

PART 1

INTRODUCTION

Central to the vision of the Lawrence Public Schools is the empowerment of individual schools in a decentralized district environment. In the past, common terms and conditions of employment have been centrally negotiated and uniformly applied, regardless of each school's unique needs. Moving forward, local stakeholders will determine the nature and utility of terms and conditions of employment previously set centrally, consistent with the directives of and subject to the approval of the Superintendent.

In addition to school empowerment, several other guiding principles influenced this document.

- **Teaching as a Profession.** This document presents professional policies for working conditions, compensation, and evaluation of teachers.
- **Flexibility to Drive Rapid Student Progress.** This document preserves the ability to make necessary changes quickly for the benefit of improving student outcomes.
- **Effective Use of Resources.** Given the historically tenuous financial circumstances of the District, a conscious effort was made to align scarce resources with educational priorities.

ARTICLE 1

PARTIES AND UNION RECOGNITION

The Lawrence School Committee

The parties acknowledge that a Receiver has been appointed for the District, is vested with all the powers of the Superintendent and the School Committee pursuant to G.L. c. 69, §1K, and can exercise all powers granted to the School Committee, District and/or Superintendent herein. Wherever a reference in a collective bargaining agreement is made to the "school committee" or the "superintendent," it will be interpreted to mean the "Receiver."

Lawrence Teachers Union, Local 1019, AFT, AFL-CIO

The Lawrence School Committee recognizes the Lawrence Teachers' Union, Local 1019, American Federation of Teachers, AFL-CIO, as the exclusive bargaining representative for all day classroom teachers including counselors, social workers, occupational therapists, physical therapists, speech pathologists, lead teachers, librarians, Title/Chapter I teachers, attendance officers, department heads, staff developers, school psychologists, Safe Schools Health

Students Facilitator, "21st Century Program Facilitator," MINT District Licensure Facilitator, evaluation team leaders, full-time adult basic/G.E.D./E.S.L. teachers, Success for All (SFA) facilitators, mentor/peer assistance facilitator, evaluation team facilitators and other job-related education facilitators, content coaches, and extracurricular advisors as defined herein in Article II, Section G.

ARTICLE 2

DEFINITIONS

- The term "committee" as used in this Agreement means the Lawrence School Committee and the school administrative organization.
- The term "parties" as used in this Agreement refers to the committee and the union as participants in this Agreement.
- The term "school" as used in this Agreement means any work location or functional division maintained by the school department.
- The term "principal" as used in this Agreement means the responsible administrative heads of their respective schools.
- The term "teacher" and the term "person" as used in this Agreement mean a person employed by the committee in the bargaining unit as described in Article 1.
- The term "Union representative" as used in this Agreement means any qualified designee of the union.
- Wherever the term "elementary" is used in this Agreement it is to include kindergarten and pre-kindergarten.
- Wherever the singular is used in this Agreement, it is to include the plural.
- The term "administration" as used in this Agreement refers to the Superintendent or any qualified designee of the Superintendent so stated in writing.

ARTICLE 3

MANAGEMENT RIGHTS

Subject only to the limits stated in this Agreement, the Lawrence Teachers' Union recognizes that the Lawrence School Committee and the Superintendent retain the exclusive rights to manage its affairs, including (but not limited to) the right to determine the means and methods

of operation to be carried out, to direct its employees, and to conduct district operations in a safe and efficient manner, implement part time positions at its discretion and outsource positions in whole or in part provided that no bargaining unit member with professional status shall be laid off, except in instances where the Superintendent utilizes the processes described in Article 4 of this agreement.

The parties recognize and agree that the provisions of this Agreement are intended to be given their full force and effect, while at the same time, they must be construed in accordance with the terms of the Massachusetts Education Reform Act of 1993, the Achievement Gap Act, and any subsequent amendments thereto.

The Superintendent and the School Committee reserve and retain the customary and other rights afforded to them by statute or otherwise.

ARTICLE 4

CHANGES DURING THE LIFE OF THE AGREEMENT

Any changes to provisions of this agreement which the Superintendent deems necessary to maximize the rapid improvement of academic achievement of Lawrence students may be implemented at the start of the next academic semester or sooner if by mutual agreement, following a 45 calendar day period of good faith negotiations with the union. Such changes however, may be implemented immediately following the negotiation period if unforeseen circumstances as determined by the Superintendent make immediate implementation appropriate.

For any issue not covered by this agreement the Superintendent may implement changes after a 20 calendar day period of good faith negotiations.

This article shall not be subject to arbitration.

ARTICLE 5

DURATION OF AGREEMENT

This document shall comprise two contracts. The first collective bargaining agreement runs from the date of ratification by the Union or approval by the Receiver, whichever is later, through June 30, 2014.

The second collective bargaining agreement is for the term July 1, 2014 through June 30, 2017.

PART 2

UNION PRIVILEGES and RESPONSIBILITIES

The Lawrence Public School District aims to “build on the assets of Lawrence students, parents, educators, community members, and partners” to create great schools for Lawrence. As a key District partner, the Lawrence Teachers Union is uniquely positioned to be a force for positive change. The District seeks a genuine partnership with the Union and its members to drive rapid improvement in the Lawrence Public Schools.

ARTICLE 6

FAIR PRACTICES

As sole collective bargaining agent, the Union will continue its policy of accepting into voluntary membership all eligible persons in that unit without regard to race, color, religion, sex, age, national origin, physical or mental disability, sexual orientation, gender identity, genetic information, military service, or because of marital, parental, or veteran status. The Union will represent equally all persons without regard to membership, participation in, or activities in, any employee organization. The Committee agrees to continue its policy of not discriminating against any person on the basis of race, color, religion, sex, age, national origin, physical or mental disability, sexual orientation, gender identity, genetic information, military service, or because of marital, parental, or veteran status, or participation in, or association with, the activities of any employee organization.

ARTICLE 7

PAYMENT OF DUES AND COPE

The Union may secure authorization of payroll deductions for Union dues. Such authorization may be receivable as provided by law. The Union may also secure authorization of payroll deductions for a union COPE (Committee on Political Education) fund. In both instances, the Committee will request the Treasurer of the City of Lawrence to submit such sums in total to the Union Treasurer.

ARTICLE 8

PAYROLL DEDUCTIONS FOR AGENCY SERVICE FEE

As a condition of employment, members of the bargaining unit who are not members in good standing of the Lawrence Teachers' Union, shall pay to the Lawrence Teachers' Union an agency service fee equal to the amount required to become a member and remain a member in good standing in the Union. Such fee shall be considered commensurate with the cost of collective bargaining and contract administration. This provision is subject to any rules and regulations of the Massachusetts Department of Labor Relations.

ARTICLE 9

BUILDING COOPERATION

The principal shall recognize the Union building/school representative as the official representative of the Union in the school.

The Parties agree that it is important to establish and maintain positive and professional relationships between the building principals (as chief executives of the buildings) and Union building representatives. The Parties agree to promote healthy cooperation and communication between the principal and the building representative in the interests of encouraging student academic growth.

No teacher shall engage in Union activities during the time he/she is assigned to teaching or other duties.

ARTICLE 10

PROTECTION OF INDIVIDUAL AND GROUP RIGHTS

Nothing contained herein shall be construed to prevent the Committee, a member of the Committee, or its designated representative from meeting with any teacher for expression of a teacher's views.

Nothing contained herein shall be construed to permit any organization other than the Union to participate in the processing of a grievance.

Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with his/her immediate superior or processing a grievance on his/her own behalf in accordance with the grievance procedure.

ARTICLE 11

PRINTING OF AGREEMENT

The District agrees to pay one-half the cost of printing this Agreement in booklet form and to distribute copies of the Agreement to each member of the bargaining unit presently employed by the Committee and to each new teacher hired by the Committee. Additionally, the Committee may post a copy of the Agreement online.

ARTICLE 12

USE OF FACILITIES BY UNION

Before the opening of, during, and after the close of school, the Union shall have the right to use designated areas in school buildings for meetings of teachers, provided there is no interference with any scheduled school activities. The use of such designated areas shall be arranged with the principal in advance. All requests for building use shall conform to School Committee Rules and Regulations provided, however, that there shall be no cost to the Union for such meetings if no overtime custodian cost is involved.

ARTICLE 13

DISTRIBUTION OF MATERIALS

The Union shall have the right to place Union-related materials in the mailboxes of teachers and other professional employees.

ARTICLE 14

BULLETIN BOARDS

The Union shall be provided a clearly designated Union bulletin board for the purpose of posting Union-related notices and other materials. Such space shall be provided in each building for the exclusive use of the Union.

ARTICLE 15

SCHOOL VISITATION BY AUTHORIZED UNION REPRESENTATIVES

Upon notification by the Union, the Superintendent shall authorize one or more official representatives of the Union to visit schools during working hours to confer on working conditions, grievances, or other matters relating to the terms and conditions of this Agreement.

ARTICLE 16

SCHEDULE FOR UNION PRESIDENT

The President of the Lawrence Teachers' Union shall be given no administrative assignments and shall not be assigned to teach during the seventh period (or the last 45 minutes of the student school day). The Union President shall be allowed to perform union duties at all times when he/she does not have teaching duties or a preparation period and is not scheduled for a school meeting or professional development activity, including the flexibility to leave the school building, provided that the principal is so notified.

ARTICLE 17

UNION LEAVE

One teacher with professional teacher status who is an officer of the union or who is appointed to its staff may, upon proper application, be given a leave of absence without pay for the purpose of performing legitimate duties for the Union. An employee given a leave of absence without pay shall be responsible for the payment of the full health care premium (if applicable) and shall not accrue customary benefits (e.g., additional sick/vacation time, salary advancement, etc.) while on leave.

ARTICLE 18

LEAVE FOR CONFERENCES AND CONVENTIONS

Representatives of the Lawrence Teachers' Union may be granted leave without pay with approval of the Superintendent, to attend conventions of affiliated bodies and educational conferences. Such leave shall not exceed five (5) days per year.

ARTICLE 19

GRIEVANCE PROCEDURE

It is the intent of the parties to the Agreement to use their best efforts to encourage the informal and prompt settlement of grievances which may arise between the Union or a member or members of the bargaining unit and the District. In recognition of this intent, the parties agree that they shall use the procedure set forth in this Article for the resolution, strictly pursuant to the terms of this Agreement, of all disputes involving alleged violations of specific provisions of this Agreement, provided however, that disputes involving school based decision making and other subject matter identified in Section 6 of this Article shall be resolved solely pursuant to the provisions of Section 6 of this Article. In order to settle grievances at the lowest possible administrative level, the organization and procedure for processing grievances shall be as follows:

Section 1: The term "grievance" shall be construed to mean an express violation of a written provision of this Agreement. Any event which occurred or failed to occur prior to the effective date of this agreement shall not be subject to the grievance and arbitration provision.

Section 2: The grievance shall be submitted in writing to the building principal within 30 days of the alleged violation and shall identify with specificity the provision(s) of the Agreement alleged to have been violated.

Section 3: An aggrieved teacher shall first discuss the dispute with his/her principal either directly or accompanied by the Union representative with the objective of resolving the matter informally. The principal shall communicate his/her decision to the teacher within five (5) school days after receiving the complaint.

Section 4: If the decision of the principal is not satisfactory (or if a decision was not rendered within the time specified), the aggrieved may appeal it within five (5) school days to the Superintendent or his designee. The Superintendent or his designee shall arrange a meeting within five (5) school days from the date of receiving the grievance and shall give his/her decision within five (5) school days of such meeting. Said decisions shall be in writing. If the matter is not satisfactorily handled (or if a decision has not been rendered by the Superintendent or his designee), then where applicable the grievance may be processed as indicated below.

Section 5: Dispute Resolution Processes

The following table outlines processes to be used (i.e., arbitration, mediation, hybrid approach, or not applicable) to resolve disputes arising out of the enumerated articles:

Introductions of Each Section		Mediation
Part I: Introduction		
Article 1:	Parties and Union Recognition	Arbitration
Article 2:	Definitions	Arbitration
Article 3:	Management Rights	N/A
Article 4:	Changes during the Life of the Agreement	N/A
Article 5:	Duration of Agreement	Arbitration
Part II: Union Privileges and Responsibilities		
Article 6:	Fair Practices	Arbitration
Article 7:	Payment of Dues and COPE	Arbitration
Article 8:	Payroll Deduction for Agency Service Fee	Arbitration
Article 9:	Building Cooperation	Arbitration
Article 10:	Protection of Individual and Group Rights	Arbitration
Article 11:	Printing of Agreement	Arbitration
Article 12:	Use of Facilities by Union	Arbitration
Article 13:	Distribution of Materials	Arbitration
Article 14:	Bulletin Boards	Arbitration
Article 15:	School Visitation by Authorized Union Representatives	Arbitration
Article 16:	Schedule of Union President	Arbitration
Article 17:	Union Leave	Arbitration
Article 18:	Leave for Conferences and Conventions	Arbitration
Article 19:	Grievance Procedure	Mediation
Article 20:	Resolution by Peaceful Means	Arbitration
Article 21:	Meeting with Superintendent	Arbitration
Part III: General Working Conditions		
Article 22:	School-based Decision-making	Hybrid**
	<i>**“Changes to School Operational Plans throughout the Year” and “Areas for School-based Decision-making”: Mediation; all else N/A</i>	
Article 23:	Work Year	Mediation
Article 24:	Work Day	Mediation
Article 25:	Academic Calendar	Mediation
Article 26:	Teacher Hiring and Promotions	Hybrid**
	<i>**Posting procedure only subject to Arbitration; all else Mediation</i>	
Article 27:	Teacher Assignments	Mediation
Article 28:	Teacher Displacement	Mediation
Article 29:	Duty Free Lunch	Arbitration
Article 30:	Itinerant Teachers	Mediation
Article 31:	Continuity of the Teaching Process	Mediation
Article 32:	Professional Development	Mediation
Article 33:	Seniority	Hybrid**
	<i>**Creation and accuracy of seniority list subject to Arbitration; all else</i>	

	<i>mediation</i>	
Article 34:	Advance Notice of Resignation or Retirement	Mediation
Article 35:	Reduction in Force	N/A
Article 36:	Teacher Dismissal and Discipline	Hybrid**
	<i>**Teacher Dismissal: Statue: all other teacher discipline: Arbitration</i>	
Article 37:	Damage and Loss of Property	Arbitration
Article 38:	School Facilities/Health and Safety	Arbitration
Article 39:	Notice and Announcements	Mediation
Article 40:	Health and Safety Standards	Arbitration
Article 41:	Assistance in Assault Cases	Arbitration
Article 42:	Personnel Files	Arbitration
Part IV: Evaluation and Supervision		
Article 43:	Evaluation	Arbitration**
	<i>**Under the standards set forth in the evaluation document</i>	
Part V: Compensation: Benefits		
Article 44:	Sick Leave	Arbitration
Article 45:	Sick Leave Abuse	Arbitration
Article 46:	Sick Leave for Injury	Arbitration
Article 47:	Military Leave of Absence	Arbitration
Article 48:	Organized Reserved Forces	Arbitration
Article 49:	Personal Leave	Arbitration
Article 50:	Maternity Leave	Arbitration
Article 51:	Funeral Leave	Arbitration
Article 52:	Religious Leave	Arbitration
Article 53:	Professional Leave	Arbitration
Article 54:	Leave without Pay	Arbitration
Article 55:	Return from Leave of Absence	Arbitration
Article 56:	Jury Duty	Arbitration
Article 57:	Tax-Free Annuity	Arbitration
Article 58:	Health Insurance	Mediation
Article 59:	Life Insurance	Arbitration
Article 60:	Individual Retirement Account Deduction	Arbitration
Article 61:	Pension	Mediation
Article 62:	Disability Income Insurance	Arbitration
Article 63:	Tuition Reimbursement	Arbitration
Article 64:	Mileage Allowance	Arbitration

Part VI: Compensation: Salaries		
Article 65:	Professional Compensation System	Mediation
Article 66:	Career Ladder	Hybrid**
	<i>**Explicit salary commitment from Human Resources: Arbitration; all else Mediation</i>	
Article 67:	Expanded Learning Time	N/A
Article 68:	Stipends for Leadership and Other Roles	Mediation
Article 69:	School-wide Awards	Mediation
Article 70:	Other Compensation	Mediation
Article 71:	Severance Pay	Arbitration
Article 72:	Method and Time of Payment	Mediation

Section 6: Arbitration

A grievance dispute which was not resolved at the level of the Superintendent under the grievance procedure may be submitted by the Union to arbitration. The proceeding may be initiated by filing with the Superintendent and the American Arbitration Association a request for arbitration. The notice shall be filed within ten (10) school days after receipt of the decision of the Superintendent or his designee under this Grievance Procedure. The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding. The arbitrator shall issue his/her decision no later than thirty (30) days from the date of the close of the hearings or if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator.

The decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issues submitted. The decision of the arbitrator, if made in accordance with his/her jurisdiction and authority under this Agreement, will be accepted as initial by the parties to the dispute, and both will abide by it. The arbitrator's fee will be shared equally by the parties of the dispute. The Superintendent agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance, and the Union agrees that it will not bring or continue, and that it will not represent an employee in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator. In rendering a decision, the arbitrator shall have no authority to add to, detract from, alter or amend the agreement in any way and shall have no authority to render an award with respect to matters of inherent managerial rights or other rights granted to the Superintendent and/or School Committee or Receiver by statute.

Any underlying act or omission that results in a grievance shall have occurred while the Agreement was in effect in order to be processed to arbitration.

Section 7: Mediation

A grievance alleging a violation of one of the articles identified as subject to mediation may be filed under the provisions of sections 1 through 4 of this Article. If the grievance is not resolved after presentation at step 4, mediation of the grievance may be initiated in accordance with the following provisions.

- A. Within 10 days of receipt of the decision at step 4, the Union may demand mediation of the dispute. Within forty (40) days of the demand for mediation the parties shall meet for the purpose of mediation. The mediations shall take place at the District Administration Building. The parties agree to maintain a list of mutually agreed upon mediators to be assigned grievances on a rotating basis. The parties agree to review their list annually, or more often if requested by either party, and adjust the list as mutually agreed upon by the parties.
- B. The mediator selected by the parties shall be assigned to mediate on the same day a minimum of four grievances unless otherwise agreed by the parties. If one of the above mediators is unable to schedule a mediation conference within forty (40) days from the receipt of the appeal, it will be referred to the next mediator in line. The fees and expenses of the mediators shall be shared equally by the parties.
- C. Mediation is an informal, off-the-record process in which the parties are free to disclose to the mediator the essence of the dispute without detriment to their legal position. Confidential information disclosed to a mediator in the course of the mediation shall not be divulged by the mediator. All records, reports, or other documents received by the mediator while serving in that capacity shall be confidential. The mediator shall not be compelled to divulge such records or to testify in regard to the mediation in any adversarial proceeding or judicial forum. The parties shall maintain the confidentiality of the mediation and shall not rely on or introduce as evidence in any arbitral, judicial or other proceeding:
 - a. Views expressed or suggestions made by another party with respect to a possible settlement of the dispute;
 - b. Admissions made by another party in the course of the mediation proceeding;
 - c. Proposals made or views expressed by the mediator; or
 - d. The fact that another party had or had not indicated willingness to accept a proposal for settlement made by the mediator.
- D. The mediator does not have the authority to impose a settlement on the parties but will attempt to help them reach a satisfactory resolution of their dispute.
- E. Mediation shall conclude in one of the following ways:
 - a. By the execution of a settlement agreement by the parties; or

- b. By a written declaration of the mediator, a party, or the parties to the effect that the mediation proceedings are concluded.

Section 8: Miscellaneous Provisions

All appeals within Section 1 through 5 of this article must be taken within seven (7) calendar days of a decision. Failure to process a dispute within the allotted time shall result in the waiver of the grievance.

Time limits specified in these procedures may be extended in any specific instance in writing by mutual agreement.

The Union shall have the right to initiate and process grievances at any appropriate steps which are, in its judgment, general in nature.

Any aggrieved person may be represented at all meetings and at all hearings at all steps in the procedures by the Union representative or by any other teacher of his/her choosing provided, however, that the aggrieved may not be represented by any officer, agent, or other representative of any other teacher organization other than the Union.

When a teacher does not wish to be represented in the grievance procedures by the Union, the Union will have the right to be present at all steps and to state its views.

No individual who does not represent the Union may act as a representative of any other teacher on more than one occasion.

If hearings are held during school hours, the aggrieved and members of the Grievance Committee of the Union may attend without loss of pay. The time of the hearings shall be held at the discretion of the arbitrator; the arbitrator shall obtain the Superintendent's approval for the time of hearing.

The following matters shall not be considered to be the basis of any grievance under this procedure:

- The termination of the service of or the failure to re-employ any probationary teacher by the Superintendent.
- The granting of professional teacher status to a teacher without professional teacher status.

The Union agrees that it will set up a Grievance Committee not to exceed three (3) members.

Both the Superintendent and the Union shall have the right to legal assistance and/or stenographic assistance at all hearings, at their respective expense.

The Introduction and the narratives in each section of this document shall not subject to the provisions of this article.

ARTICLE 20

RESOLUTION BY PEACEFUL MEANS

The Union and Committee agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Union, in consideration of the value of this Agreement and its terms and conditions and the Legislation which engendered it, will not engage in, instigate, or condone any strike, work stoppage, or any concerted refusal to perform normal work duties on the part of any employee covered by this Agreement, or by policy, practice, directive or tradition.

ARTICLE 21

MEETING WITH SUPERINTENDENT

The Superintendent will meet with the Lawrence Teachers Union president or his/her designee on a monthly basis during the school year.

PART 3

GENERAL WORKING CONDITIONS

The District has empowered school communities to make decisions at the school level in return for accountability for results. To maximize the likelihood of success, each school must be permitted to implement programs that meet the needs of its students and community. Through a school-based decision-making process, each school will define the staff working conditions necessary for student success.

School leadership teams will create and publish annual “school operational plans” which will outline working conditions of staff in the building. Such operational plans will be subject to the Superintendent’s review and approval.

ARTICLE 22

SCHOOL-BASED DECISION-MAKING

Each school will implement a school-based decision-making process to engage teachers in the development of the school’s operational plan. Engagement of teachers must be substantive and allow for opportunities for leadership to both share information and receive feedback from teachers in the building. At the same time, LPS recognizes that individual schools may develop different approaches for obtaining teacher input based on the unique needs and culture of their school, including the use of existing leadership bodies within the school.

All schools shall have a teacher leadership team as the vehicle for shared decision making at the school level. The district has established a default format for this team but schools may propose modifications to the default subject to Superintendent approval.

The parties intend maximum flexibility in school operations under this article. The Superintendent shall have sole and final authority to resolve any dispute related to the implementation or execution of a school operational plan.

Teacher Leadership Team Default Model

The Teacher Leadership Team shall participate in the development and approval of policies set forth in the annual operational plan , or subsequent revisions to this plan, which appear on the school-based decision-making subject matter list below and address teacher working conditions. These policies shall be agreed upon by a majority of the Teacher Leadership Team and also by the building principal. The goal is to reach important decisions impacting the school by mutual agreement. However, if an agreement cannot be reached at the school

level, the Superintendent shall make the final decision when approving the final school operational plan or subsequent revisions.

Unless schools have received approval from the Superintendent to use a Teacher Leadership Team with modifications, a Teacher Leadership Team shall be established at each school as follows: one (1) representative from each grade level selected by the respective grade level team; one (1) specialist selected by the specialists at the school (specialists include all LTU bargaining until members who do not belong to a grade level team, such as special educator teachers, physical education teachers, guidance counselors, nurses, etc.); and an additional representative from the LTU bargaining unit designated by the principal. The Teacher Leadership Team shall meet monthly with the principal and the term of office shall be for one year.

Teacher Leadership Team with Modifications

Schools may modify the structure, format, and composition of the Teacher Leadership Team to meet the needs of their staff and students. So long as the Teacher Leadership Team contains two LTU bargaining members selected by their peers, any modification to the team structure, meeting schedule, participants, or any other aspect of the team is acceptable.

By way of example, such modifications may include:

- Include two first grade teachers on the team instead of a Kindergarten teacher because no Kindergarten teachers express interest in participating
- Invite a paraprofessional to participate on the Leadership Team
- Organize the Teacher Leadership Team by content area vs. grade level (e.g., at the high school level)
- Use a school's instructional leadership team as a baseline but ensure two members of the team are selected by their peers

Annually, schools will submit a one-page Teacher Engagement Plan to the Superintendent that outlines how they will engage teachers in the development of the annual school operational plan. On this form, schools will indicate whether they will use the default Teacher Leadership Team model or a Teacher Leadership Team with modifications. If schools select a Teacher Leadership Team with modifications, they must also include a written explanation of the model. After receiving the Teacher Engagement Plans, the Superintendent will provide the plans to the LTU President for feedback for a period of no less than five (5) days. The Superintendent or his/her designee will receive this feedback prior to approving each school's Teacher Engagement Plan. The Superintendent will have sole and final authority in approving modifications to schools' Teacher Engagement Plans.

Changes to School Operational Plans throughout the Year

Once the annual operational plan is developed for a specific school, that document is presumed to govern teacher working conditions at the school for the following school year. Principals may submit a request to the Superintendent to alter their operational plans during a school year after engaging their Teacher Leadership Teams. The Superintendent will have sole and final authority in approving any school year modifications to school operational plans.

Areas for School-based Decision-making

The following items shall be determined at the school level and included in each school's annual school operational plan:

- Allocation of discretionary funds made available by the principal, including in areas such as:
 - Wraparound services for students and families
 - After-school programs
 - School supplies
- School curriculum issues
- Professional development activities applicable to the school as a body
- School calendar
- Schedule for staff and students, provided that teachers will continue to receive duty-free lunch and regular preparatory time
- Scheduling of school-wide parent/teacher meetings
- Work before and/or after the regular school year
- Notices and announcements
- School health and safety issues
- Staff dress code
- Rotation of duties
- Class size
- Bulletin boards
- Other items as designated by the Superintendent provided there is no material conflict with other provisions of this document

Decisions made in these areas through school operational plans shall be forwarded to the Union President and Superintendent and shall be made available to schools throughout the district.

The Superintendent retains final authority over school-based decision-making and his determination shall be final.

ARTICLE 23

WORK YEAR

The work year will be determined as part of each school's operational plan and will be made public by April 15th of the preceding school year or later as determined by the Superintendent, beginning April 15, 2013.

Beginning with the 2013-2014 school year, each school's program shall be a minimum of 1330 hours per school year. The Superintendent may approve deviations to this provision with reasonable justification.

ARTICLE 24

WORK DAY

Teachers and other professional staff shall devote the time required, consistent with school operational plans, to achieve and maintain high quality education in the Lawrence Public Schools. For example, unless formally excused, teachers and other professional staff shall participate in all regular school functions during or outside of the normal school day, including faculty meetings, parent conferences, department meetings, curriculum meetings, graduations and other similar activities. Teachers will also be afforded regular preparatory time during their work week. Such preparatory time may include common planning periods and professional development.

The work day will be determined as part of each school's operational plan and will be made public by April 15th of the preceding school year or later as determined by the Superintendent,. The work day for teachers and other professional staff assigned to central departments will be determined by the Superintendent or his/her designee.

ARTICLE 25

ACADEMIC CALENDAR

The Superintendent will establish a baseline school calendar each year, including student start date, school vacations and holidays.

The Superintendent may alter the academic calendar each year as needed.

School and professional development sessions will not be held on state and federal holidays. However, academic programs such as Acceleration Academies may be held on these days.

ARTICLE 26

TEACHER HIRING AND PROMOTIONS

In filling positions, principals have the authority to select the best qualified staff from both internal and external candidates without regard to seniority.

Teachers shall be entitled to apply for open positions for which they are certified, by application to the building principal within ten days of the posting which identifies the position for which application is made.

For all open positions, the job description and qualifications, including appropriate certification, duties, requirements, salary and other pertinent information relating to the position shall be posted on the School Department's web page and other sites as determined by Human Resources. The parties agree that a grievance alleging a failure related to the posting requirement (i.e., posting procedure) shall be subject to the grievance and arbitration provisions of this Agreement, but that all other disputes arising from this Article shall be resolved through the Agreement's mediation process.

Candidates shall be required to submit a formal application in writing or online.

ARTICLE 27

TEACHER ASSIGNMENTS

Teachers may express, in writing, to the principal their preferences of grade level, subject, department assignment. Programming preferences will be given consideration in preparing the organizational chart for the following year.

In order to preserve the proper educational climate, the Superintendent or Principal shall make every attempt to notify teachers of the following matters concerning their programs for next school year at as early a date as possible:

- subjects to be taught
- grades of the subjects to be taught
- any academically talented, accelerated, honors, seminars, or special groupings which a teacher may be required to teach
- number of periods
- room assignments
- any other pertinent information

ARTICLE 28

TEACHER DISPLACEMENT

The Superintendent has the right to reassign teachers and other staff who have been displaced from their positions. After discussion with the affected teacher or staff member, the teacher or staff member may be assigned to any open position for which he or she is qualified. If the teacher or staff member is not assigned to a mutually agreeable position, the Superintendent will assign the teacher or staff member to a position for which he/she is qualified. Such an assignment may include instructional support, substitute teaching or administrative tasks.

ARTICLE 29

DUTY FREE LUNCH

Each teacher will be provided with a thirty (30) minute duty free lunch period. All lunch periods will be consecutive.

Except in emergency or extenuating situations, teachers shall be permitted to leave the school building during their 30 minute scheduled lunch period with advance notice of the principal or his or her designee and with the completion of a signed In and Out log.

ARTICLE 30

ITINERANT TEACHERS

Itinerant teachers will be given non-instructional duties in the school where they spend the major portion of their time consistent with the regular duties assigned to teaching personnel in that building. These duties are not to deny a teacher time for lunch or time to arrive at the next assignment.

ARTICLE 31

CONTINUITY OF THE TEACHING PROCESS

Administration and teachers shall strive to limit non-evaluative or supervisory classroom interruptions, other than for emergencies.

ARTICLE 32

PROFESSIONAL DEVELOPMENT

Professional development programs generally will be determined at the school level. There will be occasions however where the Superintendent may require District-wide professional development.

ARTICLE 33

SENIORITY

The Lawrence Public Schools shall prepare a seniority list which indicates the date on which all members of the bargaining unit were hired. Upon request, the Union shall be supplied with the list which shall be kept current.

ARTICLE 34

ADVANCE NOTICE OF RESIGNATION OR RETIREMENT

Teachers are expected to give 60 days' advance notice of resignation and/or retirement from the school system.

ARTICLE 35

REDUCTION IN FORCE

The Superintendent has the right to lay off teachers and other district staff due to reductions in force or reorganizations resulting from declining enrollment or other budgetary or operational reasons. The Superintendent will establish the selection criteria for layoffs of teachers and other district staff. Such selection criteria may include, but are not limited to qualifications, licensure, work history (including elements such as discipline, attendance, evaluations, etc.), multiple measures of student learning, operational need and the best interests of the students. Where all other factors are equal, seniority may be used as the deciding factor.

The Superintendent has the right to reassign teachers and other staff who have been displaced from their positions. After discussion with the affected teacher or staff member, the teacher or staff member may be assigned to any open position for which he or she is qualified. If the teacher or staff member is not assigned to a mutually agreeable position, the Superintendent will assign the teacher or staff member to a position for which he/she is qualified. Such an

assignment may include instructional support, substitute teaching or administrative tasks. If no such position exists, the teacher shall be laid off, subject to applicable statute.

The Superintendent retains the right to determine the number of teaching positions and other professional positions which are needed in the school system, and the Superintendent retains the right to determine the employees to be laid off consistent with provisions above, the General Laws of the Commonwealth, and the Regulations of the Massachusetts Department of Elementary and Secondary Education.

Definitions:

- **Seniority:** Seniority is defined as the total years of teaching service in the bargaining unit as defined in Article I, Recognition, in the Lawrence Public Schools.
- Periods of service divided by a break due to resignation, termination or employment outside the bargaining unit shall not be added together to determine seniority. Employees who left the bargaining unit, but continue to be employed by the Lawrence Public Schools may return to the unit provided, however, that they achieved professional teacher status in Lawrence prior to leaving the unit, and they will be credited upon their return with their prior bargaining unit seniority.
- **Highly Qualified:** Certified by the Massachusetts Department of Education in accordance with M.G.L. c. 71 § 38G, as amended. For the purposes of this Article, teachers meet the certification requirement of qualification for certification categories based on information about new certifications in the Superintendent's Office as of November 1. The Superintendent shall promulgate and forward to the Union by January 1, a list of bargaining unit members with their seniority date and respective certifications. Teachers will have until January 31 to verify the information on existing certifications applying to them individually. On or before February 15, the Union will submit to the Superintendent a list of disputed items on said certification list. The parties will sign off on the agreed upon seniority list on or before March 1.
- **Professional Teacher Status:** The status of a teacher who meets the requirements under M.G.L. c. 71, § 41.
- **Certification Categories:** For purpose of this Article, the certification areas of the Massachusetts Department of Elementary and Secondary Education shall be utilized.

Teachers with professional teacher status who have been laid off pursuant to a reduction in force shall be eligible for any benefits for which they are eligible under the federal law known as "COBRA."

Copies of layoff notices shall be sent to the Union.

ARTICLE 36

TEACHER DISMISSAL AND DISCIPLINE

Teacher dismissal shall be governed exclusively by applicable statute.

Teachers may be disciplined for just cause. The union may elect to grieve and arbitrate disciplinary matters (excluding dismissals) under the provisions of this Agreement, provided however that the disciplinary action has not been challenged in any other adjudicatory forum. In the event that the discipline is challenged in another adjudicatory forum subsequent to the filing of a grievance, the grievance shall be dismissed.

The employer will notify the employee subject to investigation of any situation which might lead to disciplinary action against the employee of the employee rights under state law and of their right to union representation. If the employer determines that interviews with any members of the bargaining unit are necessary in furtherance of any investigation, the employer will inform the member of the bargaining unit that such interviews are required and will allow a union representative to attend, as long as in the employer's determination, such presence will not compromise the investigation or unnecessarily breach any concerns regarding confidentiality.

Although there may be situations in which an employee's conduct justifies immediate removal from the school premises, by way of suspension or administrative leave with or without pay, the employer agrees that if feasible and practicable, it will notify the union of its intention to take any such action and that it will afford the union and the employee an opportunity to be heard prior to the implementation of such removal, or if the prior hearing is not possible, then the employer agrees that it will allow the union and the affected employee an opportunity to be heard with regard to the removal as promptly as possible.

ARTICLE 37

DAMAGE AND LOSS OF PROPERTY

No teacher shall be held responsible for loss, damage or destruction of school property or children's property when such loss, damage or destruction is not the fault of the teacher.

A teacher shall report in writing any loss, damage or destruction to the principal immediately upon becoming aware of such loss, damage or destruction.

The Committee will reimburse teachers for loss, damage or destruction, while on duty in the school, of personal property of a kind normally worn to or brought into school when the teacher has not been negligent to the extent that such loss is not covered by insurance.

The term "personal property" shall not include cash. The terms "loss, damage and destruction" shall not cover the effects of normal wear, tear and use.

A bargaining unit member bringing any personal equipment such as a camera, tape recorder, etc. to school to be used as part of the teaching process shall be reimbursed in the event of loss, damage or destruction provided that such equipment is registered with the principal.

ARTICLE 38

SCHOOL FACILITIES/ HEALTH AND SAFETY

Whenever possible, the Superintendent will provide in each building:

- Reasonable storage space,
- Work room for preparing material for use in the classroom,
- Teachers' room,
- Well-lighted lavatories,
- Faculty library space,
- Bulletin boards for teachers' rooms where none already exist,
- A mailbox for each teacher,
- Facilities for media presentation,
- Consultation rooms for parent-teacher interview,
- Copy machines and computers for preparing instructional materials
- Access to school phones for local calls for personnel covered by the Agreement, and
- Whenever possible, suitable parking areas for teachers during school hours.

Security in school premises will be maintained, that is, weapons and contraband will not be brought upon school premises by students or others and visitors to school premises will be required to check in. Concerns or violations will be brought forward to the Superintendent. The School Committee will work to ensure that security of the school premises is maintained.

Except in emergency situations, there shall be no painting done in school buildings occupied by students during school hours. The same shall apply to re-pointing of bricks, refinishing of floors, or use of disruptive chemicals for repairing buildings.

Each school will establish a protocol for parents to visit classrooms with expressed advance notification to the teachers.

ARTICLE 39

NOTICES AND ANNOUNCEMENTS

Teachers shall be notified in advance of special events which are to occur involving students such as eye and ear testing, assembly programs, etc.

A copy of all official circulars pertaining to teachers shall be sent to the Lawrence Teachers' Union office and shall be posted on the school bulletin boards and/or the Lawrence Public School's website.

A directory of all school personnel in the Lawrence Public Schools shall be made available in each school building as soon as possible after the beginning of the school year.

A systematic method of circulating information shall be devised in each building. Classroom interruptions for notices or public address announcements shall be kept at an absolute minimum.

A copy of teaching programs and non-teaching assignments will be sent to the President of the Union by the principal of each building, on request.

ARTICLE 40

HEALTH AND SAFETY STANDARDS

School buildings may be closed when temperatures become extreme, on the approval of the Superintendent of Schools or his designee, after consultation with the principal of said building.

ARTICLE 41

ASSISTANCE IN ASSAULT CASES

Principals shall immediately report orally all cases of assault suffered by teachers in connection with their employment to the Superintendent and in writing within 24 hours.

Whenever it is alleged that a teacher has assaulted a person or that a person has assaulted a teacher, the principal and Superintendent shall conduct an investigation of the incident. The Superintendent shall comply with any reasonable request from the teacher for relevant information in the Committee's possession not privileged under law concerning the person or persons involved, provided that the production of information does not interfere with

investigation of the incident. The school department may indemnify teachers in accordance with the provisions of G.L. c. 258, s. 9.

ARTICLE 42

PERSONNEL FILES

No material derogatory to a teacher's conduct, service, character or personality, except incoming recommendations at the time of initial employment, shall be placed in the files by an administrator unless the teacher is shown a dated copy on or about the same time.

PART 4

EVALUATION AND SUPERVISION

The School District believes that the best way to improve educational experiences for students is to engage in routine conversations with teachers, individually and in small and large groups, about instruction and to provide teachers with specific, honest and regular feedback. The process should be transparent and have at its heart a desire to improve conditions to optimize student learning.

ARTICLE 43

EVALUATION

Teachers shall be evaluated according to the Lawrence Public School District's adaptation of the Massachusetts Department of Elementary and Secondary Education model system hereby incorporated by reference. Schools designated and approved by the Superintendent may use their own performance evaluation system as long as it meets state regulations set forth by the Board of Elementary and Secondary Education. Such plans shall be provided to the Union annually and will be subject to the same arbitration provisions and limitations as contained in the district's adaptation of the Massachusetts Department of Elementary and Secondary Education model system generally applicable to all other schools.

Teachers shall be provided with a copy of all written observations and evaluations.

PART 5

COMPENSATION: BENEFITS

Lawrence Public Schools is committed to offering a compensation package which includes benefits to attract and retain teachers of the highest caliber. Benefits must provide support for teachers without diminishing the resources needed to educate our students.

ARTICLE 44

SICK LEAVE

Fifteen days of full pay shall be allowed during the school term from August to June in case of illness. Any or all of the fifteen (15) days of full pay that have not been used may be carried over to the following year's allowance and such allowance may be accumulated to two hundred (200) days of full pay. Teachers hired prior to July 1, 2013, will be permitted to buy back sick days each year provided the following conditions have been met:

1. If a member has accumulated 100 days starting in school year 1984 and uses two (2) or less sick days, the member shall be permitted to buy back three (3) days and all unused sick days will be added to their total sick leave, i.e., member using one day is eligible for buy back and accumulated 14 days.
2. If a member has accumulated 150 days starting in school year 1984-1985 and uses three (3) or less sick days, the member shall be permitted to buy back four (4) days and all unused sick days will be added to his/her total sick leave.
3. If a member has accumulated 200 days starting in school year 1984 and uses five (5) or less sick days, the member shall be permitted to buy back five (5) days with no further accumulation to his/her sick leave total. If a member has accumulated 200 days starting in 1984 and uses three (3) or less sick days during that year, the member shall be permitted to buy back six (6) days, and if an eligible member, as defined above, uses one or less sick days, the member shall be permitted to buy back seven (7) days with no further accumulation to his/her sick leave total.

Each teacher will receive a statement of his/her accumulated sick leave, on request in September of each year.

Up to three days of accrued sick leave to be deducted from sick leave each year may be used for illness in the employee's immediate family and/or household. The Superintendent or

his/her designee reserves the right to require reasonable documentation of said family illness. Family illness days taken under this provision shall count as sick leave days and shall be deducted from sick leave accumulation and usage.

In addition, employees may be eligible for leave in accordance with the Family and Medical Leave Act (FMLA 29 U.S.C. §§ 2601 et seq.). Reference to this statute and its provisions is for informational purposes only. The parties do not intend to incorporate the statute into this Agreement.

ARTICLE 45

SICK LEAVE ABUSE

Both parties to this Agreement believe that paid sick leave is an important benefit for employees and that any abuse of sick leave is detrimental both to the students of Lawrence and the membership of the Lawrence Teachers' Union. While recognizing that only a small fraction of teachers may abuse sick leave, the parties agree that no abuse of sick leave should be tolerated or condoned.

"Situations which suggest abuse" may include any absences which suggest a pattern, as for example, absences occurring on Mondays, Fridays and days immediately preceding or following holidays or vacation periods.

A principal may meet with the teacher in order to determine whether the teacher has a valid reason to justify such absences or any other concerns regarding unusual sick leave usage. The teacher may have a union representative present at this meeting.

The principal may require a medical certificate. Medical certification shall be defined as a written documentation of illness and/or inability to attend work which details the medical condition and treatment plan with periodic updates from a physician, nurse, chiropractor, dentist, or other qualified health care provider.

In any situation which persists to the point where the principal deems it necessary to consider disciplinary action against a teacher for suspected abuse of sick leave, the School Department shall notify the President of the Lawrence Teachers' Union.

In applying this provision, the employer recognizes that the purpose of this provision is not to interfere with legitimate use of sick leave and agrees to reasonably interpret and apply this provision.

ARTICLE 46

SICK LEAVE FOR INJURY

Bargaining unit members absent due to a work related injury or illness shall be covered exclusively by M.G.L. Chapter 152 (Workers' Compensation Law), which shall not be subject to the arbitration provision of this Agreement. A member may at his/her option apply that portion of any sick leave days in his/her account that will permit him/her to maintain his/her salary during the period of the work related injury or illness. For each day of absence the bargaining unit member will be charged with that portion of sick leave day which represents the difference between the Worker's Compensation payment and his/her regular pay.

ARTICLE 47

MILITARY LEAVE OF ABSENCE

Military leave of absence, without pay, shall be granted to a teacher with professional teacher status inducted into the Armed Forces for the required length of service, according to the terms of the Selective Service and Training Act of 1940, and subsequent amendments by the Congress. Upon return to the Lawrence School System, such teacher will be placed on the salary schedule as if the teacher had not left.

ARTICLE 48

ORGANIZED RESERVED FORCES

Every person who is a member of a service component of the Armed Forces of the United States shall be granted, in accordance with Section 59 of Chapter 33 of the General Laws, leave of absence without loss of pay, during the time of his/her annual tour of duty as a member of such reserve component; provided, however, that such leave shall not exceed seventeen (17) days. This shall apply to reserve service which the teacher cannot postpone to the summer vacation. Members new to the unit or joining an Armed Forces Reserve Unit after September 1, 1984 will be governed by the following: Payment will be made under the above section; however, in no event is the member to receive a combined pay for the period which totals more than (s)he would normally receive for the same period while teaching.

ARTICLE 49

PERSONAL LEAVE

Personnel covered by this agreement shall receive up to two (2) days of personal leave per year. Personal days of leave are allowable for work days within the period of July 1 to June 30 of each year. Except in an emergency, such leave shall be requested in writing at least 24 hours in advance.

Personal days not taken by a teacher under the above paragraph in any year shall be added to accumulated sick leave under Article 19, Part 3 of this contract.

Except for serious extenuating reasons, which must be approved by the Principal of the school or his or her designee, no such leave will be granted during the first or last week of school or during weeks when students are participating in state-wide testing. With the written approval of the Principal or his designee, and with seven (7) school days' notice, up to three (3) percent of the employees covered by this agreement at a given school may be granted a leave on the work day preceding, or the work day after the Christmas, winter and spring vacation periods, and Columbus Day, Veterans' Day, Martin Luther King Day, Good Friday, Patriots' Day and Memorial Day; such leave shall be administered on an equitable basis. As a condition of the granting of said leave, a completed lesson plan shall be submitted to the school Principal. Employees may apply for such leave no less than ten (10) days prior to the holiday or vacation period and shall be notified of the Principal's approval within 5 days or reasonably soon thereafter.

A teacher who is denied personal leave may appeal the decision to the Superintendent or his/her designee, whose decision shall be final.

ARTICLE 50

MATERNITY LEAVE

A teacher shall be granted a maternity leave of absence without pay, to become effective at her discretion and to terminate not more than two (2) years from the effective date of the commencement of said leave. A request for maternity leave shall be made in writing thirty (30) days prior to the effective date of the commencement of said leave. If requested by the Superintendent of Schools, the teacher shall submit a certificate from her physician attesting as to her ability to perform her duties.

Such leave shall commence wherever possible at a time corresponding with the beginning of the year, the beginning of the semester, or a vacation period, provided that up to that time the

member of the unit can in the opinion of her physician and the Superintendent, perform her duties.

Maternity leave may be extended by agreement of the Superintendent and the member of the unit involved. This leave may be extended by agreement of the Superintendent in order that members of the unit who obtain maternity leave under this section, will return from this leave at the beginning of a semester or after a school vacation period. Substitutes will normally be employed on a semester basis to fill such maternity leaves.

The member of the unit should notify the Superintendent in writing by April 1 in the calendar year in which her maternity leave expires, of her intention to return in August or her intention to retire from the school system.

In the event of the termination of the pregnancy, the member of the unit may make a written application for reinstatement prior to the previously established date for the termination of the leave. Such application shall be accompanied by a physician's statement of good health. Such application may be granted by the Superintendent in the case of an acceptable vacancy.

A teacher returning from an extended leave under the provisions of Section 3 will be placed on the salary schedule if she had been actively employed by the Lawrence School System for more than ninety-one (91) days in the school year in which the leave commenced. She will be assigned to a school where a vacancy for which she is qualified exists.

Each teacher absent due to maternity shall be entitled to use up to 40 days of accrued sick leave for the period of such leave (limited by the amount of sick leave previously accrued by such teacher). In determining such sick leave only school days shall be counted against such 40 days during the school year, but the period of summer break will interrupt and terminate eligibility for such sick leave.

ARTICLE 51

FUNERAL LEAVE

Any member who is absent on account of death in the immediate family of the member or of his/her spouse (parent, husband, wife, child, brother, sister, or grandchild) or any member of the family residing in the same house, shall, at the time of death, be excused for a period of five (5) days.

Upon the death of any currently employed teacher, the Superintendent shall request that the flags on all buildings be half-staffed, and may close the school in which the teacher worked during the hours of the funeral. In the event the school is not closed, the school's Union Committee, after consultation with the principal, shall designate a delegation of up to 25% of

the faculty to represent the school at the funeral.

Permission to attend the service shall be granted to at least one teacher per building in the case of death of a teacher retired from that building.

Teacher delegates shall be permitted to attend funeral services of families of their colleagues when arrangements can be made among the faculty with the approval of the principal and the Superintendent.

Funeral leave of one (1) day with pay shall be allowed for the death of other relatives.

Funeral leave of three (3) days with pay shall be allowed for the death of a grandparent.

Whenever a teacher attends a funeral of a relative, and the funeral occurs 100 miles or more from Lawrence, the teacher may request additional funeral leave days for travel.

ARTICLE 52

RELIGIOUS LEAVE

Teachers of the Jewish faith shall be excused for a total of three (3) days of class sessions without loss of pay on Rosh Hashanah and Yom Kippur.

Teachers of the Orthodox faith shall be excused from class sessions on Orthodox Good Friday.

ARTICLE 53

PROFESSIONAL LEAVE

Each teacher may be permitted one (1) day per year with pay to visit other classrooms in the Lawrence Public Schools or in other cities and towns to observe teaching techniques and/or to inspect teaching materials, or to attend an educational convention or conference. Such leave shall be subject to the prior approval by the school Principal and may be extended upon the recommendation of the Principal.

A teacher who is denied professional leave may appeal the decision to the Superintendent or his/her designee, whose decision shall be final.

ARTICLE 54

LEAVE WITHOUT PAY

Included in this article are leaves such as Marital leave, Peace Corps leave, and Leave to Study.

Employees do not accrue benefits (e.g., sick leave, personal leave, salary advancement, etc.) while on leave of absence without pay. Employees are responsible for the full health insurance premium payment when on leave of absence without pay, unless federal or state law (FMLA and MMLA) requires otherwise.

Request for leave without pay must be filed with the Superintendent and must state the reason and period for which the leave is being requested.

In addition to maternity, leaves of absence without pay may be granted on account of prolonged illness, or they may be granted for other activities which would, in the opinion of the Superintendent, contribute to the future benefit of the Lawrence Public Schools. Leaves of absence without pay, except for maternity, will only be granted to teachers who have obtained professional teacher status in the City of Lawrence.

All leaves of absence without pay shall not be counted toward seniority, except those leaves of absence without pay of ten (10) school days or less (to be called short-term unpaid leave) shall be counted to the extent that they do not exceed a total of ten (10) school days. Once a teacher has accumulated ten (10) days of short-term unpaid leave, any subsequent leave without pay should not be counted toward seniority.

ARTICLE 55

RETURN FROM LEAVE OF ABSENCE

Any employee who fails to return to work as scheduled from a leave of absence, and who is not excused by the Superintendent shall be considered to have resigned from his/her employment. All employees shall be given written notice of this provision prior to the commencement of any leave of absence.

ARTICLE 56

JURY DUTY

Reasonable leave shall be allowed subject to the provisions of state law.

ARTICLE 57

TAX-FREE ANNUITY

The Committee agrees to allow teachers to take advantage of the federal law concerning tax-free annuities and shall take immediate steps to implement a tax-free annuity program.

ARTICLE 58

HEALTH INSURANCE

Pursuant to Chapter 58 of the Acts of 2010, health insurance is provided by the Commonwealth of Massachusetts Group Insurance Commission (GIC), under such terms as the GIC, statute and regulations require. The provisions of this article are not subject to the grievance and arbitration procedure of this Agreement.

Effective September 1, 2004, bargaining unit members who elect to forego health insurance coverage in accordance with Massachusetts General Laws Chapter 32B Section 4 shall be eligible to receive an annual payment of \$1,000 payable on/before November 1 of each year. To be eligible for this benefit the employee must demonstrate on a form established by the School Department that he/she is covered by a group or non-group health insurance plan financed without any participation by the employer or by another employee's insurance. If an employee who has elected withdrawal under Chapter 32 B Section 4 ceases to be covered by a group or non-group plan financed without any participation by the employer, the employee shall be enrolled in the employer's plan upon notification to the employer and with a pro rata repayment of the \$1,000 consistent with Section 4 of Chapter 32B.

ARTICLE 59

LIFE INSURANCE

The City of Lawrence shall provide 75% of the cost of a \$2,000 life insurance policy as adopted by the City.

ARTICLE 60

INDIVIDUAL RETIREMENT ACCOUNT DEDUCTION

The Committee agrees to facilitate the voluntary participation of members of any IRA plan and shall take immediate steps to implement an IRA payroll deduction.

ARTICLE 61

PENSION

Eligible bargaining unit members shall be covered by the provisions of G.L. c. 32 as applicable.

ARTICLE 62

DISABILITY INCOME INSURANCE

The employer and the Union will cooperate to identify and contract with an insurance carrier to make disability income insurance available at group rates, provided however that a mechanism to ensure timely payment of sums withheld by the City can be obtained. If such disability income insurance is made available, teachers who elect participation shall pay 100% of the group premium.

ARTICLE 63

TUITION REIMBURSEMENT

Tuition reimbursement of up to \$900 per year for a graduate level course shall be available to teachers with prior approval from the Superintendent. Annual tuition reimbursements shall not exceed \$150,000.

When a teacher is directed in writing by the Superintendent to take courses, all fees, books, and tuition will be reimbursed to the teacher by the School Committee.

ARTICLE 64

MILEAGE ALLOWANCE

Mileage allowances shall be payable only if authorized by the Superintendent.

Traveling personnel whose regular duties require them to travel to more than one school per day shall receive a per mile allowance that is equal consistent with the then-existing IRS rate.

Traveling personnel authorized by the Superintendent must submit documentation of said mileage.

PART 6

COMPENSATION: SALARIES

The vision of the LPS compensation system is to attract, retain and reward great teachers in the District.

ARTICLE 65

PROFESSIONAL COMPENSATION SYSTEM

The professional compensation system compensates employees based on individual effectiveness, professional growth, and student academic growth.

ARTICLE 66

CAREER LADDER

The Lawrence Public Schools compensation system includes a teacher career ladder containing five tiers—Novice, Developing, Career, Advanced, and Master—that compensates teachers commensurate with their development and impact on students. It is envisioned that student outcomes will improve by creating a professional compensation system that will attract new high-potential teachers and retain our best performers and leaders.

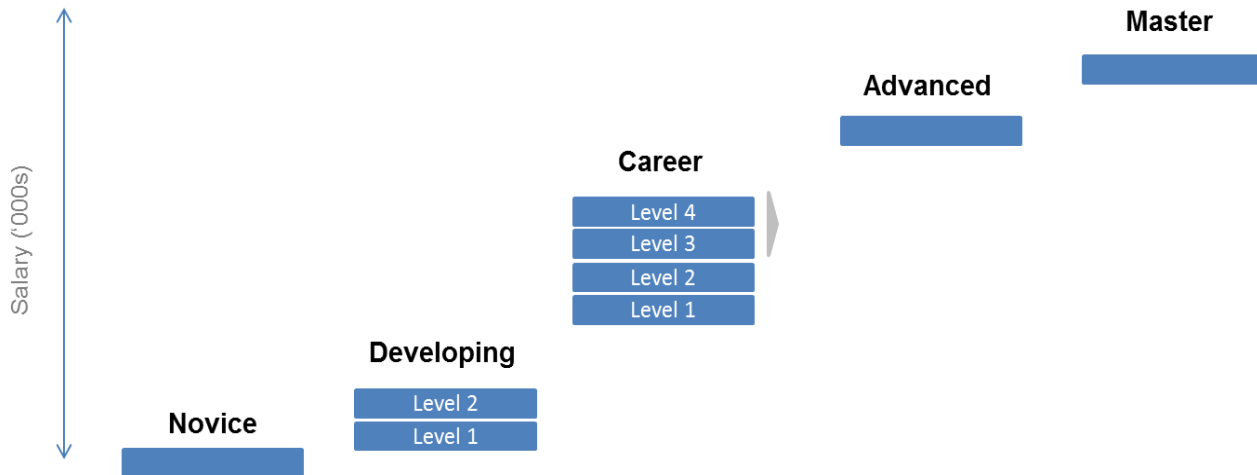
Novice teachers are typically first-year teachers entering teaching directly from college.

Developing teachers are early career educators, typically with one to two years of experience. There are two levels within the Developing tier.

Career teachers have been recognized as great educators. Career teachers serve as role models to less-experienced educators, and proactively drive their own professional growth.

Advanced teachers are outstanding educators who serve as school-wide models of excellence. Advanced teachers have at least five years of experience and possess deep expertise in their craft.

Master teachers are exceptional educators who serve as district-wide models of excellence. Master teachers have at least five years of experience, possess deep expertise in their craft, and are capable of elevating the practice of already-gifted educators. Master teachers will assume additional roles and responsibilities to support the district's improvement.



Transition to the Career Ladder

Effective July 1, 2013, all current teachers will be assigned to one of the tiers based on the teacher's salary placement on the previous salary schedule as of June 30, 2013, without regard to the teacher's rating on the end-of-year evaluation, as follows:

Current Step	Career Level Placement	2013-14 Salary
	Novice	\$44,000
1	Developing Level I	\$46,000
2	Developing Level II	\$47,500
3	Career Level I	\$55,000
4	Career Level I	\$55,000
5	Career Level II	\$59,500
6	Career Level II	\$59,500
7	Career Level III	\$64,000
8	Career Level IV	\$68,500
9	Career Level IV *	\$68,500+
10	Career Level IV *	\$68,500+

* Also includes Career Legacy teacher, defined as a teacher whose base salary for the 2012-2013 school year exceeds \$68,500.

A teacher whose 2012-2013 annual base salary exceeds \$68,500 will be identified as a Career Legacy teacher. A Career Legacy teacher's new annual base salary will be the sum of the following components: 1) 2012-2013 annual "step and lane" salary, 2) 2012-2013 longevity payment, and 3) an additional \$1,500. Career Legacy teachers will also receive a one-time lump sum payment for the 2012-2013 longevity award. For the 2014-2015 school year, Career Legacy teachers will receive an additional \$1,000 added to their annual base salary. For the 2015-2016 school year, Career Legacy teachers will receive an additional \$1,000 added to their annual base salary. For the 2016-17 school year, Career Legacy teachers will receive an additional \$1,000 added to their annual base salary. Career Legacy increases shall only be awarded to teachers receiving end-of-year overall evaluations of proficient or exemplary.

The annual base salary for an "Advanced" teacher will be \$75,000. Advanced teachers must possess an initial or professional license.

The annual base salary for a "Master" teacher will be \$85,000. Teachers selected for this position will receive a stipend differential based on their annual base salary in order to reach \$85,000. These stipend compensation amounts shall be included in base pay, or otherwise considered as part of the teacher's annualized salary, for retirement purposes. Master teachers must possess an initial or professional license.

Where the district commits to paying a teacher (through formal written notification from Human Resources) a certain salary in a given academic year pursuant to this professional compensation system and the teacher claims that s/he has not received the salary indicated by the district and the teacher's position/assignment/employment status has not changed, the teacher may file a grievance regarding the alleged failure and may pursue this limited claim to arbitration. No other provision of this Article shall be subject to arbitration.

The district will endeavor to provide the notification letter no later than August 1 of each year.

The salary schedule will be reviewed and adjusted periodically to reflect market conditions. If the Superintendent determines that it is necessary to adjust the base salaries, he/she will engage in the process outlined in Article 4.

Advancement on the Career Ladder

A Novice teacher shall advance to Developing I and a Developing I teacher shall advance to Developing II annually provided that the teacher does not receive an end-of-year evaluation rating of "unsatisfactory."

A Developing II teacher shall advance to Career I and all Career level teachers shall advance a level annually provided that an end-of-year evaluation rating of "proficient" or "exemplary" is received, with "proficient" or better ratings on all four standards. A teacher with an overall

end-of-year rating of “proficient” who has achieved less than “proficient” ratings on all four standards may still advance to the next level with the recommendation of the building principal and the approval of the Superintendent.

A teacher who does not receive the requisite evaluation rating can appeal for a review of the evaluation to the Evaluation Committee.

If no end-of year formative or summative evaluation is completed for a teacher, the teacher shall advance to the next level.

A teacher may advance on the salary scale more rapidly than described above with the recommendation of the school principal, subject to the approval of the Superintendent. Any such advancement will be limited to two levels above what the performance plan would otherwise provide, provided however that a teacher may not advance to Advanced or Masters status without going through the review process that applies district wide. The union shall be notified of all such advancement decisions.

Novice, Developing, Career, and Advanced teachers shall not have their salary reduced based on their performance evaluation.

Based on past experience and performance, a newly-hired teacher may enter the Lawrence Public Schools above the Novice level based on a principal’s recommendation and Superintendent’s approval.

The categories of Advanced and Master teachers will be established effective July 1, 2014. The roles, expectations, and selection criteria for these teachers will be developed by the District in consultation with the Lawrence Teachers Union, teachers and principals across the district, but will be subject to the approval of the Superintendent.

A teacher who has attained the status of Career III and above and received “proficient” or “exemplary” end-of-year ratings the previous two years can apply to become an Advanced teacher through a cumulative career portfolio. A teacher who has attained the status of Career III and above and received “exemplary” end-of-year ratings the previous two years can apply to become a Master teacher through a cumulative career portfolio. The portfolio may include 1) student growth data over time; 2) endorsements from peers, parents, students, and administrators; 3) and evidence of effective instruction.

By the end of the 2015-2016 school year, LPS expects a minimum of approximately twenty (20) percent of eligible teachers will be selected as Advanced or Master teachers for the following school year. Eligible teachers shall be defined as teachers who: 1) have at least 5 years of experience, 2) have progressed to Career Level III or above, 3) possess an initial or professional license, 4) have earned an annual performance evaluation rating of “proficient”

or “exemplary” over the past two years, and 5) any other criteria established by the Superintendent.

Evaluation Committee

An Evaluation Committee shall be established consisting of two members of the Lawrence Teachers Union selected by the Union President, two representatives from the Lawrence Public Schools selected by the Superintendent, and one representative from a third party institution (such as a university) mutually selected by both groups.

A teacher can appeal to the Evaluation Committee for a secondary review if he or she does not receive the requisite rating for career/salary advancement. The Committee will examine the appeal and within two weeks shall make a recommendation as to whether a secondary review is warranted. The Superintendent shall select the secondary evaluator for any case recommended for secondary review. If the secondary review results in the minimum (or better) rating required for advancement, the teacher shall immediately advance.

ARTICLE 67

EXPANDED LEARNING TIME

For the 2013-2014 school year, teachers working an extended day shall receive stipends in the following amounts based on hours worked:

1400-1499 hours	\$2,000
1500-1599 hours	\$3,000
1600-1825 hours	\$4,000

Beginning with the 2014-2015 school year, teachers working an extended day shall receive stipends in the following amounts based on hours worked:

1400-1449 hours	\$2,000
1450-1499 hours	\$2,500
1500-1549 hours	\$3,000

1550-1599 hours	\$3,500
1600-1825 hours	\$4,000

Total teacher hours during the normal school day for the year shall not exceed 1,825 hours, excluding functions outside the normal school day, such as parent meetings, after-school functions and other similar activities.

These stipend compensation amounts shall be included in base pay, or otherwise considered as part of the teacher’s annualized salary, for retirement purposes.

For retirement and sick leave buy-back purposes only, the teacher per diem salary rate shall be based on a 183-day school year.

ARTICLE 68

STIPENDS FOR LEADERSHIP AND OTHER ROLES

Stipend rates for the 2013-14 school year shall continue at the existing annual dollar amounts.

Commencing with the 2014-15 school year, stipend roles and amounts for extra responsibilities—including extracurricular activities, summer programs, and leadership roles—shall be determined at the school level or, where appropriate, district level. School level roles and stipend levels shall be posted publicly and approved by the Superintendent. District level roles may include the Sontag Prize in Urban Education/Acceleration Academy teacher and Teacher Leader Cabinet member. Sontag recipients may be selected from within or outside the School District.

To the extent permitted by law, all payments and stipends for additional work or duties, including payments for expanded learning time, may be considered a part of the member's annual salary and shall be credited for retirement purposes. Annually, on a school by school basis the parties will execute a Memorandum of Understanding memorializing the stipends, positions, duties and amounts for that particular school year. Such stipends, positions, duties, and amounts are hereby incorporated by reference into the collective bargaining agreement solely for retirement purposes. The Superintendent retains all discretion to create, eliminate, or modify stipends, positions, duties, and amounts at any point. The School Committee makes no warranties as to whether the Retirement Board will include these amounts for purposes of retirement computations.

ARTICLE 69

SCHOOL-WIDE AWARDS

Beginning in the 2014-15 school year, school-wide awards may be implemented by the Superintendent in consultation with the Lawrence Teachers Union, teachers and principals across the district. The Superintendent may provide school-wide awards to schools that meet performance targets based on the prior year, subject to available funding and feasibility.

The criteria for these awards shall be based on school-wide measures, with emphasis on student performance. This would include both general measures (e.g., MCAS, SGP) and measures specific to school grade spans (e.g., at the high-school level, increases in graduation rates and reduction in drop-out rates).

Teachers at a selected school which receives an award will participate in determining the use and distribution of the awards which could include additional compensation for all teachers and/or other staff or school improvement initiatives. The Superintendent has final approval over school-wide award structure and criteria.

ARTICLE 70

OTHER COMPENSATION

If the school Principal determines that the payment of additional compensation (in the form of stipends or honoraria) to a bargaining unit member is necessary to better serve the needs of the students and the Superintendent supports such action, the Superintendent shall notify the Union and may authorize the additional payment following the notification. Circumstances that may make such compensation appropriate include but are not limited to rewarding teachers for: exceptional performance; assumption of additional duties; assignment to a hard to fill position; work in a particularly challenging assignment; and retaining teachers in the employment of the Lawrence Public Schools. The Superintendent retains final discretion over the implementation of any additional compensation.

ARTICLE 71

SEVERANCE PAY

Severance pay of 33¹/₃% of the accumulated sick leave will be paid to a legitimate retiree under the Massachusetts Retirement Fund or in case of a teachers' death, to his/her estate. To be eligible for severance pay, a retiring teacher must notify the Superintendent sixty (60) days

prior to retiring unless there are extenuating circumstances. All employees hired after July 1, 2013 will be ineligible for severance pay.

ARTICLE 72

METHOD AND TIME OF PAYMENT

Salaries of all personnel in the Unit shall be paid in equal installments, commencing at a time consistent with state law.

Unit personnel may elect to receive the balance of/their monies by notifying payroll on or before May 1 of their intention.

The balance due shall be paid not later than the first day of July and separate checks for each pay period shall be issued.

The employer may require direct deposit of employee paychecks.

The employer may utilize and implement any reasonable method of employee timekeeping and payroll processing that it deems to be in the best interests of the district.