

# AGREEMENT

by and between the

LINCOLN – SUDBURY REGIONAL DISTRICT SCHOOL COMMITTEE

and the

LINCOLN – SUDBURY REGIONAL TEACHERS' ASSOCIATION

2009-2012

AGREEMENT made this thirtieth day of June 2009 by and between the Lincoln-Sudbury Regional District School Committee (hereinafter designated as the "COMMITTEE") and the Lincoln-Sudbury Regional Teachers' Association (hereinafter designated as the "ASSOCIATION").

## ARTICLE I

### RECOGNITION

#### 1.1 Recognition

- (a) The ASSOCIATION is recognized by the COMMITTEE as the exclusive bargaining agent and representative for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment for all regular full-time and part-time provisional and professional status teachers, counselors, and librarians, including the special needs specialists, school psychologist, Educational Technology Coordinator, Director of Communications, School Nurses, and Department Coordinators and Liaison, but excluding the Superintendent-Principal, Housemasters, Student Activities/Athletic Director, Director of Student Services and Special Education, Assistant to the Principal, Coordinator of Curriculum and Instructional Services, METCO Director and METCO professional staff, all other tutors and other paraprofessionals, Supervisor of Buildings and Grounds, Director of Finance and Operations, District Treasurer and all other business employees, and all other employees of the COMMITTEE.
- (b) The term "faculty member" or "faculty members" as used hereafter in this Agreement refers only to such persons as at the time in question fall within the bargaining unit as defined in this Article.

#### 1.2 Maintenance and Alteration of Positions

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

## ARTICLE II

### NO DISCRIMINATION

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

## ARTICLE III

### GRIEVANCE PROCEDURE

3.1 Purpose

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

3.2 Definition

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

3.3 Time Limits

- (a) If the designated school official fails to provide his/her decision within the specified time limits, the grievance shall be deemed denied on the day the decision was due and the grievance shall be qualified to be carried to the next higher level.
- (b) If a grievance is once settled or if it is not presented in writing within the time limits provided in Section 3.6, it shall be considered closed and shall not thereafter be subject to the grievance procedure or to arbitration hereunder.

3.4 Informal

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

3.5 Immediate Supervisor

For the purposes of this article only, a faculty member's immediate supervisor shall be defined as the faculty member's Housemaster, the Assistant to the Principal, the Coordinator of Curriculum and Instructional Services, or the Director of Athletics and Activities, with the exception of special needs specialists and counselors, for whom the Director of Student Services and Special Education or his/her designee will serve as the immediate supervisor.

3.6 Formal Process

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

LEVEL ONE

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

LEVEL TWO

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

LEVEL THREE

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

3.7 Expedition and Extension of Deadlines

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. The parties will endeavor to expedite the processing of any grievance filed on or after June 1 which, if left unresolved until the beginning of the following school year, could result in irreparable harm to the aggrieved or the COMMITTEE.

3.8 No Reprisal

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

3.9 Right of Representation

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

3.10 Filing of Documents

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

ARTICLE IV

ARBITRATION

4.1 General

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

4.2 Process

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

4.3 Arbitrability

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

4.4 Function and Power of Arbitrator

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

## ARTICLE V

### COMPENSATION

5.1 Schedule A

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

5.2 Placement on Schedule A

(a) Bachelor's Column

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

(b) Master's Column

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

(c) Master's + 15 Column

A faculty member who has earned fifteen (15) graduate credits after the awarding of a Master's degree shall be paid according to the "Master's + 15" column of Schedule A. Those faculty members employed by the COMMITTEE before September 1969 will be able to count toward their Master's degree plus fifteen (15) credits any graduate credits earned before September 1969 and not part of their Master's degree program. A faculty member who has been granted a Master's equivalency under 5.2 (b) may submit any graduate credits earned subsequently toward Master's plus fifteen (15) status. Such credits may or may not be included in a program leading to the receipt of a Master's degree.

(d) Master's + 30 Column

A faculty member who has earned thirty (30) graduate credits after the awarding of a Master's degree shall be paid according to the "Master's + 30" column of Schedule A. Those faculty members employed by the COMMITTEE before September 1969 will be able to count toward their Master's degree plus thirty (30) credits any graduate credits earned before September 1969 and not part of their Master's degree program. A faculty member who has been granted a Master's equivalency under 5.2 (b) may submit any graduate credits earned subsequently toward Master's plus thirty (30) status. Such credits may or may not be included in a program leading to the receipt of a Master's degree.

(e) Master's + 45 Column

A faculty member who has earned forty-five (45) graduate credits after the awarding of a Master's degree shall be paid according to the "Master's + 45" column of Schedule A. Those faculty members employed by the COMMITTEE before September 1969 will be able to count toward their Master's degree plus forty-five (45) credits any graduate credits earned before September 1969 and not part of their Master's degree program. A faculty member who has been granted a Master's equivalency under 5.2 (b) may submit any graduate credits earned subsequently toward Master's plus forty-five (45) status. Such credits may or may not be included in a program leading to the receipt of a Master's degree.

(f) Master's + 60/Doctorate Column

A faculty member who has earned sixty (60) graduate credits or a doctorate after the awarding of a Master's degree shall be paid according to the "Master's + 60/Doc." column of Schedule A, beginning in September 2007. Those faculty members employed by the COMMITTEE before September 1969 will be able to count toward their Master's degree plus sixty (60) credits any graduate credits or a doctorate earned before September 1969 and not part of their Master's degree program. A faculty member who has been granted a Master's equivalency under 5.2 (b) may submit any graduate credits earned subsequently toward Master's plus sixty (60)/doctorate status. Such credits may or may not be included in a program leading to the receipt of a Master's degree.

(g) Academic Credits

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

(h) Experience and Initial Placement

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

(i) Credit for other Experience

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

- (i) Up to two (2) years for military service or service in lieu of military service.

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

(j) L-S Credits

For the purposes of the application of Schedule A, credit will be given for Educational Development and Evaluation (ED&E) (Article VII) work completed in lieu of payment as follows:

- (i) Two (2) days of ED&E work will count as one (1) L-S Credit
- (ii) A faculty member may earn a maximum of three (3) L-S Credits per year
- (iii) A maximum of seven (7) L-S Credits may be applied to any column change.

(k) Changing Columns

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

5.3 Part Time Faculty Members

Part-time faculty members shall be paid on a pro rata basis. For the purpose of the preceding sentence, the rate of pay of a part-time faculty member shall be determined by dividing the number of sections, or cases, assigned to that faculty member for the year by the number of sections, or case load, specified in Section 8.2 (e) as a full-time faculty member's assignment in the appropriate department. The salaries of those faculty members who are not assigned to a class schedule will be pro rated on the basis of the number of days and/or hours worked.

5.4 Step Increases

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

5.5 (a) L-S Service Stipend

In recognition of continuing excellence in teaching and service to the school, a stipend of \$500 for each five years of service at Lincoln-Sudbury as

defined in Article 5.13 will be paid annually to faculty members who have been employed by Lincoln-Sudbury for more than five years.

Payment of this stipend shall be made in accordance with Section 5.9

(b) L-S Master Teacher Stipend

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

1. has ten or more years of service at Lincoln-Sudbury as defined in Section 5.13 *and* is on the Masters+30 Level or beyond,  
OR  
has twenty or more years of service at Lincoln-Sudbury as defined in Section 5.13 *and* is on the Masters+15 Level
2. receives no step increase

For eligibility, a Master Teacher must have a current evaluation of Category 1.

The Master Teacher Stipend shall be as follows:

	<u>09-10</u>	<u>10-11</u>	<u>11-12</u>
Master Teacher Stipend	\$2500	\$2500	\$2500

Payment of this stipend shall be made in accordance with Section 5.9

5.6 Substitute Teaching

A faculty member agreeing to substitute teach a class shall receive compensation in addition to his/her salary. For each long block taught the faculty member shall be paid \$40. For each short block taught the faculty member shall be paid \$32.

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

5.7 Mentor Stipend

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

	<u>09-10</u>	<u>10-11</u>	<u>11-12</u>
Mentor Stipend	\$500	\$500	\$500
Mentor Teacher Coordinator	\$500	\$500	\$500

Payment of said stipend shall be made in accordance with Section 5.9.



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

## 5.8 Extra Services and Coaching

A faculty member designated and serving in an extra service or coaching position that involves a major commitment in time and/or responsibility, such as supervising an organized and approved student activity, shall receive compensation in addition to his/her salary. The amount of compensation will be based upon scales developed by the Director of Student Activities and Athletics in consultation with faculty members chosen from the current extra services and coaching staffs, including a representative of the ASSOCIATION, and subject to approval by the COMMITTEE. The ASSOCIATION President or her/his representative will be consulted regarding the selection of faculty members. The compensation scales are found in Schedule B of this document. The Committee and Association recognize that Extra Services and Athletics positions may be created or eliminated during the term of this contract. When new positions are created, they will be funded according to the guidelines used to develop Schedule B and, for the purposes of salary and retirement deductions, be considered to be part of Schedule B. A record of all Extra Services and Athletic stipends will be kept in the Business Office.

### (a) Extra Services

For extra service work performed through the first half of the school year, faculty members will receive compensation on the second payday in January. For work performed during the second half of the school year, faculty members will receive compensation on the second payday in May. The amount so paid shall be in accordance with a schedule delineating categories of extra service.

### (b) Coaching

An athletic coach shall be paid on the first pay day following the end of the fall, winter, and spring seasons, and the amount so paid shall be in accordance with a schedule delineating categories of coaching duties. Upon the request of a coach and the approval of the Athletic Director and Director of Finance and Operations, a different payment schedule may be arranged. If a faculty member serves as athletic trainer that faculty member may be paid the stipend therefore as an addition to his/her base salary under Section 5.9.

### (c) Limitations and Interim Increases

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

- (d) The experience pay stated herein does not alter the base pay of the teacher.

Each year, the amount to be paid to an advisor/coach for experience pay, will be recalculated and added to the base stipend for the position for that year.

All years of service as an advisor/coach or similar service as an advisor/coach at Lincoln-Sudbury Regional High School will be used to determine the experience pay.

The maximum amount any advisor/coach may receive in experience pay shall be as follows:

	<u>09-10</u>	<u>10-11</u>	<u>11-12</u>
Advisor/Head Varsity Coach	\$1000	\$1100	\$1200
Other Coaches	\$800	\$800	\$800

<u>Years of Experience</u>	<u>% added to Schedule B stipend</u>
3 years	5%
4 years	10%
5 years	15%
6 years	20%
7 years	25%
8 years	30%
9 years	35%
10 years	40%

## 5.9 Payment Schedule

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

## 5.10 Sharing of Information

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

## 5.11 Department Coordinators and Liaisons

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

A Department Coordinator shall be responsible for performing administrative, coordinating, and supervisory duties. Such duties may include, but shall not be limited to, responsibility for coordinating an educational program and the activities of a department. The Department Liaison will serve as the facilitator for those departments without a Coordinator, and will function as a representative of those departments to the Administration. A faculty member who accepts an appointment as a Department Coordinator or Department Liaison shall receive compensation in addition to his or her Schedule A salary as follows:

	<u>09-10</u>	<u>10-11</u>	<u>11-12</u>
Department Coordinator Stipend	\$5000	\$5100	\$5200
Department Liaison Stipend	\$3800	\$3900	\$4000

Payment of said stipend shall be made in accordance with Section 5.9.

- (b) In addition, a Department Coordinator will be released from twenty-five percent (25%) of his/her teaching and/or case load during the period in which he/she serves in such a position. The Department Liaison will be excused from non-teaching supervisory duties.
- (c) The performance of a teacher as a coordinator or liaison will not be included in their teaching evaluation.

5.12 Labervisors

- (a) A labervisor may be appointed yearly from English, FATA, History, Math, Science, Special Education, Wellness, and World Language for each of the computer labs. Labervisor responsibilities will include maintaining the physical and mobile labs, loading subject-specific software, managing the server, troubleshooting basic problems, maintaining computers and printers, referring advanced problems to the computer department, and aiding teachers in establishing accounts, using technology in their curriculum, and using the lab with their students.
- (b) Labervisors will be excused from extra duties as defined in 8.2 f.
- (c) Labervisors will be required to attend one preparation day during the summer, for which they will be paid at the per diem rate as defined in 7.2.
- (d) Labervisors will receive, in addition to his or her Schedule A compensation, a stipend as follows:

	<u>09-10</u>	<u>10-11</u>	<u>11-12</u>
Labervisor Stipend:	\$2400	\$2500	\$2600

5.13 Years of Service

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

## ARTICLE VI

### REDUCTION IN FACULTY

#### 6.1 Committee Rights

The COMMITTEE retains the right to reduce the number of faculty members or to reduce the teaching loads of faculty members (hereinafter referred to collectively as "reduction in faculty"). The decision to reduce faculty members shall not be subject to the grievance and arbitration procedures of this Agreement, subject to the provisions of Article 8.1 and 8.2. The manner in which faculty members with Professional Teacher Status are selected for reduction in faculty shall be in accordance with Article 6.2. As between Provisional and Professional status faculty members, the provisions of applicable law with respect to reductions in faculty shall apply. Any faculty member whose services are not going to be retained or whose employment is to be reduced for the following school year will receive his/her notice thereof on or before May 15, subject to the provisions of Article 6.3.

#### 6.2 Procedure

- (a) In the event that the COMMITTEE effects a reduction in faculty in a department, the order in which faculty members shall be reduced shall be by seniority within the three (3) overall evaluation ratings as established in the Faculty Evaluation Plan (Attachment B, E 3.13). A faculty member who has received a Category II and/or III evaluation two (2) times consecutively in his/her two most recent evaluations will be reduced before any other faculty member in the department. If more than one (1) faculty member has received a Category II and/or III evaluation two (2) times consecutively, reduction shall be by seniority within that category. A Category III faculty member will be reduced before a Category II faculty member in a department. Similarly, a faculty member with a rating of II will be reduced before any faculty member with a rating of I. However, no faculty member will be reduced out of seniority without an opportunity for remediation during the subsequent evaluation cycle.
- (b) For the purposes of this section all faculty members employed by the COMMITTEE, including those on any leaves of absence, shall be considered members of the department of which they were members when they were voted tenure or awarded Professional Teacher Status.
- (c) For the purposes of this section a faculty member who is reduced from a particular department will be considered a member of any other department
  - (i) for which the faculty member holds the requisite certification, and
  - (ii) in which the faculty member has demonstrated successful teaching performance on at least a half-time basis for at least one (1) year in the four (4) year period ending with the effective date of the reduction in faculty.

#### 6.3 Notification

Under normal circumstances, a faculty member to be affected by a reduction in faculty shall be notified in a letter from the Superintendent-Principal on or before

May 15 preceding the school year in which the reduction is to become effective, except that if,

- (a) as a result of the Regional School District budget process specified in Chapter 71, Section 16B or successor statutes, no District budget is approved, or
- (b) the total amount of the District budget which is so approved and funded by appropriations of the member Towns is less than the total amount of the assessments to the Towns as set forth in the budget initially adopted by the COMMITTEE, or
- (c) if state or federal aid is less than the amount anticipated in the budget initially adopted by the COMMITTEE,

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

#### 6.4 Layoff Status

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

#### 6.5 Recall

- (a) If a vacancy occurs in a department a recall notice shall be sent via certified mail to the faculty member most recently reduced who is a member of that department. If a faculty member fails to notify the Superintendent-Principal within fourteen (14) calendar days of the issuance of a recall notice of his/her intent to accept recall, said faculty member shall forfeit all rights and benefits provided for in this Agreement. Faculty members with recall rights are required to keep the Superintendent-Principal informed of their current mailing address, including any temporary address where they can be reached if they will be traveling or otherwise away from their home mailing address. A faculty member who is recalled shall be given credit for his/her length of service prior to layoff.
- (b) During the recall period, a faculty member who has been reduced shall, upon application, be given preference in filling openings for work as a substitute faculty member for which the Superintendent-Principal determines that he/she is qualified. A faculty member who has been reduced who is hired during the recall period to serve as a substitute faculty member for a period of less than two (2) weeks will be paid at a per diem rate equivalent to the first step of the bachelor's column of Schedule A. A faculty member who has been reduced and who is hired during the recall period to serve as a substitute faculty member for a period of two (2) weeks or more will be paid at the rate of eighty percent (80%) of his/her base salary at the time he/she was reduced.

6.6 Insurance

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

6.7 Definitions

- (a) Seniority is defined as the total number of years of service (see Section 5.13) in the School District (whether or not in a position specified in Article I of this Agreement, its predecessors or successors), in years, months, and calendar days, beginning with the first day worked in a permanent position, except that time for unpaid leaves of absence shall be excluded. There shall be no distinction between full and part-time service. Ties in length of service shall be resolved by lot.
- (b) Layoff means an unpaid leave of absence to be granted by the COMMITTEE for a period of three (3) years from the effective date of the reduction of a faculty member; provided that said faculty member has waived in writing, within ten (10) calendar days after receipt of a notice of reduction in faculty, any present or future rights to a dismissal hearing he/she may have pursuant to Chapter 71, Sections 42, 42A, or 43A of the Massachusetts General Laws.
- (c) Recall means the right, during layoff, to return to a vacancy in a department of which a laid-off faculty member is a member. Recalls shall be made in the reverse order in which faculty members were laid off. The Superintendent-Principal will make each layoff individually in the order provided in Section 6.2 (a). The Superintendent-Principal shall maintain an up-to-date list of recall order by department and a copy shall be provided by February 1st to the ASSOCIATION.
- (d) Terminated means dismissed pursuant to Chapter 71, Sections 42 or 42A.
- (e) Vacancy for purposes of returning a reduced faculty member who has been recalled to active service shall exist only after the COMMITTEE has met any other obligations it has pursuant to any other provisions of this Agreement or any state or federal law.
- (f) Department means one of the High School's departments as maintained from time to time by the COMMITTEE. In the case of a department involving multiple subject matter teaching certifications (e.g., World Language may involve French, Spanish and other language certifications; Science may involve Biology, Physics, Chemistry and other science certifications) the COMMITTEE may treat each subject matter of the department as a separate "department" for any or all purposes under this Article, except Section 6.2 (c) (ii).

ARTICLE VII

EDUCATIONAL DEVELOPMENT AND EVALUATION

7.1 During the Academic Year

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

<u>09-10</u>	<u>10-11</u>	<u>11-12</u>
\$260	\$270	\$280

This opportunity depends upon the availability of funds.

7.2 During the Summer

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

<u>09-10</u>	<u>10-11</u>	<u>11-12</u>
\$260	\$270	\$280

This opportunity depends upon the availability of funds.

7.3 Funding

The COMMITTEE shall budget annually for Educational Development and Evaluation as follows, except if financial conditions require the COMMITTEE to reduce these funds:

<u>09-10</u>	<u>10-11</u>	<u>11-12</u>
\$40,000	\$40,000	\$40,000

If in any academic year the COMMITTEE decides to reduce these funds, the COMMITTEE shall so inform the ASSOCIATION by January 15th of that academic year.

## ARTICLE VIII

### FACULTY MEMBERS' ASSIGNMENTS

8.1

(a) Primary Responsibility

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

(b) Staff/Student Ratio

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

8.2

(a) Faculty Member's Role

The COMMITTEE and the ASSOCIATION recognize that there are many aspects to a faculty member's role. Contact with students, represented by class time, individual and group conferences, seminars, labs, etc., are the focal point of a faculty member's efforts. For these efforts to be effective there is research, preparation, correcting of student work, extra help sessions, parent contact, and faculty discussions. These latter tasks must be done at a time that is deemed best by the individual faculty member. In addition, the faculty member must fulfill department and school administrative responsibilities.

(b) Distribution of Tasks and Responsibilities

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



(c) School Day

Classes meet no earlier than 7:50 a.m. and not later than 2:39 p.m. At least every other week there will be an early release day so that other faculty activities can be held. Faculty members shall be in the school as long as necessary to fulfill their professional responsibilities. A part-time faculty member shall be notified of the expectations concerning his/her presence in the building when notified of his/her teaching assignment for the following school year. If other schedule arrangements are necessary, a faculty member and the appropriate administrator(s) may mutually agree to vary these expectations.

(d) Reserved Time

The COMMITTEE and the ASSOCIATION agree that during the school day full-time faculty members will have at least twenty-five percent (25%) of their day reserved for research, preparation, correcting, and other tasks, and for the administrative responsibilities outlined above. Faculty members may voluntarily establish schedules that call for more student contact time, and thus less than the twenty-five percent (25%) reserved for preparation and administrative activities; but adherence to this limit will not be considered prejudicial in a faculty member's evaluation. Contact time includes, but is not limited to, class assignments, assigned conferences, labs, and any scheduled supervisory duties.

(e) Faculty Assignments

- (i) Full-time faculty members in the Departments of English, History & the Social Sciences, Mathematics, Science, World Languages, and Computer Science normally shall be assigned four (4) teaching sections per semester.
- (ii) Up to seventy-five (75) minutes of scheduled class time over a two-week period will be directed study time. Directed study time may be used as the faculty member decides it can best serve students' academic interests.
- (iii) On the basis of classes generally scheduled to meet two (2) or three (3) times per week, full time faculty members normally shall be assigned, on an average in any four (4) year period, teaching sections per semester, as follows:

Technology Department	6.0
Wellness Department	6.0
Art and Music Departments	6.0

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

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

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

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

(f) Duties

All faculty members teaching fifty percent (50%) or more are responsible for at maximum of one and one half (1.5) non-teaching supervisory periods per two week cycle. Faculty members teaching less than fifty percent (50%) are responsible for a maximum of one (1) non-teaching supervisory period per two week cycle. The Superintendent-Principal will consult with the ASSOCIATION about non-teaching supervisory duties. The President of the ASSOCIATION will be relieved of all assigned non-teaching duties.

(g) Average Over Two-Year Period

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

(h) Records

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

8.3 Participation in Making Assignments

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

8.4 Teaching and Certification

In order to assure that pupils are taught by faculty members working within their areas of competence, faculty members will not be assigned classes outside the scope of their teaching certificates and/or major or minor fields of study. Exceptions to the foregoing for periods not exceeding the remainder of the school year or one

semester, which ever is longer, may be made for good cause or by mutual agreement of a faculty member and the administrator concerned.

8.5 Other Duties

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

ARTICLE IX

SCHOOL YEAR AND SCHOOL CALENDAR

9.1 Work Year

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

- (a) all days when pupils are in attendance;
- (b) an orientation day at the beginning of the school year;
- (c) one day at the end of the first semester;
- (d) one day at the end of the second semester to be used as individual faculty members or the members of departments see fit;
- (e) and "Back-to-School Night."

But in no event will the work year exceed the number of days pupils are in attendance by more than four (4) days, nor will the work year commence earlier than the first Tuesday after Labor Day, except if agreed to by a vote of the ASSOCIATION.

9.2 Calendar

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

9.3 Emergency Days

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

9.4 Additional Work Days

Some positions, including but not limited to School Psychologist, Educational Technology Coordinator, and Instructional Technology Specialist, require that the staff member routinely work days beyond the regular work year. For these positions, by mutual agreement between the Superintendent-Principal and the individual faculty member documented in the annual contract, the work year may be extended. For any additional days the faculty member will be paid at a rate of 1/184 of their annual salary.

ARTICLE X

VACANCIES AND PROMOTIONS

10.1 Publication

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

10.2 Process and Rights

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

ARTICLE XI

INSURANCE

11.1 Health Insurance

(a) Funding

- (i) The COMMITTEE will pay a percentage of the cost of individual or family coverage, as each faculty member may elect, for health insurance coverage offered by Minuteman-Nashoba Health Group or other health insurance substantially similar to the coverage provided by the COMMITTEE on August 31, 1994. To be eligible

for such coverage faculty members must work at least twenty (20) hours per week. Such coverage shall be provided for the full twelve (12) month period beginning September 1 and ending August 31 for faculty members who are employed for the period beginning September 1 through the end of the school year, and shall be provided for faculty members who are first employed after September 1 as soon as practicable after the date of hire. As soon as such coverage becomes available, health insurance for the domestic partners of faculty members will be offered.

- (ii) It is understood that Minuteman-Nashoba Health Group may from time to time modify health insurance coverage. In the event that the Minuteman-Nashoba Health Group proposes or implements a modification to the current health insurance coverage, judgment of whether the proposed or implemented coverage changes result in coverage that is "substantially similar" to the coverage provided by the COMMITTEE on August 31, 1994 will be made by a Health Insurance Advisory Committee. The Health Insurance Advisory Committee appointed by the COMMITTEE will include two representatives from the COMMITTEE and two representatives from the faculty selected by the ASSOCIATION as well as the ASSOCIATION President or his/her representative. The Minuteman-Nashoba Health Group will inform the Health Insurance Advisory Committee of any proposed changes to coverage within seven (7) days of such proposals. For the purposes of this Article, the determination of whether the proposed changes are "substantially similar" to the coverage provided by the COMMITTEE on August 31, 1994 shall be based upon the overall coverage viewed as a whole. In the event that the Health Insurance Advisory Committee cannot unanimously determine that proposed changes result in health insurance coverage that is "substantially similar," the proposed changes will be subject to negotiation between the COMMITTEE and the ASSOCIATION. If the COMMITTEE and ASSOCIATION cannot successfully negotiate within 21 days after the change has been finalized, the issue shall be submitted to arbitration consistent with the terms and conditions of Article 4 of this AGREEMENT.
- (iii) The COMMITTEE will pay seventy percent (70%) of all plans offered under 11.1 (a).
- (iv) Payroll deductions for health insurance shall be made before taxes are calculated in accordance with Internal Revenue Service codes providing that the faculty member participates in a cafeteria plan for that purpose.

(b) Paid Leave of Absence

The COMMITTEE will continue to pay the cost of insurance coverage at the rate and in the manner described in Sections 11.1 (a) (ii) and (iii) during the period of any approved paid leave of absence provided the faculty member continues to pay his/her share of the cost in a manner acceptable to the COMMITTEE.

(c) Unpaid Leave of Absence

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

(d) Retirees

The COMMITTEE will guarantee to all faculty members retiring from the Regional School District the right to retain their membership in the health insurance program agreed to by the ASSOCIATION and the COMMITTEE. Retired faculty members will contribute towards the cost of health insurance at the same percentage rate as they did when they were last active employees, except that those who retired on or before August 31, 1994, who will contribute at the percentage rate in effect on that date. Retirees who choose to join the health insurance program subsequent to their retirement will contribute at the same percentage rate in effect for active employees at the time of the retiree's joining.

e) Health Insurance Savings Incentive Plans

Any faculty member choosing a cost savings insurance plan will receive a portion of the savings of the employer expenditure as follows:

When selecting any "rate saver" plan:

70% of the savings to the District between the comparable (individual or family) "regular" plan and the "rate saver" plan

When selecting a Fallon EPO or comparable replacement plan:

\$550 for individual plan

\$1300 for family plan

Payment shall be made in accordance with Section 5.9.

11.2 Cafeteria Plans

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

11.3 Life Insurance

- (a) The COMMITTEE will pay a single sum salary adjustment benefit on behalf of any employee of the District with three (3) or more years of service who dies while in the active employment of the District. Unless otherwise directed in writing by the employee, the benefit will be paid to the beneficiary of the life insurance policy provided by the District. For the purposes of this section a faculty member on "active employment" shall refer to any faculty

member who is currently receiving salary payments from the COMMITTEE, or who is on a paid or unpaid leave of absence.

(b) The benefit will be based on years of service to the Regional School District as follows:

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

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

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

11.4 Death & Dismemberment Insurance

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

11.5 Disability Insurance

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

ARTICLE XII

FACULTY RIGHTS

12.1 Use of School Facilities

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

12.2 Space, Facilities, and Equipment

The COMMITTEE will provide suitable space, facilities, and equipment for the professional activities of the faculty. Each teacher employed at least .5 FTE will be provided a standard desk with storage in an area that is not used for student activities during the teacher's non-teaching time. If a teacher does not have his or her own

classroom, a cart for movement of materials will be provided on request. Suitable office space will be provided for the President of the ASSOCIATION.

### 12.3 Protection

- (a) Faculty members will immediately report all cases of assault or vandalism against personal property suffered by them in connection with their employment whether the assault and/or vandalism occurs at school or elsewhere. Such reports shall be made in writing to the Superintendent-Principal.
- (b) This report will be forwarded to the COMMITTEE, which will comply with any reasonable request from the faculty member for the information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the faculty member, police, and the courts.
- (c) Indemnification of faculty members for expenses in connection with criminal or civil proceedings shall be to the extent permitted by Chapter 258.

### 12.4 On the Job Injury

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

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

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

### 12.6 Faculty Evaluation Plan (Attachment B)

- (a) The evaluation procedures (Attachment B) adopted by the COMMITTEE and mutually agreed to by the parties shall be in writing, and the COMMITTEE shall make copies available to all faculty members. The COMMITTEE will bargain with the ASSOCIATION to the extent required by law concerning any change in the evaluation procedures.
- (b) The evaluation procedures will not be applied to any faculty member in a discriminatory manner.

### 12.7 Personnel Records

- (a) A faculty member shall have the right to review and make copies of all records concerning himself/herself. All records concerning a faculty member are to be kept in one place, together, in the office of the Director of Finance and Operations.
- (b) A faculty member will acknowledge having reviewed material in his/her folder by signing and dating a statement on the material to that effect. Such



signature, however, shall not be deemed to indicate agreement with the contents thereof.

- (c) No material which the Superintendent-Principal or appropriate administrator deems derogatory to a faculty member's conduct, service, character, or professional standing shall be placed in a faculty member's personnel folder unless the faculty member has been given an opportunity to review the material. The faculty member must complete such review within ten (10) school days of its receipt. A faculty member shall have the right to write a rebuttal of any item in his/her folder within one (1) month after he/she has reviewed the item. Any such rebuttal will be permanently attached to the document in question.
- (d) Access to a faculty member's folder will be limited to the faculty member, the appropriate administrators, the Director of Finance and Operations, District Treasurer, and assistant, or members of the COMMITTEE. No other persons may obtain access to a faculty member's folder without the faculty member's written consent.
- (e) For the purposes of this section "appropriate administrators" shall be the Superintendent-Principal, Assistant to the Principal, the Housemasters, the Student Activities/ Athletics Director, the Director of Student Services and Special Needs, and Coordinator of Curriculum and Instructional Services.

#### 12.8 Just Cause

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

#### 12.9 Employee Assistance Program

- (a) The parties shall implement an Employee Assistance Program. Without detracting from existing rights and obligations of the parties recognized in other provisions of this Agreement, the COMMITTEE and the ASSOCIATION agree to cooperate in encouraging employees to seek assistance for problems including but not limited to the abuse of alcohol and other drugs.
- (b) If an employee fails to avail himself/herself of assistance, the normal contractual disciplinary procedures may be initiated.
- (c) If an employee on an Assistance Program continues to be chronically affected in such a way as to influence his/her performance and/or evaluation, the normal contractual disciplinary procedures may be initiated.

#### 12.10 Academic Freedom

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

12.11 Part-Time Faculty Members

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

ARTICLE XIII

PROFESSIONAL DEVELOPMENT AND IMPROVEMENT

13.1 Conferences and Workshops

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

13.2 Course Reimbursement

- (a) The COMMITTEE will pay for such courses as shall have been previously approved by the Superintendent-Principal. Payment will be made only upon submission by the faculty member of evidence of successful completion of the course(s) and payment of tuition and fees. Faculty members who are at least half-time (.5) or greater are eligible for course reimbursement. Faculty members who take courses while on approved paid or unpaid leaves of absence or are on sabbatical are eligible for course reimbursement if they were employed at least half-time (.5) or greater when they began their leave or sabbatical and are returning to at least a half-time (.5) or greater position. Subject to the availability of funds, faculty members who are less than half-time (.5) are eligible for course reimbursement after all requests for course reimbursement from at least half-time (.5) or greater faculty members have been reimbursed in full. Budgeted funds will be distributed as follows:
  - (i) First, the COMMITTEE will pay as near to one hundred percent (100 %) of the cost of each faculty member's first course as possible;
  - (ii) second, the COMMITTEE will pay from the funds remaining as near to one hundred percent (100 %) of each faculty member's second course as possible;
  - (iii) and so on, through succeeding courses, until all courses have been reimbursed and/or all the budgeted funds exhausted.
- (b) For the purposes of Section 13.2 a "course" shall be defined as
  - (i) a unit of no more than four (4) semester hours or its equivalent; and

- (ii) one that has been approved in advance by the appropriate administrator and the Superintendent-Principal; and
- (iii) either an in-service program or a course at an accredited college.

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

<u>09-10</u>	<u>10-11</u>	<u>11-12</u>
\$35,000	\$35,000	\$35,000

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

- (d) Courses taken for recertification or retraining shall be considered as legitimately reimbursable pursuant to this Article. In any particular year of this Agreement, no more than fifty percent (50%) of the budgeted moneys shall be used for the reimbursement of courses that have been taken for the purpose of retraining. Retraining refers to any courses taken to gain new certifications or to aid in seeking a new profession, or to courses a faculty member is directed to take by the Superintendent-Principal.
- (e) The deadline for submitting requests for reimbursement for courses is October 15. The distribution of money shall be made by November 15.

ARTICLE XIV

JOINT MEETINGS

- 14.1 The ASSOCIATION'S Executive Committee and the Superintendent-Principal shall meet at least monthly for the purpose of reviewing the administration of this Agreement and the general welfare of the school.
- 14.2 The COMMITTEE, the Superintendent-Principal, and the ASSOCIATION'S Executive Committee shall meet at least once each year before December 15 for the purpose of reviewing the operation of the School.

## ARTICLE XV

### PAID LEAVES OF ABSENCE

#### 15.1 Sick Leave

- (a) 120 calendar days per sickness or injury shall be guaranteed to each faculty member. No residual benefits shall accrue from unused sick days. This policy will be reviewed annually to assess its costs and benefits to the faculty members and to the COMMITTEE. In order to be eligible to take sick leave a faculty member must
- (i) report the illness or injury to the Superintendent-Principal or his/her designee as soon as practicable and no later than one (1) hour prior to such faculty member's scheduled reporting time on the first day of absence, except in extreme emergency; and
  - (ii) upon request, in the event of an absence of five (5) days or more or if the COMMITTEE believes that there may be abuse, provide medical evidence satisfactory to the COMMITTEE that the faculty member was actually prevented from working due to personal illness or injury.
- (b) Each faculty member who works at least twenty (20) hours per week shall have the option to obtain health insurance issued by a mutually agreed upon carrier.

#### 15.2 Bereavement Leave

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

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

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

#### 15.4 Parental Leave

A faculty member, who is not granted paid maternity leave, shall be granted up to ten (10) school days of leave without loss of pay for the birth or adoption of a child.

#### 15.5 Religious Leave

A faculty member shall be granted up to three (3) school days leave without loss of pay for time necessarily and actually lost for observance of a recognized major

religious holiday of the religious faith to which such faculty member belongs, when such holiday falls on a day on which faculty members are required to report. Notification by a faculty member of his/her intention to take such leave should be made to his/her immediate supervisor as far as possible in advance of such holiday, but in no event less than forty-eight (48) hours in advance of such holiday.

15.6 Jury Duty

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

15.7 Personal Leave

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

15.8 General

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

15.9 Immediate Supervisor

For the purposes of this article only, a faculty member's immediate supervisor shall be defined as being the faculty member's Housemaster, Director of Athletics and Activities, the Director of Student Services and Special Education, Assistant to the Principal, Coordinator of Curriculum and Instructional Services, or his/her designee.

ARTICLE XVI

PAID SABBATICAL LEAVE

16.1 Eligibility

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

16.2 Applications

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

16.3 Notification

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

16.4 Salary

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

16.5 Funding

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

16.6 Faculty Responsibility

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

16.7 Step Increase

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

16.8 Other Paid Leaves

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

ARTICLE XVII

LEAVES OF ABSENCE WITHOUT PAY

17.1 Military Leave

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

17.2 Service Leave

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

17.3 Maternity/Parental Leave

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

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

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

#### 17.4 Long Term Medical Leave

A faculty member who suffers a long term illness exceeding the provisions of 15.1 shall be given one (1) year of long term medical leave without pay for every five (5) years of service to the COMMITTEE. A faculty member requesting such a leave or on such a leave must submit annually a written statement from his/her physician stating the nature of the medical condition and recommending the granting or continuation of the leave. If a teacher on long term medical leave is ready to return to full or part time employment, he/she must so inform the Superintendent-Principal in a letter accompanied by a physician's statement that the faculty member is ready to return to work. The notice of intent to return must be submitted on or before January 15 for employment to recommence in the following September.

#### 17.5 Other Leaves of Absence Without Pay

- (a) Other leaves of absence without pay may be granted by the COMMITTEE. At the time of granting or extending such a leave the COMMITTEE will make clear the conditions of rehiring in writing and if possible guarantee the position of the faculty member given such a leave for the length of the leave, up to one (1) year. The position of the returning faculty member may be held for longer than one (1) year.
- (b) Faculty members on unpaid leave shall be required to inform the COMMITTEE of their intention to return or to request an extension of their current leaves on or before January 15.
- (c) Beginning in the 2010-2011 school year, a faculty member granted part-time leave for a second consecutive year who subsequently requests an increase in sections will have first right of refusal to any available section(s), but *not* the right to take sections from faculty members hired before the request for an additional section was submitted. If more than one faculty member is requesting an additional section, the section shall be assigned to the more senior faculty member as defined in Section 6.7 (a).

#### 17.6 General

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

### ARTICLE XVIII

#### TRANSITION LEAVE

#### 18.1 Eligibility

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



18.2 Alternatives

Faculty members may choose one from among the following plans:

- (a) A full year at half salary, maintaining health insurance, the leave ending and the resignation taking effect on June 30 of the following academic year.
- (b) A half year at full salary, maintaining health insurance, the leave ending and the resignation taking effect on January 31 of the following academic year.
- (c) A lump sum payment equal to half a year's salary, payable on the following September 15, when the resignation will also take effect. This alternative provides no health insurance coverage.

18.3 Salary and Deadline

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

ARTICLE XIX

PAID EMERITUS STATUS

19.1 Eligibility

Upon a faculty member's retirement, the COMMITTEE may offer paid emeritus status to a faculty member. Under state law a retired faculty member is eligible to work a maximum of 120 days or 960 hours a year. If the COMMITTEE wishes to retain the services of a retired faculty member, the following conditions shall prevail, and will be agreed to by the COMMITTEE and the faculty member in writing:

- (a) length of the emeritus status;
- (b) compensation, which shall be equal to the salary the faculty member would be paid on Schedule A at the beginning of the first academic year of his/her paid emeritus status, less
  - (i) the percentage the faculty member was contributing to the Teachers' Retirement System, and
  - (ii) the pension the faculty member receives from the Teachers' Retirement System.
- (c) benefits, which shall include health and other insurance benefits, sick leave, and other forms of paid leaves enumerated in Article XV; and
- (d) other conditions, such as numbers of sections, students, class meetings, or hours or days per week; independent study arrangements; advisory and administrative responsibilities, etc.

19.2 Extensions and Amendments

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

19.3 Exemptions

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

ARTICLE XX

PAYROLL DEDUCTIONS

20.1 Association Dues

- (a) The COMMITTEE agrees to deduct from the salaries of faculty members who have on file with the COMMITTEE an executed current Dues Deduction Authorization Card, dues for the ASSOCIATION, Massachusetts Teachers' Association, and the National Education Association and to transmit the moneys to the ASSOCIATION'S Treasurer.
- (b) Deductions referred to in Section 18.1 above will be made in equal payments commencing in October and continuing through the second paycheck in May in amounts certified by the ASSOCIATION'S Treasurer as being the regular membership dues of the ASSOCIATION, the Massachusetts Teachers' Association, and the National Education Association.
- (c) The amounts deducted will be submitted to the ASSOCIATION'S Treasurer as soon as reasonably possible after the issuance of the paychecks from which the deductions were taken.
- (d) The provision of Section 18.1 shall be subject to the requirements of Section 17C of Chapter 180 of the General Laws including the requirement that the Treasurer of the Lincoln-Sudbury Regional School District shall be satisfied by such evidence as he/she may require that the ASSOCIATION'S Treasurer has given to the ASSOCIATION a Bond, in a form approved by the Commissioner of Corporations and Taxation, for the faithful performance of his/her duties, in a sum and with such surety or sureties as are satisfactory to the Treasurer of the Lincoln-Sudbury Regional School District.
- (f) The ASSOCIATION shall indemnify and save the COMMITTEE harmless against any claim, demand, suit, or other form of liability that may arise out of, or by reason of, action taken or not taken by the COMMITTEE for the purpose of complying with this Article or in compliance with any dues deduction authorization furnished to the COMMITTEE.

20.2 Lincoln-Sudbury Town Employees Federal Credit Union

- (a) The COMMITTEE agrees to deduct from the salaries of faculty members who have on file with the COMMITTEE an executed current Credit Union Deduction Authorization Card an amount or amounts specified for the purchasing of shares of, or making deposits in, or repaying a loan from the Credit Union.
- (b) The amounts deducted will be transmitted to the Credit Union as soon as is reasonably possible after the issuance of paychecks from which the deductions were taken.
- (c) The provisions of Section 18.2 shall be subject to the requirements of Section 178B of Chapter 149 of the General Laws including the requirement that the Treasurer of the Lincoln-Sudbury Regional School District shall be satisfied by such evidence as he/she may require that the Credit Union Treasurer has given bond as required by law for the faithful performance of his/her duties.

20.3 Tax Sheltered Annuities

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

ARTICLE XXI

HEALTH AND SAFETY PROTOCOL

21.1 General

The COMMITTEE will agree, as detailed in this article, to maintain a healthful and safe workplace.

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

21.2 Communications

(a) Representatives

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

(b) Notice of maintenance/construction phases

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

(c) Provision for emergencies

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

(d) Materials Safety Data Sheets

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

21.3 Industrial Hygienist

(a) Appointment

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

(b) Monitoring

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

21.4 Suspected Unsafe or Unhealthful Conditions

(a) Procedure.

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

- (i) If the representatives agree that such condition exists, the unsafe or unhealthful condition will be brought to the attention of the Administration, and the Administration will take appropriate action.
- (ii) If either Health and Safety Representative believes an unsafe or unhealthful condition exists that has not been alleviated in a timely

manner, additional analysis and/or testing may be requested, and the COMMITTEE will consider the request and respond within 21 days.

(iii)

(b) Log of complaints

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

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

ARTICLE XXII

COMMITTEE RIGHTS

22.1 Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, all the authority, power, rights, jurisdiction, responsibilities, and duties of the COMMITTEE under the laws of the Commonwealth or of any of the Member Towns or the Agreement for a Regional School District for the Towns of Lincoln and Sudbury, dated as of March, 1954, as from time to time amended, are retained by and reserved exclusively to such COMMITTEE. In addition, it is understood that the responsibilities to determine the number of staff and its distribution rest solely with the COMMITTEE subject only to the negotiated ratios as stated in Article VIII Section 8.1 and 8.2.

ARTICLE XXIII

PRECEDENCE OF LAWS AND REGULATIONS

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

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

ARTICLE XXIV

COMPLETE AGREEMENT

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

ARTICLE XXV

DURATION

- 25.1 This Agreement shall be effective as of September 1, 2009, except as otherwise provided herein, and shall remain in effect to and including August 31, 2012 and shall then terminate unless extended by the parties hereto.
- 25.2 Either party may reopen negotiations for a successor Agreement at any time after January 1, 2011 by sending written notice of such intention to the other party.

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

LINCOLN-SUDBURY REGIONAL  
TEACHERS' ASSOCIATION

LINCOLN-SUDBURY REGIONAL  
DISTRICT SCHOOL COMMITTEE

By

By

\_\_\_\_\_  
Sandra Crawford, President

\_\_\_\_\_  
Patricia Mostue, Chair

\_\_\_\_\_  
Jaime Wong, Vice-President

\_\_\_\_\_  
, Radha Gargeya Vice-Chair

\_\_\_\_\_  
David Bloom, Secretary

\_\_\_\_\_  
Mark Collins

\_\_\_\_\_  
Shara Pilch, Treasurer

\_\_\_\_\_  
Nancy Marshall

\_\_\_\_\_  
John Flynn

\_\_\_\_\_  
John J. Ryan, Jr.

\_\_\_\_\_  
Elizabeth McClung

\_\_\_\_\_  
Berne B. Webb

\_\_\_\_\_  
Seth Weiss

For the Boards of Selectmen  
of Lincoln and Sudbury

\_\_\_\_\_  
William Keller

## Schedule A

2009-2010

Step	B	M	M+15	M+30	M+45	M+60
1	41,779	45,122	46,476	47,869	49,306	50,785
2	43,450	46,926	48,335	49,785	51,278	52,816
3	45,188	48,803	50,268	51,775	53,329	54,929
4	46,996	50,756	52,278	53,847	55,462	57,126
5	48,876	52,786	54,370	56,001	57,680	59,411
6	50,831	54,898	56,545	58,241	59,989	61,788
7	52,865	57,093	58,807	60,571	62,387	64,259
8	54,979	59,377	61,158	62,993	64,883	66,829
9	57,178	61,753	63,604	65,513	67,478	69,502
10	59,466	64,222	66,149	68,133	70,177	72,283
11	61,843	66,791	68,795	70,858	72,984	75,175
12	64,318	69,463	71,547	73,694	75,904	78,181
13	66,890	72,242	74,409	76,641	78,941	81,308
14	69,566	75,131	77,385	79,706	82,098	84,560
15	72,349	78,137	80,480	82,895	85,382	87,944
16	75,073	81,262	83,700	86,211	88,797	91,461
17	75,073	84,323	85,166	90,413	93,126	95,920



## Schedule A

### 2010-2011

<b>Step</b>	<b>B</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>M+60</b>
<b>1</b>	42,510	45,912	47,289	48,707	50,169	51,674
<b>2</b>	44,211	47,748	49,181	50,656	52,175	53,740
<b>3</b>	45,979	49,657	51,148	52,681	54,262	55,890
<b>4</b>	47,818	51,644	53,193	54,789	56,432	58,126
<b>5</b>	49,731	53,710	55,321	56,981	58,690	60,451
<b>6</b>	51,721	55,858	57,534	59,260	61,038	62,869
<b>7</b>	53,790	58,092	59,836	61,631	63,479	65,384
<b>8</b>	55,941	60,416	62,229	64,095	66,018	67,999
<b>9</b>	58,178	62,833	64,718	66,659	68,659	70,719
<b>10</b>	60,506	65,346	67,307	69,326	71,406	73,548
<b>11</b>	62,926	67,960	69,999	72,099	74,262	76,490
<b>12</b>	65,443	70,679	72,799	74,983	77,232	79,549
<b>13</b>	68,061	73,506	75,711	77,982	80,322	82,731
<b>14</b>	70,783	76,446	78,739	81,101	83,535	86,040
<b>15</b>	73,615	79,504	81,889	84,346	86,876	89,483
<b>16</b>	77,138	82,684	85,165	87,719	90,351	93,061
<b>17</b>	77,138	86,642	87,508	92,900	95,687	98,557

## Schedule A

### 2011-2012

<b>Step</b>	<b>B</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>M+60</b>
<b>1</b>	43,360	46,830	48,235	49,681	51,172	52,707
<b>2</b>	45,095	48,702	50,164	51,669	53,219	54,815
<b>3</b>	46,899	50,651	52,171	53,735	55,347	57,008
<b>4</b>	48,775	52,677	54,257	55,885	57,561	59,288
<b>5</b>	50,726	54,784	56,428	58,121	59,864	61,660
<b>6</b>	52,755	56,976	58,685	60,445	62,259	64,127
<b>7</b>	54,865	59,254	61,033	62,864	64,749	66,692
<b>8</b>	57,060	61,624	63,473	65,377	67,339	69,359
<b>9</b>	59,342	64,090	66,012	67,992	70,032	72,133
<b>10</b>	61,716	66,653	68,653	70,712	72,834	75,019
<b>11</b>	64,184	69,319	71,399	73,540	75,747	78,020
<b>12</b>	66,752	72,092	74,255	76,483	78,777	81,140
<b>13</b>	69,422	74,976	77,225	79,541	81,929	84,386
<b>14</b>	72,199	77,975	80,314	82,723	85,206	87,761
<b>15</b>	75,087	81,094	83,526	86,033	88,613	91,272
<b>16</b>	79,452	84,338	86,868	89,474	92,158	94,923
<b>17</b>	79,452	89,241	90,133	95,687	98,558	101,514

<b>Schedule B</b>				
<b>Coaching Stipends</b>				
<i>Sports in italics are currently unfunded.</i>				
<b>Position</b>	<b>2009-2010</b>	<b>2010-2011</b>	<b>2011-2012</b>	
Alpine Skiing	3,566	3,566	3,602	
Alpine Skiing - Asst.	2,793	2,793	2,821	
<i>Alpine Skiing - Nashoba</i>	<i>2,793</i>	<i>2,793</i>	<i>2,821</i>	
Baseball	4,922	4,922	4,971	
<i>Baseball Assistant</i>	<i>1,203</i>	<i>1,203</i>	<i>1,215</i>	
Baseball - JV	2,876	2,876	2,905	
Baseball - 9th	2,626	2,626	2,652	
Basketball - Boys	5,498	5,498	5,553	
Basketball - Girls	5,498	5,498	5,553	
Basketball - JV Boys	3,146	3,146	3,177	
Basketball - JV Girls	3,146	3,146	3,177	
Basketball - 9th Boys	2,896	2,896	2,925	
Basketball - 9th Girls	2,896	2,896	2,925	
Cheerleading/Season	3,566	3,566	3,602	
Cross Country- Boys	3,566	3,566	3,602	
Cross Country - Girls	3,566	3,566	3,602	
Diving	3,397	3,397	3,431	
Equipment Manager - Asst.	2,796	2,796	2,824	
Field Hockey	4,922	4,922	4,971	
Field Hockey - JV	2,876	2,876	2,905	
Field Hockey - 9th	2,626	2,626	2,652	
<i>Fitness Center, Manager</i>	<i>2,412</i>	<i>2,412</i>	<i>2,436</i>	
<i>Fitness Ctr., Supervisor (3 sessions)</i>	<i>10,203</i>	<i>10,203</i>	<i>10,305</i>	
Football	8,194	8,194	8,276	
Football - Asst.	4,863	4,863	4,912	
Football - JV (1)	4,472	4,472	4,517	
Football - JV (2)	4,472	4,472	4,517	
Football - 9th (1)	3,608	3,608	3,644	
Football - 9th (2)	3,608	3,608	3,644	
<i>Frisbee</i>	<i>2,876</i>	<i>2,876</i>	<i>2,905</i>	
Golf	3,566	3,566	3,602	
<i>Gymnastics - Girls</i>	<i>5,363</i>	<i>5,363</i>	<i>5,417</i>	
<i>Gymnastics - Girls Asst.</i>	<i>1,744</i>	<i>1,744</i>	<i>1,761</i>	
Ice Hockey - Boys	5,498	5,498	5,553	
Ice Hockey - Girls	5,498	5,498	5,553	

## Schedule B

<b>Schedule B</b>				
<b>Coaching Stipends (cont.)</b>				
<i>Sports in italics are currently unfunded.</i>				
<b>Position</b>	<b>2009-2010</b>	<b>2010-2011</b>	<b>2011-2012</b>	
Ice Hockey - Boys Asst.	2,896	2,896	2,925	
Ice Hockey - Girls Asst.	2,896	2,896	2,925	
<i>Ice Hockey – Boys JV</i>	<i>2719</i>	<i>2719</i>	<i>2746</i>	
Indoor Track Boys	5,363	5,363	5,417	
Indoor Track Girls	5,363	5,363	5,417	
Indoor Track-Boys Asst.	3,146	3,146	3,177	
Indoor Track - Girls Asst.	3,146	3,146	3,177	
<i>Intramural coaches</i>	<i>2,390</i>	<i>2,390</i>	<i>2,414</i>	
Lacrosse - Boys	4,922	4,922	4,971	
Lacrosse - Girls	4,922	4,922	4,971	
<i>Lacrosse - Boys Asst.</i>	<i>2,084</i>	<i>2,084</i>	<i>2,105</i>	
<i>Lacrosse - Girls Asst.</i>	<i>2,084</i>	<i>2,084</i>	<i>2,105</i>	
Lacrosse - JV Boys	2,876	2,876	2,905	
Lacrosse - JV Girls	2,876	2,876	2,905	
Lacrosse - 9th Boys	2,626	2,626	2,652	
Lacrosse - 9th Girls	2,626	2,626	2,652	
Nordic Skiing	3,566	3,566	3,602	
<i>Rugby – Boys</i>	<i>2,876</i>	<i>2,876</i>	<i>2,905</i>	
<i>Rugby – Girls</i>	<i>2,876</i>	<i>2,876</i>	<i>2,905</i>	
Sailing	3,566	3,566	3,602	
Soccer - Boys	4,922	4,922	4,971	
Soccer - Girls	4,922	4,922	4,971	
<i>Soccer Asst.</i>	<i>673</i>	<i>673</i>	<i>680</i>	
Soccer - JV Boys	2,876	2,876	2,905	
Soccer - JV Girls	2,876	2,876	2,905	
Soccer - 9th Boys	2,626	2,626	2,652	
Soccer - 9th Girls	2,626	2,626	2,652	
Softball	4,922	4,922	4,971	
<i>Softball Asst.</i>	<i>1,203</i>	<i>1,203</i>	<i>1,215</i>	
Softball - JV	2,876	2,876	2,905	
Softball - 9th	2,625	2,625	2,651	
Spring Track - Boys	4,922	4,922	4,971	
Spring Track - Girls	4,922	4,922	4,971	
Spring Track Asst. - 1	2,491	2,491	2,516	
Spring Track Asst. - 2	2,491	2,491	2,516	
Swimming – Boys Girls	5,363	5,363	5,417	
Swimming Asst.	3,146	3,146	3,177	

## Schedule B

<b>Schedule B</b>			
<b>Coaching Stipends (cont.)</b>			
<i>Sports in italics are currently unfunded.</i>			
<b>Position</b>	<b>2009-2010</b>	<b>2010-2011</b>	<b>2011-2012</b>
Tennis - Boys	3,566	3,566	3,602
Tennis - Girls	3,566	3,566	3,602
Tennis - JV Boys	2,484	2,484	2,509
Tennis - JV Girls	2,484	2,484	2,509
Volleyball - Boys	4,922	4,922	4,971
Volleyball - Girls	4,922	4,922	4,971
Volleyball - JV Boys	2,876	2,876	2,905
Volleyball - JV Girls	2,876	2,876	2,905
<i>Volleyball - 9th Boys</i>	<i>2,625</i>	<i>2,625</i>	<i>2,651</i>
Volleyball - 9th Girls	2,625	2,625	2,651
Wrestling	5,363	5,363	5,417
Wrestling Asst.	3,146	3,146	3,177
<b>Extra Services Stipends</b>			
<i>Activities in italics are currently unfunded.</i>			
<b>Position</b>	<b>2009-2010</b>	<b>2010-2011</b>	<b>2011-2012</b>
Amnesty International	1,004	1,004	1,014
Asian Cultures Club	1,004	1,004	1,014
<i>Astronomy</i>	<i>1,004</i>	<i>1,004</i>	<i>1,014</i>
Best Buddies	1,004	1,004	1,014
Choral Dir. - Musical	1,508	1,508	1,523
Choreographer	1,508	1,508	1,523
Climbing Club	1,508	1,508	1,523
Colors First Position	1,256	1,256	1,269
Colors Second Position	1,256	1,256	1,269
Cum Laude	1,256	1,256	1,269
<i>Dead Language Society</i>	<i>1,508</i>	<i>1,508</i>	<i>1,523</i>
Drama Festival	1,004	1,004	1,014
Drama Music Support	1,508	1,508	1,523
Drama Prod. Support	1,004	1,004	1,014
DYAD	7,236	7,236	7,308
DYAD Business Manager	1,004	1,004	1,014
Forum	7,236	7,236	7,308
Forum Business Manager	1,466	1,466	1,481
Fountain	1,508	1,508	1,523
French Club	1,508	1,508	1,523
First Adventure	2,400	2,400	2,400

## Schedule B

<b>Schedule B</b>				
<b>Extra Services Stipends (cont.)</b>				
<i>Activities in italics are currently unfunded.</i>				
<b>Position</b>	<b>2009-2010</b>	<b>2010-2011</b>	<b>2011-2012</b>	
First Year Initiative	3,000	3,000	3,000	
German Club	1,508	1,508	1,523	
<i>International Connections</i>	1,004	1,004	1,014	
Junior Class Advisor - 1	1,508	1,508	1,523	
Junior Class Advisor - 2	1,508	1,508	1,523	
L-S Dance Troupe	1,004	1,004	1,014	
LS Film Society	1,004	1,004	1,014	
LS Website (1)	1,004	1,004	1,014	
LS Website (2)	1,004	1,004	1,014	
Math Team	1,004	1,004	1,014	
MLK Support	1,259	1,259	1,272	
Model UN	1,004	1,004	1,014	
Musical Prod. Support	1,508	1,508	1,523	
Ninth Grade Advisor - 1	1,004	1,004	1,014	
Ninth Grade Advisor - 2	1,004	1,004	1,014	
Outdoors Club	1,004	1,004	1,014	
Pals, Circle of Friends	1,004	1,004	1,014	
<i>Recycling</i>	1,004	1,004	1,014	
Robotics	2,261	2,261	2,284	
SADD	1,004	1,004	1,014	
Science Club total, paid as follows:	2,261	2,261	2,284	
Science Olympiad	565	565	571	
Women of Science Team	113	113	114	
Ocean Bowl Team	904	904	913	
Science Bowl Team	679	679	686	
Senior Class Advisor - 1	1,508	1,508	1,523	
Senior Class Advisor - 2	1,508	1,508	1,523	
Senior Class Bus. Manager	1,004	1,004	1,014	
Sophomore Class Advisor - 1	1,004	1,004	1,014	
Sophomore Class Advisor - 2	1,004	1,004	1,014	
Spanish Club	1,508	1,508	1,523	
Speech, Debate Team	1,508	1,508	1,523	
Student Senate	1,004	1,004	1,014	
<i>Students for Free Tibet</i>	1,004	1,004	1,014	
WYAJ	2,011	2,011	2,031	
Young Women's Leadership - 1	1,004	1,004	1,014	
Young Women's Leadership -2	1,004	1,004	1,014	

## Nurses' Schedule

### 2009-2010

	<b>B</b>	<b>M+cert</b>
1	36803	37907
2	38275	39423
3	39806	41000
4	41398	42640
5	43054	44346
6	44776	46119
7	46567	47964
8	48790	50254

### 2010-2011

	<b>B</b>	<b>M+cert</b>
1	37447	38570
2	38945	40113
3	40502	41718
4	42123	43386
5	43807	45122
6	45560	46927
7	47382	48804
8	50132	51636

### 2011-2012

	<b>B</b>	<b>M+cert</b>
1	38196	39342
2	39724	40915
3	41312	42552
4	42965	44254
5	44684	46024
6	46471	47865
7	48330	49780
8	51636	53185

ATTACHMENT A

WAIVER

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

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Date

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Signature



ATTACHMENT B

FACULTY EVALUATION PLAN

EVALUATION ARTICLE I

PURPOSES

E 1.1 Purposes

The purposes of this Faculty Evaluation Plan are:

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

EVALUATION ARTICLE II

STANDARDS OF PERFORMANCE

E 2.1 Standards of Performance

The following Standards of Performance will be used by both the evaluator and the evaluatee. These Standards summarize, but do not define, what is expected of faculty members at Lincoln-Sudbury. Other standards may be used after becoming a part of this agreement. The Standards are:

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

E 2.2 Core Values

Lincoln-Sudbury's Core Values are:

- (a) Promotion of cooperative and caring relationships between all members of the school community;
- (b) Respect for human differences;
- (c) Satisfaction with excellence only, particularly in academics.

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

### E 2.3 Knowledge of Subject Matter

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

### E 2.4 Professional Skills

The following criteria are to be used in determining satisfactory teaching. During a formal evaluation a teacher may not and need not be observed demonstrating all the criteria. No evaluator will comment upon any criteria not documented in any given year. Lack of such observation and comment will not be held detrimental to any teacher's evaluation. The description of the following criteria is neither definitive nor inclusive. For further elaboration of these criteria, see John Saphier's book, *The Skillful Teacher*.

#### (a) Teaching Professionals

- (i) Attention: Are students attending to tasks and engaged in the curriculum consistently over the period? Does the teacher use various techniques to hold students' attention?
- (ii) Momentum: Are the students free from interruption, waiting time, distractions, and delays? Does the teacher keep ideas developing, providing transitions when needed?
- (iii) Expectations: Do students know exactly what is expected of them? Are the standards appropriate? Does the teacher communicate clearly? Are the standards high, yet attainable? Is the message sent that all students can learn?
- (iv) Personal Relationship Building: Do the students show respect and regard for the teacher? Does the teacher build personal relationships with students which reflect mutual respect and understanding?
- (v) Discipline: Are disruptive students dealt with effectively? Does the teacher have various means for working with disruptive or disengaged students?
- (vi) Principles of Learning: Do students' experiences show opportune use of the principles of learning? Does the teacher build in productive uses of the principles of learning? Does the teacher interrelate concepts taught?
- (vii) Clarity: Do students understand information and procedures? Is the teacher a good explainer? Does the teacher present accurate information and check for students' understanding?
- (viii) Space: Does the teacher get the most out of the available space and furniture?
- (ix) Time: Does the teacher make effective use of classroom time? Is the pace appropriate? Are beginning and ending minutes used appropriately? Does the teacher plan and manage student time appropriately?

- (x) Routines: Do students follow efficient routines for all regularly recurring business?
- (xi) Models of Teaching: Does the teacher match different classes and learning goals with different models of teaching?
- (xii) Objectives: Are there clear and appropriate objectives embedded in the instruction?
- (xiii) Evaluation: Do students receive systematic evaluation of their performance? Does the teacher know what the students have really learned? Does the teacher inform students of her/his evaluation criteria in a timely fashion?
- (xiv) Learning Experiences: Does the teacher adjust learning experiences in an attempt to match the needs and learning styles of the different students?
- (xv) Organization of Curriculum: Does the teacher plan learning experiences so that they show continuity, sequence, and integration with other learning experiences that students are having?

(b) Non-Teaching Professionals

In addition to the following criteria, non-teaching professionals will be evaluated according to responsibilities contained in job descriptions developed by the Superintendent-Principal in collaboration with those affected.

- (i) Guidance Counselors and School Psychologists
  - (a) Provide Appropriate Learning and Counseling Experiences: Does the faculty member plan and employ strategies and techniques (individual, group) to assist with the varied needs of students (e.g., different learning styles, developmental levels, social and emotional needs)?
  - (b) Demonstrate Appropriate Planning: Does the faculty member maintain procedures and routines to meet the ongoing needs of students (e.g., monitoring interim reports and grades; orientation; writing recommendations; scheduling student, teacher, and parent conferences)?
  - (c) Demonstrate Counseling and Clinical Skills: Does the faculty member maximize counseling services to meet the ongoing needs of students? Does he or she encourage student involvement in school activities? Does he or she assist students by defining objectives, establishing strategies for reaching them, monitoring progress, and providing feedback?
  - (d) Demonstrate Communication Skills: Does the faculty member establish and communicate appropriate expectations? Does he or she assist in transition and orientation activities for students and parents (e.g. course selection, college information, transition to post-secondary programs, orientation of new students, and program

transitions)? Does the faculty member communicate effectively with parents and the communities?

(e) Use of Available Resources: Does the faculty member utilize school and community resources to assist with student problems and development?

(f) Time: Does the faculty member manage his/her time to maximize counseling services to all students?

(ii) Librarians and Media Specialists

(a) Demonstrate a Knowledge of Content and Curriculum: Does the faculty member support student achievement and growth? Does he/she support the school's instructional program?

(b) Provide Appropriate Learning Experiences: Does the faculty member employ strategies to assist with the varied needs of learners (e.g., different learning styles, developmental levels, social and emotional needs)?

(c) A committee composed of department coordinators/liaisons, other teachers, and administrators will develop criteria and procedures for the assessment of coordinators and liaisons. Upon approval by the School Committee and the Association, the criteria will be added into the 2006-2009 contract.

E 2.5 Contributing Member of the Faculty

Included for consideration here are participation in department and house meetings, on committees and other faculty groups, and collegial support of the faculty and its members. Faculty members may be evaluated as the advisor or coach of any extracurricular activity for which they have volunteered. No faculty member will be discriminated against because he or she has not volunteered for an extracurricular or coaching position. Faculty members are also expected to carry out routine administrative responsibilities effectively and in a timely manner.

E 2.6 Parent and Community Relationships

Included for consideration here are communicating both orally and in writing with parents, making presentations, recognizing and using community resources, displaying an appreciation of the educational needs and expectations of the community, and contributing to parents' and other citizens' understanding of the school.

E 2.7 Professional Growth

Included for consideration here are faculty members' participation in professional development activities such as study groups, peer observations, graduate courses and workshops, maintenance of expertise, service on committees, and curriculum development.

EVALUATION ARTICLE III  
THE EVALUATION PROCESS

E 3.1 Purpose and Training

The Evaluation Process is planned, regular, and continuing. It is designed to aid professional growth and to provide the COMMITTEE and the Administration with an assessment of the quality of a faculty member's work. The Evaluation Process also serves as the basis for making decisions about staffing, layoffs, reductions in faculty, progression on Schedule A, and the granting of leaves and Professional Teacher Status. The Superintendent-Principal shall acquaint all new faculty members with the Faculty Evaluation Plan during a paid orientation session prior to the opening of school each year. The COMMITTEE will provide each new faculty member with a copy of The Skillful Teacher. A course in Saphier methodology will be offered annually to all faculty members at the COMMITTEE's expense. The course must accommodate at least ten percent (10%) of the Faculty. Any faculty member who successfully completes or has completed such a course, shall be granted three semester hours of credit toward advancement on Schedule A.

E 3.2 Frequency

Faculty members with Provisional Status will be evaluated annually. Faculty members with Professional Teacher Status who are rated Category I - Satisfactory will be evaluated biennially. Other faculty members with Professional Teacher Status will be evaluated as provided in E 3.13.

E 3.3 Outline

The individual evaluation process usually consists of the following steps:

Goals Conference held in the early fall,	[See E 3.7]
Formal Observations or Discussions,	[See E 3.8]
Informal information gathered throughout the year,	[See E 3.9]
Status Conference in January,	[See E 3.10]
Department Coordinator's Statement,	[See E 3.11]
Faculty Member's Statement, and	[See E 3.12]
Formal Written Evaluation and Conference.	[See E 3.13 and 3.14]

E 3.4 Alternative Evaluation Processes

(a) Faculty Member's Choices

Quadrennially, at the goals conference required in E 3.7 (b), a faculty member who has eight (8) years of teaching experience, and who has received three (3) consecutive ratings of Category I - Satisfactory, may choose one of the following methods of evaluation:

- (i) The faculty member may be evaluated using the process outlined in E 3.3.
- (ii) The faculty member may establish specific goals which will serve as the focus of classroom observation and/or other professional activities. Such goals will be mutually agreed upon by the faculty member and his/her evaluator.

- (iii) Two (2) faculty members, both of whom are eligible to choose his/her own type of evaluation, may agree to conduct four (4) classroom observations of each other. Each faculty member will record his/her observations, and the faculty members will confer about them. Both faculty members will meet jointly with their evaluator(s) to discuss how their observations have influenced their own teaching. The evaluator(s) will not be given records of the observations.
- (iv) The faculty member may develop any other type of evaluation process, as long as it is mutually agreed upon by the faculty member, the evaluator, the Superintendent-Principal, and a member of the ASSOCIATION'S Executive Committee.

(b) Formal Written Evaluation

At the conclusion of any of the processes outlined above, the evaluator will write a formal written evaluation as described in E 3.13.

(c) Initiation of the Regular Procedure

However, the faculty member's evaluator may, upon written notification of the faculty member, initiate the procedure established in E 3.3. Such notice will specifically enumerate and list the reasons for the change. Such change shall not be made except for substantial reasons, and must occur at least eight (8) weeks before the evaluation process is due to be completed.

E 3.5 Process for Faculty Members Employed Later in the School Year

(a) Employed after November 15

Faculty members employed on or after November 15 shall be subject to the evaluation process outlined in E3.3. However, they must be provided with the same thorough introduction to the process as required in E 3.1. As it would be very difficult for a faculty member employed after November 15 to take a complete course in the Saphier method, and because of the relatively short time such a faculty member would have at Lincoln-Sudbury before the evaluation process must be completed, special provisions will apply:

- (i) The faculty member will assume no school-wide or departmental goals, but only two (2) personal goals directly related to his/her professional position.
- (ii) During his/her first semester of employment any such faculty member will be exempt from extra duties as usually required under Article 8.2 (f). Such exemption will extend to the second semester when possible.
- (iii) A status conference, like that required for other faculty members in E 3.10, will be held half way between the beginning of the faculty member's employment and the date established for the conclusion of evaluations.
- (iv) The rating given at the end of the process as set out in E 3.13 will be considered tentative, and will be so described in the formal written evaluation.

(b) Employed after January 1

Faculty members who begin their employment on or after January 1 will be exempt from the formal evaluation process, though they will be evaluated informally. At the end of the year they will be given a written evaluation which shall not include a rating. A faculty member employed on or after January 1 must be given an introduction to the Saphier method as required in E 3.1 and be exempted from extra duties as usually required under Article 8.2 (f) for the remainder of the academic year.

E 3.6 Recusation of a Parent as an Evaluator or Observer

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

E 3.7 Goals

(a) School Wide

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

(b) Individual

In the fall each faculty member due to be evaluated in that year shall meet with her/his Housemaster or other administrator assigned for evaluation to discuss plans for the school year. At this conference the faculty member and the evaluator will discuss goals for the year which are based on a combination of school-wide goals, department goals, goals identified in any improvement or remediation plan drawn up at the end of the faculty member's most recent evaluation process, and professional development goals identified by the faculty member. Out of this discussion a list of goals will be developed and placed in the faculty member's folder. The list of goals, not to exceed four (4) in number, will be signed by both the evaluator and evaluatee indicating that they have read it. These goals and the Standards of Performance will serve as the framework for the faculty member's supervision and evaluation.

E 3.8 Formal Observations or Discussions

During the school year, the evaluator will be responsible for conducting at least one (1) formal classroom observation of each teacher. For counselors, psychologists, librarians, and media specialists the evaluator will be responsible for conducting at

least one (1) formal discussion to review the individual's progress on goals and to discuss his/her overall performance.

For faculty members without Professional Status or without a current evaluation of Category 1, this observation/discussion will take place before November 30. For faculty members with Professional Status and with a current evaluation of Category 1, this observation/discussion will take place before December 20.

For a teacher to receive an evaluation of other than Category 1, the evaluator must formally observe the teacher at least two (2) times, one (1) of which may be scheduled at the discretion of the teacher. For a counselor, psychologist, librarian, or media specialist to receive an evaluation other than Category 1 the evaluator will be responsible for conducting at least two (2) formal discussions to review the individual's progress on goals and to discuss his/her overall performance.

The evaluator is responsible for sharing with the faculty member the results of the observation and suggestions for improvement at a conference following each formal observation. The evaluator will write a summary of these discussions that will become part of the material upon which the formal written evaluation will be based. The evaluator will provide the faculty member a copy of this write-up within 2 weeks of the observation.

#### E 3.9 Informal Aspect

In addition to the formal classroom observations, the evaluation process has an ongoing, informal aspect. Information may be derived from casual classroom visits as well as unsolicited comments from students, colleagues, staff, other administrators, and parents. The evaluator will inform the evaluatee of any such information and its source(s) by name within ten (10) school days of the time when the evaluator knew or reasonably should have known of the information, or the information shall never become a consideration in any evaluation.

#### E 3.10 January Conference

At a conference to be held in January, the evaluatee and evaluator will review the evaluatee's performance and progress toward all the goals listed in his/her evaluation plan. A summary of this meeting will be drawn up by the evaluator within two weeks of said conference, but no later than February 10. The evaluatee shall sign the statement indicating only that he/she has read it within seven days of receipt. within five school days of receipt.

#### E 3.11 Department Coordinator's Statement

Information regarding the faculty member's knowledge and coverage of curriculum will be obtained from the Department Coordinator. In departments where the Department Coordinator has limited knowledge of the specific subject matter, either party has a right to call a meeting with the appropriate Housemaster to determine an acceptable process by which this information will be attained. The Department Coordinator may also comment upon the faculty member's ability to translate curricula into effective lessons. Information obtained from the Department Coordinator will be in writing, and will specify the basis of the information.



E 3.12 Faculty Member's Statement

Another source of information is the faculty member. In a written statement, the faculty member will describe his/her progress towards the goals established in the fall conference and present any other information that he/she wants the evaluator to consider in formulating a formal written evaluation. This statement must be written by May 15 for faculty members with professional status who received a Category I in their last evaluation and by April 15 for all other faculty members being evaluated. Because all goals may not be met by this time, plans for the balance of the school year should be included.

E 3.13 Formal Written Evaluation

After the evaluation conference, to be held by June 1 for all faculty members with professional status who received a Category I in their last evaluation, or by May 1 for all other faculty members being evaluated, the evaluator will prepare a formal written evaluation to be placed in the faculty member's personnel file. The evaluation will be based on the listed criteria, the Standards of Performance, the goals statement written in the fall, and information provided by the evaluatee. The formal written evaluation will include the basis or source of all information included in the evaluation.

This formal written evaluation must be written, and a copy given to the faculty member, by June 1 for faculty members with professional status who received a Category I in their last evaluation and by May 15 for all other faculty members being evaluated. A copy of this written evaluation signed by the faculty member, indicating the receipt of the document, will be returned to the evaluator within fourteen (14) days of its receipt.

At the completion of each formal written evaluation the faculty member's overall performance will be described as follows:

(a) Category I - Satisfactory

In this case formal evaluation will be waived for the following year. However, all faculty members must be evaluated at least biennially.

(b) Category II - Satisfactory with Qualifications

In this case all specific substantive qualifications will be explicitly enumerated and listed as such in the formal written evaluation. All such qualifications will become goals the faculty member will work on during the following year. During the fall meeting with his/her evaluator the faculty member may then choose to

- (i) submit in April a self-evaluation based on the established goals, and remain in Category II for the following year;

or may choose to

- (ii) be evaluated formally with the opportunity of moving out of Category II.

(c) Category III - Unsatisfactory

In this case all the specific areas in which the faculty member does not meet the standards will be enumerated and listed as such in the formal written evaluation, and all problems will be explicitly enumerated and listed as such in the formal written evaluation. A remediation plan will be developed and the faculty member will be evaluated the following year by his/her present evaluator and an additional administrator of his/her choice.

(d) First Year Teachers

Teachers in their first year of teaching at Lincoln-Sudbury will, in the Formal Written Evaluation, either be rehired, with a list of specific strengths and recommendations for continued growth, or not rehired.

E 3.14 Examination and Rebuttal

Each faculty member will examine his/her formal written evaluation, discuss it with the evaluator, and sign an attached statement indicating only that he/she has read it. The faculty member will retain the right to permanently attach formal written rebuttals and other documents to his/her formal written evaluation.

E 3.15 Notification of the Association

Every year on or before June 1, the Superintendent-Principal shall inform the ASSOCIATION of the results of the evaluation process by providing the ASSOCIATION with the number of faculty members placed in each evaluation category as a result of the evaluations just concluded. Names of individual faculty members will not be provided, but distinction will be made between faculty members with and without Professional Teacher Status.

E 3.16 Recertification

Neither the process nor the result of recertification shall affect the evaluation of a faculty member.

E 3.17 Department Coordinator and Liaison Evaluation

Department Coordinators and Liaisons are to be evaluated annually. The Coordinator/Liaison and the Administrator shall mutually agree upon the areas of evaluation by November 15<sup>th</sup>. A January Conference will be held annually. Year-end write-ups, due June 1<sup>st</sup>, may vary in format and length as mutually agreed upon by Coordinator/Liaison and Administrator. Teacher evaluation and Coordinator evaluation must be two separate documents.

Coordinators/Liaisons will solicit feedback from members of their department in each of the first three years of service, and then every other year after that. Coordinators/Liaisons and the members of their department should mutually agree upon the methods for gathering and delivering feedback.

Coordinators/Liaisons will be notified by March 15<sup>th</sup> if they are not going to be reappointed for the following school year.

## EVALUATION ARTICLE IV

### REMEDIATION

#### E 4.1 Remediation

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

## EVALUATION ARTICLE V

### PEER REVIEW TEAM

#### E 5.1 Selection and Training

A Peer Review Team will be formed of five (5) ASSOCIATION members elected by the ASSOCIATION. The five (5) member Peer Review Team will serve staggered terms of three (3) years. If any members of the Peer Review Team do not have previous experience in observation, training will be provided at the COMMITTEE's expense. The Peer Review Team will function as follows:

#### E 5.2 Informal Involvement

A faculty member undergoing evaluation may discuss his or her current evaluation with the Team at any time during the process, and may ask the Team to become informally involved at any stage.

#### E 5.3 Formal Process

A faculty member may at any time formally ask for the intervention of the Peer Review Team. At that point the procedure will be as follows:

- (a) The faculty member will provide the Team with a copy of the current formal written evaluation, if available, any attachments thereto, and other information he/she deems relevant.
- (b) The faculty member will meet with the full Team to further explain and discuss the issues.
- (c) The team may, at the request of the faculty member, observe him/her, collect independent information, and/or consult with the evaluator or others. If the Team conducts classroom observations, the evaluator will also be present at at least half of the observations.

- (d) As soon as possible after all the information has been collected, a member of the Team will give an oral report of the Team's findings to the faculty member. The Team's findings will represent the majority view of the Team. The development of the report and the report itself will be kept strictly confidential.
- (e) The faculty member may have a representative of the Team
  - (i) accompany him/her in further meetings concerning his or her evaluation;
  - (ii) participate in setting goals for the coming year or in developing a remediation plan; and
  - (iii) assist in efforts to improve specific weaknesses.
- (f) Neither remediation nor reference to the Team shall limit the ability of a faculty member to initiate a grievance.
- (g) No matters involving the Peer Review Team process shall be admissible in the grievance or arbitration procedures or any other legal proceeding or be included in a faculty member's personnel file. Except as required by law, members of the Peer Review Team may not testify as to matters related to the Peer Review Team process.
- (h) The faculty member, the COMMITTEE, and the Administration agree to hold harmless the members of the Peer Review Team in any proceeding which may involve the evaluation of a faculty member or the activities or findings of the Team.

## CALENDAR OF DEADLINES

### THE CONTRACT

October 15	last day to submit requests for course reimbursement [13.2 (e)]
October 30	last day on which to submit evidence to switch columns on Schedule A for first semester [5.2 (j)]
November 15	last day for course reimbursement distribution [13.2 (e)]
November 15	last day for the COMMITTEE to inform the ASSOCIATION of any reduction in ED&E funding [7.3]
December 1	last day to file a request for: a sabbatical leave [16.2] a transition leave [18.3]
January 15	written notice due of intent to return from: an unpaid leave [17.5 (b)] long term medical leave [17.4]  written request for extension of an unpaid leave due [17.5 (b)]
April 1	deadline for notification of decisions regarding sabbatical leave [16.3]
April 30	last day on which to submit evidence to switch columns on Schedule A for payment starting in March [5.2 (j)]
May 15	under normal circumstances notification of reduction in faculty must be given [6.1 and 6.3]

## THE EVALUATION PROCESS

- November 15 faculty beginning employment on or after this date have a special procedure [E 3.5 (a)]
- Coordinator/Liaison and Administrator agreement on areas of evaluation [E 3.17]
- November 30 first observation of teachers must be completed [E 3.8]
- December 20 first formal discussion must be completed for counselors, psychologists, librarians, and media specialists [E 3.8]
- January 1 faculty beginning employment on or after this date have a special procedure [E 3.5 (b)]
- January 31 review conference [E 3.10] [E 3.17]
- February 10 final deadline for write-up of January Conference [E 3.10]
- February 17 final deadline for return of signed acknowledgment of January Conference write-up due within 5 school days after this [E 3.10]
- March 15 final deadline to notify Department Coordinator/Liaison if not being reappointed to the position [E 3.17]
- April 15 self-evaluation due for faculty members without professional status [E 3.12] and for Category II and Category III faculty with professional status [E 3.12] [E 3.13 (b) (i)]
- May 1 evaluation conference for teachers without professional status and for Category II and Category III faculty with professional status [E 3.13]
- May 15 final written evaluation of faculty without professional status and Category II and Category III faculty with professional status [E 3.13]
- self-evaluation due for Category I faculty with professional status. [E 3.12]
- June 1 evaluation conference for Category I faculty with professional status [E 3.13] final written evaluation of Category I faculty with professional status [E 3.13] evaluation of Coordinators/Liaisons [E 3.17] Association to be given data on latest evaluations [E 3.15]
- June 30 remediation plan must have been completed [E 4.1]

INDEX

	Section	Page
Academic Freedom -----	12.10	25
Accident -----	12.4	24
Additional Work Days -----	9.4	20
Amendment of Agreement -----	24.1	38
Annuities -----	20.3	35
Arbitration,		
arbitrability -----	4.3	4
binding on both parties -----	4.4	4
definition -----	3.2	2
expenses of -----	4.2	4
initiation of -----	3.6 Level 3	3
-----	4.2	4
limits of -----	4.2	4
-----	4.4	4
not subject to -----	3.2	2
-----	6.1	12
-----	16.5	30
-----	E 5.3 (g)	60
rules governing -----	4.2	4
submission to -----	3.6 Level 3	3
-----	4.1	4
Arbitrator,		
decision of -----	4.4	4
function of -----	4.4	4
selection of -----	4.2	4
Assault -----	12.3	24
-----	12.4	24
Assignment of Faculty Member,		
case load -----	8.2 (e)	17
class load -----	8.2 (e)	17
duties -----	8.2 (f)	18
-----	8.5	19
participation in -----	8.3	18
ASSOCIATION,		
as bargaining agent -----	1.1 (a)	1
-----	5.8	9
-----	9.1	19
-----	9.2, 3	19
in grievances -----	3.2	2
-----	3.4	2
-----	3.6 Level 2	3
-----	3.6 Level 3	3
membership -----	1.1 (a)	1
as representative in grievances -----	3.9	4
Athletic Trainer -----	5.8 (b)	9
Attachment A, Layoff Waiver -----	6.4	13
Attachment B, Evaluation Plan -----	6.2 (a)	12
-----	12.6	24
Bachelor's Degree -----	5.2 (a)	5
-----	5.2 (b)	5
Back-To-School Night -----	9.1 (e)	19

Bargaining, Collective -----	1.1 (a)	1
-----	1.2	1
-----	5.8	9
-----	12.6	24
Budget, information shared on -----	5.10	10
Calendar -----	9.2, 3	19
deadlines -----	Calendar	61
Case Loads -----	8.2 (e) (iv)	17
Certificate/Certification,		
in reduction in faculty -----	6.2 (c) (i)	12
-----	6.7 (f)	14
and teaching assignment -----	8.4	18
Class Meetings -----	8.2 (e) (ii)	17
-----	8.2 (e) (iii)	17
Coaching,		
compensation -----	5.8 (b)	9
experience pay -----	5.8 (d)	10
evaluation and -----	E 2.5	52
faculty rights to positions -----	10.2	20
pay periods -----	5.8 (b)	9
pay scales -----	5.8	9
vacancies -----	10.1	20
COMMITTEE,		
rights -----	22.1	37
rights to,		
alter duties -----	1.2	1
approve pay scales for extra services & coaching ----	5.8	9
create positions -----	1.2	1
eliminate positions -----	1.2	1
reduce faculty -----	6.2	12
reduce to part time -----	6.2 (c)	12
Complete Agreement -----	24	38
Conferences, Reimbursement for -----	13.1	26
Contributing Member of the Faculty -----	E 2.5	52
Coordinator, Department(s),		
in ASSOCIATION. -----	1.1 (a)	1
compensation of -----	5.11 (a)	10
evaluation and -----	<del>E 2.5</del>	<del>52</del>
-----	E 3.11	56
-----	5.11 (c)	11
evaluation of -----	E 3.17	58
job description of -----	5.11 (a)	10
released time for -----	5.11 (b)	11
review workload -----	8.2 (b)	16
termination notification deadline -----	5.11	10
Core Values -----	E 2.1	49
-----	E 2.2	49
Course Reimbursement,		
distribution of -----	13.2 (a)	26
funding of -----	13.2 (c)	27
recertification and -----	13.2 (d)	27
reimbursement deadlines -----	13.2 (e)	27
Credit Union -----	20.2	35
Credits, Academic -----	5.2 (g)	6
-----	13.2 (b)	26
Curriculum -----	E 2.3	50
-----	E 3.11	56



Day, Length of -----	8.2 (c)	17
Degrees, Academic -----	5.2	5
Death and Dismemberment Insurance-----	11.4	23
Department(s),		
defined -----	6.7 (f)	14
Coordinator(s) of, SEE COORDINATOR, DEPARTMENT		
Liaison of, SEE LIAISON, DEPARTMENT		
membership in -----	6.2 (b)	12
-----	6.2 (c)	12
Dependents Attending LSRHS -----	12.5	24
Discrimination -----	2.1	2
-----	12.6	24
-----	E 2.5	52
Dismissal Hearing -----	6.4	13
Directed Study Time -----	8.2 (e) (ii)	17
Domestic Partner -----	11.1 (a) (i)	20
-----	15.2, 3	28
Dues, ASSOCIATION -----	20.1	34
Duration -----	25	38
Duties,		
assigned -----	5.11 (b)	11
-----	8.2 (f)	18
-----	8.5	19
-----	E 3.5 (a) (ii)	54
-----	E 3.5 (b)	55
not required -----	8.5	19
Educational Development & Evaluation,		
compensation for -----	7.1	15
-----	7.2	15
funding of -----	7.3	15
released time for -----	7.1	15
Emeritus Status -----	19	33
Emergency Days -----	9.3	19
Employee Assistance Program -----	12.9	25
Evaluation,		
administrative responsibilities and -----	E 2.5	52
alternative forms of -----	E 3.4	53
annual -----	E 3.2	53
basis of -----	E 3.7 (b)	55
-----	E 3.8	55
biennial -----	E 3.2	53
-----	E 3.13 (a)	57
calendar of deadlines -----	Calendar	61
categories of -----	5.4	7
-----	6.2 (a)	12
-----	E 3.2	53
-----	E 3.4 (a)	53
-----	E 3.13	57
-----	E 4.1	59
coaching and -----	E 2.5	52
conference after observation -----	E 3.8	55
January -----	E 3.10	56
final -----	E 3.12,13	57
initial -----	E 3.7 (b)	55

Evaluation,

Coordinator and -----	E 2.5	52
-----	E 3.11	56
course related to -----	E 3.1	53
criteria for teaching etc. -----	E 2.4	50
-----	E 3.13	57
curriculum, design of and -----	E 2.3	50
department and -----	E 2.5	52
discrimination in -----	12.6	24
-----	E 2.5	52
documentation in -----	E 2.4	50
-----	E 3.14	58
employee assistance program and -----	12.9 (c)	25
extra services and -----	E 2.5	52
formal written -----	E 3.4 (b)	54
-----	E 3.7 (b)	55
-----	E 3.8	55
-----	E 3.12,13	57
-----	E 4.1	59
-----	E 5.3	59
framework for -----	E 3.7 (b)	55
goals for -----	E 3.4 (a) (ii)	53
-----	E 3.5 (a) (i)	54
-----	E 3.7	55
-----	E 3.12,13	57
-----	E 4.1	59
-----	E 5.3 (e) (ii)	60
house and -----	E 2.5	52
informal aspect of -----	E 3.9	56
informal written evaluation -----	E 3.5 (b)	55
initial conference -----	E 3.7 (b)	55
-----	E 3.13 (b)	57
job description and -----	E 2.4 (b)	51
knowledge of subject matter and -----	E 2.3	50
-----	E 3.11	56
layoff and -----	E 1.1 (c)	49
-----	E 3.1	53
leaves and -----	E 1.1 (c)	49
-----	E 3.1	53
stipend and -----	5.5 (b)	8
new faculty and -----	E 3.1	53
-----	E 3.5	54
observation and -----	E 3.8	55
-----	E 5.3 (c)	59
provisional status and -----	E 3.2	53
professional teacher status and -----	E 1.1	49
-----	E 3.1	53
-----	E 3.2	53
-----	E 3.15	58
purposes of -----	E 1.1	49
-----	E 3.1	53
quadrennial -----	E 3.4 (a)	53
rating, -----	E 3.13	57
none -----	E 3.5 (b)	55
tentative -----	E 3.5 (a) (iv)	54
read by faculty member -----	E 3.10	56
-----	E 3.14	58

Evaluation,		
rebuttal of	E 3.14	58
recertification and	E 3.16	58
recusation of,		
coordinator	E 3.6	55
evaluator	E 3.6	55
regular procedure,	E 3.3	53
	E 3.4 (a) (i)	53
	E 3.4 (c)	54
	E 3.5 (a)	54
exemption from	E 3.4	53
	E 3.5 (b)	55
reduction in faculty and	6.2 (a)	12
	E 1.1 (c)	49
	E 3.1	53
Schedule A and	E 3.1	53
self	E 3.13 (b) (i)	57
signed by faculty member	E 3.14	58
staffing and	E 1.1 (c)	49
	E 3.1	53
step increases and	5.4	7
	E 1.1 (c)	49
	E 3.1	53
student contact time and	8.2 (d)	17
written statement of faculty member	E 3.12	57
Evaluator,		
alternative plans and	E 3.4	53
conferences with	E 3.4 (a)	53
	E 3.5 (a) (iii)	54
	E 3.7 (b)	55
	E 3.8	55
	E 3.10	56
	E 3.13	57
	E 3.14	58
	E 4.1	59
criteria not observed/documentd	E 2.4	50
defined	E 3.2	53
	E 3.13 (c)	57
discussion of evaluation with	E 3.14	58
formal written evaluation prepared by	E 3.13	57
goals established with	E 3.7 (b)	55
	E 3.13 (b)	57
	E 4.1	59
information to be considered by	E 3.12, 13	57
shared with faculty member	E 3.9	56
observation and	E 3.8	55
Peer review team and	E 5.3 (c)	59
remediation and	E 4.1	59
Executive Committee	14.1	27
	E 3.4 (a) (iv)	54
Experience and Placement	5.2 (h)	6
Extra Services,		
compensation	5.8 (a) (d)	9,10
evaluation and	E 2.5	52
faculty rights to positions	10.2	20
pay periods	5.8 (a) (d)	9,10
pay scales	5.8	9

Extra Services,		
vacancies -----	10.1	20
Facilities,		
evaluation and -----	E 2.4(a)(viii)	50
President's office -----	12.2	23
use of -----	12.1	23
Faculty Member, defined -----	1.1 (b)	1
Family, Immediate,		
defined for bereavement leave -----	15.2	28
defined for illness leave -----	15.3	28
Funding,		
coaching -----	5.8(b)	9
course reimbursement -----	13.2 (c)	27
early retirement -----	19.2	34
ED & E -----	7.3	15
extra services -----	5.8	9
sabbaticals -----	16.5	30
Goals		
-----	E 3.4 (a) (ii)	53
-----	E 3.5 (a) (ii)	54
-----	E 3.7 (a), (b)	55
-----	E 3.10	56
-----	E 3.12, 13	57
-----	E 4.1	59
Grievance,		
adjustment not inconsistent with Agreement -----	3.4	2
ASSOCIATION, role in -----	3.2	2
-----	3.4	2
-----	3.6 Level 2, 3	3
-----	3.8	4
-----	3.9	4
closure of -----	3.4	2
complaints resolved under -----	3.2	2
confidentiality in -----	3.1	2
decision,		
failure to render -----	3.3	2
written -----	3.6 Level 1, 2	3
definition of -----	3.2	2
denial of -----	3.3	2
direct to Superintendent -----	3.4	2
documents related to -----	3.10	4
immediate supervisor defined -----	3.5	3
informality in -----	3.1	2
-----	3.5	3
not subject to -----	3.4	2
-----	6.1	12
-----	16.5	30
-----	E 5.3(f), (g)	60
peer review team and -----	E 5.3(f), (g)	60
procedure,		
formal -----	3.6	3
informal -----	3.1	2
purpose of -----	3.1	2
representation in -----	3.6 Level 2	3
-----	3.9	4
reprisal for -----	3.8	4
settlement of -----	3.3 (b)	2
Superintendent/Principal's role in -----	3.6 Level 2, 3	3

Grievance,			
	time limits for -----	3.3	2
	-----	3.7	3
Grievance,			
	written, contents of -----	3.6 Level 1	3
Guidance Counselors,			
	evaluation of -----	E 2.4 (b) (i)	51
	load of -----	8.2 (e) (iv)	17
Health and Safety,			
	industrial hygienist-----	21.3	36
	protocol -----	21.4	36
	material safety data sheets-----	21.2(d)	36
	representative -----	21.2(a)	35
	suspected hazardous conditions-----	21.4	36
Health Insurance	SEE INSURANCE, HEALTH		
Hiring,			
	placement on Schedule A -----	5.2	5
	preference in -----	10.2	20
Hours	-----	8.2 (c)	17
Illness, Long Term,			
	leave -----	17.4	32
	sabbatical leave and -----	16.6	30
Immediate Supervisor,			
	defined in granting of leaves -----	15.8	29
	grievance procedure -----	3.5	3
Industrial Hygienist	-----	21.3	36
Injury, on the job	-----	12.4	24
Insurance,			
	cafeteria plans, -----	11.1 (a) (iv)	21
	-----	11.2	22
	dependent care -----	11.2	22
	medical expenses -----	11.2	22
Disability,	-----	11.5	23
emeritus status and	-----	19.1 (c)	33
Health,	-----	11.1	20
	domestic partners and -----	11.1 (a) (i)	20
	layoff status and -----	6.6	14
	payment for -----	11.1 (a) (ii)	21
	-----	11.1 (b) - (d)	21,22
	part-time faculty and -----	11.1 (a) (i)	20
	-----	15.1 (b)	28
	payroll deductions of, pre-tax -----	11.1 (a) (iv)	21
	recall status and -----	6.6	14
	retirees and -----	11.1 (d)	22
	savings incentive plan -----	11.1 (e)	22
	sick leave and -----	15.1 (b)	28
	transition leave and -----	18.2	33
	unpaid leave and -----	11.1 (c)	22
	unpaid leave due to illness and -----	11.1 (c)	22
Life,	-----	11.3, 4	22, 23
	active employment defined for -----	11.3	22
	emeritus status and -----	19.1 (c)	33
	layoff status and -----	6.6	14
	part-time faculty and -----	11.3 (d)	23
	-----	11.4	23
	recall status and -----	6.6	14
	retirees and -----	11.4	23

Insurance,		
Worker's Compensation -----	12.4	24
Job Descriptions,		
development of -----	E 2.4 (b)	51
in evaluation -----	E 2.4 (b)	51
Just Cause -----	12.8	25
Knowledge of Subject Matter -----	E 2.3	50
	E 3.11	56
Labervisor -----	5.12	11
Laws, precedence of -----	23	37
Layoff -----	E 1.1 (c)	49
	E 3.1	53
Layoff Status,		
definition of -----	6.7 (b)	14
rights and responsibilities under -----	6.4	13
vacancies and -----	10.1	20
Leaves of Absence,		
evaluation and -----	E 1.1 (c)	49
	E 3.1	53
granting of -----	15	28
	16	29
	17	31
life insurance and -----	11.3, 4	22, 23
paid, long term,		
health insurance and -----	11.1 (b)	21
other -----	16.8	31
sabbaticals -----	16	29
seniority and -----	6.7 (a)	14
paid, short term,		
bereavement -----	15.2	28
emeritus status and -----	19.1 (c)	33
general -----	15.8	29
jury duty -----	15.6	29
medical need of family member -----	15.3	28
parental -----	15.4	28
personal -----	15.7	29
religious -----	15.5	28
sick -----	15.1	28
part-time -----	17.5 (c)	32
permanent,		
emeritus status -----	19	33
transition -----	18	32
unpaid, adoption -----	17.3 (b)	31
extension of -----	17.5 (b)	32
health insurance and -----	11.1 (c)	22
life insurance and -----	11.3	22
long term medical -----	17.4	32
maternity/parental -----	17.3	31
military -----	5.2 (i)	6
	17.1	31
others -----	17.5	32
professional teacher status and -----	17.6	32
return, notice of intent to -----	17.5 (b)	32
Schedule A and -----	17.6	32
seniority and -----	17.6	32
service -----	5.2 (i)	6
	17.2	31

Liaison, Department,		
in ASSOCIATION -----	1.1 (a)	1
compensation of -----	5.11 (a)	10
evaluation and -----	5.11 (c)	11
evaluation of -----	E 3.17	58
job description of -----	5.11 (a)	10
released time for -----	5.11 (b)	11
review workload -----	8.2 (b)	16
termination notification deadline -----	5.11	10
Librarians -----	E 2.4 (b) (ii)	52
-----	E 3.8	56
Longevity -----	5.5	7
L-S Credits -----	5.2(j)	7
L-S Service Stipend -----	5.5 (a)	7
L-S Master Teacher Stipend -----	5.5 (b)	7
Master Teacher Stipend -----	5.5 (b)	7
Master's Degree -----	5.2 (b) - (f)	5, 6
Master's Degree Plus 15 -----	5.2 (c)	5
Master's Degree Plus 30 -----	5.2 (d)	5
Master's Degree Plus 45 -----	5.2 (e)	6
Master's Degree Plus 60 -----	5.2 (f)	6
Material Safety Data Sheets -----	21.2(d)	36
Media Specialists -----	E 2.4 (b) (ii)	52
-----	E 3.8	56
Meetings, joint,		
Executive Committee and COMMITTEE -----	14.2	27
Superintendent -----	14.1	27
Mentor Teacher Coordinator Stipend -----	5.7	8
Mentor Teacher Stipend -----	5.7	8
Minuteman-Nashoba Health Group -----	11.1 (a) (i)	20
Military Leaves -----	5.2 (i)	6
-----	17.1	31
Negotiations .		
-----	5.8	9
initiation of -----	24.2	38
reopening of -----	25.2	38
sharing of information -----	5.10	10
Parent and Community Relationships -----	E 2.6	52
Part-Time Faculty Members,		
compensation of -----	5.3	7
department membership and -----	6.2 (c)	12
duties of -----	8.2 (f)	18
emeritus extensions -----	19.2	34
health insurance -----	11.1 (a) (i)	20
-----	15.1 (b)	28
hours of -----	8.2 (c)	17
leave request -----	17.5 (c)	32
life insurance and -----	11.3 (d)	23
-----	11.4	23
rights of -----	12.11	26
transition leave and -----	18.3	33
Payroll Deduction of		
ASSOCIATION dues -----	20.1	34
Credit Union deposits -----	20.2	35
disability insurance premiums -----	11.5	23

Payroll Deduction of		
health insurance premiums -----	11 (a) (iv)	21
Peer Review Team -----	E 5	59
Performance,		
faculty member's -----	12.9 (c)	25
-----	E 3.13	57
standards of -----	E 2	49
Philosophy of School -----	E 2.2	49
Positions, no guarantee of -----	1.2	1
-----	22.1	37
President of Association,		
and calendar -----	9.2	19
duties, released from -----	8.2 (f)	18
office for -----	12.2	23
vacancies, notification of -----	10.1	20
Professional Growth -----	E 2.7	52
Professional Skills -----	E 2.4	50
Professional Teacher Status,		
in ASSOCIATION -----	1.1 (a)	1
evaluation and -----	E 1.1 (c)	49
evaluation and -----	E 3.1, 2	53
Professional Teacher Status		
evaluation and -----	E 3.6	55
-----	E 3.15	58
reduction in faculty and -----	6.1	12
-----	6.2 (b)	12
sabbatical leaves and -----	16.1	29
Promotion, preference in -----	10.2	20
Provisional Status Teachers,		
in ASSOCIATION -----	1.1 (a)	1
evaluation and -----	E 3.1, 2	53
-----	E 3.5	54
-----	E 3.6	55
-----	E 3.15	58
reduction in faculty and -----	6.1	12
Psychologist, School -----	1.1 (a)	1
-----	8.2 (e) (iv)	17
Rate Saver Plan -----	11.1 (e)	22
Ratios, staff/student -----	6.1	12
-----	8.1 (b)	16
-----	8.2 (e) (iv)	17
-----	22.1	37
Rebuttal, Right of -----	12.7 (c)	25
-----	E 3.14	58
Recall,		
definition of -----	6.7 (c)	14
rights and responsibilities under -----	6.5	13
vacancies and -----	10.1	20
Recertification and		
course reimbursement -----	13.2 (d)	27
evaluation -----	E 3.16	58
Recognition -----	1.1	1
Records, Personnel,		
access to -----	12.7 (d), (e)	25
contents of -----	E 3.13	57
copying of -----	12.7 (a)	24
grievances and -----	3.10	4



Records, Personnel,		
peer review team and -----	E 5.3 (g)	60
rebuttals in -----	12.7 (c)	25
-----	E 3.8	56
review, acknowledgment of -----	12.7 (b)	24
right of -----	12.7 (a)	24
storage of -----	12.7 (a)	24
Recusation in Evaluation -----	E 3.6	55
Reduction in Faculty, -----	6	12
evaluation and -----	E 1.1 (c)	49
-----	E 3.1	53
notification of -----	6.1	12
-----	6.3	12
provisional status faculty and -----	6.1	12
professional teacher status faculty and -----	6.1	12
sabbatical leaves and -----	16.6	31
Remediation,		
Category III and -----	E 3.13 (c)	57
grievance and -----	E 5.3 (f)	60
process of -----	E 4.1	59
Remediation,		
reduction in faculty and -----	6.2 (a)	12
Representation,		
right of, in evaluation process -----	E 5.3 (e) (i)	60
grievance procedure -----	3.6 Level 2	3
-----	3.9	4
Reserved Time -----	8.2 (d)	17
Responsibilities of faculty members,		
administrative. -----	8.2 (a)	16
-----	E 2.5	52
departmental -----	8.2 (a)	16
-----	E 2.5	52
duties -----	8.2 (f)	18
-----	8.5	19
house -----	E 2.5	52
primary -----	8.1 (a)	16
-----	8.2 (a)	16
-----	8.5	19
rules, enforcement of -----	8.5	19
Retirees,		
health insurance -----	11.1 (d)	22
life insurance -----	11.4	23
Retraining -----	13.2 (d)	27
Rules, teachers to enforce -----	8.5	19
Sabbatical leaves,		
application for -----	16.2	30
eligibility for -----	16.1	29
funding of -----	16.5	30
long term illness and -----	16.6	30
notification of -----	16.3	30
responsibilities under -----	16.6	30
reduction in faculty and -----	16.6	30
salary on -----	16.4	30
Salary,		
changing columns-----	5.2(k)	7
L-S Credits -----	5.2 (j)	7

Salary,			
	step increases-----	5.4	7
	payment of,		
	athletic trainer -----	5.8 (b)	9
	coaches -----	5.8 (b)	9
	payment schedule -----	5.9	10
	extra services -----	5.8 (a)	8
Saphier, John	-----	E 2.4	50
	-----	E 3.1	53
	-----	E 3.5 (a)	54
	-----	E 3.5 (b)	55
Satisfactory, Category I,	-----	E 3.13 (a)	57
	alternative evaluations and -----	E 3.4	53
	reduction in faculty and -----	6.2 (a)	12
	-----	6.2 (c) (ii)	12
	senior stipend and -----	5.5	7
	step increases and -----	5.4	7
Satisfactory with Qualifications, Category II,	-----	E 3.13 (b)	57
	reduction in faculty and -----	6.2 (a)	12
	-----	6.2 (c) (ii)	12
	steps and -----	5.4	7
Schedule A,			
	emeritus status and -----	19.1 (b)	33
	evaluation and -----	E 1.1 (c)	49
	-----	E 3.1	53
	leaves, unpaid, and -----	17.6	32
	life insurance and -----	11.3 (c)	23
	military leave and -----	17.1	31
	movement on -----	5.2 (k)	7
	-----	5.4	7
	-----	E 3.1	53
	placement on -----	5.1	5
	-----	5.2	5
	recall and -----	6.5	13
	service leave and -----	17.2	31
	transition leave and -----	18.3	33
Schedule, Class	-----	8.2 (e) (ii)	17
Seniority	-----	6.2 (a)	12
	-----	6.7 (a)	14
	-----	17.6	32
Service, Years of	-----	5.13	11
Sick Days/Leave,	-----	15.1 (a)	28
	injury on the job and -----	12.4	24
Skillful Teacher, The	-----	E 2.4	50
	-----	E 3.1	53
Snow Days	-----	9.3	19
Standards of Performance	-----	E 2	49
Step Increase	-----	16.7	31
	-----	5.4	7
Substitute,			
	faculty member on recall as -----	6.5 (b)	13
	payment for each class -----	5.6	8
Summer Workshop	-----	7.2	15
Tenure	-----	6.2 (b)	12

Terminated, defined	6.7 (d)	14
Time,		
class time per week	8.2 (e)	17
directed	8.2 (e) (ii)	17
duties	8.2 (f)	18
records	8.2 (h)	18
reserved time	8.2 (d)	17
school day	8.2 (c)	17
school year	9	19
Transition Leave	18	32
Unsatisfactory, Category III,	E 3.13 (c)	58
reduction in faculty and	6.2 (a)	12
step increases and	6.2 (c) (ii)	12
	5.4	7
Vacancies,		
definition of	6.7 (e)	14
notification of	10.1	20
Work, no guarantee of	1.2	1
	22.1	37
Workload,		
balance of	8.2 (b)	16
discussion with coordinator about	8.2 (b)	16
distributed over four years	8.2 (g)	18
duties as part of	8.2 (f)	18
	8.5	19
Workload,		
caseloads	8.2 (e)(iv, v)	17,18
individual	8.2 (b)	16
ratio and	8.1 (b)	16
records of	8.2 (h)	18
sections	8.2 (e)(i, iii)	17
Worker's Compensation	12.4	24
Year,		
Additional work days	9.4	20
calendar	9.2	19
defined	9.1	19
end	9.3	19
Years of Service	5.13	11

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