

AGREEMENT

between the

Lexington Education Association -

Unit C

and the

Lexington School Committee

September 1, 2018 – August 31, 2021

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AGREEMENT

Pursuant to the provisions of the General Laws of Massachusetts, this agreement made this twenty-eighth (28) day of AUGUST 2018 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 the 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.

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 annually.

If a principal/program director contemplates the termination of a non-probationary employee covered under the Unit CF agreement for “good-cause”, then he/she shall provide said employee with a formative evaluation by no later than February 1.

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 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, Specialized Instructional Assistants and Student Support Instructors in Lexington shall be counted in determining placement on the salary schedule.

Effective on the first day of the 2018-2019 school year adopt the salary schedule below:

19		HOURLY RATE	Full-time	Compensable Days	Annual Compensation
09/01/2018	SIA	\$18.6906	7.50	214	\$29,998.41
09/01/2018	SIA	\$20.0733	7.50	214	\$32,217.65
09/01/2018	SIA	\$21.1691	7.50	214	\$33,976.41
09/01/2018	SIA	\$21.7837	7.50	214	\$34,962.84
09/01/2018	SIA	\$22.7566	7.50	214	\$36,524.34
09/01/2018	SIA	\$24.0879	7.50	214	\$38,661.08

09/01/2018	SSI	\$21.0535	8.00	246	\$41,433.29
09/01/2018	SSI	\$21.7011	8.00	246	\$42,707.76
09/01/2018	SSI	\$22.3488	8.00	246	\$43,982.44
09/01/2018	SSI	\$24.1640	8.00	246	\$47,554.75
09/01/2018	SSI	\$24.5016	8.00	246	\$48,219.15
09/01/2018	SSI	\$27.2929	8.00	246	\$53,712.43

09/01/2018	IA	\$18.0131	7.50	214	\$28,911.03
09/01/2018	IA	\$19.4541	7.50	214	\$31,223.83
09/01/2018	IA	\$20.8084	7.50	214	\$33,397.48
09/01/2018	IA	\$21.1567	7.50	214	\$33,956.50
09/01/2018	IA	\$21.4836	7.50	214	\$34,481.18
09/01/2018	IA	\$21.8995	7.50	214	\$35,148.70

Effective on the first day of the 2019-2020 school year, increase wages by 2%;
Effective on the first day of the 2020-2021 school year, increase wages by 2%;

- C. A principal may require Instructional Assistants to provide teachers with classroom coverage or 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.
- D. Instructional Assistants, Student Support Instructors and Specialized Assistants will be provided with a minimum of fifteen (15) hours of professional development annually and up to thirty (30) hours, subject to the approval of the Principal/Director.
- E. Effective for the 2019-2020 school year, Employees who have been employed continuously by the school district and have completed ten years or longer shall receive, in addition to their regular salary, an annual longevity stipend in accordance with the table below. The stipend shall be paid in the second pay period in June after the tenth (10th) anniversary of employment:

Amount before Pro-ration	
Employees with 10-14 years of continuous service	\$800/yr
Employees with 15-19 years of continuous service	\$900/yr
Employees with 20-24 years of continuous service	\$1100/yr
Employees with 25-29 years of continuous service	\$1300/yr
Employees with 30 or more years of continuous service	\$1500/yr

ARTICLE SEVEN – LEAVES

Personal Leave

- A. Employees may be absent for three (3) days a year for reasons which are unusual, imperative or emergency in nature or for events at which their attendance is required and no other arrangement can be made outside their regular work schedule. Examples: legal or personal matters, transactions, serious family illness, funerals, graduation of an immediate family member from an institution of higher learning. Employees may be absent for two (2) days a year for school closings due to adverse weather conditions, mechanical difficulties or acts of God: these two days shall be used for the exclusive purpose of school closings and shall not be subject to the “cash out” provision described in the last sentence of this paragraph.

Employees will submit requests for personal days through "NovaTime".

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 (except as described in first paragraph of "A"; two personal days for school closings are not subject to cash out).

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

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).

Sick Leave

- 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.

Independent Medical Examinations

- F. 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."

Sick Leave Bank

- G. 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.

H. **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.

H. **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.

J. **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.

K. **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.

L Parental Leave

Parental leave allows full-time female or male employees who have been employed for at least three (3) consecutive months up to eight (8) weeks of leave after the birth of a child; the adoption of a child under the age of 18; adoption of a child under the age of 23 if the child is mentally or physically disabled; and placement of a child up to age 18 with the employee per court order. An employee seeking leave must provide at least 2 weeks' notice of the anticipated date of departure and the employee's intention to return; unless the delay of notice is for reasons beyond the employee's control. If both parents are employed by the Lexington Public Schools, the employees are entitled to a total of eight (8) weeks in the aggregate. Appropriate supporting documentation may be required.

Parental leave is unpaid, but employees may use their accrued paid sick time in order to receive pay during this leave, if they wish to do so, excepting that if the birth occurs during a period of time that school is not in session, then it shall commence with the first work day that school is in session. After an employee has used all eligible leave time, any remaining time of parental leave shall be unpaid. Eligible staff may petition the sick bank in accordance with the parameters set out in the collective bargaining agreement. Parental leave will run concurrently with FMLA leave if the employee is eligible for such leave.

An employee granted a parental leave of absence under this policy shall, upon return to service after said leave, be restored to his/her previous, or a similar, position with the same status, pay, length of service credit and seniority as the employee had on the date of commencement of the leave of absence. An employee does not accrue sick time, longevity credit, credit for placement on the salary schedule, or seniority for any period during which the employee is on unpaid leave of absence. If other employees of equal length of service and status, serving in the same or similar position, have been terminated from service because of changes in the operation of the school system affecting employment of staff of the same type during the period of such parental leave of absence, the employee shall not be entitled to be restored to their position.

A staff member will be granted childrearing leave of absence by the School Committee of up to two (2) years from the effective date of commencement of leave, but in any event, it may last until the beginning of a new school year. Staff members do not accrue sick time, longevity credit, credit for placement on the salary schedule, or seniority for any period during which the staff member is on unpaid leave of absence. Upon their return, they shall receive the normal salary increment, provided that the staff members had completed at least one half (1/2) year at their present position. A staff member must give written notification of his/her intent to return from such a leave of absence by February 15 or not return. The staff member will be placed in a position within the school system for which they are qualified.

M. Religious Leave:

Written request for required observance of religious holidays shall be made one (1) week in advance to the Director 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 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. The minimum number of days worked for all SSI's shall be 214, inclusive of the full day professional development day and the maximum number of days works for all SSI's shall be 218.
- 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. 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.
- G. 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 – VACATION

Unit C members will receive thirteen days of paid vacation. Five of these vacation days must be taken during the December-January holiday period and four days must be taken during the February vacation period and another four must be taken during the April vacation period.

ARTICLE TEN - HOLIDAYS

The following days in each fiscal year shall be holiday leaves with pay when they fall or are celebrated on a normal work day:

Labor Day	Day After Thanksgiving	President's Day	Independence Day
Columbus Day	Christmas	Good Friday	
Veterans' Day	New Year's Day	Patriots' Day	
Thanksgiving Day	Martin Luther King Day	Memorial Day	

Employees who work any part of the week in which a holiday falls shall be paid for the holiday, provided this is a regularly scheduled work day for which the employee would normally have been paid.

In order to qualify for holiday leave with pay, an employee whose normal work week is Monday through Friday shall have worked on the last regularly scheduled work day prior to and the next regularly scheduled work day following the holiday unless it is an absence for which compensation is payable as provided in the collective bargaining agreement.

ARTICLE ELEVEN – INDEMNIFICATION OF EMPLOYEES

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

ARTICLE TWELVE – GROUP INSURANCE AND MEDICAL COVERAGE

All employees working twenty (20) hours or more per week shall be entitled to those health insurance plans as negotiated by the Town of Lexington and the Public Employee Committee pursuant to MGL Chapter 32B, Section 19.

ARTICLE THIRTEEN – ASSOCIATION RIGHTS

- A. The Committee shall furnish to the LEA prior to the opening of school, and whenever positions are filled, the names and addresses of all Instructional Assistants, Student Support Instructors and Specialized Assistants employed in the District as well as the program and school in which they work and their corresponding number of hours per week.
- B. 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 instruction outside the school premises. The School Committee shall notify parents that SSIs will not work with students in tier 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 FOURTEEN - ASSOCIATION DUES

The employer will deduct from the pay of each employee for whom the employer has received a checkoff 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.

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

At the discretion of the *Director of* 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 – 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 Director of 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 ONE – TIME REPORTING

For the purpose of maintaining the accuracy of payroll records for Unit C in an efficient manner, all employees covered under this agreement will be required to report their daily work hours using an electronic time recording system (“System”). Employees are required to confirm their scheduled hours (including unpaid breaks) and report any deviations therefrom.

ARTICLE TWENTYTWO- DURATION

The provisions of this Agreement shall be effective as of September 1, 2018 and will continue and remain in full force and effect until August 31, 2021, 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, 2021, 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.

For the Lexington School Committee:



Eileen Jay, Chair

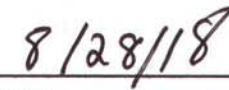


Date

For the Lexington Education Association:



Sarah Avon Lewis, President



Date

Appendix A

Evaluation & Supervision Instruments

- IA Evaluation Instruments
- SIA Evaluation Instruments
- SSI Evaluation Instruments

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; BCBA's; 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	Effective with concerns	Ineffective	Feedback
	(2)	(1)	(0)	
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: _____

Jnit 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