Profile and Educational Plan

The teacher promotes high standards and expectations for student achievement based on the student's learning profile and educational plan

1. Communicates standards, expectations, and guidelines regarding the quality of student's work
2. Responds to student's answers and work in a timely and appropriate way
3. Encourages student to take risks

### VI. Promotion of Equity and Appreciation of Diversity

The teacher promotes equitable opportunities for student learning



1. Provides opportunities for all students to participate in the classroom
2. Demonstrates sensitivity to differences in abilities, gender, learning style, social and cultural background
3. Develops and implements educational and organizational strategies that are effective in meeting the needs of a diverse student body

VII. Fulfillment of Professional Responsibilities

The teacher demonstrates continuing concern for professionalism

1. Seeks out information and is receptive to suggestions
2. Works collaboratively with other staff members to implement appropriate curricular and school related programs and non-classroom activities/ programs/ committees
3. Shares expertise and new ideas with colleagues
4. Meets deadlines and fulfills routine responsibilities
5. Observes established school system policies and procedures
6. Participates in appropriate self-development activities such as conferences, in-service training and professional study
7. Maintains appropriate professional behaviors in all interactions with students, parents and colleagues

**SPEECH AND LANGUAGE PATHOLOGIST PERFORMANCE STANDARDS**

I. Currency in the Curriculum

The Speech/Language Pathologist demonstrates competency in subject areas.

1. Has in-depth knowledge in the field of Speech/Language Pathology
2. Is aware of current developments in Speech/Language Pathology and applies this awareness in working with students and staff
3. Acts as a subject area resource person for students, teachers, curriculum personnel, principals, and parents

II. Effective Planning and Assessment of Curriculum and Instruction

A. The Speech/Language Pathologist plans instruction effectively

1. Sets and writes goals and objectives for annual Individual Educational Plans and informs classroom teachers of them
2. Assists teachers in planning for adjustment in instruction as needed, and in selecting appropriate instructional materials and strategies
3. Uses materials and resources, including technologies, that are appropriately matched to student needs

B. The Speech/Language Pathologist provides effective assessment of student learning.

1. Administers individual, diagnostic assessments of students' speech and language skills, and uses current, established testing practices and procedures, as well as innovative approaches to assessment
2. Makes appropriate referrals for further evaluation
3. Is specific in describing student strengths, weaknesses, and therapeutic/instructional needs in written reports
4. Correctly interprets and effectively communicates testing data to parents and staff
5. Continuously evaluates students' progress to adjust therapeutic procedures and goals; and provides opportunities for students to reflect on progress

C. Participates on the school evaluation team.

1. Selects appropriate tests and measures as part of the evaluation process
2. Provides written documentation of testing
3. Contributes to education plans, semi-annual reports and parent conferences as appropriate

III. Effective Instruction

A. The Speech/Language Pathologist communicates effectively with students

1. Implements clear lesson objectives and communicates these to students
2. Encourages students' independence as learners and makes repeated efforts to support them in achieving their learning goals
3. Communicates clearly in writing and speaking, using language appropriately matched to student needs
4. Communicates positive expectations in all interactions with students, classroom teachers, and parents
5. Has enthusiasm for subject matter and makes efforts to communicate that enthusiasm to students and colleagues

- B. The Speech/Language Pathologist uses appropriate instructional techniques.
1. Employs sound therapeutic practice, as well as varied instructional strategies in small group and individual settings
  2. Promotes students' independence as learners through application of instructional models
  3. Stimulates students' thinking and creativity through all communication channels as appropriate to the communication disorder
  4. Assists classroom teachers in providing options for students with communication disorders to demonstrate competency and mastery of new material in a variety of ways
  5. Demonstrates a working knowledge of current research
  6. Uses varied and effective communication strategies to stimulate student participation
  7. Deals effectively with student questions, responses, and confusions
  8. Remediates, reteaches or extends teaching to meet individual needs
  9. Encourages students to summarize important learnings when possible, and to integrate them with prior knowledge
  10. Presents information recognizing multiple points of view, and encourages students to assess the accuracy of information presented

#### IV. Effective Classroom Management

- A. The Speech/Language Pathologist applies classroom management techniques to establish a positive and productive learning environment.
1. Uses available instructional time productively and efficiently
  2. Arranges and uses available instructional space, furnishings and display areas to facilitate and enhance learning as physical circumstances permit
  3. Encourages student achievement and responsibility by reinforcing desired student behaviors to promote a high level of student participation and appropriate time on task
  4. Establishes procedures that ensure smooth transitions from one activity to another
  5. Is available and prepared for staffing and screenings as needed
  6. Maintains accurate records of student progress
- B. The Speech/Language Pathologist maintains and models appropriate standards of behavior, mutual respect, and safety
1. Encourages student achievement and responsibility by reinforcing desired student behaviors which demonstrate attitudes of fairness and respect
  2. Establishes and carries out reasonable rules and procedures
  3. Maintains appropriate professional boundaries with students

#### V. Promotion of High Standards and Expectations for Student Achievement

The Speech/Language Pathologist promotes high standards and expectations for student achievement.

1. Communicates standards, expectations, and guidelines regarding the quality and quantity of students' work to students and parents
2. Is receptive to student concerns and responds appropriately
3. Encourages students to take risks and to persevere with challenging tasks

#### VI. Displays Promotion of Equity and Appreciation of Diversity

The Speech/Language Pathologist promotes equitable opportunities for student learning.

1. Provides opportunities for all students to participate in the classroom
2. Demonstrates sensitivity to differences in abilities, gender, learning style, social and cultural backgrounds
3. Develops and implements educational and organizational strategies that are effective in meeting the needs of a diverse student body

#### VII. Fulfillment of Professional Responsibilities

The Speech/Language Pathologist demonstrates continuing concern for professionalism.

1. Seeks out information and is receptive to suggestions for growth and improvement
2. Works collaboratively with other staff members to implement appropriate curricular and school related programs and non-classroom activities/ programs/ committees
3. Shares expertise and new ideas with colleagues
4. Works constructively with others to identify school problems and suggest possible solutions
5. Meets deadlines and completes routine responsibilities
6. Engages in appropriate self-development activities such as conferences, in-service training, and professional study to maintain and extend subject area expertise
7. Observes established school system policies and procedures
8. Maintains appropriate professional behavior in all interactions with students, parents, and colleagues

# Appendix B

## Templates and Forms

- Observation Report p.50
- Final Evaluation: Narrative-Only Form p.50
- Final Evaluation: Check-Off Form p.51
- Professional Growth Plan p.52
- Final Report on Professional Growth Plan p.52
- Suggested Professional Growth Plans p.53
- Extra-Duty Stipend Data Sheet p.54
- Sample Extra-Duty Student Feedback Form p.54
- Chart of Evaluation Responsibilities p.54

LEXINGTON PUBLIC SCHOOLS

OBSERVATION FORM

NAME: SCHOOL:  
SUBJECT: GRADE LEVEL:  
DATE AND TIME OF OBSERVATION:  
LOCATION/SETTING:  
NO. OF STUDENTS: NO. OF I.E.P.'S:

OBSERVATION RECORD:

COMMENDATIONS AND/OR RECOMMENDATIONS:

DATES AND DURATION OF CONFERENCES:

EVALUATOR'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

EVALUATEE'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

=====

**FINAL EVALUATION: NARRATIVE-ONLY FORM**

(This template is for illustrative purposes and is based on the Teacher Performance Standards. For each set of performance standards found in Appendix A, there is a corresponding Final Evaluation: Narrative-Only Form.)

LEXINGTON PUBLIC SCHOOLS

NAME: SCHOOL:  
DATE: EVALUATOR(S):

GR /SUB: TOTAL NO. OF OBSERVATIONS:  
NO. OF YEARS IN LEXINGTON: IN PRESENT POSITION:  
PRE-PROFESSIONAL STATUS: YEAR 1 \_\_\_ YEAR 2 \_\_\_ YEAR 3 \_\_\_  
PROFESSIONAL STATUS: TIER 1: COMPREHENSIVE \_\_\_ FOCUSED \_\_\_ TIER 2 \_\_\_

I. CURRENCY IN THE CURRICULUM  
Commendations and/or Recommendations

II. EFFECTIVE PLANNING AND ASSESSMENT OF CURRICULUM AND INSTRUCTION  
Commendations and/or Recommendations

III. EFFECTIVE INSTRUCTION  
Commendations and/or Recommendations

IV. EFFECTIVE CLASSROOM MANAGEMENT  
Commendations and/or Recommendations

V. PROMOTION OF HIGH STANDARDS AND EXPECTATIONS FOR STUDENT  
ACHIEVEMENT  
Commendations and/or Recommendations

VI. PROMOTION OF EQUITY AND APPRECIATION OF DIVERSITY  
Commendations and/or Recommendations

VII. FULFILLMENT OF PROFESSIONAL RESPONSIBILITIES  
Commendations and/or Recommendations

DATES AND DURATION OF CONFERENCES

RECOMMENDATION:

PRE-PROFESSIONAL STATUS PROFESSIONAL STATUS

- |  |  |                                 |
|--|--|---------------------------------|
| <input type="checkbox"/> Second Appointment  | TIER 1   | TIER 2                          |
| <input type="checkbox"/> Third Appointment   | <input type="checkbox"/> Normal Increment/Increase | <input type="checkbox"/> Year 1 |
| <input type="checkbox"/> Professional Status | <input type="checkbox"/> Recommend to tier 2       | <input type="checkbox"/> Year 2 |
| <input type="checkbox"/> Non-reappointment   | <input type="checkbox"/> Restore tier 1            |                                 |
|  | <input type="checkbox"/> Withhold Increment        |                                 |
|  | <input type="checkbox"/> Dismissal                 |                                 |

EVALUATOR'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TEACHER COMMENTS (Optional)

I have read this evaluation, a conference has been held with the evaluator, and the stated number of visits and hours are correct.

STAFF MEMBER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

The staff member's signature does not imply agreement with the evaluation. The teacher has the right and is encouraged to comment on this evaluation.

**FINAL EVALUATION: CHECK-OFF FORM**

(For illustrative purposes, only the first and last sections of this form are included. For each set of performance standards found in Appendix A, there is a corresponding Final Evaluation Check-Off Form.)

**LEXINGTON PUBLIC SCHOOLS: Classroom Teacher Final Evaluation**

Teacher: \_\_\_\_\_ Date: \_\_\_\_\_  
 School: \_\_\_\_\_ Evaluator (s): \_\_\_\_\_  
 Grade/Subject: \_\_\_\_\_ Status: \_\_\_\_\_ Year/Cycle: \_\_\_\_\_

Met or Surpassed    Partially Attained    Not Attained    NA/NO (not applicable/not observed)

**I. Currency in the Curriculum**

*The teacher demonstrates competency in subject area(s).*

- |                          |                          |                          |                          |  |
|--------------------------|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | A. Has an appropriate in-depth knowledge of subject matter                       |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | B. Acts as a subject area resource person for students                           |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | C. Contributes to the ongoing evaluation of the curriculum                       |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | D. Keeps current in the field and applies knowledge to the instructional program |

(Continue with Remainder of Performance Standards as found in Appendix A)

DATES AND DURATIONS OF CONFERENCES AND OBSERVATIONS:

STANDARDS "NOT ATTAINED": Evaluators must explain the reasons for each such assessment and also provide examples/suggestions for improvement.

COMMENDATIONS/RECOMMENDATIONS

|   |                     |        |
|---|---------------------|--------|
| Pre-Professional Status                     | Professional Status |        |
| <input type="checkbox"/> Second Appointment | TIER 1              | TIER 2 |

- Third Appointment
- Professional Status
- Not Reappointed

- Normal Increment
- Withhold Increment
- Tier 2 Warning
- Tier 2 Placement

- Year 1
- Year 2
- Return to Tier 1
- Dismissal

EVALUATOR'S (S') SIGNATURE (S)

\_\_\_\_\_ DATE \_\_\_\_\_

TEACHER'S COMMENTS (Optional but encouraged)

TEACHER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

=====

**PROFESSIONAL GROWTH PLAN**

NAME \_\_\_\_\_ SCHOOL \_\_\_\_\_ Date \_\_\_\_\_

Check one: Year 2 - Collaborative Year \_\_\_\_ OR Year 4 - Individual Study Year \_\_\_\_

**PROPOSAL** \_\_\_\_\_

1. GOALS: State the goals of the proposal as related to the comprehensive evaluation. (Note: During Year 4, the goals need not be directly linked to the comprehensive evaluation.)
2. ACTIONS: State the actions or procedures planned to accomplish the goals.
3. TIME LINE: State the time line for completion.
4. EVIDENCE: Describe the evidence to be provided to demonstrate completion.
5. COLLABORATING PROFESSIONALS: Identify the collaborating teachers or other professionals involved in the proposal. Describe their roles and responsibilities. (Note: Collaboration is optional during Year 4: Individual Study)
6. ADMINISTRATIVE SUPPORT: Indicate, if any, the type of support (materials, time, staff development meetings) which might be needed from the administration to complete the proposal.

Date of conference \_\_\_\_\_

Staff Member's Signature \_\_\_\_\_ Date \_\_\_\_\_

Evaluator's(s') Signature(s) \_\_\_\_\_ Date \_\_\_\_\_

=====

**FINAL REPORT on PROFESSIONAL GROWTH PLAN**

Check one: Year 2 - Collaborative Year \_\_\_\_ OR Year 4 - Individual Study \_\_\_\_

NAME \_\_\_\_\_ SCHOOL \_\_\_\_\_ Date \_\_\_\_\_

Report on your professional growth by commenting on the relevant aspects of your Professional Growth Plan. For example: Did you achieve your goals? Did the actions/procedures go according to plan? Have you provided the evidence required? How did the planned collaboration actually work? Were there sufficient time and support?

After addressing the implementation of the plan, make an assessment of the knowledge and/or skills you gained during the year. You might consider questions such as these: What did you learn and how will this knowledge impact on your professional performance? How will the year's professional growth activities affect future goal setting? What

new or improved skills will make you a better professional, and how might you share them in future collaborative roles?

N.B The staff member and the evaluator(s) should sign and date this final report which will be attached to the Professional Growth Plan and placed in the staff member's personnel file.

Date of conference \_\_\_\_\_

Staff Member's Signature \_\_\_\_\_

Date \_\_\_\_\_

Evaluator's(s) Signature(s) \_\_\_\_\_

Date \_\_\_\_\_

=====

**Suggestions for a Professional Growth Plan**

NOTE: Most of these suggestions can be tailored to fit staff members' needs and desires, and to satisfy the requirements of either a Collaborative Year or an Individual Study Year.

PEER OBSERVATION: Teachers agree to observe each other's classes several times during the year and provide and receive feedback important to their goals.

STUDY GROUPS: Teachers meet with colleagues in groups to learn new strategies, experiment with these strategies and share the results of their experiments, and to problem solve. Study groups can be developed to feature content which would support a teacher's goals.

FIELD BASED RESEARCH: A teacher develops a hypothesis and a research project to test that hypothesis. A teacher might propose the hypothesis that the use of cooperative learning strategies will improve student achievement in U.S. history. The teacher can then identify a section or sections in which to use the strategy and measure student achievement. Findings could be briefly presented in a paper and discussed with other teachers.

ANALYSIS OF A PORTFOLIO OF ARTIFACTS: A teacher could develop a file of appropriate artifacts/documents in order to analyze certain relationships, such as between the instructional strategies used and student achievement. A final report could be prepared and shared with other teachers.

PREPARING AND PRESENTING A STAFF DEVELOPMENT PROGRAM: A teacher with interest and expertise in a particular area of instruction could develop and present a program on the topic to other interested staff. The presentation should include what participants will know or be able to do as a result of participating in the program, why it is important to learn it, and how it relates to student learning.

PREPARING AND PRESENTING A PARENT EDUCATION PROGRAM: This is similar to the development of a staff development program, but specifically designed to attract parents. Topics such as how to help children with their homework or how to help children become better readers are only two of many possibilities.

TEAM TEACHING WITH AN ADMINISTRATOR, PRINCIPAL, OR ANOTHER PROFESSIONAL: The "team" would create, teach, and evaluate an integrated unit of instruction. All involved share responsibility and work together to assess the unit by identifying its problems and successes.

SELF-ANALYSIS OF VIDEOTAPES: A teacher could videotape several lessons during the course of the year, analyze the lessons, and write up an assessment on the effectiveness of each.

MENTORING: A teacher could develop and/or extend mentoring relationships throughout the school. The mentoring process should include observing the new teacher at several points during the year, providing feedback, being observed by the new teacher, and holding frequent discussions about teaching.

CURRICULUM OR INSTRUCTIONAL STRATEGY DEVELOPMENT: A group of teachers could develop and then pilot a substantively new curriculum based on state and/or local goals or requirements. A thorough process of assessing the pilot program must be prepared, implemented, and written up. Or the teachers could apply an instructional strategy such as cooperative learning to a new curriculum or to where it has not been previously used. A plan to assess the effectiveness must be prepared, implemented, and written up.

COURSE WORK: A teacher could participate in substantive in-service professional development and/or take a course.

SUBMISSION OF ARTICLES FOR PUBLICATION: A teacher could prepare and present one or more articles on instruction and/or curriculum for publication in professional journals.

OTHER: (Subject to administrative review and approval)

=====

**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 C

## SALARY SCHEDULES

- Unit A Salary Schedules p.58
- Extra-Duty Stipends p.59
- Coaching Levels and Salaries p.60

## Unit A Salary Schedules

| 2012-2013 | B      | M      | M+15   | M+30   | M+45   | D      | D+30   |
|-----------|--------|--------|--------|--------|--------|--------|--------|
| 1         | 44,560 | 47,311 | 48,716 | 50,098 | 51,503 | 52,944 | 54,693 |
| 2         | 46,196 | 49,033 | 50,473 | 51,857 | 53,322 | 54,763 | 56,216 |
| 3         | 47,137 | 50,125 | 51,601 | 53,020 | 54,556 | 56,066 | 57,509 |
| 4         | 48,054 | 51,195 | 52,730 | 54,230 | 55,776 | 57,382 | 58,836 |
| 5         | 49,114 | 52,477 | 54,060 | 55,687 | 57,375 | 59,028 | 60,470 |
| 6         | 50,790 | 54,458 | 56,193 | 57,903 | 59,754 | 61,572 | 62,999 |
| 7         | 52,759 | 56,864 | 58,729 | 60,618 | 62,612 | 64,583 | 66,017 |
| 8         | 55,688 | 60,342 | 62,418 | 64,516 | 66,745 | 68,983 | 70,418 |
| 9         | 59,116 | 64,456 | 66,778 | 69,087 | 71,594 | 74,124 | 75,557 |
| 10        | 63,085 | 69,160 | 71,703 | 74,326 | 77,148 | 80,028 | 81,451 |
| 11        | 67,497 | 74,402 | 77,316 | 80,185 | 83,438 | 86,633 | 88,102 |
| 12        | 72,879 | 82,209 | 84,232 | 87,478 | 91,228 | 94,978 | 96,457 |

| 2013-2014 | B      | M      | M+15   | M+30   | M+45   | D      | D+30   |
|-----------|--------|--------|--------|--------|--------|--------|--------|
| 1         | 45,006 | 47,784 | 49,203 | 50,599 | 52,018 | 53,473 | 55,240 |
| 2         | 47,116 | 50,301 | 51,772 | 53,288 | 54,854 | 56,454 | 58,228 |
| 3         | 48,588 | 51,576 | 53,052 | 54,471 | 56,007 | 57,517 | 58,960 |
| 4         | 49,505 | 52,646 | 54,181 | 55,681 | 57,227 | 58,833 | 60,287 |
| 5         | 50,565 | 53,928 | 55,511 | 57,138 | 58,826 | 60,479 | 61,921 |
| 6         | 52,241 | 55,909 | 57,644 | 59,354 | 61,205 | 63,023 | 64,450 |
| 7         | 54,210 | 58,315 | 60,180 | 62,069 | 64,063 | 66,034 | 67,468 |
| 8         | 57,139 | 61,793 | 63,869 | 65,967 | 68,196 | 70,434 | 71,869 |
| 9         | 60,567 | 65,907 | 68,229 | 70,538 | 73,045 | 75,575 | 77,008 |
| 10        | 64,536 | 70,611 | 73,154 | 75,777 | 78,599 | 81,479 | 82,902 |
| 11        | 68,948 | 75,853 | 78,767 | 81,636 | 84,889 | 88,084 | 89,553 |
| 12        | 74,511 | 84,050 | 86,119 | 89,438 | 93,272 | 97,106 | 98,618 |

| 2014-2015 | B      | M      | M+15   | M+30   | M+45   | D      | D+30    |
|-----------|--------|--------|--------|--------|--------|--------|---------|
| 1         | 45,456 | 48,262 | 49,695 | 51,105 | 52,538 | 54,008 | 55,792  |
| 2         | 47,661 | 50,882 | 52,369 | 53,903 | 55,487 | 57,105 | 58,901  |
| 3         | 49,972 | 53,644 | 55,187 | 56,855 | 58,602 | 60,380 | 62,182  |
| 4         | 51,460 | 54,601 | 56,136 | 57,636 | 59,182 | 60,788 | 62,242  |
| 5         | 52,520 | 55,883 | 57,466 | 59,093 | 60,781 | 62,434 | 63,876  |
| 6         | 54,196 | 57,864 | 59,599 | 61,309 | 63,160 | 64,978 | 66,405  |
| 7         | 56,165 | 60,270 | 62,135 | 64,024 | 66,018 | 67,989 | 69,423  |
| 8         | 59,094 | 63,748 | 65,824 | 67,922 | 70,151 | 72,389 | 73,824  |
| 9         | 62,522 | 67,862 | 70,184 | 72,493 | 75,000 | 77,530 | 78,963  |
| 10        | 66,491 | 72,566 | 75,109 | 77,732 | 80,554 | 83,434 | 84,857  |
| 11        | 70,903 | 77,808 | 80,722 | 83,591 | 86,844 | 90,039 | 91,508  |
| 12        | 76,530 | 86,328 | 88,453 | 91,862 | 95,800 | 99,738 | 101,291 |

**EXTRA DUTY STIPENDS (Subject to availability of funds)**

- Effective on the first day of the 2012-2013 school year, Increase by 2%
- Effective on the first day of the 2013-2014 school year, Increase by 2.25%
- Effective on the first day of the 2014-2015 school year, Increase by 2.75%

**2012 – 2013 SCHOOL YEAR**

|  |   |   |
|--|---|---|
| <b>Level 1: \$7,545</b>  | HS Science Team *   | HS Math Team*   |
| <b>Level 2: \$5,468</b>  | Policy Debate Director<br>Music Director – HS Musical (1 per production/year)*<br>Stage Director - HS Musical (1 per production/year)*<br>Marching Band *   | Lincoln-Douglas Debate Director   |
| <p>* The dollar amounts listed are the total of the yearly stipends for the Director of the activity and any Assistant Directors. The Director will determine the need for and the number of any Assistants. Assistants must be paid minimally at level 6, but may receive more as determined by the Director of the activity.</p> |   |   |
| <b>Level 3: \$3,489</b>  | HS Yearbook<br>Middle School Math Coach (one at Clarke and one at Diamond)<br>Policy/Lincoln-Douglas Debate Coach   | College Testing   |
| <b>Level 4: \$2,078</b>  | MS Science Team<br>Assistant Policy Debate Coach<br>HS Newspaper<br>HS Drama Club<br>Model United Nations   | Middle School Science Fair<br>Pit Orchestra<br>HS Science Fair<br>Assistant Lincoln-Douglas Debate Coach  |
| <b>Level 5: \$1,859</b>  | Elementary Music/Drama<br>HS Class Advisor<br>Foreign Exchange Hosting<br>MS Study Skills<br>MS Team Leader<br>Middle C's at Clarke<br>Shakespeare Players at Bridge<br>HS Science Fair Assistant<br>HS Emerson Theatre Festival<br>SSD (Standardized Testing) Coordinator for Student with Special Needs<br>Facilitator of Professional Development & Department Activities for Library & Media Services | MS Science Fair<br>MS Student Council<br>Foreign Exchange Abroad<br>HS National Honor Society<br>METCO Homework Club at Diamond<br>D-Minors at Diamond<br>Primary Drama Club at Bridge<br>Diamond After-School Math Tutor |
| <b>Level 6: \$929</b>  | MS Yearbook<br>Elementary Library Page Webmaster  | MS Publications   |
| <b>Level 7: \$137</b>  | FL Exam Coordinator: per language   |   |

**Additional Stipends**

Chemical Safety Officer – \$2,218  
Mentor-Content Coach Committee – \$529  
Mentor – \$1,056  
Content Coach – \$1,056  
Mentor Coach Coordinator – \$3,168  
METCO Extended Learning Program Coordinator – \$3,168  
METCO Extended Learning Program Teachers – \$4,647  
AIMSWeb Building Data Manager – \$2,218 (1 per Elementary School)  
Stage/Musical Director – MS Drama/Musical (1 production/year) - \$4,225  
Stage Director – HS Drama (1 production/year) - \$4,225  
METCO Extended Day Facilitator - \$3,488

## COACHES SALARIES

- Effective on the first day of the 2012-2013 school year, Increase by 2%
- Effective on the first day of the 2013-2014 school year, Increase by 2.25%
- Effective on the first day of the 2014-2015 school year, Increase by 2.75%

### Coaches' Salary Guide 2012-2013

|    | <u>I</u>          |    | <u>IA</u>        |    | <u>II</u>        |    | <u>III</u>      |    | <u>IV</u> |    | <u>V</u> |    | <u>VI</u> |
|----|-------------------|----|------------------|----|------------------|----|-----------------|----|-----------|----|----------|----|-----------|
| 1  | 5783              | 1  | 6468             | 1  | 4694             | 1  |                 | 1  |           | 1  |          | 1  |           |
| 2  | 6223              | 2  | 6907             | 2  | 5049             | 2  | 3864            | 2  |           | 2  |          | 2  |           |
| 3  | 6663              | 3  | 7347             | 3  | 5404             | 3  | 4220            | 3  | 3036      | 3  |          | 3  |           |
| 4  | 7102              | 4  | 7786             | 4  | 5760             | 4  | 4577            | 4  | 3390      | 4  | 2682     | 4  |           |
| 5  | 7542              | 5  | 8224             | 5  | 6114             | 5  | 4930            | 5  | 3746      | 5  | 3036     | 5  | 2443      |
| 6  | 7982              | 6  | 8665             | 6  | 6471             | 6  | 5286            | 6  | 4100      | 6  | 3390     | 6  | 2798      |
| 7  | 8420              | 7  | 9104             | 7  | 6825             | 7  | 5642            | 7  | 4456      | 7  | 3746     | 7  | 3153      |
| 8  | 8859              | 8  | 9543             | 8  | 7182             | 8  | 5994            | 8  | 4811      | 8  | 4100     | 8  | 3509      |
| 9  | 9297              | 9  | 9982             | 9  | 7537             | 9  | 6352            | 9  | 5165      | 9  | 4456     | 9  | 3864      |
| 10 | 9735              | 10 | 10419            | 10 | 7892             | 10 | 6710            | 10 | 5523      | 10 | 4811     | 10 | 4220      |
|    | Level VII: 3397   |    | Level VIIA: 3909 |    | Level VIII: 1585 |    | Level IX: 1132  |    |           |    |          |    |           |
|    | Level X: 169/week |    | Level XI: 1196   |    | Level XII: 1816  |    | Level XIII: 306 |    |           |    |          |    |           |

### COACHES' SALARY GROUPS

#### Level I

Head Football

#### Level IA

Athletic Trainer (per season, paid biweekly)

\*including additional grant funding for concussion mgmt

#### Level II (Head Coaches)

Basketball

Ice Hockey

#### Level III (Head Coaches)

Baseball

Field Hockey

Indoor Track

Lacrosse

Outdoor Track

Soccer

Softball

Volleyball

Wrestling

#### Level IV

Head Cross Country

Head Golf

Head Swimming

Head Tennis

Assistant Basketball

Assistant Football

Assistant Ice Hockey

Assistant Indoor Track

Equipment Manager (three seasons)

#### Level V (Assistant Coaches)

Baseball

Cross Country

Field Hockey

Lacrosse

Outdoor Track

Soccer

Softball

Swimming

Tennis

Volleyball

Wrestling

#### Level VI

Head Cheerleading (Fall and Winter)

Head MS Baseball

Head MS Basketball

Head MS Cross Country

Head MS Field Hockey

Head MS Soccer

Head MS Softball

Head MS Track/Field

Assistant MS Cross-Country

Assistant HS Golf Coach

Assistant MS Track (Outdoor)

#### Level VII

MS Assistant Athletic Director

Assistant Trainer (per season paid biweekly)

Ultimate Frisbee (Spring)

#### Level VIIA

Assistant Trainer (paid bi-weekly, per season)

Level VIII

Assistant MS Baseball  
Assistant MS Field Hockey  
Assistant MS Soccer  
Assistant MS Softball  
Part-time MS Asst Cross-Country  
Part-time MS Asst Outdoor Track  
Part-time HS Field Hockey  
Part-time HS Assistant Baseball  
Part-time HS Assistant Basketball  
Part-time HS Assistant Cheerleading (Fall and Winter)  
Part-time HS Assistant Cross-Country  
Part-time HS Assistant Ice Hockey  
Part-time HS Assistant Lacrosse  
Part-time HS Assistant Soccer  
Part-time HS Assistant Softball

Level IX: MS Intramural Coach

Level X: MS Clinician

Level XI: Assistant Athletic Director at LHS

Level XII

Elementary Before/After School Sports  
HS Intramural Coach  
Ultimate Frisbee (Fall)  
Summer Fitness Center

Level XIII

Locker Room Manager

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