

AGREEMENT

between the

Lexington Education Association -

Unit C

and the

Lexington School Committee

September 1, 2015 – August 31, 2018

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AGREEMENT

Pursuant to the provisions of the General Laws of Massachusetts, this agreement made this first day of September 2015 by the SCHOOL COMMITTEE OF THE TOWN OF LEXINGTON, MASSACHUSETTS, (hereinafter referred to as the School Committee) jointly and severally by the members of the LEXINGTON EDUCATION ASSOCIATION, UNIT C (hereinafter referred to as the LEA-C).

ARTICLE ONE – RECOGNITION

The School Committee recognizes the LEA as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and other conditions of employment of the following employees of the Lexington Public School System: all full-time and regular part-time Instructional Assistants, Student Support Instructors and Specialized Assistants. The term "employee" is understood to mean a person for whom the LEA has been recognized as the exclusive representative, and only such persons are covered by this Agreement.

ARTICLE TWO – ASSOCIATION SECURITY

The employer agrees that no reprisals of any kind will be taken by it against any employee covered by this Agreement by reason of membership in the LEA-C, or participation in any lawful LEA-C activities, provided such activities shall not be carried on in such manner as to interfere with the performance of her/his duties.

ARTICLE THREE – GRIEVANCE PROCEDURE

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

A. Definition:

A grievance is a dispute involving the application or interpretation of a specific provision of this Agreement, or compliance with its term.

B. General Rules

1. Every effort shall be made by the employee and her/his immediate supervisor to arrive at a settlement of the matter involved prior to the use of the formal grievance procedure.
2. Failure at any level of this procedure to appeal the grievance to the next Level by filing a proper written statement within the specified time limits shall be deemed to be acceptance of the decision rendered at that level, and a waiver of the complaint and the right to proceed further under the grievance procedure, except as the time limits have been extended under paragraph 7 of this section B.
3. No reprisal of any kind shall be taken by any party to this Agreement or by the administration against any party-in-interest, any witness, any member of the LEAC, or any other participant in the grievance procedure by reason of such participation.
4. A grievance that affects, or may affect a group, or class of employees, or is of a general nature, may be submitted as an association grievance by the Professional Rights and Responsibilities Committee to the Superintendent or designee directly, and the processing of such grievance shall be commenced at Level Two of the grievance procedure.
5. Each written statement of a grievance processed beyond Level One shall include a concise statement of the facts constituting the grievance, a reference to the applicable provisions of the Agreement alleged to have been violated, misinterpreted or inequitably applied, the date when the grievance occurred and the dates of all prior written

presentations and shall be signed by the employee and by the Chairperson of the PR&R Committee of the LEA.

6. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
7. By mutual written agreement of the parties to a grievance proceeding, the time limits incorporated below may be extended.
8. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits to the aggrieved employee(s) and the Chairperson of the PR&R Committee shall permit the aggrieved party or parties to proceed to the next level.
9. Grievances already in process at the close of school in June shall continue to be processed over the summer. During this summer processing of grievances all time limits shall be increased by five (5) school days, with school days construed to mean business days.
10. Employees shall suffer no loss of pay for time spent during working hours in attending grievance proceedings under this Article. The responsibility for the scheduling of grievance proceedings shall remain with the parties.

Level One:

The aggrieved employee shall first present a written statement of the grievance to the appropriate supervisor within ten (10) school days after the event on which the grievance is based. There shall be a meeting within ten (10) school days of the receipt of the grievance. The written answer shall be presented to the grievant with a copy to the PR&R chairperson within ten (10) school days of the meeting.

Level Two:

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

Level Three:

Within ten (10) school days of the receipt of the Level Two decision, the LEA may by giving written notice to the School Committee and to the American Arbitration Association (hereinafter referred to as AAA), present the grievance to arbitration under the rules of the AAA.

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

3. Nothing herein shall be deemed to limit the right of an employee and the LEA to present any question of wages, hours or working conditions at Levels One and Two of the grievance procedure.

ARTICLE FOUR - APPOINTMENTS

- a. After a one-year probationary period, no employee covered under this agreement will be disciplined, reprimanded, reduced in rank or compensation, or dismissed without good cause, which, in the case of ineffectiveness, means two consecutive overall performance determinations of “effective with concerns” or “ineffective.”
- b. Upon written application, Instructional Assistants and Specialized Instructional Assistants who meet the posted qualifications for a promotional opportunity covered under the Unit C contract will be given an in-person interview. Any Unit C employee seeking a promotional opportunity outside of the Unit C contract will have his/her application paper-screened for any position(s) for which he/she meets the posted criteria. A promotional opportunity shall be defined as any job carrying an increase in pay-grade.

ARTICLE FIVE – SUPERVISION & EVALUATION

The parties agree to the Supervision and Evaluation process and the three (3) job specific instruments contained in Appendix A of this agreement. The implementation of said process in the 2016-2017 school year is described in the Memorandum of Agreement also contained in Appendix A.

ARTICLE SIX – WAGES

A. The wages of employees shall be fixed by the Superintendent at rates established in this article.

B. Wages for Instructional Assistants

Prior service as Instructional Assistants in Lexington shall be counted in determining placement on the salary schedule.

Effective on the first day of the 2015 - 2016 school year, increase wages by 2.0%;

Effective on the first day of the 2016 - 2017 school year, increase wages by 2.25% at Steps 1 and 2, by 2.75% at Step 3, 2.85% at Step 4, 2.95% at Step 5, and 2.95% at Step 6.

Effective on the first day of the 2017 - 2018 school year, by 2.25% at Steps 1 and 2, by 2.75% at Step 3, 2.85% at Step 4, 2.95% at Step 5, and 2.95% at Step 6.

IA	FY16	FY17	FY18
Step 1	19.2743	19.7080	20.1022
Step 2	20.8163	21.2846	21.7103
Step 3	21.9953	22.6002	23.2217
Step 4	22.3200	22.9562	23.6104
Step 5	22.6208	23.2882	23.9752
Step 6	23.0588	23.7391	24.4394

C. Wages for Student Support Instructors

Prior service as Instructional Assistants or Student Support Instructors shall be counted in determining placement on the salary schedule.

Effective on the first day of the 2015 - 2016 school year, increase wages by 2.0%;

Effective on the first day of the 2016 - 2017 school year, adopt new fiscal year 2017, 6 step, cost-neutral SSI salary schedule;

Effective on the first day of the 2017 - 2018 school year, adopt FY18, 6 step, cost-neutral SSI salary schedule

SSI	FY16	FY17	FY18
Step 1	23.0759	23.0800	23.0800
Step 2	23.0759	23.4400	23.7900
Step 3	23.0759	23.8100	24.5000
Step 4	25.7851	26.1500	26.4900
Step 5	25.7851	26.5200	26.8600
Step 6	28.7487	29.3700	29.9200

D. Wages for Specialized Assistants

Effective on the first day of the 2015 - 2016 school year, increase wages by 2.0%;

Effective on the first day of the 2016 - 2017 school year, increase wages by 2.25%;

Effective on the first day of the 2017 - 2018 school year, increase wages by 2.0%.

SIA	FY16	FY17	FY18
Step 1	19.9993	20.4493	20.8583
Step 2	21.4789	21.9622	22.4014
Step 3	22.6514	23.1611	23.6243
Step 4	23.3089	23.8334	24.3101
Step 5	24.3500	24.8979	25.3959
Step 6	25.7746	26.3545	26.8816

- E. A principal may require Instructional Assistants to provide teachers with classroom coverage for a period not to exceed forty-five (45) minutes in duration except under the following conditions. In the event an Instructional Assistant is required to provide classroom coverage for a teacher in excess of forty-five (45) minutes, he/she will be paid ten dollars (\$10.00) per hour beyond his/her regular hourly wage for each additional hour (or fraction thereof) up to a maximum of fifty dollars (\$50.00) per day. The following employees shall not be assigned to provide teachers with classroom coverage: Instructional Assistants who are assigned to one-on-one duties with a single student, Student Support Instructors, and Specialized Assistants.
- F. Instructional Assistants, Student Support Instructors and Specialized Assistants will receive six and one-half (6.5) hours paid professional development during the school year, the scheduling and content of which shall be determined by the Superintendent of Schools.
- G. During the fall of the 2017-2018 school year, representatives of the administration and the LEA will meet to further explore the possibility of paycheck annualization (to the extent legally possible) in a successor to the 2015-2018 master agreement and make a joint recommendation to the Superintendent of Schools.

ARTICLE SEVEN – LEAVES WITH PAY

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

Employees hired on or after December 1st shall receive two (2) personal days. Employees hired on or after March 1st shall receive one (1) personal day.

Sick and personal leave will be prorated on the basis of an employee's FTE. When sick and/or personal leave is used, it will be charged in hours. The following formula shall determine the conversion of days into hours: (# of Days allotted) x (7.5 or 8.0 hrs./day) x (FTE).

- B. Instructional Assistants will receive twelve (12) paid sick days each year. Beginning with the second year of employment, unused sick days may be accumulated from year to year up to a maximum accumulation of one hundred (100) days.
- C. Student Support Instructors will receive fifteen (15) days of paid sick days each year. Beginning with the second year of employment, unused sick days may be accumulated from year to year up to a maximum accumulation of one hundred (100) days.
- D. Specialized Assistants will receive twelve (12) paid sick days. Beginning with the second year of employment, unused sick days may be accumulated from year to year up to a maximum accumulation of one hundred (100) days.
- E. A medical certificate may be required for all absences exceeding five (5) consecutive days.
- F. Independent Medical Examinations

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

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

A physician may request records and information medically necessary and appropriate, in the physician's professional opinion, to inform an assessment of whether the employee is fit for work. Prior to undertaking the assessment, the physician will be informed in writing by the Superintendent that it is the School's wish to respect the employee's privacy by avoiding inquiries broader than those that are medically necessary and appropriate for this purpose.

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

- Complaints of inappropriate verbal conduct or any conduct indicating an inability to exercise self-control and self-discipline;
- An abrupt change in customary behavior resulting in an inability to perform essential functions of the position;
- Irrational verbal conduct or behaviors, including delusions and/or hallucinations;

- Suicidal statements or behaviors, or personal expressions of mental instability;
- Unexplained and excessive tiredness or hyperactivity;
- Diagnosis of a life-threatening eating disorder;
- Inappropriate use of alcohol, medications or other drugs, including symptoms of illegal drug use;
- Memory loss;
- Impatience or impulsiveness, especially with a loss of temper;
- Unexplained and/or excessive lateness or absenteeism, and;
- Physical injury or illness that creates a reasonable concern that an employee is unable to safely perform the essential functions of his or her position.

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

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

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

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

G. Sick Leave Bank

After three (3) full consecutive years of employment from his/her initial date of hire, members (Instructional Assistants and Student Support Instructors) will contribute one (1) day of sick leave to the Unit C Sick Leave Bank, thereby becoming eligible as a member of the “Bank.” The initial contributions made by the Instructional Assistants who are eligible as of October 1, 2008 will be on that same date (October 1, 2008). On October 1, 2008, the School committee will make a one-time contribution of thirty (30) days of sick leave to the Unit C Sick Leave Bank.

The Sick Leave Bank shall be available for use by eligible members of Unit C who have exhausted their own sick leave and who have a documented serious illness. Applications for the use of the Sick Leave Bank are issued by the Human Resources Office.

1. The initial grant of sick leave by the Unit C Sick Leave Bank Committee to an eligible member shall not exceed twenty (20) days. Upon completion of the twenty (20) day period, the period of entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant. However, the Committee may not grant more than ninety (90) sick days for a particular illness to any member of Unit C.
2. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of three (3) members: the LEA President or designee, the Unit C representative on the LEA Executive Board or designee, and an administrator designated by the Superintendent of Schools. The Sick Leave Bank Committee shall determine its own rules of operation, the eligibility for the use of the bank, and the amount of leave to be granted.
3. The following criteria shall be used by the Sick Leave Bank Committee in administering the Sick Leave Bank in their determination of eligibility and amount of leave:
 - a. Adequate medical evidence of serious illness as documented in a written physician's statement
 - b. Prior exhaustion of all eligible sick leave
 - c. Prior utilization of the Sick Leave Bank
4. When contributions to the Sick Leave Bank fall below thirty (30) days, the "Bank" shall be renewed by a mandatory contribution of one (1) additional day of sick leave from each eligible member of Unit C. Such additional days will be deducted from the members' annual days of sick leave. The Sick Leave Bank Committee shall determine the time when it becomes necessary to replenish the bank.
5. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and not subject to appeal.

ARTICLE EIGHT - ATTENDANCE AND WORKING HOURS

- A. Individual work schedules will be determined by the principal or her/his designee.
- B. The work year for Instructional Assistants and Specialized Instructional Assistants will be determined by the Principal or a designee.

C. In FY16 – FY18 the anticipated dates of the SSI work year are based on the table below.

Fiscal Year	Summer Dates	School Year Dates
2015-2016	July 6-August 20 (34 Days)	August 31-June 24 (184 incl. full-day PD)
2016-2017	July 11 –August 19 (30 Days)	August 29-June 26 (184 incl. full-day PD)
2017-2018	July-10-August 18 (30 Days)	August 28- June 14 (184 incl. full-day PD)

These dates are subject to change as part of the district calendar, but the minimum number of days worked for all SSI's shall be 218, inclusive of the *full-day* professional development day. In FY17 and FY18, SSIs will be required to work additional days to meet the minimum 218 day work year.

In the event that school is cancelled due to weather related and other emergencies that impact the SSI work year minimum, the parties agree to re-open negotiations. In the event that the wages, hours and other conditions of employment in connection with the summer program are substantially altered, the parties agree to re-open this provision of the contract. In both aforementioned cases, the judgment of the Superintendent of Schools or his/her designee shall prevail as to the need for re-opening negotiations.

Student Support Instructors shall receive five (5) consecutive days without pay between the end of the subsequent school year and the beginning of the summer session, and five (5) consecutive days without pay between the end of the summer session and the beginning of the next school year. In addition, Student Support Instructors will be paid for Independence Day and Labor Day, provided that they worked during the summer months.

D. All employees covered by this Agreement who regularly work more than five (5) hours per day will have a thirty (30) minute duty-free and meeting-free lunch period.

E. No Instructional Assistant shall be required to take home additional work to be performed outside of regular working hours.

F. Effective the 2009-2010 school year, members of Unit C will receive six and one-half (6.5) hours of paid orientation/professional development on the work day before the first student day of the school year. Said orientation/professional development will include attendance at the opening meeting for professional staff and site-based work at individual schools, the scheduling and content of which shall be determined by the Superintendent of Schools.

G. All newly hired employees covered under this agreement shall receive one (1) full-day of job specific unpaid pre-employment training within the period two weeks prior to the opening day

of the school year. In the event an employee is hired after the beginning of a school year, he/she will be required to attend the pre-employment training prior to the following school year.

- H. Instructional Assistants and Specialized Instructional Assistants shall receive Labor Day as a paid holiday should the school year commence prior to Labor Day.

ARTICLE NINE – OTHER LEAVE PROVISIONS

- A. Funeral Leave:

An absence with pay for a period not to exceed five (5) days, may be granted by the Superintendent or his/her administrative designee in case of the death of a member of an employee's immediate family or household. The term "Immediate family" means the employee's spouse, child, father, mother, sister, brother, domestic partner, grandparents, grandchild, father-in-law, mother-in-law, stepfather, stepmother, stepsiblings. An absence with pay for any one day may be granted by the Superintendent or his/her administrative designee in case of the death of an employee's sister-in-law, brother-in-law, aunt, uncle, cousin, or of a grandparent of the employee's spouse. These provisions shall be administered in the light of their purpose, which is to provide opportunity when needed to enable an employee to attend the funeral or to attend to family or personal matters arising as a result of the death.

- B. Military Leave:

Any regular employee serving an annual tour of duty with the armed forces shall be paid the difference between her/his regular salary and her/his military pay during such period but not to exceed two (2) calendar weeks.

- C. Jury Duty:

A regular employee called for jury service shall be paid the difference between her/his regular salary and her/his jury pay during the period of such service and shall report for work whenever excused from attendance at court. Upon receipt of a summons for jury service, the employee shall immediately notify her/his immediate supervisor.

- D. Leave Without Pay:

Leave without pay may be granted upon request to an employee by the Superintendent or administrative designee in consultation with the employee's immediate supervisor or school principal for good and sufficient reason when such may be done without injury to the Lexington Public Schools.

E. Maternity Leave:

Employee will upon request be granted leave without pay in accordance with relevant state and federal laws for childbearing and childrearing.

F. Religious Leave:

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

ARTICLE TEN - GROUP INSURANCE AND MEDICAL COVERAGE

All employees working twenty (20) hours or more per week shall be entitled to secure a Certificate for \$5,000.00 of term life insurance coverage on the basis available to employees of the Lexington School System and/or employees of Town of Lexington. An Optional Life Insurance Plan is also available. All employees working twenty (20) hours or more per week shall be entitled to those health insurance plans offered by the Town of Lexington through the Group Insurance Commission (GIC) as negotiated by and between the Town of Lexington and the Public Employee Coalition representing municipal and school employees.

Employees hired after March 31, 1986 are subject to the Medicare tax - that portion of the Social Security tax that covers Medicare. The Town of Lexington must presently withhold 1.45% of wages of those employees who fall in this category.

ARTICLE ELEVEN - ASSOCIATION RIGHTS

- A. The School Committee shall permit the LEA – Unit C members to use in-school mailboxes, and to use school buildings for school meetings, provided no additional cost for custodial employees is necessitated by such use.
- B. Upon written request, the School Committee shall furnish to the LEA by no later than November 1 of each year, the names and addresses of all Instructional Assistants, Student Support Instructors and Specialized Assistants in the Lexington School System prior to the opening of school, in so far as possible, and whenever positions are filled because of new openings, resignations, transfers or death.
- C. Upon written request, the School Committee shall furnish to the LEA a complete listing of all Instructional Assistants, Student Support Instructors and Specialized Assistants employed in the System along with the name of the program that s/he works in, the name of the school in which s/he works and the number of hours that s/he works per week.
- D. As a matter of public and personnel policy, the School Committee is opposed to the covert use of video or audio recording devices in the workplace, which includes the home or other private location of any student during the time that the student is receiving educational instructional

outside the school premises. The School Committee shall notify parents that SSIs will not work with students in their homes or other private locations if the employees are being, or have been, recorded by means of a video or audio recording device or other similar device with or without their knowledge and/or consent. If the SSI becomes aware or has reason to believe that such recording has occurred or is occurring, the SSI will immediately cease providing services in the home and notify the school district. The school district will notify the parents of its policy against covert surveillance and take such steps as necessary to ensure compliance with its policy.

ARTICLE TWELVE – REPRODUCTION OF AGREEMENT

The School Committee shall bear the cost of reproducing the Agreement and will supply the LEA with one copy for each member of the bargaining unit plus twenty-five (25) copies before the opening of school in September, if possible, and otherwise as soon as possible.

ARTICLE THIRTEEN – INDEMNIFICATION OF EMPLOYEES

The Committee shall indemnify employees to the extent required and permitted by state law.

ARTICLE FOURTEEN - CHECK-OFF OF ASSOCIATION DUES

The employer will deduct from the pay of each employee for whom the employer has received a check-off authorization form provided by the LEA and executed by the employee, the LEA-C dues, fees, and assessments in the amounts specified by the LEA. The employer will make the necessary deductions in fourteen (14) equal biweekly installments, beginning in mid-December, and remit the aggregate amount to the LEA along with a list of the employees for whom dues, fees and assessments were deducted. The LEA shall give the employer at least thirty (30) days notice of any change in the dues or of any implementation of fees or assessments. All employees whose monthly LEA-C dues are not being paid by authorized dues deduction shall be required, as a condition of employment to pay an agency service fee, directly to the LEA on or before the 30th day following the beginning of their employment or the dues deadline date set by the LEA, whichever is later. In the event of any dispute pertaining to and arising out of the agency fee, the LEA will indemnify and hold the Committee, its officers, agents and employees harmless from any suits either at law or in equity and shall provide legal counsel of its choice at no cost to the Committee.

ARTICLE FIFTEEN – EMPLOYEES’ FILES

- A. Any employee may attach an addendum to any information in her/his Personnel file. An employee may have information removed from her/his file by use of the grievance procedure, on the grounds that information in her/his file is improper, incorrect, or irrelevant to the employment relationship
- B. The employee shall have the right upon request at reasonable times to examine her/his

personnel file at a location designated by the employer and to have a copy of any material in it.

- C. The employer will not reveal information in employees' files without the consent of the employee to anyone outside the management of the Town, except when required to do so in legal proceedings.

ARTICLE SIXTEEN - USE OF SCHOOL FACILITIES

Employees may use the physical education facilities of the school in which they work, including showers, tennis courts and gymnasium, at their own risk, provided that such use does not interfere with student use of these facilities and further provided that no additional custodial cost is necessitated thereby.

ARTICLE SEVENTEEN – PAYROLL DEDUCTIONS

- A. In the event the Town of Lexington establishes payroll deduction procedures allowing employees to purchase U.S. Savings Bonds and tax deferred annuities, then employees covered by this Agreement may take advantage of such procedure by designating on a form to be provided by the employer that s/he wishes to have such deduction made from her/his paycheck in a specified amount for the purpose of U.S. Savings Bonds.
- B. All staff members covered under this agreement shall participate in the direct deposit of paychecks

ARTICLE EIGHTEEN - SEPARABILITY

If the provision or application of this Agreement is found by a court of competent jurisdiction to be contrary to law in a decision which is not appealed, then that provision or application shall be deemed ineffective to the extent contrary to law, all other provisions or applications shall continue to full force and effect. In the event that a provision or application is rendered ineffective as a result of a final court decision, or the parties agree that a provision is illegal, the parties shall meet forthwith to negotiate a provision or application to replace that found to be illegal. In these negotiations the impasse procedures provided by G.L.C.150E for agreements shall be followed by the parties. No new provisions shall be implemented until an agreement has been reached, ratified and executed by the parties. All understandings and agreements reached under this procedure shall be reduced to writing, signed by each party, and made a part of this Agreement.

ARTICLE NINETEEN - GENERAL

- A. All members of the bargaining unit will be included in and will receive a copy of the staff directory of the Lexington Public Schools by October 15 of each school year.
- B. All members of the bargaining unit will receive a copy of the Professional Learning catalog at the same time as other members of the school system.
- C. At the discretion of the Assistant Superintendent for Human Resources, an Instructional Assistant, Student Support Instructor or Specialized Assistant who is hired for a Unit A position may be granted salary step credit for some portion of her/his LEA – Unit C experience in Lexington.

ARTICLE TWENTY- DURATION

The provisions of this Agreement shall be effective as of September 1, 2015 and will continue and remain in full force and effect until August 31, 2018, and shall be automatically renewed from year to year, unless by December 15 in any succeeding year, either party notifies the other in writing of its desire to terminate or amend this Agreement. When such notice is given, the contract will continue in effect beyond its expiration date until replaced by a successor agreement effective from the expiration date or until August 31, 2018, whichever occurs sooner. G.L. Chapter 150E, s. 7 limits this contract to a three (3) year duration. Therefore, failure to give notice to terminate or amend in the third year may not bind the other side for a fourth year. Notice of an intention to terminate or amend this Agreement shall be given in writing to the Chairperson of the Lexington School Committee and the Superintendent of Schools at the office of the Lexington Public Schools, 146 Maple Street, Lexington, Massachusetts 02420, or by the employer to the President of the LEA at her/his place of employment in the Lexington School System. The parties agree that within twenty-one (21) days of the receipt of a request for negotiation of the terms of a new or modified Agreement, the parties will meet and begin such negotiations.

The principal or an administrative designee shall hire all employees for various schools, subject to the approval of the Superintendent of Schools. Each employee shall serve a probationary period of three (3) months, after which his/her employment shall be for at least one school year subject to the needs of the school system as determined solely by the Superintendent of Schools.

ARTICLE TWENTY-ONE – PROFESSIONAL GROWTH and TUITION REIMBURSEMENT

- a. If spaces are available after Unit A enrollment is completed, Unit C members will be eligible to enroll in courses offered through the LPS PD course catalog. The foregoing is subject to funding of the PD catalog, and provided that the enrollment of an employee covered under the Unit C agreement would not conflict with the employee's scheduled work duties. Each term, after the catalog is published, it is an employee's responsibility to contact the Office of Curriculum, Instruction and Professional Development to have his/her name placed on a waitlist for course(s) relevant to his/her work assignment.

- b. Beginning in the 2016-2017 school year, the school committee agrees to fund an annual tuition reimbursement account of \$15,000. Upon the successful completion of a district-approved course, a bargaining unit member will receive tuition reimbursement of up to \$500 within a school year. All courses taken for tuition reimbursement must be pre-approved by the Assistant Superintendent for Human Resources. Tuition reimbursement is contingent upon a bargaining unit member clearly articulating in writing how the successful completion of the requested course will lead to improved student outcomes or is relevant to the work of a licensed professional recognized within the Lexington Public Schools. Application and reimbursement approval procedures will ensure that funds are distributed equitably and are available throughout the fiscal year. Successful completion of a course shall mean the satisfactory completion of a course with a grade of “B” or better from an accredited educational institution, or a passing grade, if an alpha/numeric grade is not available.

ARTICLE TWENTY-TWO – TIME CLOCKS

For the purpose of maintaining the accuracy of payroll records for Unit C in an efficient manner, effective July 1, 2014, all employees covered under this agreement will be required to report their daily work hours using a system-wide electronic time recording system (“System”). Said System will replace time sheets. Reporting of daily work hours includes an employees’ start-time, end-time, and the beginning and end times of any non-paid breaks within the work day.

There will be a joint labor management committee established for the purpose of discussing the system-wide implementation of the aforementioned System, and for making a recommendation to the Superintendent of Schools. One (1) representative from Unit C will participate on said Committee.

This Memorandum of Agreement is subject to the ratification of the parties.

Andrew C Baker

Andrew Baker, President

Lexington Education Association

William J Hurley

William Hurley, Chair

Lexington School Committee

11/7/16

Date

11.9-'16

Date

Appendix A

Evaluation & Supervision Instruments

- IA Evaluation Instruments p.19
- SIA Evaluation Instruments p.22
- SSI Evaluation Instruments p.26
- Memorandum of Agreement p.31

Appendix A

Lexington Public Schools Unit C-Formative & Summative Evaluation Instrument

Name: _____ **Job Title:** _____

School: _____ **Program:** _____

Position: IA

Status: Probationary Non-probationary

Cycle: Formative Summative

Instructional Assistant Performance Descriptors

Effective: Performance consistently supports student progress and system goals.

Effective with Concerns: Performance is inconsistent and needs improvement as it relates to student progress and system goals.

Ineffective: Performance does not support student progress and system goals.

Although school principals/program directors have the final responsibility for the production and signing of evaluations, the Unit C supervision and evaluation process is collaborative in nature, including multiple stakeholders as contributors. Based on the structure of programming at individual schools, it is within a principal's/program director's discretion to determine the process used at his/her school and to seek input from the following educators in the formulation of evaluations, including but not limited to: assistant principals; evaluation team supervisors; deans; BCBAs; and special educators, classroom teachers, and related service providers covered under the LEA-Unit A contract.

Unit C Core Competencies Special Education IAs, SSIs, SIAs				
Competency	Effective (2)	Effective with concerns (1)	Ineffective (0)	Feedback
Conducts oneself in a professional manner (i.e. confidentiality, use of personal devices, maintains appropriate boundaries with students and staff)*				
Communicates in a respectful and appropriate manner with students, staff and parents*				
Establishes positive working				

relationships within the school community *				
Is receptive to feedback and utilizes feedback to improve performance*				

Unit C General Competencies				
Competency	Effective	Effective with concerns	Ineffective	Comment
Follows directions from professional staff, building administrator, and designees				
Fulfills professional responsibilities, i.e. attends and actively participates in meetings, trainings, and for SSIs, home services				
Adheres to school/district policies and procedures				
Provides accommodations/modifications per students' IEPs and completes all tasks associated with a student's IEP as directed by professional staff				
Demonstrates flexibility with work assignments and tasks				
Collaborates with and seeks clarification from service providers in a timely manner				
Establishes a developmentally appropriate rapport with students				
Provides appropriate information to professional staff in relation to student progress and needs				
Communicates with special educator on a regular basis				

Is dependable and punctual				
Uses appropriate level of assistance in the general educational setting				
Utilizes time productively when not working directly with students				
Demonstrates appropriate professional judgment at all times				

*Represents a required core competency to be rated overall as "effective"

Evaluators are required to provide feedback on those competencies in which an employee needs growth/improvement, and are encouraged to provide feedback in those competencies in which an employee deserves special recognition.

Evaluator's Recommendation

____ (EFFECTIVE) Continue employment with normal salary increase

____ (EFFECTIVE w/Concern) Continue employment (conditional upon improvement of performance)

____ Termination of employment

Signature of Evaluator _____ Date: _____

Signature of Unit C Member _____ Date: _____

Unit C Evaluation Rating Chart	
Rating	Total with Core IA (34)
<u>Effective</u> Effective (80% "Effective" including 4 core*)	27
<u>Effective with Concerns</u> Effective with Concerns (70%-79% are "Effective")	24 - 26
<u>Ineffective</u> Ineffective (Less than 70% "Effective")	< 24

Appendix A

Lexington Public Schools Unit C-Formative & Summative Evaluation Instrument

Name: _____ **Job Title:** _____

School: _____ **Program:** _____

Position: SIA

Status: Probationary Non-probationary

Cycle: Formative Summative

Specialized Instructional Assistant Performance Descriptors

Effective: Performance consistently supports student progress and system goals.

Effective with Concerns: Performance is inconsistent and needs improvement as it relates to student progress and system goals.

Ineffective: Performance does not support student progress and system goals.

Although school principals/program directors have the final responsibility for the production and signing of evaluations, the Unit C supervision and evaluation process is collaborative in nature, including multiple stakeholders as contributors. Based on the structure of programming at individual schools, it is within a principal's/program director's discretion to determine the process used at his/her school and to seek input from the following educators in the formulation of evaluations, including but not limited to: assistant principals; evaluation team supervisors; deans; BCBAs; and special educators, classroom teachers, and related service providers covered under the LEA-Unit A contract.

Unit C Core Competencies Special Education IAs, SSIs, SIAs				
Competency	Effective (2)	Effective with concerns (1)	Ineffective (0)	Feedback
Conducts oneself in a professional manner (i.e. confidentiality, use of personal devices, maintains appropriate boundaries with students and staff)*				
Communicates in a respectful and appropriate manner with students, staff and parents*				
Establishes positive working				

relationships within the school community *				
Is receptive to feedback and utilizes feedback to improve performance*				

Unit C General Competencies				
Competency	Effective	Effective with concerns	Ineffective	Comment
Follows directions from professional staff, building administrator, and designees				
Fulfills professional responsibilities, i.e. attends and actively participates in meetings, trainings, and for SSIs, home services				
Adheres to school/district policies and procedures				
Provides accommodations/modifications per students' IEPs and completes all tasks associated with a student's IEP as directed by professional staff				
Demonstrates flexibility with work assignments and tasks				
Collaborates with and seeks clarification from service providers in a timely manner				
Establishes a developmentally appropriate rapport with students				
Provides appropriate information to professional staff in relation to student progress and needs				
Communicates with special educator on a regular basis				

Is dependable and punctual				
Uses appropriate level of assistance in the general educational setting				
Utilizes time productively when not working directly with students				
Demonstrates appropriate professional judgment at all times				

*Represents a required core competency to be rated overall as "effective"

Unit C Position Specific Competencies

SIA Job Competencies				
Competency	Effective	Effective with Concerns	Ineffective	Comments
Collects data				
Runs behavior /management guidelines with fidelity				
Implements student crisis/emergency procedures according to protocols				
Maintains good composure during unexpected and crisis situations				

Evaluators are required to provide feedback on those competencies in which an employee needs growth/improvement, and are encouraged to provide feedback in those competencies in which an employee deserves special recognition.

Evaluator's Recommendation

____ (EFFECTIVE) Continue employment with normal salary increase

____ (EFFECTIVE w/Concern) Continue employment (conditional upon improvement of performance)

____ Termination of employment

Signature of Evaluator _____ Date: _____

Signature of Unit C Member _____ Date: _____

Unit C Evaluation Rating Chart	
Rating	Total with Core SIA (42)
<u>Effective</u> Effective (80% "Effective" including 4 core*)	34
<u>Effective with Concerns</u> Effective with Concerns (70%-79% are "Effective")	29 - 33
<u>Ineffective</u> Ineffective (Less than 70% "Effective")	< 29

Appendix A

Lexington Public Schools Unit C-Formative & Summative Evaluation Instrument

Name: _____ **Job Title:** _____

School: _____ **Program:** _____

Position: SSI w/home services w/o home services

Status: Probationary Non-probationary

Cycle: Formative Summative

Student Support Instructor Performance Descriptors

Effective: Performance consistently supports student progress and system goals.

Effective with Concerns: Performance is inconsistent and needs improvement as it relates to student progress and system goals.

Ineffective: Performance does not support student progress and system goals.

Although school principals/program directors have the final responsibility for the production and signing of evaluations, the Unit C supervision and evaluation process is collaborative in nature, including multiple stakeholders as contributors. Based on the structure of programming at individual schools, it is within a principal's/program director's discretion to determine the process used at his/her school and to seek input from the following educators in the formulation of evaluations, including but not limited to: assistant principals; evaluation team supervisors; deans; BCBAs; and special educators, classroom teachers, and related service providers covered under the LEA-Unit A contract.

Unit C Core Competencies Special Education IAs, SSIs, SIAs				
Competency	Effective (2)	Effective with concerns (1)	Ineffective (0)	Comment
Conducts oneself in a professional manner (i.e. confidentiality, use of personal devices, maintains appropriate boundaries with students and staff)*				
Communicates in a respectful and appropriate manner with students, staff and parents*				

Establishes positive working relationships within the school community *				
Is receptive to feedback and utilizes feedback to improve performance*				

Unit C General Competencies

Competency	Effective	Effective with concerns	Ineffective	Comment
Follows directions from professional staff, building administrator, and designees				
Fulfills professional responsibilities, i.e. attends and actively participates in meetings, trainings, and for SSIs, home services				
Adheres to school/district policies and procedures				
Provides accommodations/modifications per students' IEPs and completes all tasks associated with a student's IEP as directed by professional staff				
Demonstrates flexibility with work assignments and tasks				
Collaborates with and seeks clarification from service providers in a timely manner				
Establishes a developmentally appropriate rapport with students				
Provides appropriate information to professional staff in relation to student progress and needs				
Communicates with special educator on a regular basis				

Is dependable and punctual				
Uses appropriate level of assistance in the general educational setting				
Utilizes time productively when not working directly with students				
Demonstrates appropriate professional judgment at all times				

*Represents a required core competency to be rated overall as “effective”

Unit C Position Specific Competencies

SSI Job Competencies				
Competency	Effective	Effective with Concerns	Ineffective	Comments
INSTRUCTION				
Maintains an organized, clean, and safe student work space				
Implements generalization and maintenance procedures				
Implements naturalistic instructional procedures (e.g. incidental teaching)				
Implements task analysis procedures				
Implements discrete trial procedures				
Maintains focus on students across all settings				
Follows prompting hierarchy appropriately				
DATA AND BEHAVIOR MANAGEMENT				
Collects, enters and updates				

student data				
Runs behavior/management guidelines with fidelity				
Implements student crisis/emergency procedures according to protocols				
Maintains good composure during unexpected and crisis situations				
HOME				
Maintains professional boundaries with families				
Communicates with BCBA regularly and reports concerns				
Maintains and organizes materials and data				
Engages in respectful and professional communication in home setting				

Evaluators are required to provide feedback on those competencies in which an employee needs growth/improvement, and are encouraged to provide feedback in those competencies in which an employee deserves special recognition.

Evaluator’s Recommendation

____ (EFFECTIVE) Continue employment with normal salary increase

____ (EFFECTIVE w/Concern) Continue employment (conditional upon improvement of performance)

____ Termination of employment

Signature of Evaluator _____ Date: _____

Signature of Unit C Member _____ Date: _____

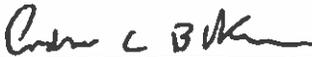
Unit C Evaluation Rating Chart

Rating	Total with Core SSI-w/Home Services (64)	Total with Core SSI-w/o Home Services (56)
<u>Effective</u> Effective (80% "Effective" including 4 core*)	51	45
<u>Effective with Concerns</u> Effective with Concerns (70%-79% are "Effective")	45 - 50	39 - 44
<u>Ineffective</u> Ineffective (Less than 70% "Effective")	< 45	< 39

Memorandum of Agreement
By and between
The Lexington Education Association
And
The Lexington School Committee

Whereas "the parties mutually agree(d) to work collaboratively in the months of July and August 2016 to finalize a supervision and evaluation process for implementation by no later than September 1, 2016," and whereas the final evaluation instruments for employees covered under the LEA-Unit C agreement were finalized on October 27, 2016, the undersigned parties hereby agree that:

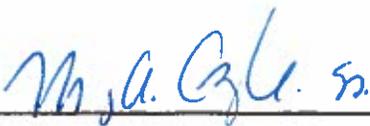
1. in the 2016-2017 school year, all employees covered under the LEA-Unit C agreement will receive one (1) written summative evaluation using the evaluation instrument applicable to his/her position (attached) by no later than May 15, 2017, and;
2. If a principal/program director contemplates the termination of a non-probationary employee covered under the Unit C agreement for 'good-cause,' then he/she shall provide said employee with a formative evaluation by no later than February 1, 2017.



For the Lexington Education Association

10/28/16

date



For the Lexington School Committee

10/31/16

date