



LINCOLN PUBLIC SCHOOLS  
LINCOLN, MASSACHUSETTS

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AGREEMENT  
BETWEEN THE  
LINCOLN SCHOOL COMMITTEE  
AND THE  
LINCOLN TEACHERS ASSOCIATION

EFFECTIVE SEPTEMBER 1, 2017

EXPIRING AUGUST 31, 2020

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**PREAMBLE**

AGREEMENT made and entered into as of this 22nd day of June 2017 by and between the Lincoln School Committee of the Town of Lincoln, Massachusetts (hereinafter referred to as the "Committee") and the Lincoln Teachers Association (hereinafter referred to as the "Association") pursuant and subject to the General Laws of the Commonwealth of Massachusetts.

Both the Committee and the Association recognize that the children of the Lincoln School System are our primary interest, and we both commit our services to the best educational interest of these children.

This Agreement is a complete agreement between the parties. The parties agree that the relations between them shall be governed by the terms of this Agreement. No prior agreements or understandings, oral or written, shall be controlling or in any way affect the relations between the parties. No changes herein shall be made or effected unless agreed upon in writing.

## **Article 1**

### **DEFINITIONS**

- 1.1 "Administrators" - Unless otherwise provided, the term "Administrators" shall mean the Superintendent, Assistant Superintendent, Administrator for Business and Finance, Administrator for Student Services, Principal, Coordinator for Student Services, Preschool Coordinator, Director of Technology and METCO Director.
- 1.2 "Association" - The term "Association," as used herein, shall mean the Lincoln Teachers Association.
- 1.3 "Children" - The term "children," as used herein, shall mean the students in the Lincoln School System on both the Lincoln and Hanscom Campus grades Pre-K through 8.
- 1.4 "Committee" - Except as otherwise provided, the term "Committee," as used herein, shall mean the Lincoln School Committee.
- 1.5 "Day" - Unless otherwise indicated, all time limits indicated by reference to "day" shall mean a day in which children are in attendance at school for all or part of such day.
- 1.6 "Gender" - Whenever the context of any provision of this Agreement permits or requires it, any word in the masculine gender shall be construed to include the feminine gender and vice versa where appropriate.
- 1.7 "Lincoln Public Schools" - Unless otherwise provided, the term "Lincoln Public Schools" shall mean all schools administered by the Lincoln School Committee.
- 1.8 "Lincoln School System" - Unless otherwise provided, the term "Lincoln School System" shall mean all schools administered by the Lincoln School Committee. This term can be used interchangeably with the term "Lincoln Public Schools."
- 1.9 "Teacher, Faculty Member, or Educator" - The term "teacher, faculty member, or educator" as used herein, shall mean all members of the bargaining unit including classroom teachers, art, music, wellness, science enrichment, technology, drama and world language and FLES teachers, ELL, school adjustment counselors/social workers, speech and language therapists, physical therapists, occupational therapists, school psychologist, BCBA, METCO Advisors, school nurses, and librarians.
- 1.10 "Time Limits" - All time limits in this Agreement shall be considered maxima unless extended by written agreement of the parties or unless otherwise indicated.

## **Article 2**

### **RECOGNITION**

- 2.1 For purposes of collective bargaining with respect to wages, hours, and other conditions of employment and the negotiation of collective bargaining agreements, the Committee hereby recognizes the Association as the exclusive collective bargaining representative of all regularly appointed members of the teaching staff of the Lincoln School System but excluding the Superintendent, Assistant Superintendent, Administrator for Business and Finance, Administrator for Student Services, Director of Technology, Principal, METCO Director, Coordinator for Student Services, Preschool Coordinator, Director of Food Services, Network Manager, Assistant Network Manager, Facilities Coordinator, Technology Support (Help Desk), Data Manager, Coordinator of Business Operations, Human Resources & Payroll Specialist, Instructional Assistants, Special Education Assistants, Special Education Tutors, Administrative Assistants, Custodians, and Substitute Teachers.

- 2.2 The Lincoln School System is comprised of the faculty of the Lincoln Preschool, Lincoln School, Hanscom Primary School and Hanscom Middle School.
- 2.3 There will be no reprisals of any kind against any teacher by reason of her/his membership, or lack of membership, in the Association or participation in its activities.

### **Article 3**

#### **COMMITTEE RIGHTS**

- 3.1 The Committee is a public body established under, and with powers provided by, the General Laws of the Commonwealth of Massachusetts, and nothing in this Agreement shall derogate from the powers and responsibilities of the Committee under the General Laws of the Commonwealth or rules and/or regulations of the Commonwealth of Massachusetts. The Committee retains those rights, powers and duties it now has, may be granted or have conferred upon it by the General Laws of the Commonwealth. The exercise of the Committee's aforesaid rights shall be final and binding and not subject to the grievance and arbitration provisions of this Agreement.
- 3.2 The Association agrees that the Committee has complete authority over the policies and administration of all school departments, which it exercises under the provisions of law and in fulfilling its responsibilities under this Agreement. Any matter involving the management of school operations vested by law in the Committee is in the province of the Committee.

### **Article 4**

#### **HOURS AND WORKLOAD**

- 4.1 Teachers' workload shall include all duties related to their individual assignment and all related school and district activities which must be carried out to ensure a high-quality educational experience for all children and are characteristic of high-quality educational institutions. A duty does not consist of supervising students before or after the school day.
- 4.2 The school day for students will be 6 hours and 50 minutes on Mondays, Tuesdays, Thursdays and Fridays (unless scheduled as an early release day and reflected on the annual school calendar) and 4 hours and 35 minutes on Wednesdays and early release days.
- 4.3 The start of the school day shall be established by the Lincoln School Committee, and teachers shall be ready to receive students in their classrooms at the start of the school day.

It is expected of professional educators to be responsive to the needs of students, colleagues, the school administration, and families – especially in high-needs situations. Faculty will demonstrate a willingness and flexibility to be available in a timely manner. It is recognized that this may include time immediately before and after the school day or otherwise outside of instructional time in the classroom.

Faculty will be in their classroom prepared to meet children for instruction at the start of the school day. Being prepared to meet children for instruction and carrying out professional responsibilities includes; having well planned and provisioned instruction prepared, carrying out assessment administration and analysis, providing support to students outside of school hours when necessary, being available to meet with colleagues and administrators if necessary, in time sensitive, high need situations. Failure to carry out professional responsibilities may be reflected in the teacher's evaluation under Standard IV-F-2, Reliability and Responsibility.

- 4.4 A teacher's basic workload shall include classroom teaching and all related activity that must be carried out to ensure a high-quality educational experience for the children. This includes planning, preparation, instruction, assessment, communication with parents/guardians and colleagues and engagement in professional activities that help to support and expand a teacher's knowledge and skill base. The Committee shall work to protect teachers from interruptions that take away from the preparation needed for providing high-quality educational experiences for all children.
- (a) A standing committee will be formed including three LTA members, the Director of Technology, at least one principal, and one technology specialist to discuss policies and practices and make recommendations regarding professional responsibilities concerning technology.
  - (b) Job descriptions for all funded non-classroom teacher positions, stipended or contractual, will be kept up to date and posted on the internal website. The LTA will be notified of any changes to these job descriptions prior to their publication.
- 4.5 All teachers are given a minimum of thirty (30) minutes of duty-free lunch per day. On Wednesdays, all teachers will be given a forty-five (45) minute lunch period. In the event that a scheduling conflict and/or need for supervising students arise, it is the responsibility of the Principal to ensure that all teachers have a duty-free lunch.
- 4.6 A teacher-directed planning period is defined as a block of time set aside within the instructional schedule to allow teachers to plan for instruction, prepare instructional materials, assess student work, collaborate with colleagues and curriculum leaders, write reports and/or perform other assignment-related professional responsibilities. All teachers, Pre-K-8 shall be guaranteed a minimum of one hundred eighty (180) minutes each week (as defined by 5 days). All efforts will be made, but it cannot be guaranteed, to provide a minimum of one (1) planning period each day. A planning period must be at least thirty (30) minutes long. Teachers and Therapists without predefined class schedules will have the flexibility to include planning periods as described in this article within their schedules.
- Teachers working less than full time shall have their planning time prorated based on their part-time status. Part-time teachers are expected to complete their planning on campus and to volunteer to provide extra help for students in the same manner as full-time teachers based on consultations with Principals regarding schedules, required meetings, and when additional help can occur.
- These periods shall be for class preparation or other professional activities, as determined by the teachers. Planning time shall not be construed to be travel time between campuses/schools, time required for children to pass from class to class, before/after school periods, or lunch periods.
- 4.7 The parties recognize that a high performing school district requires sufficient allocation of both teacher-directed planning time and time for collaboration with peers to achieve coherence of the educational program. Two planning periods of forty-five (45) minutes each week shall be designated as Common Planning Time (CPT). Common Planning Time shall be defined as a block of time set aside to allow teachers to participate in meetings as a team or grade level. CPTs will not fall on consecutive days within a given week. Administrators and teachers will work collaboratively to make efficient use of CPTs.
- 4.8 The time and workload implications of any major system-wide initiative or school-based initiatives shall be discussed between the Administration and the Lincoln Teachers Association. Wednesday teacher planning periods will be scheduled with consideration for Report Card and Progress Report dates. The Wednesday prior to the start of parent conferences will be designated as a teacher planning Wednesday. A Wednesday after the close of term and before report cards are sent home will be designated as a teacher planning Wednesday. In addition, Wednesday afternoons not designated as teacher-planning time will be scheduled for school or district curriculum and professional development meetings. The agenda for these meetings shall be based on consultation

among Team Leaders, Curriculum Leaders, Principals and the Superintendent or Assistant Superintendent and may include faculty, cross campus, multi-grade or department meetings. The School Committee and the LTA agree that Wednesday afternoons will be scheduled on a 50/50 ratio between curriculum/professional development time (district and school based Wednesdays) and teacher planning time over the course of the school year. In school years with an odd number of Wednesdays, the larger number will be designated to teacher directed planning.

- 4.9 If a teacher required by administration to attend a meeting or cover a class misses an individual planning period, and as a result, has less than one hundred eighty (180) minutes of personal planning time in a week, the Principal is responsible for arranging for an additional planning period or arranging for paid compensation at the rate of a per diem hour. If there is to be paid compensation, the per diem hourly rate will be determined in the following manner: annual base salary/185 days/7.5. (See Exhibit E.)
- 4.10 No teacher shall be required to attend more than two (2) meetings per week with a maximum of six (6) meetings per month outside the instructional day; nor more than four (4) evening meetings during the school year. All afternoon meetings will end by 4:00 p.m. Any meeting that goes beyond 3:00 p.m. on Wednesdays shall count as one of the "outside the instructional day" meetings for that week. When teachers find that they do have requirements for more than two such meetings in a given week they will make the Principal aware and seek his/her advice on prioritization. Voluntary meetings and meetings that take place as part of work for which a stipend is received do not count towards the maximum of two (2) meetings per week or six (6) meetings per month.
- 4.11 Teachers will work with Principals on building-based committees to discuss, plan and implement building schedules.
- 4.12 Teachers who volunteer to provide extra help for students after school are not responsible for arranging supervision or transportation for those students when the session is over; however, the teachers volunteering for after-school sessions are responsible for following the permission verification process as defined in the Parent-Student Handbook.
- 4.13 Fall Parent-teacher conferences will be offered for parents to attend such conferences on:  
a) two specified district Wednesdays, one 1:30-4:00 p.m.; one 1:30 – 6:00 p.m.; b) one evening meeting from 5:00 – 8:00 p.m.; and c) 2 hours specified by teachers outside of normal work hours. The one evening meeting, 5:00 – 8:00 p.m. will not be scheduled in the same week as the one, 1:30 – 6:00 p.m. district Wednesday. Teachers are expected to be present during the scheduled fall Wednesday conferences. Other fall conference times are attended as needed based on appointments.

Parent conferences for elementary grades shall be scheduled in the spring and shall consist of three Wednesday afternoons. Two such afternoons shall be scheduled on days designated as "curriculum and professional development" Wednesdays and one on a day designated as a "Teacher Directed" Wednesday. Middle School spring conferences may also be offered on these days or other days/evenings at the teacher's discretion.

One of the five (5) "non-student" days of the 185-day teacher contract provides compensation for the time educators spend conducting parent conferences (Article 6.1).

- 4.14 Flextime
- (a) Flextime is defined as an extension of the school day, either at the beginning or the end of the school day, by no more than one hour. Flextime schedules shall be established for a specific period of time (quarter, trimester, semester or school year).
- (b) Proposals for flextime may be made by either a teacher or the administration. No teacher is required to work flexible hours.
- (c) Teacher proposals must be approved by the Principal and the Superintendent.

## **Article 5**

### **RESPONSIBILITY FOR GOAL SETTING AND SUPERVISION OF ASSISTANTS AND TUTORS**

- 5.1 Evaluation of the assistants and tutors will be the responsibility of the Administration. To assist in this process, teachers who work directly with an instructional assistant or tutor will review the expectations outlined in the goal setting and supervision document and will support these colleagues by establishing individual goals at the beginning of the school year.

Teachers will meet mid-year with instructional assistants and tutors to provide feedback related to performance expectations and goals.

Upon request, a teacher will provide informal feedback about this process to the administrator responsible for the evaluation of the assistant or tutor prior to their completion of the evaluation and decision regarding reappointment of the assistant or tutor.

- 5.2 In the event that an assistant or tutor works directly with more than one teacher, the Principal shall determine which teacher will take on this responsibility each year.

## **Article 6**

### **SCHOOL YEAR**

- 6.1 The regular work year (school year) of teachers (other than new personnel, who may be required to attend up to two (2) orientation sessions) will begin no earlier than the last Monday in August and will end no later than June 30<sup>th</sup>. In any given year, the School Committee, in consultation with the LTA, may vote exceptions to these general guidelines. The school year shall include all days when children are in attendance, two (2) teacher professional days at the beginning of the school year, Institute Day/Professional Day, and one (1) teacher day following the last day for students. In no event will the work year exceed the number of days pupils are in attendance by more than four (4) days. Teachers will be compensated for 185 days to accommodate for the time for parent-teacher conferences outside the workday. One hundred eighty-five (185) days will be used as the basis for per diems.
- (a) During the two professional days at the beginning of the school year, regular education teachers and classroom-based specialists shall be required to be in meetings totaling not more than four (4) hours over the course of the two days. Meetings will include district and faculty meetings. All other non-classroom based teachers will not be required to attend said meetings totaling more than seven (7) hours. Additionally, teams are also required to schedule a CPT, not to exceed one hour, during the first two days.
- 6.2 The School Committee is responsible for setting the annual school calendar. The Superintendent or her/his designee will consult with the Association Co-Presidents or Executive Board Members of the Association concerning the school calendar at least two (2) weeks prior to its adoption by the School Committee. In creating the calendar, every consideration will be made for the flow of the school year for students, faculty, administration, and families. This shall include consultation regarding the use and scheduling of the five "non-student" days, parent/teacher conferences and Wednesday afternoons.
- 6.3 Under normal circumstances, teachers will be notified by Administration in writing of their tentative programs for the coming year, including the school to which they will be assigned and the grades and/or subject that they will teach, by the close of school the prior year. Changes in such programs may be made after the close of the school year only in cases of

unforeseen circumstance and the teachers involved in the change will be notified as soon as possible.

## **Article 7**

### **TEACHER'S RIGHTS**

- 7.1 A teacher will have the right, upon written request to the Superintendent, to inspect and copy the contents of her/his personnel folder, files, cards and records in the presence of the Superintendent or her/his designee.
- 7.2 No new material derogatory to a teacher's conduct, service, character or personality will be placed in her/his personnel file unless the teacher has had an opportunity to review the material and to affix her/his signature and the date of signing to the copy of such material to be filed. The teacher's signature, however, shall not be deemed to indicate agreement with the contents of such material. The teacher will have the right to submit a written response to any material in her/his personnel file. The Superintendent shall review the teacher's response and attach it to the file copy of the material concerned. A copy of a letter of commendation will be sent to the staff member and entered into the personnel file. The teacher will have the opportunity to request within two (2) weeks of that receipt for it not to be placed in her/his file.
- 7.3 No teacher will be required to transport children to activities that take place away from such teacher's school campus. Teachers may transport children to outside activities with appropriate automobile insurance and written permission of the parent or guardian and the consent of the school principal.
- 7.4 Overnight trips are voluntary on the part of any teacher. Any teacher who attends an overnight field trip will be compensated at the rate of \$150 per night. The Superintendent must approve all overnight field trips in advance.
- 7.5 Teachers have the right to "opt-out" from having photographs published in electronic or paper copy. Teachers must submit their request to "opt-out" in writing or email to their principal by the first day of the school year.

## **Article 8**

### **RESOLUTION OF DIFFERENCES**

The Association shall not cause or sponsor, and no teacher represented by it in the Town of Lincoln shall cause or participate in, any strike, work stoppage, slowdown, sanctions or any other interference with work.

## **Article 9**

### **GRIEVANCES AND ARBITRATION**

- 9.1 GENERAL PROVISIONS
- (a) The purpose of the procedures set forth in this article is to produce prompt and equitable solutions to grievances of the teachers covered by this Agreement. It is the intent of the Committee and Association that such procedures shall always be as informal and confidential as may be appropriate for the grievance at the procedural level involved.

- (b) A grievance is defined as a dispute, claim or controversy involving a teacher or teachers concerning rates of pay, hours or working conditions, or the interpretation or application of the specific terms of this Agreement.
- (c) Nothing herein contained shall be construed to prevent any person from informally discussing any matter in her/his own interest with any member of the Administration or the Committee as long as any resolution is consistent with the terms of the Agreement.
- (d) In the event a grievance is filed after the end of the last day children are in attendance, or not all the procedural steps of a grievance have been completed prior thereto, fifteen (15) days shall be added to the following time limits. Time periods for the purpose of counting days pursuant to the grievance procedure shall start running the day after the grievance is presented at the appropriate level.
- (e) An aggrieved party must institute proceedings hereunder within fifteen (15) days of the event or events giving rise to the grievance or within fifteen (15) days of the date the aggrieved party had knowledge or reasonably should have had knowledge of the event or the events giving rise to the grievance.
- (f) If at any step of the procedure a decision on a grievance is not communicated to the grievant within the specified time limit, the grievant shall be permitted to proceed to the next step.
- (g) Any meetings with respect to the grievance procedure shall be held during non-school hours.
- (h) Notwithstanding any contrary provisions in this Agreement, the following shall not be subject to the grievance and arbitration provisions of this Agreement.
  - (i) Any incident that occurred or failed to occur prior to the effective date of this Agreement;
  - (ii) Any issue for which the decision of an arbitrator would not be final and binding;
  - (iii) The failure or refusal by the Principal or Superintendent to renew the contract of or reappoint a teacher working toward professional status;
  - (iv) The dismissal or suspension of a teacher working toward professional status. The parties recognize that a teacher without professional status who has been teaching for more than ninety (90) days in the Lincoln School System has a right at her/his request to a meeting under Massachusetts General Laws Chapter 71, Section 42;
  - (v) Any suspension or dismissal of a teacher with professional teacher status may be appealed in accordance with the provisions of Massachusetts General Laws, Chapter 71, Sections 42 or 42D.

## 9.2 ASSOCIATION GRIEVANCES

Step One: A teacher with a grievance shall present it promptly to her/his Principal, or in the event that the teacher is not directly responsible to a Principal, to her/his immediate supervisor with the object, in either case, of resolving the matter informally. The presentation of the grievance shall be in writing on the form attached hereto as Exhibit A. The Principal or supervisor shall then have five (5) school days in which to arrive at a decision.

Step Two: Within five (5) school days after the decision of the Principal or supervisor or the expiration of the Step One time limit with no decision rendered, the grievant may present her/his grievance to the Superintendent or his designee. The presentation of the grievance shall be in writing on the form attached hereto as Exhibit A. A meeting will be held at the request of either the grievant or the Superintendent provided such request is promptly made. Any meeting shall be held within ten (10) school days of the written grievance, and the Superintendent's written decision shall be within five (5) school days of the meeting. If no meeting is requested, the written decision shall be within ten (10) school days of the written grievance. An unresolved grievance(s) regarding discipline of a

teacher with professional teacher status which is not subject to appeal pursuant Massachusetts General Laws, Chapter 71, Sections 42 or 42D may proceed from Step Two directly to Step Four and shall not be considered at Step Three.

Step Three: Within five (5) school days after the decision of the Superintendent or the expiration of the time limit; therefore, with no decision made, the grievant may present her/his grievance in writing to the Committee. A meeting will be held at the request of either the grievant or the Committee provided such request is promptly made. Any meeting shall be held within twenty (20) school days after the submission of the grievance at this Step, and the Committee's written decision shall be within five (5) school days of the meeting. If no meeting is requested, the written decision shall be within twenty (20) school days of the submission of the grievance at this Step.

Step Four: Within ten (10) school days of the decision of the Committee at Step Three or the expiration of the time limit; therefore, with no decision made, and if the grievance alleges the violation of a specific term and/or provision of this Agreement and if the grievance has not been satisfactorily resolved at Step Three, the Association may submit the grievance to arbitration. Within ten (10) school days of the decision of the Superintendent at Step Two, if the grievance is regarding the discipline of a teacher with professional teacher status which is not subject to appeal pursuant to Massachusetts General Laws, Chapter 71, Sections 42 or 42D, or the expiration of the time limit therefore with no decision made, and if such grievance has not been satisfactorily resolved at Step Two, the Association may submit the grievance to arbitration. Any submission to arbitration must be in writing and be accompanied by the Teachers Grievance Form (contained in Exhibit A) after it has been processed through Step Three and Four (except as otherwise provided for dismissal of a teacher with professional status).

### 9.3 ARBITRATION OF GRIEVANCES

- (a) In the event that a grievance is referred to arbitration pursuant to Step Four of Section 9.2, the arbitrator shall be selected by agreement between the parties. If the parties are unable to agree upon an arbitrator within fifteen (15) days after the date of submission to arbitration, the American Arbitration Association, in accordance with its rules and regulations, shall make the selection.
- (b) The arbitrator shall issue his decision not later than thirty (30) calendar days from the date of the close of hearings or, if oral hearings have been waived, from the date the final statements and proofs are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted.
- (c) Notwithstanding any contrary provisions, no dispute or controversy shall be subject for arbitration unless it involves the interpretation or application of a specific term or provision of this Agreement.
- (d) The arbitrator shall be without power of authority to alter, add to, or detract from the provisions of this Agreement or to make a decision which:
  - (i) is violative of, or inconsistent with, any of the terms of this Agreement or applicable law;
  - (ii) exceeds his jurisdiction or authority under law of this Agreement;
  - (iii) involves any matter which by law or under the terms of this Agreement is within the exclusive authority of the Committee; or
  - (iv) involves any matter wherein the Committee's decision is final and binding under the terms of this Agreement or by law.

Subject to the foregoing, the decision of the arbitrator shall be submitted to the Committee and the Association and shall be binding upon the Committee, the Association and the individual grievant(s).

- (e) The arbitrator's fee, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Committee and the Association.
- (f) Any arbitration hearing shall be held during non-school hours unless the parties agree to conduct a hearing during school hours.
- (g) No documents, communications or records dealing with the processing of a grievance will be filed in the teacher's personnel file. There will be a grievance file for such documents.

## **Article 10**

### **EVALUATION OF TEACHERS**

- 10.1 Evaluation of educators will be the responsibility of the Administration and may be conducted at any time. The purposes of evaluations are the continuing improvement of a teacher's performance in rendering service to the school system and the establishment of a method by which personnel decisions will be made. All educators will be evaluated according to DESE regulations. Evaluations will be conducted consistent with the current evaluation policy, which is described in a document titled, *Handbook for Teacher Evaluation in the Lincoln Public Schools*, and is part of this contractual agreement.
- 10.2 At the beginning of the school year, the Superintendent will notify each educator of their evaluation plan and their assigned evaluator(s). In general, evaluators will be assigned according to the evaluator assignments described in the document titled, *Handbook for Teacher Evaluation in the Lincoln Public Schools*. In the event an evaluator leaves the district during the cycle, the Superintendent will assign a new evaluator. The new evaluator will continue with the educator's implementation plan, existing goals and the timeline of the cycle.
- 10.3 At the beginning of the school year, the Administration will review the process for evaluation and discuss the criteria listed in the Handbook for Teacher Evaluation with the educators.
- 10.4 Evaluation of educators will include, but will not be limited to, observations, artifacts, and evidence related to the performance standards and the attainment of the Educator Plan goals. Written evaluative comments, conclusions and performance rating will be developed according to the "*Standards and Indicators of Effective Teaching Practice*" (see *Handbook for Teacher Evaluation*) and confined to those matters which reflect the teacher's performance in meeting the requirements and responsibilities of their role, and the teacher's performance of her/his other professional and supervisory responsibilities.
- 10.5 For the purpose of evaluation, Lincoln School System Administrators shall consist of the Superintendent, Assistant Superintendent, Administrator for Student Services, METCO Director, Principals, Preschool Coordinator, Coordinators for Student Services, and the Director of Technology.
- 10.6 Nothing in this Article shall be deemed to limit the rights of the Administration to conduct evaluations. To the extent that the evaluation procedures contained in this Article are followed, the evaluative judgment of the evaluator shall be final and binding provided an educator who believes that the evaluator was unfair, may request in writing an additional evaluation by another Administrator assigned by the Superintendent. Such requests for an additional evaluator shall be made to the Superintendent in writing within ten (10) school days of receipt of written feedback.

If at any point during the Evaluation Cycle an educator believes the evaluator is demonstrating bias or is out of significant compliance, the educator may request a review of the process and related documents. Such requests shall be made in writing to the

Superintendent who will evaluate the request and determine appropriate next steps. The Superintendent shall respond to such requests within ten (10) school days. This may result in a meeting with the Superintendent and/or an evaluator reassignment. The Superintendent will provide reasoning if no bias or lack of compliance is determined. In either instance a plan for continual review will be developed and documented.

## **Article 11**

### **REDUCTION IN FORCE**

- 11.1 In the event of a reduction in force, teachers without professional status within the licensure required for a particular assignment shall be released before teachers with professional status.
- 11.2 In determining the order in which teachers with professional status shall be laid off or reduced in time within their major areas of licensure, the Superintendent shall consider the following factors: license and credentials and a teacher's performance ranking based upon current evaluation(s). If teachers are at the same average Reduction in Force Level (as defined by Section 11.2 below and the "Reduction in Force Levels" document – Exhibit G), seniority as defined in section 11.2(c) shall govern.
- (a) The determination of a Reduction in Force shall be made by the Superintendent who shall also stipulate the position(s) that will remain and the appropriate Department of Education license(s) and highly qualified credentials as required by DESE necessary to fill those position(s).
- (b) The Superintendent will confirm that a teacher in this category meets all of the licensure and credentialing requirements stipulated by 11.2(a).
- Reduction in Force Level:* The Superintendent shall review the three most recent eligible summative evaluations conducted to determine the Reduction in Force Level (average points will be rounded to the nearest level; .5 will be rounded to the next highest integer based on these evaluations). All summative evaluations prior to 2013-2014 will be considered equal to evaluations under the new system adopted in 2013-14. A conversion method between the two systems is found on page 35 of this document.
- In the event that three current evaluations are not available, existing measurable performance ratings will be averaged in order to determine the Reduction in Force Level. Eligible evaluations include final evaluations under the previous system or summative evaluations under the current evaluation system.
- (c) *Seniority:* For the purpose of this Article, continuous employment within the Lincoln Public Schools, including periods of approved paid leave granted by the Superintendent, commencing on the first day of the school year of faculty appointment (not hiring date), shall be used to compute seniority. Time spent on an unpaid leave of absence shall not constitute a break in continuous employment but shall not be included in computing seniority. Maternity leave of twelve weeks or less shall be counted as continuous service.
- (d) In the event that there is no difference in license and credentials and there is no difference in average Reduction in Force Level, seniority shall determine the order of reduction in force.
- (e) Using all three factors, license and credentials, Reduction in Force Level, and seniority, the Superintendent will publish a Reduction in Force list which will determine the order of layoff or reduction in time.

- (f) In the event that all three factors are determined to be indistinguishable, the Superintendent shall perform a lottery to determine the teacher to be laid off.
  - (g) In the event that a reduction in force is necessary, the Superintendent will inform the LTA and convene an oversight committee. The committee shall consist of two representatives designated by the LTA and two administrators designated by the Superintendent to oversee the Reduction in Force process.
- 11.3 Where possible, normal attrition will be used to effect a Reduction in Force.
- 11.4 Teachers who are laid off pursuant to this Article shall be notified no later than April 15 that they are being laid off effective the following September.
- 11.5 A teacher with professional status who is laid off pursuant to this Article shall be entitled to a severance payment of salary equal to one percent (1%) of her/his final year's base salary, for each year of contracted teaching service in the Lincoln School System. Such severance payment shall not exceed \$7,500 and is payable by October 15<sup>th</sup> of the school year following the Reduction in Force. Such payment is contingent upon the teacher removing her/his name from the recall list.
- 11.6 The decision of the Superintendent shall not be subject to the grievance and arbitration provisions of this Agreement except as to the question of (1) whether or not the Superintendent looked at the aforementioned criteria, and (2) whether the decision of the Superintendent was based on said criteria. In the event that an arbitrator finds that the Superintendent did not look at the aforementioned criteria or that the Superintendent's decision was not based on such criteria, the sole remedy of the arbitrator shall be to refer the case back to the Superintendent so that the Superintendent may make a decision in accordance with this Article. The arbitrator shall not substitute his judgment for that of the Superintendent; however, no teacher will be laid off under the provisions of this Article if the Superintendent has not, as determined by an arbitrator, complied with the requirements of this Article with respect to that teacher.
- 11.7 If, within twelve (12) months of a Reduction in Force, a vacancy occurs in the position formerly held by a teacher with professional status on layoff, the teacher with professional status shall be recalled to that position. In order to exercise the right to recall, a teacher notified of pending layoff shall elect, via written notice to the Superintendent, to be placed on an involuntary leave of absence rather than be dismissed and shall execute a waiver of Chapter 71, Section 42 rights. If there is more than one laid off teacher with professional status from a position in which a vacancy occurs, the teacher with the higher ranking on the Reduction in Force list shall be recalled first.
- 11.8 Recall of a teacher with professional status shall be conducted as follows: (a) A recall notice shall be sent by the Superintendent by electronic mail to the teacher and to the LTA Co-Presidents. (b) The teacher must notify the Superintendent in writing within five (5) days of the receipt of the notice of recall of acceptance of the position. In no circumstances shall notification from the teacher come later than seven (7) days from the electronic mail having been sent to the teacher. The LTA Co-Presidents will also contact teachers immediately upon receipt of the email to make sure the teacher has received notification; and the LTA Co-Presidents will notify the Administration when contact has been made with the teacher. (c) Failure to accept a recall shall result in removal from the recall list. (d) Teachers with professional status who have accepted involuntary leave of absence status shall, during the recall period, be sent copies of all notifications of vacancies and newly-created positions for which they qualify, providing they register a valid email address and phone number with their written request to be placed on an involuntary leave of absence and keep such an email address and phone number updated. Emails will be sent out with return receipt notification so Administration gets notice of when emails have been opened by the teacher in question.
- 11.9 In the event that the Lincoln Public Schools is no longer the contractor selected by the federal government to provide educational services at Hanscom Air Force Base, the School

Committee and the Lincoln Teachers' Association agree to form a Transition Committee to develop a plan to address staffing needs and associated Reduction in Force procedures. In the event that the parties do not agree on such a plan, Article 11, Sections 1 to 8 shall prevail.

## **Article 12**

### **JUST CAUSE FOR DISCIPLINE**

No teacher will be disciplined without just cause. It is expressly agreed and understood that a poor evaluation does not constitute discipline. Discipline does not cover the layoff of a teacher pursuant to Article 11 or the failure to reappoint a non-professional status teacher. It is further understood that the dismissal of a teacher shall not be subject to the Article but shall be adjudicated under the applicable provisions of the Massachusetts General Laws.

## **Article 13**

### **FAMILY MEDICAL LEAVE ACT**

- 13.1 The Lincoln Teachers Association acknowledges that the Association and the Committee are subject to the provisions of the Family Medical Leave Act (FMLA). The FMLA shall not increase or decrease the length of leave available to eligible employees under this Agreement. Where an employee takes leave under one of the following articles related to leave for a reason which would entitle an employee to leave under the FMLA, such leave will also be considered FMLA leave and will be deducted from the employee's statutory FMLA leave entitlement. FMLA leave is not cumulative and not in addition to leave currently available to the extent such leaves are for reasons covered by the FMLA.
- 13.2 In an emergency situation concerning an employee covered by this agreement or the family member of the employee, the employee will notify the Superintendent of the need for leave within three (3) school days of the event unless physically unable to do so.
- 13.3 In case of personal illness, the employee will notify the Superintendent of the need for FMLA leave when absent on the fifth (5<sup>th</sup>) consecutive school day. FMLA leave will begin on the first day of the absence. Actual leave shall be treated as paid sick leave, and an employee will be permitted to use her/his sick leave providing days have been accrued.
- 13.4 The period of FMLA leave shall be calculated from the initial date of absence for events referred to in 13.2 and 13.3. FMLA shall not be considered a break in service.
- 13.5 In case of a planned absence, FMLA notification procedures will be followed.

## **Article 14**

### **LEAVES WITH PAY**

- 14.1 SICK LEAVE
- (a) Every regularly appointed full-time teacher in the Lincoln School System covered by this Agreement shall be granted an annual leave of fifteen (15) days without loss of pay for absence caused by personal illness.
- (b) Sick leave with pay is intended to cover medical necessity that cannot be scheduled on other than school hours or the teacher's own incapacitation due to illness or injury. A doctor's note may be required for all absences exceeding five (5) consecutive days.
- (c) Unused sick leave will accumulate from year to year without limitation.

- (d) A statement of unused sick leave will be issued in writing to each teacher before October first of each school year.
- (e) The provisions herein regarding sick leave shall apply to part-time teachers and teachers employed for less than full year pro rata based upon the percentage of the full teacher workday or work year worked.
- (f) The Committee may in its sole exclusive discretion grant a leave of absence because of illness to teachers who have exhausted all of their sick leave.

14.2 (a) SICK LEAVE BANK

- (a) A sick leave bank is established for use by eligible members of the teaching staff covered by this Agreement who have exhausted their own sick leave and who have serious illness or incapacity.
- (b) Teachers will be automatically enrolled in the sick leave bank and will be assessed one sick day per year for the coming academic year. The assessment will be made prior to October 1<sup>st</sup>.

Teachers may opt out of the sick leave bank by notifying the Superintendent, in writing, prior to September 1<sup>st</sup> of a given school year. Teachers who have opted out of the sick leave bank are not eligible to apply for this benefit.

Teachers wishing to rejoin the sick leave bank shall notify the Superintendent prior to September 1<sup>st</sup> of a given school year. Upon rejoining the sick leave bank, teachers shall be assessed 1.5 days for each year of employment by the Lincoln Public Schools.

The initial grant of sick leave by the sick leave bank committee to an eligible employee shall not exceed thirty (30) school days. Upon completion of the thirty (30) school day period, the period of entitlement may be extended by the sick leave bank committee upon demonstration of need by the applicant.

- (c) The sick leave bank shall be administered by a sick leave bank committee consisting of two (2) members designated by the Superintendent and two (2) members designated by the Association. The sick leave bank committee shall determine the eligibility for the use of the bank and amount of leave to be granted. The following criteria shall be used by the committee in administering the bank and determining eligibility and amount of leaves:
  - (i) Adequate medical evidence of serious illness.
  - (ii) Prior utilization of all eligible sick leave and three of a teacher's five personal days.
  - (iii) Length of service in the Lincoln School System.

In no event will a teacher without professional status receive more than ninety (90) days from the sick leave bank for any one illness or incapacity. For teachers with professional status, the limit shall be one hundred five (105) days plus ten (10) days for each year of service after achieving professional status.

- (d) If the sick leave bank goes below two hundred (200) days, it shall be renewed by the contribution of one (1) additional day from each member of the sick leave bank. This additional day will be deducted from the teacher's annual days of sick leave. The Superintendent shall monitor the balance of available days in the sick leave bank and notify members when it becomes necessary to replenish the bank. The maximum contribution for any member shall be two (2) days per school year.
- (e) The decision of the sick leave bank committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal, grievance or arbitration. The sick

leave bank committee shall not be the agent of either the School Committee, Superintendent or the Association and neither shall be responsible for the action of the sick leave bank committee.

- (f) Upon notification of a teacher's decision to retire from the Lincoln Public Schools, a teacher may donate up to thirty (30) days of unused sick leave to the teachers' sick leave bank. The request to donate unused days to the sick leave bank must be submitted, in writing to the Superintendent, on or before May 1<sup>st</sup> of each school year. Days donated shall be added to the sick leave bank in the following academic year.

14.2 (b) Teachers covered by this agreement hired after the 2007-2008 academic year shall be entitled to join the sick leave bank under the following conditions.

- (i) Access to the sick leave bank shall be in accordance with the requirements articulated in 14.2(a), except as contravened by sections 14.2(b), sub-items "2" and "3" below.
- (ii) Accumulated sick leave shall be limited to 100 days.
- (iii) The number of sick leave bank days granted shall be limited to a total of no more than 80 days in a given year.
- (iv) The Lincoln Public Schools shall maintain and manage an optional group long-term disability insurance policy at the employee's expense.

14.3 ABSENCES DUE TO ILLNESS OR DEATH

- (a) A regular teacher shall be allowed five (5) days absence in the event of the death of a parent, child, spouse, sibling or member of the teacher's immediate household or close friend; three (3) days in the event of the death of a grandparent or grandchild; and one (1) day in the event of the death of any other relative. Such leave shall be at full pay.
- (b) A regular teacher shall be allowed five (5) days absence in a school year with full pay in the case of the illness of a parent, spouse, child, sibling or a member of the teacher's immediate household or a close friend. Such leave is non-cumulative.
- (c) In the event of each absence for reasons as provided by this Section, the Teacher Absence Form, set forth as Exhibit B, must be promptly completed by the teacher and submitted to her/his Principal or immediate supervisor.

14.4 ABSENCE FOR PERSONAL REASONS

- (a) Regularly appointed teachers may be absent for personal reasons up to five (5) days in the school year with full pay if such request for absence is submitted in writing by the teacher to the Principal five (5) days in advance on the form attached hereto as Exhibit B. A teacher is not required to state the reason for the request. Personal leave is intended to be used in emergency situations or for transacting or attending to imperative legal business or household or family matters which are impossible to schedule during non-school hours. In making the request, the teacher is required to use professional judgment in regard to time away from duties. The Administration may in its discretion limit the number of teachers granted personal leave on the same day.
- (b) Personal and unpaid leave will generally not be granted for the day immediately before or after regular holidays and vacations. Personal and unpaid days may not be used to get an early start on, or to intentionally lengthen a holiday, or vacation, or to simplify travel arrangements. Requests for personal or unpaid leave immediately before or after regular holidays and vacations must be submitted in writing to the Superintendent for approval. The reason for the request must be provided. Approval will only be granted for extenuating circumstances that are out of the control of the teacher. Teachers should not make commitments or travel arrangements without prior approval of personal or unpaid days.

- (c) In the case of an emergency, notification can be made by phone to the Building Principal followed by written notification on the form attached hereto as Exhibit B during or after the absence. Such leave is non-cumulative.

#### 14.5 ABSENCE FOR PROFESSIONAL REASONS

The Superintendent or her/his designee may grant any teacher leave to attend conferences, meetings, or to visit schools for professional reasons. The teacher will apply ten (10) days in advance, when possible, and will make application on the form set forth as Exhibit B. Only when conferences or meetings are set by others and not within the power of the applicant to control will such application be considered for a day immediately before or after a holiday or vacation period or a day separated from a holiday or vacation period by a weekend.

#### 14.6 MINI-SABBATICAL LEAVE

- (a) Any teacher who has completed one satisfactory year in the Lincoln School System may request in writing a mini-sabbatical leave. If granted, the leave shall consist of an absence of one to four (1-4) weeks from the classroom responsibilities with pay in order to pursue some specific project that relates directly to the instructional program of the Lincoln School System. It will be a prerequisite to granting such leave that the purpose can be completed within the time allotted and with the resources available.

- (b) Procedure

- (i) A written plan shall accompany the request and be submitted and discussed with the teacher's Principal and the Superintendent at least six (6) weeks prior to the intended time of leave.
  - (ii) If the Superintendent approves, s/he will present it to the Committee for consideration. The number of teachers who will be granted mini-sabbatical leaves will be determined by the state of the budget and the urgency of the project.

#### 14.7 JURY DUTY

Any teacher called for jury duty shall be granted leave with pay. Upon return to work from jury duty, the teacher shall reimburse the Town for any compensation (exclusive of expenses) received for having been called to jury duty.

### **Article 15**

#### **MATERNITY/PARENTAL LEAVE**

- 15.1 An Act Relative to Parental Leave (MGL c. 149, s. 105D) became effective on April 7, 2015. Among other things, the Act extends rights to both men and women. The act created certain parental leave rights for covered employees. Covered employees are defined as employees who have completed their initial probationary period, not to exceed three months, or if there is no such probationary period, employees who have been employed for at least three consecutive months as full time employees.

The Act provides eight (8) weeks of unpaid leave (or paid leave at the discretion of the employer) for the purpose of giving birth; adoption of a child under the age of 18; adoption of a child under the age of 23, if the child is mentally or physically disabled; or for the placement of a child pursuant to a court order. In the event of multiple births or the adoption of multiple children, the covered employee will be eligible for eight (8) weeks leave per child.

The Act provides that two employees of the same employer, who are members of the same household, are entitled to a combined total of eight weeks for the same child.

Absences under this Article will run concurrently under the Family and Medical Leave Act (FMLA) as per conditions of Article 13.

#### MATERNITY LEAVE

- 15.2 The parties agree that to qualify for benefits under this Article, a faculty member who becomes pregnant must notify the Superintendent in writing as soon as possible but in no event less than two (2) weeks prior to the commencement of such leave, stating the anticipated dates of departure and return. Notification of a pending maternity leave should be accompanied by a letter from the employee's attending physician indicating anticipated delivery date. Such notification shall provide the Administration with as much opportunity as possible to secure a replacement teacher and ensure continuity of assignments.
- 15.3 The pregnant faculty member may continue in her assigned position as long as her physical condition and ability to perform her assigned duties allow. The Superintendent may require such medical evidence of the teacher's ability to continue to work as it requires when questioning the health of a teacher in a non-maternity-related situation.
- 15.4 During the eight consecutive weeks of maternity leave that fall in total or in part of a school year, under Article 6 a teacher is eligible to use accumulated, unused sick leave and personal leave benefits under Articles 13.1 and 13.4. Actual disability shall be treated as paid sick leave and an employee will be permitted to use her accumulated sick leave for the period of actual disability.

Maternity leave shall be unpaid except to the extent of actual disability, as certified by the employee's physician, which normally shall not exceed forty (40) school days. A claim of actual disability beyond forty (40) school days shall be supported by medical evidence as required by the Superintendent. If the certified disability period (as specified by the employee's physician) occurs in part or whole during a school vacation or summer vacation, this disability cannot be carried over to the next work year.

- 15.5 Upon returning to employment following leaves of up to twelve weeks, the teacher shall be restored by the Superintendent to her previous position or to a similar position with the same status, pay, length of service credit and seniority as the position the teacher held prior to the leave.

#### PARENTAL LEAVE

- 15.6 A faculty member, regardless of gender, who is not granted maternity leave under this Article, shall be granted, upon request in writing made as soon as possible, but in no event less than two (2) weeks before the commencement of the leave, up to eight consecutive weeks of leave for the birth, adoption, or placement of a child pursuant to a court order. A total of twenty-five (25) days of this leave shall be without loss of pay utilizing any family illness days, personal days, and accumulated unused sick leave, in any combination determined by the employee, available for this benefit. If no family illness, personal, or sick leave is available, the leave will be unpaid.

Parental or adoptive leave ordinarily will commence upon the birth of the child or formal placement of the child with the family for adoption; however, it may be taken prior to the formal placement of the child for adoption when necessary to fulfill legal requirements for an adoption (e.g., foreign travel).

- 15.7 An eligible member will not be entitled to paid sick days from the sick leave bank for parental or adoptive leave.

## Article 16

### LONG-TERM LEAVES OF ABSENCE WITHOUT PAY

#### 16.1 CHILD-REARING LEAVE

- (a) Following the birth of a child, the birth-mother of the child shall be entitled to a child-rearing leave in addition to maternity leave.
- (b) Following the birth of a child, the parent who is not eligible for maternity leave shall be entitled to a child-rearing leave. Under ordinary circumstances, such leave may commence upon a natural break in the school year (e.g., December recess, February recess, semester completion, April recess).
- (c) Following the acceptance of a child for adoption, either parent shall be entitled to a child-rearing leave pursuant to this Article.
- (d) In the case where both parents are employed by the Committee, only one parent shall be entitled to a child-rearing leave pursuant to this Article.
- (e) At the commencement of a child-rearing leave, the teacher will advise the Administration whether s/he will return the September immediately following the commencement of the teacher's leave or the following September. Leave taken pursuant to this Article shall be unpaid and must be consecutive, and the return to full-time employment shall constitute a termination of child-rearing leave. In no event shall a teacher's child-rearing leave include time in more than two (2) school years. Such leave shall in no event equal or exceed two (2) complete school years, but it may include one (1) complete school year.
- (f) Credit for increment on the salary schedule will be granted to a teacher upon returning from leave if such teacher was employed for at least one-half (1/2) of the school year during which said leave was taken. For purposes of this Section, one-half (1/2) of the school year shall equal one-half (1/2) of the number of school days children are in attendance.
- (g) Upon returning from child-rearing leave, where possible, a teacher will be returned to the same position or to a grade level or position similar to the position which such teacher held at the time the leave commenced. However, nothing contained herein shall prevent the Committee from laying off a teacher on child-rearing leave pursuant to Article 11 of this Agreement.

16.2 Teachers shall be granted leave without pay for up to one (1) year to care for their families.

#### 16.3 DISCRETIONARY LEAVE OF ABSENCE WITHOUT PAY

- (a) Upon the recommendation of the Superintendent, the Committee may, in its sole discretion, permit teachers with professional status to take up to one (1) year's leave of absence without pay.
- (b) Requests for such leave should be submitted by April 1<sup>st</sup> prior to the September in which the leave starts. The teacher shall notify the Superintendent by March 1<sup>st</sup> of her/his intention to return the September following the termination of her/his leave.
- (c) Teachers on leave without pay retain all rights, privileges, and benefits accrued during their service in the Lincoln School System, but these are not increased during the leave year.

## **Article 17**

### **SABBATICAL LEAVE OF ABSENCE**

- 17.1 The Committee, upon recommendation of the Superintendent, may grant a sabbatical leave for approved study or travel to pursue some specific project that relates directly to the instructional program of the Lincoln School system to a teacher after seven (7) years of experience in the Lincoln School System.
- 17.2 During the period of study or travel, the teacher will receive full salary for half-year sabbatical leave or half salary for a full-year sabbatical leave, or full salary for half-time work for a full year. For purposes of this section, a half-year shall mean an academic semester.
- 17.3 A maximum of four percent (4%) of the full-time professional staff may be on sabbatical leave at one time.
- 17.4 Request for leave shall be made in writing to the Superintendent on or before October 1 for both September and January leaves of the following school year. Upon receipt of a request for sabbatical leave, the Superintendent will make a recommendation to the School Committee which will vote on the recommendation. The teacher shall be notified of the Superintendent's recommendation and the Committee's vote in writing on or before the following February 15.
- 17.5 Prior to the granting of such leave, the teacher shall agree with the Committee that teachers who take a half-year sabbatical will be required to return to the district and teach for one (1) year and a teacher who takes a full-year sabbatical will be required to return to the district and teach for two (2) years. Teachers who do not fulfill the requirement of returning to the district will be required to repay an amount equal to the compensation paid during the sabbatical and the cost of the replacement teacher.
- 17.6 A teacher applying for a sabbatical leave shall file with the Superintendent as part of the request a sabbatical leave plan. The plan shall include a statement of aims and objectives and the procedures whereby those aims and objectives are to be achieved.
- 17.7 Each teacher taking a sabbatical leave shall make a report on her/his sabbatical leave to the Committee upon her/his return.
- 17.8 A teacher returning from a sabbatical leave shall be assigned to a position by the Superintendent. The Superintendent under ordinary circumstances and where practicable and possible shall make an effort to reassign the teacher to the same or similar position held at the time of commencement of the sabbatical leave.

## **Article 18**

### **INITIAL TEACHER EMPLOYMENT**

- 18.1 The Committee, upon recommendation of the Superintendent, shall elect and contract with teachers as provided in the General Laws of the Commonwealth of Massachusetts.
- 18.2 Initial placement on the salary schedule shall be based on training and/or experience.
- 18.3 With respect to initial placement, the Superintendent shall determine, based on reasonable criteria, the amount of credit which may be given for previous outside teaching experience and related experience. Reasonable effort will be made to award such credit equitably to all employees.

## **Article 19**

### **TRANSFERS AND REASSIGNMENT OF POSITION**

- 19.1 When involuntary transfers or reassignments are necessary, a teacher's area of competence, area of licensure(s), major and/or minor field of study and quality of teaching performance, along with education needs of the Lincoln School System, will be considered in determining which teacher is to be transferred. Consideration will be made to avoid involuntary transfers or reassignments so they do not occur more than twice in a three-year period or in consecutive years for any individual teacher.
- 19.2 Notice of transfer or reassignment will be given to teachers as soon as possible. Every effort will be made to give notice of transfer or reassignment by May 15<sup>th</sup> where possible. No teacher shall be involuntarily transferred until there has been a meeting between the teacher and the Superintendent at which meeting the reasons for the transfer shall be explained. The teacher may be represented by the Association at this meeting.
- 19.3 For purposes of this Article, a transfer shall be any change of school. A reassignment is between grade level or major subject area within a school.
- 19.4 A teacher will not be transferred involuntarily if there is a volunteer who fits the programmatic needs of the system. The decision of the Superintendent may be grieved through the School Committee level of the grievance procedure and shall not be subject to arbitration.
- 19.5 A \$750 stipend will be paid to each teacher who voluntarily transfers to an open position on the other campus with the intention of staying indefinitely. Teachers who wish to participate in the voluntary transfer program do so with the understanding that the stipend is a one-time payment only, exclusive of their base salary, and the request must be approved by the receiving Principal in whose building the vacancy occurs. No more than four voluntary transfers will be granted in any given year.

## **Article 20**

### **VACANCIES AND PROMOTIONS**

- 20.1 The filling of vacancies and new positions within the Lincoln School System is the responsibility of the Superintendent acting upon the recommendation and the advice of the Principal.
- 20.2 Whenever a vacancy occurs in an established position, or a new position is created within the bargaining unit, notice shall be posted on the faculty bulletin board for at least ten (10) school days in advance of the appointment. Postings will be made before or concurrently with publicly advertised positions. During the summer vacation periods, electronic notices shall be sent concurrently with publicly advertised positions at least ten (10) working days in advance of the appointment to the Co-Presidents of the LTA and by posting such vacancies on the district employment webpage.
- An opening occurring during the school year or on or after August 15<sup>th</sup> prior to the commencement of the school year may be filled by the Superintendent without posting as set forth above on a temporary basis for the remainder of the school year. In such instances, if the position remains in effect for the subsequent school year, it shall be advertised as set forth above.
- 20.3 All such notices shall set forth the specifications, qualifications, and range of compensation for the position and the date by which an application must be filed with the Superintendent.
- 20.4 All teachers shall have an opportunity to apply for such positions.

- 20.5 The filling of vacancies shall be based upon the Superintendent's judgment as to what will best serve the interests of the students in the Lincoln School System. The Superintendent shall give due consideration to professional background, attainments and other relevant attributes of all applicants.
- 20.6 In making appointments, the Superintendent agrees to comply with the statutory prohibitions against discrimination.

### **Article 21**

#### **RESIGNATIONS**

No resignation is to become effective until thirty (30) days following its receipt by the Superintendent unless such requirement is waived by the Committee or by the Superintendent. A monetary penalty at the rate of one day's pay for each day less than the required thirty (30) days notice may be invoked for failure to comply with the terms of this Article.

### **Article 22**

#### **JOINT MEETINGS/PROFESSIONAL CONSULTATIONS**

The Superintendent shall meet on a regular basis with the Co-Presidents of the LTA to discuss matters of mutual interest. If there is a need for extensive discussions and input from the membership and/or School Committee, a Labor-Management Committee consisting of four (4) representatives of the Association and four (4) representatives of the Committee shall meet from time to time by agreement to discuss matters of mutual interest.

### **Article 23**

#### **USE OF SCHOOL FACILITIES**

- 23.1 The Association will have the right to use school buildings without cost and at reasonable times for meetings, subject to safety requirements and availability, provided however, that the Association will be required to pay for any additional custodial costs involved by reason of said meetings. The Principal responsible for the building in question and the Superintendent will be advised, sufficiently in advance, of the time and place of all such meetings, to make arrangements.
- 23.2 The Association will have the right to use school athletic facilities and equipment upon request. The schedule of such use and other related matters will be arranged with the Superintendent or her/his designee.
- 23.3 One Wednesday of every month after 3:00 p.m. shall be free of all workshops, conferences, and other scheduled activities with the exception of meetings sponsored by the Association. Teachers during this period will be free to attend Association meetings and to perform related work. To facilitate travel arrangements to an Association meeting held on either the Lincoln or the Hanscom Campus, teachers on the campus on which the Association meeting is not being held shall be released twenty (20) minutes prior to the Association meeting. The schedule for Association meetings will be established in collaboration between the Superintendent or his/her designee and the Association Co-Presidents. Considerations for scheduling these meetings shall consist of nine (9) teacher Wednesdays and one (1) district Wednesday.

## **Article 24**

### **COMPENSATION FOR DISTRICT-DIRECTED WORK**

24.1 Should the Committee decide to employ a teacher during the summer months to perform curriculum work, this employment is voluntary unless part of a documented performance improvement plan.

24.2 Should the Committee decide to employ a teacher during the summer months, the Committee agrees to pay said member according to the following schedule:

Level 1: Teachers who work on an approved summer curriculum project shall be compensated at the rate of \$240 (\$40/hr) per six-hour day, exclusive of lunch.

Level 2: Teachers approved to facilitate and develop an approved summer curriculum project or who teach an approved course for the district shall be compensated at the rate of \$360 (\$60/hr) per six-hour day, exclusive of lunch. Teachers who teach a district course that has been approved for graduate credit by an accredited institution will be compensated at the rate of \$1,500 (\$100/hr) per graduate credit. One graduate credit is equal to 12.5 – 24.5 course hours. Two graduate credits are equal to 25-37 course hours. Three graduate credits is equal to 37.5 or more course hours. There shall be no more than two facilitators on any one approved curriculum project. Two facilitators will necessitate a higher minimum enrollment to ensure that it is cost effective to run the course.

On or before May 1<sup>st</sup> of each year, the Superintendent or designee will publish a list of professional and curriculum development opportunities that will be offered in the summer. Members of the faculty shall make a commitment to participate prior to June 1<sup>st</sup>.

24.3 Should the Committee employ a teacher to provide regularly scheduled direct services to students as a teacher, or other district directed work during the school year, such as the provision of professional development or district-wide curriculum development, the Committee agrees to compensate the teacher at their per diem rate, not to exceed \$50 per hour based on the following formula: annual base salary/185/7.5.

## **Article 25**

### **COMPENSATION**

25.1 Effective September 1, 2017 teachers shall be compensated in accordance with the salary schedule contained in Exhibit C.

25.2 Effective September 1, 2018 teachers shall be compensated in accordance with the salary schedule contained in Exhibit C.

25.3 Effective September 1, 2019 teachers shall be compensated in accordance with the salary schedule contained in Exhibit C.

25.4 Effective September 1, 2017 stipended positions shall be compensated in accordance with the salary scale contained in Exhibit D.

25.5 Place on the Salary Scale: Teachers will be advanced to the next column on the salary scale at the following times.

For courses/degrees completed before September 1<sup>st</sup>: Evidence of credits earned (in the form of transcript or grade report) must be received in the Superintendent's Office no later than October 1<sup>st</sup>. Placement on the next column of the salary schedule will be retroactive to September 1<sup>st</sup>.

For courses/degrees completed after September 1<sup>st</sup> and before January 1<sup>st</sup>: Evidence of credits earned (in the form of transcript or grade report) must be received in the Superintendent's Office no later than February 15<sup>th</sup>. Placement on the next column of the salary schedule will be retroactive to the first pay period in January.

For courses/degrees completed after January 1<sup>st</sup>: Evidence of credits earned (in the form of transcript or grade report) must be received in the Superintendent's Office no later than September 1<sup>st</sup>. Placement on the next column of the salary schedule will be for the beginning of the following school year.

## **Article 26**

### **PROFESSIONAL DEVELOPMENT, TUITION REIMBURSEMENT AND MENTORING**

All teachers are expected to commit to continued learning and growth. Teachers shall remain current with regard to practices in their subject area and teaching and learning in general by participating in courses, workshops, lectures, and conferences.

- 26.1 In some instances, the Committee will pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by teachers who attend workshops, seminars, conferences, or other professional improvement sessions at the request of or with the advance approval of the Superintendent.
- 26.2 The Committee will reimburse teachers for tuition for one graduate course per school year (beginning July 1) given overall funding available in the district's yearly budget for tuition. Courses must be aligned with the teacher's specific teaching assignment, and area of licensure. Prior approval by the Superintendent or designee is required two weeks before the start of the course for tuition reimbursement and/or approval of graduate credits (or in-service credits). Reimbursement will be made in the amount of full tuition up to \$1,000 for one course per year. Tuition shall be interpreted to include course fees assessed by State Colleges and Universities. If, by June 1<sup>st</sup> of the school year there are additional funds remaining in the course reimbursement line item of the budget, remaining funds from that line item will be distributed equally among teachers who have applied for reimbursement for additional course(s) and did not fully use up their \$1,000 reimbursement with the initial course for which they were reimbursed. The total amount reimbursed from all courses in a fiscal year shall not exceed \$1,000. Graduate course materials, textbooks, etc. are not eligible for reimbursement.

When reviewing graduate courses for approval, whether for tuition reimbursement or credit approval, the Superintendent or designee will consider multiple factors, including the level of rigor required by the course. Some courses, in particular online courses offered by for-profit vendors, even when affiliated universities have authorized graduate credit for these courses, may not meet district approval.

In order to receive approval for graduate credits or in-service credits, the teacher must already possess a Master's degree. Graduate credits earned towards a first Master's degree, or credits earned outside the Master's program while the teacher is working towards that degree, are not eligible for credit approval. Teachers do not need a Master's degree in order to request approval for graduate tuition reimbursement.

The Superintendent or designee, at least two weeks prior to the start of the course, shall pre-approve all courses for which reimbursement or graduate or in-service credit application to placement on the salary scale is requested. If an administrator requests that a teacher take a course outside of the two-week pre-approval window, the two-week requirement will be waived. However, the teacher must still submit all required paperwork. Teachers are required to submit proof of payment, documentation of successful completion (transcript or grade report) and a copy of the approval form in order to receive reimbursement. Teachers are required to submit documentation of successful completion

(transcript or grade report) and a copy of the approval form in order to receive final approval of graduate and/or in-service credits. Funds for reimbursement of approved graduate courses shall be made available on September 1 of each school year. Teachers may request course approval at any time and approvals will be made on a first come, first served basis. Teachers who are denied funding in one year because the demand exceeds the budget shall be given first priority in the following year.

26.3 Faculty new to the Lincoln Public Schools will receive mentoring appropriate to their needs. A mentoring program will be maintained to address these needs. New members of the faculty will not be required to participate in any system-wide training initiatives during their first year in the district. Faculty who accept mentoring assignments with teachers new to the district will be compensated at a rate of three per diems (Mentor 1) or four per diems (Mentor 2) per year, depending on the experience and needs of the new teachers. The Assistant Superintendent, in collaboration with the Building Principal, shall determine the number of per diem days allotted for mentoring assignments. All mentoring opportunities will be posted and include information about per diem days.

26.4 Teachers without professional status may be required within three (3) years to complete at least one professional development offering recommended by the district. Course fees and material costs shall be borne by the district.

The district shall offer courses to teachers at no cost to the participants. These courses may be taught by district employees or outside consultants. The district will aim to offer at least one course per year that has been approved for graduate credit by an accredited institution. The cost of the graduate credit shall be borne by the participant. Teachers may apply for tuition reimbursement for graduate credits or may elect to earn no-cost in-service credits awarded by the district. Participants shall not be obligated to purchase graduate credit. Regardless of whether or not participants elect to receive graduate or in-service credits, they will be awarded PDPs. District In-Service credit is equivalent to graduate credit and may be counted towards movement on the salary schedule. Courses approved for In-Service credit must have relevancy and rigor at a level equivalent to a graduate level course. One In-Service credit shall be awarded for 12.5 – 24.5 hours of class time. Not more than one (1) absence will be allowed for each credit.

Teachers may submit no more than three (3) In-Service credits per school year for credit towards a salary lane change.

## **Article 27**

### **STIPEND POSITIONS**

On an annual basis, the Superintendent will post a list of teacher leadership positions that the district wishes to fill for the upcoming school year. All appointments are for one year only. The Association recognizes that the Superintendent has the right not to fill any of these stipend positions in any year due to budgetary constraints, and the parties agree that any position delineated in this article can be eliminated at any time. The Superintendent may add positions providing compensation for such positions align with the other positions included in this article. The Superintendent will discuss the establishment of such position(s) with the Co-Presidents of the Association.

See Stipend Scale contained in Exhibit D.

#### **27.1 TEAM LEADERS**

Building-based Team Leaders will be appointed for each grade level preschool through grade 8 and the Specialist Teams and will receive a stipend according to the stipend scale. When existing stipend positions have been filled by the same person for three or more years, the Superintendent and Principals will incorporate the value of rotating new leadership into stipended positions against the value of accumulated experience. Team Leaders report to the Principal/Preschool Coordinator.

Student Services Team Leaders will be appointed on each campus unless a student services department member functions in the role as a grade level team leader. When a student services member is appointed as a Student Services Team Leader, the stipend will be adjusted to reflect the absence of team meeting facilitation.

## 27.2 CURRICULUM LEADERSHIP POSITIONS

For each of the identified content areas (English [reading and writing], mathematics, science, social studies, world language, visual arts, music, physical education/health, and instructional technology/libraries), at least one of the following curriculum leadership positions will be filled annually.

(a) Department Director

This is a campus-wide position responsible for curriculum development and coordination within a discipline and will be compensated according to the stipend scale. Department Directors report to the Building Principal and to the Assistant Superintendent of Schools.

(b) Teacher on Assignment

This is a district-wide position and is responsible for curriculum development and coordination within a discipline and will be compensated with a stipend according to the stipend scale. Teachers on Assignment report to the Assistant Superintendent of Schools.

(c) Content Specialist

This is a district-wide position and is responsible for district-wide curriculum development and coordination and will be compensated with a reduction in teaching assignment of up to 0.5 FTE and a stipend according to the stipend scale. Content Specialists report to the Assistant Superintendent of Schools.

The Assistant Superintendent will convene meetings with members of the Curriculum Leadership Team no more than 10 times a year on Wednesday afternoons designated for teacher planning or at other times that are mutually acceptable. The purpose of these meetings shall be to build capacity for leading other teachers in curriculum work; to develop skill in designing curriculum, instructional strategies and assessment; and to consult on planning for professional development of teachers.

## 27.3 OTHER STIPEND POSITIONS

A number of stipend positions facilitate student organizations that enrich or extend the academic program for students. Compensation for stipended positions is presented in Exhibit D. These positions report to the Building Principal.

On an annual basis, the Superintendent may create stipend positions to facilitate student organizations or activities that meet outside the regular school hours. Such stipends shall range between \$750 and \$3,500 depending upon the scope of the responsibility, length of activity or duration of the project. In any given year, a substitution may be made to an after-school offering using the allocated stipend funds, with the Superintendent's approval (i.e., a computer programming advisor could be substituted for a school newspaper advisor). A smaller stipend will be paid to teachers who engage in curriculum-connected or enrichment activities that take place overnight or on weekends. Teachers who volunteer to attend an overnight field trip will be compensated at the rate of \$150 per night (see Article 7.4). Teachers who coordinate activities that include events that take place on weekend days will be recognized for their work outside of the school day and week with an honorarium in the amount of \$75 for a full day on the weekend. Honorariums will only be provided to coordinators approved in the contract. If the role of the coordinator is a responsibility of a teacher's teaching assignment, an honorarium will not be provided. The Lincoln Teachers Association with the Superintendent may review the approved list of coordinators each June to approve additional coordinator honorariums for the following school year.

Teachers may request approval to “pilot” a weekend event. The request must be received by September 1<sup>st</sup> of the school year that the event will occur. In the “pilot” year, the teacher will not receive an honorarium for weekend time. The LTA with the Superintendent may approve the coordinator honorarium for the following year.

Approved honorariums shall meet the following criteria:

- The event occurs annually and is considered a part of the approved district or school curriculum or program.
- The event requires the coordinator to use time outside of the workday to organize or facilitate the event.
- The principal approves the event.
- The event provides students with an opportunity to extend their learning and/or engage with the community beyond the Lincoln Public Schools.

Approved Coordinator Weekend Events are listed in Exhibit D.

#### 27.4 BEFORE-SCHOOL SUPERVISION

There will be a number of before-school supervision positions that may be filled by one or more teachers. Those who accept the position will be responsible for supervising students as they arrive prior to the start of the school day. When the position is shared by two or more teachers, the teachers are responsible for determining the percentage of the position each is taking and for reporting the arrangement to the Principal(s). Compensation: according to the teacher stipend scale.

#### 27.5 DISTRICT-WIDE POSITIONS

- (a) Director of Lincoln After-School Music Program (LASMP)  
The Director of the LASMP is responsible for the operations of the after-school music program on the Lincoln and Hanscom campuses. This includes advertising, registration, staff recommendations, scheduling (facilities and lessons), collecting fees, managing expenditures, preparing program and financial reports and other responsibilities assigned by the Superintendent. Compensation: according to the teacher stipend scale.
- (b) Athletic Director  
The Athletic Director is responsible for the administration of athletic programs for students enrolled in the Lincoln School and the Hanscom Middle School. The Athletic Director is responsible for student registration; collection of fees; budget development; scheduling (practices, contests, transportation and officials); recommending, supervising and evaluating coaches; communication about the athletic program; preparing program and financial reports and other responsibilities assigned by the Superintendent. Compensation: according to the teacher stipend scale.
- (c) Town Nurse  
The stipend for the Town Nurse shall be according to the teacher stipend scale.
- (d) Webmaster  
The Webmaster is responsible for coordinating the communication about and creating the organization for digital resources that teachers can access for their use in instructional and professional learning. Compensation: according to the teacher stipend scale.
- (e) TV Production Coordinator  
The TV Production Coordinator is responsible for the recording, editing, and online publication of School Committee meetings and other related events. The TV Production Coordinator also maintains the district’s video equipment and trains students and faculty in the use of this equipment and how to incorporate video into teaching and learning. Compensation: according to the teacher stipend scale.

## **Article 28**

### **PAYROLL DEDUCTIONS**

#### 28.1 ASSOCIATION DUES

- (a) The Superintendent agrees to deduct, in twenty (20) equal installments, from the salaries of teachers who have on file with the Superintendent an executed current Dues Deduction Authorization Card, dues for the Lincoln Teachers Association, Massachusetts Teachers Association, and the National Education Association and to transmit the monies to the Lincoln Teachers Association Treasurer. Teachers who are not members of the LTA will be required to pay a negotiation fee in the amount of one-half of the Association's dues, which will be prorated for part time staff.
- (b) The deduction referred to above will be made in equal payments in the amounts certified by the Association Treasurer as being the regular membership dues of the Association, the Massachusetts Teachers Association, and the National Education Association commencing in September and continuing through the second paycheck in June.
- (c) The amounts deducted will be submitted to the Association Treasurer as soon as possible after the issuance of the paychecks from which the deductions were made.

#### 28.2 AUTHORIZED DEDUCTIONS

- (a) The Superintendent agrees to deduct from the salaries of the teachers who have on file with the Superintendent an executed current Deduction Authorization Card (for example for the purposes of 403b, credit union, disability insurance, etc.) an amount or amounts specified.
- (b) The amount deducted will be transmitted to the Appropriate Agency as soon as possible after the issuance of paychecks from which the deductions were made.

#### 28.3 DIRECT DEPOSIT

The Superintendent agrees to provide direct deposit options for staff that request it.

## **Article 29**

### **ACCIDENTS**

- 29.1 An accident occurring in a school building or on property under the jurisdiction or control of the Committee must be reported by filling out an accident form. Because public schools do not pay medical expenses, the teacher must see the school nurse and complete the accident form within forty-eight (48) hours of the injury. The Superintendent or her/his designee must be provided with sufficient information to complete the Workers Compensation Accident Report.
- 29.2 School Accident forms and Workers Compensation forms must be sent to the Superintendent's Office within forty-eight (48) hours of the occurrence of the injury.

## **Article 30**

### **WORKERS' COMPENSATION**

The Lincoln School System shall provide compensation for a teacher who is disabled as a result of an injury arising out of or in connection with her/his service to the schools as required by the General Laws of the Commonwealth of Massachusetts. The teacher may request, and the Superintendent may

authorize, use of the teacher's accumulated sick leave to supplement the difference between Workers' Compensation payments, including dependency allowances and the teacher's regular rate of pay.

### **Article 31**

#### **INSURANCE AND ANNUITY PLANS**

- 31.1 Teachers will have extended to them all health and insurance plans made available to Town employees.
- 31.2 Teachers accept the Town of Lincoln's recommended health care policies and changes, effective November 1, 1996.

### **Article 32**

#### **LONGEVITY**

The teachers shall receive as compensation the following remuneration for continuous service in the Lincoln School System:

- (a) Completion of ten (10) continuous years of service and every year thereafter through the fifteenth (15<sup>th</sup>) year of service: \$1,000
- (b) Completion of fifteen (15) continuous years of service and every year thereafter through the twentieth (20<sup>th</sup>) year of service: \$1,500
- (c) Completion of twenty (20) continuous years of service and every year thereafter through the twenty-fifth (25<sup>th</sup>) year of service: \$2,000
- (d) Completion of twenty-five (25) continuous years of service and every year thereafter: \$2,500

The applicable longevity payment shall be added to the base of a teacher's salary in a given school year. Credit for one (1) year shall be given for every school year during which a teacher held a faculty appointment in the Lincoln School System whether on a full-time or part-time basis provided that payment in a given year shall be prorated based on the relation a part-time teacher's salary bears to that of a full-time teacher on the same step and scale. Accumulation of credit shall begin from the first day of work provided that the first year shall count as one full year only if the teacher's first day of work occurs during the first ninety (90) days of that school year.

### **Article 33**

#### **RETIREMENT BONUS**

- 33.1 A bonus shall be paid for early notification of retirement. Such bonus shall be paid upon retirement and notice of retirement shall be irrevocable. Notification by October 1<sup>st</sup> three (3) years in advance of retirement will qualify for a \$2,000 bonus; notification by October 1<sup>st</sup> two (2) years in advance of retirement will qualify for a \$1,000 bonus. In order to remain eligible for the retirement bonus, the teacher must complete the full school year. Exceptions to the requirement to complete the full school year may be made in the case of documented medical issues, which prohibit the completion of the school year and with approval by the Superintendent.
- 33.2 The Superintendent shall have the authority to approve a request to grant a waiver to the irrevocable notice to retire in cases where extenuating circumstances not present at the time the teacher made a binding decision to retire have arisen, providing the

Superintendent considers (a) the timing of the request by the teacher, (b) the status of the district's budget for the subsequent school year, and (c) the nature of the extenuating circumstance, and provided that the teacher agrees to forfeit any retirement bonuses, that teacher is now eligible for or might be eligible for in future agreements.

- 33.3 The Association agrees that the decision of the Superintendent is final and shall not, under any circumstance, be open to grievance or arbitration.

#### **Article 34**

#### **PAYROLL DEDUCTION FOR POLITICAL CONTRIBUTIONS**

The Committee will vote to accept the provisions of G.L.C. 180, Section 17I. Teachers may authorize the Committee to deduct from their salary a contribution to "Voice of Teachers for Education" of an amount, which the employee shall specify in writing. The Committee will certify on the payroll the amount to be deducted by the Town Treasurer. Such amounts shall be transmitted to the Massachusetts Teachers Association within thirty (30) days.

#### **Article 35**

#### **PART-TIME TEACHERS**

Part-time teachers shall be compensated at a proportion to a full-time salary as their teaching assignment bears to the teaching assignment of a full-time teacher on the same step and scale and who is similarly situated. This compensation shall be prorated for the 180 student school days. Part-time teachers shall be required to work full days for the five (5) teacher days and shall be compensated at their full per diem rate for such days. This principle shall apply to all rights, responsibilities and benefits except as otherwise specified and provided that service in any school year shall be counted the same as for full-time employees. It is understood that a part-time teacher's workload will bear a direct relationship to the proportion her/his salary bears to a full-time salary as specified above.

Part-time faculty shall attend required meetings in proportion to their FTE. For example, a teacher who is .8 FTE shall attend at least 80% of all required meetings. Part-time faculty shall attend full meetings and work with their supervisor to determine an appropriate schedule and plan for which meetings they will not attend throughout the school year.

Preschool teachers who end their professional responsibilities at 1:45 p.m. will use the time prior to faculty meetings as planning time. They will work with the Preschool Coordinator to adjust their schedule on other days to account for this time.

#### **Article 36**

#### **ASSOCIATION LEAVE**

The School Committee will provide the Association with five (5) days of leave with pay per contract year for Association business. The Association will be responsible for authorization of use of these days and will notify the Superintendent when they will be used.

#### **Article 37**

#### **NEWS RELEASES**

News releases about school matters are official business and must be submitted to the papers via the Superintendent's Office. Any article shall be reviewed by a Principal before being submitted to the Superintendent for release.

### **Article 38**

#### **NEGOTIATION PROCEDURE**

- 38.1 Not later than October 1, 2019, the Committee and the Association agree to enter into negotiations over a successor Agreement.
- 38.2 Any agreement reached between the Committee and the Association will be reduced to writing and signed by the Committee and the Association.
- 38.3 This Agreement shall be reproduced at equal cost to the parties, and a copy of this Agreement shall be given by the Committee to each new teacher within five (5) days after being employed. The Committee will also give a copy of this Agreement to all regular full-time and part-time members of the professional staff of the Lincoln School System when changes occur.

### **Article 39**

#### **SAVINGS CLAUSE**

Should any of the terms and conditions of this Agreement be found to be in violation of any Federal or State Law, by a court of competent jurisdiction, such other provisions of this Agreement as may not be affected thereby shall remain in full force and effect for the duration of this Agreement.

### **Article 40**

#### **DURATION**

This Agreement shall become effective as of September 1, 2017 and shall continue and remain in full force until August 31, 2020.

### **Article 41**

#### **FAIR PRACTICES**

- 41.1 The Lincoln School Committee agrees to continue its policy of non-discrimination against any person on the basis of age, race, color, creed and religious creed, marital status, sex, religion, national origin, gender identity, sexual orientation, veteran's status, or disability.
- 41.2 No provision of this Article shall be deemed to create or to confer on any person, any right enforceable under the terms of this Agreement, it being the common and agreed understanding that the public policies are properly established and enforced through mechanisms other than those pursuant to which the terms of this Agreement have been entered into and pursuant to which they may be enforced.

### **Article 42**

#### **SCHOOL NURSES**

- 42.1 The School Committee recognizes school nurses as members of the Lincoln Teachers Association, providing such nurses hold, at a minimum, a Bachelor's degree in nursing and a Massachusetts Department of Education license as a school nurse.
- 42.2 The work year for school nurses shall be 184 days. If the Superintendent requests a nurse to work additional days, such days shall be paid at a per diem rate.

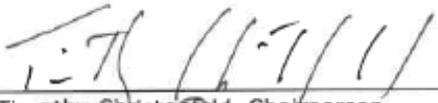
42.3 Nurses shall be paid according to the salary schedule for teachers.

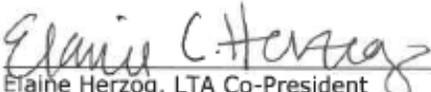
IN WITNESS THEREOF, the Lincoln School Committee and the Lincoln Teachers Association by its representatives duly authorized do affix their signatures to this Agreement, as of the day and year first above written.

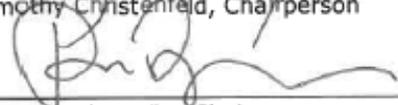
For the Association:

For the Committee:

  
\_\_\_\_\_  
Blake Siskavich, LTA Co-President

  
\_\_\_\_\_  
Timothy Christenfeld, Chairperson

  
\_\_\_\_\_  
Elaine Herzog, LTA Co-President

  
\_\_\_\_\_  
Peter Borden, Vice Chairperson

Date: June 22, 2017

Date: June 22, 2017

LINCOLN SCHOOL COMMITTEE  
AND  
LINCOLN TEACHERS ASSOCIATION

GRIEVANCE FORM

Grievant Name: \_\_\_\_\_

Position: \_\_\_\_\_

School or Location: \_\_\_\_\_

Name of Principal or Supervisor: \_\_\_\_\_

Step 1

Specify Article and Section of Agreement Allegedly Violated:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Nature of Violation: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Remedy Requested: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Principal/Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date of Receipt

Response At Step One: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**ABSENCE FORM**

Name: \_\_\_\_\_ Location: \_\_\_\_\_

Date(s) of Absence: \_\_\_\_\_

Preferred Substitute (if applicable): \_\_\_\_\_

Reason for Absence:

\_\_\_\_\_ Illness

\_\_\_\_\_ Personal Leave\*

\_\_\_\_\_ Family Illness

\_\_\_\_\_ Jury Duty\*\*

\_\_\_\_\_ Funeral

\_\_\_\_\_ Other \_\_\_\_\_

\_\_\_\_\_ Vacation

\_\_\_\_\_ Leave without Pay

\_\_\_\_\_ Professional Day, Event Title: \_\_\_\_\_

\_\_\_\_\_  
Sponsoring Association/Organization

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Administrator's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

THIS FORM IS TO BE COMPLETED PRIOR TO THE DAY(S) OF ABSENCE IF POSSIBLE OR WITHIN THE FIRST TWO DAYS THAT YOU RETURN TO WORK.

\* Personal leave is intended to be used in emergency situations, for religious holidays or for transacting or attending to imperative legal business or household or family matters which are impossible to schedule during non-school hours.

\*\* A copy of the juror service record should be attached to this and forwarded to the Business Office.

The type and amount of leave time that is available to you is indicated in your bargaining unit contract or the Letter of Agreement issued to you at the time of your appointment.

**SALARY SCHEDULE FOR TEACHERS**

**Exhibit C**

<b>FY18 Step</b>	<b>Bachelors</b>	<b>Masters</b>	<b>Masters + 15</b>	<b>Masters + 30</b>	<b>Masters + 45</b>
1	\$47,329	\$52,187		\$56,592	
2	\$49,320	\$54,195		\$58,601	
3	\$51,414	\$56,311		\$60,720	
4	\$53,602	\$58,518		\$62,930	
5	\$55,864	\$60,794		\$65,207	
6	\$58,185	\$63,142	\$65,348	\$67,554	\$68,767
7	\$60,575	\$65,559	\$67,764	\$69,968	\$71,996
8	\$62,972	\$67,981	\$70,183	\$72,385	\$73,599
9	\$65,357	\$70,382	\$72,588	\$74,794	\$76,009
10	\$68,322	\$73,382	\$75,589	\$77,795	\$79,007
11	\$71,686	\$76,774	\$78,981	\$81,187	\$82,399
12	\$74,625	\$83,718	\$85,528	\$86,338	\$87,347
13	\$78,534	\$91,470	\$92,306	\$93,141	\$94,604
14	\$81,787	\$95,253	\$96,121	\$96,988	\$97,530
15	\$83,458	\$97,123	\$98,004	\$98,887	\$100,836
16	\$83,754	\$97,548	\$98,438	\$99,330	\$103,271
17	\$85,005	\$99,007	\$99,912	\$100,816	\$104,815

<b>FY19 Step</b>	<b>Bachelors</b>	<b>Masters</b>	<b>Masters + 15</b>	<b>Masters + 30</b>	<b>Masters + 45</b>
1	\$47,329	\$52,187		\$56,592	
2	\$49,320	\$54,195		\$58,601	
3	\$51,414	\$56,311		\$60,720	
4	\$53,602	\$58,518		\$62,930	
5	\$55,864	\$60,794		\$65,207	
6	\$58,185	\$63,142	\$65,348	\$67,554	\$68,767
7	\$60,575	\$65,559	\$67,764	\$69,968	\$71,996
8	\$62,972	\$67,981	\$70,183	\$72,385	\$73,599
9	\$65,357	\$70,382	\$72,588	\$74,794	\$76,009
10	\$68,322	\$73,382	\$75,589	\$77,795	\$79,007
11	\$71,686	\$76,774	\$78,981	\$81,187	\$82,399
12	\$74,625	\$83,718	\$85,528	\$86,338	\$87,347
13	\$78,534	\$91,470	\$92,306	\$93,141	\$94,604
14	\$80,104	\$93,299	\$94,151	\$95,003	\$96,505
15	\$82,205	\$95,664	\$96,533	\$97,403	\$100,747
16	\$83,839	\$97,567	\$98,453	\$99,340	\$102,761
17	\$86,280	\$100,492	\$101,410	\$102,328	\$106,387

<b>FY20 Step</b>	<b>Bachelors</b>	<b>Masters</b>	<b>Masters + 15</b>	<b>Masters + 30</b>	<b>Masters + 45</b>
1	\$49,320	\$54,195		\$58,601	
2	\$51,414	\$56,311		\$60,720	
3	\$53,602	\$58,518		\$62,930	
4	\$55,864	\$60,794		\$65,207	
5	\$58,185	\$63,142		\$67,554	
6	\$60,575	\$65,559	\$67,764	\$69,968	\$71,996
7	\$62,972	\$67,981	\$70,183	\$72,385	\$73,599
8	\$65,357	\$70,382	\$72,588	\$74,794	\$76,009
9	\$68,322	\$73,382	\$75,589	\$77,795	\$79,007
10	\$71,686	\$76,774	\$78,981	\$81,187	\$82,399
11	\$74,625	\$83,718	\$85,528	\$86,338	\$87,347
12	\$78,534	\$91,470	\$92,306	\$93,141	\$94,604
13	\$80,104	\$93,299	\$94,151	\$95,003	\$96,505
14	\$82,205	\$95,664	\$96,533	\$97,403	\$100,747
15	\$83,839	\$97,567	\$98,453	\$99,340	\$102,761
16	\$86,280	\$100,492	\$101,410	\$102,328	\$106,387
17	\$87,574	\$102,000	\$102,931	\$103,863	\$107,983

**STIPEND SCALE**

<b>FY18 – FY20</b>	
Position	Stipend
Team Leader Building-based	\$4,100
Team Leader Student Services	\$2,050
Content Specialist	\$6,200
Teacher on Assignment	\$4,100
LASMP Director	\$8,436
Athletic Director	\$8,436
Athletic Coach	\$3,075
Town Nurse	\$4,100
TV Production Coordinator	\$8,436
Webmaster	\$8,436
Mentor Teacher 1	3 per diems
Mentor Teacher 2	4 per diems
Academic Mentor Coordinator	\$3,075
Math Club Advisor	\$3,075
School Newspaper Advisor	\$2,250
Before School Supervisor	\$2,250
1:1 Program Launch Coordinator	\$1,550
Makerspace Club Advisor	\$1,550
Bentley Learning Service Advisor	\$1,550
Hanscom Affinity Group Advisor	\$1,550
Art Journal Advisor	\$1,550
Literary Magazine Advisor	\$1,550
Student Council Advisor	\$1,550
Drama Club Advisor	\$1,550
Science Fair Advisor	\$1,550
Year Book Advisor	\$1,550
Assistant to the ESL Coordinator	\$2,000

Approved Coordinator Weekend Events

Community Service Coordinator	\$75 per full day event
Math Counts	\$75 per full day event
District Music Festival	\$75 per full day event
Drama Festival	\$75 per full day event
Model United Nations	\$75 per full day event
Outdoor Club	\$75 per full day event

**Exhibit E**

REQUEST FOR COMPENSATION FOR MISSED PLANNING TIME PER ARTICLE 4.9 OF LTA CONTRACT

Today's Date: \_\_\_\_\_

Teacher: \_\_\_\_\_

Date and time planning time was missed: \_\_\_\_\_  
Date Time

Total minutes of planning time this week: \_\_\_\_\_  
Teacher Planning Common Planning

Reason for missed planning time:

- No substitute teacher available
- Missed special
- Required to attend meeting
- Other (please explain) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Teacher

\_\_\_\_\_  
Signature of Principal

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CHAPTER 149 § 105D**

**LABOR AND INDUSTRIES**

**MATERNITY LEAVE RIGHTS AND BENEFITS**

A female employee who has completed the initial probationary period set by the terms of her employment or, if there is no such probationary period, has been employed by the same employer for at least three (3) consecutive months as full-time employee, who is absent from such employment for a period not exceeding eight weeks for the purpose of giving birth, or for adopting a child under the age of eighteen or for adopting a child under the age of twenty-three if the child is mentally or physically disabled, said period to be hereinafter called maternity leave, and who shall give at least two weeks' notice to her employer of her anticipated date of departure and intention to return, shall be restored to her previous, or a similar, position with the same status, pay, length of service credit and seniority wherever applicable, as of the date of her leave. Said maternity leave may be with or without pay at the discretion of the employer.

Such employer shall not be required to restore an employee on maternity leave to her previous or a similar position if other employees of equal length of service credit and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such maternity leave; provided, however, that such employee on maternity leave shall retain any preferential consideration for another position to which she may be entitled as of the date of her leave.

Such maternity leave shall not affect the employee's right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which she was eligible at the date of her leave, and any other advantages or rights of her employment incident to her employment position; provided, however, that such maternity leave shall not be included, when applicable, in the computation of such benefits, rights, and advantages; and provided, further, that the employer need not provide for the cost of any benefits, plans, or programs during the period of maternity leave unless such employer so provides for all employees on leave of absence. Nothing in this section shall be construed to affect any bargaining agreement or company policy which provides for greater or additional benefits than those required under this section.

A notice of this provision shall be posted in every establishment in which females are employed.

**PARENTAL LEAVE**

Effective April 7, 2015, An Act Relative to Parental Leave expanded the maternity leave law, CH. 149, § 105D. The parental leave law is now gender neutral; both men and women are entitled to parental leave. If an employer agrees to provide parental leave for longer than 8 weeks, the employer must reinstate the employee at the end of the extended leave unless it clearly informs the employee in writing before the leave and before any extension of that leave, that taking longer than 8 weeks of leave shall result in the denial of reinstatement or the loss of other rights and benefits.

The law (which expands the current law regarding maternity leave rights and benefits):

- clarifies that the right to leave applies to employees who have completed an initial probationary period set by the terms of employment, but which is not greater than 3 months.
- provides that if two employees of the same employer give birth to or adopt the same child, the two employees are entitled to an aggregate of 8 weeks of leave.
- clarifies that an employee seeking leave must provide at least 2 weeks' notice of the anticipated date of departure and the employee's intention to return, but also permits the employee to provide notice as soon as practicable if the delay is for reasons beyond the employee's control.
- clarifies that an employee on parental leave for the adoption of a child shall be entitled to the same benefits offered to an employee on leave for the birth of a child.
- expands the notice requirements, mandating that employers keep a posting in a conspicuous place describing the law's requirements and the employer's policies as to parental leave.

## REDUCTION IN FORCE LEVELS

Level	New Points: <i>Used once an educator has 3 evaluations under the new system (starting 2013-14)</i>	Conversion Points: <i>Used when combining new evaluations with those completed prior to 2013-14</i>	Level Description
1	1		<i>Non-PTS Educators</i>
2	2		<i>PTS Educators on Improvement Plans (in the last 3 evaluation cycles or currently on an improvement plan). In the event that a PTS educator is not currently on an improvement plan and has had two consecutive full evaluation cycles not on improvement plan with overall ratings of proficient or exemplary, they will not be level 2 in the case of a RIF. In such a case, the district will average the last two full evaluations for purposes of a RIF level.</i>
3	3	14 points and under	<i>Educators on Directed Growth Plan</i>
4	4	15	<p><i>Educators who are on One Year Self-Directed Growth Plans and are Proficient Overall and Proficient on all four standards. [Note: This category will only be active in the contract being negotiated once student impact ratings are included in evaluations and the determination of an educator's plan.]</i></p> <p><b>OR</b></p> <p><i>Educators who are on Two Year Self-Directed Growth Plans and are Proficient Overall but <b>not</b> Proficient on all four standards.</i></p>
5	5	16 – 19 points	<p><i>Educators who are on Two Year Self-Directed Growth Plans <b>and</b> are Proficient Overall and Proficient on all four standards.</i></p> <p><b>OR</b></p> <p><i>Educators who are on Two Year Self-Directed Growth Plans, are Proficient Overall and have Exemplary ratings on 1 or 2 standards.</i></p>
6	6	20 points	<i>Educators who are on Two-Year Self-Directed Growth Plans <b>and</b> are Exemplary Overall. In order to be considered Exemplary Overall, an educator must be Exemplary on Standards I and II.</i>

In the event of a Reduction in Force (RIF), a determination of each educator’s level will be made based on the average points earned on the last three **eligible evaluations** from either the previous or current evaluation system.

- **Eligible evaluations** include final evaluations completed prior to 2013 - 2014 or summative evaluations under the MA Educator Evaluation System implemented beginning in 2013 - 2014.
- Until an educator has three (3) summative evaluations under the MA Educator Evaluation System, summative evaluations completed beginning in 2014 will be assigned conversion points based on the descriptions in the Reduction in Force Levels table (*see table*).
- Points from the evaluation system prior to 2013 - 2014 are equivalent to the conversion points in the MA Educator Evaluation System implemented beginning in 2013 - 2014. If points are assigned to an evaluation completed in 2013 or later, the higher point value for a level will be assigned (*see examples*).
- Point averages will be rounded to the nearest integer. An average with 5 in the tenths place will be rounded up to the next integer. Example: 16.5 = 17
- If three evaluations are not available, the available rated evaluations will be averaged.

Once an educator’s level is determined, RIF decisions will be based on seniority among educators within each level in accordance with Article 11.2.

**Examples**

Teacher A

2013 – 2014	New Evaluation System (Level 4)	15 pts.
2012 – 2013	Previous Evaluation System	16 pts.
2010 – 2011	Previous Evaluation System	17 pts.

Average = 16 pts. = Level 5

Teacher B

2014 – 2015	New Evaluation System (Level 5)	18 pts.
2013 – 2014	New Evaluation System (Level 4)	15 pts.
2011 – 2012	Previous Evaluation System	17 pts.

Average = 17 pts. = Level 5

Teacher C

2015 – 2016	New Evaluation System (Level 5)	5 pts.
2014 – 2015	New Evaluation System (Level 5)	5 pts.
2013 – 2014	New Evaluation System (Level 4)	4 pts.

Average = 4.67 pts. = Level 5