

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**LAWRENCE ADMINISTRATORS ASSOCIATION**

**AND THE**

**LAWRENCE SCHOOL COMMITTEE**

**JULY 1, 2018 – JUNE 30, 2021**

**TABLE OF CONTENTS**

**PART 1: INTRODUCTION**

Article 1: Parties and Union Recognition ..... 1  
Article 2: Definitions ..... 2  
Article 3: Management Rights ..... 2  
Article 4: Changes During the Life of the Argument ..... 3  
Article 5: Duration of the Agreement ..... 3

**PART 2: UNION PRIVILEGES AND RESPONSIBILITIES**

Article 6: Fair Practices ..... 4  
Article 7: Payment of Dues..... 4  
Article 8: Payroll Deductions for Agency Service Fee ..... 4  
Article 9: Protection of Individual and Group Rights ..... 5  
Article 10: Use of Facilities by Union ..... 5  
Article 11: School Visitation by Authorized Union Representatives ..... 5  
Article 12: Schedule for Union President ..... 6  
Article 13: Grievance Procedure ..... 6  
Article 14: Resolution by Peaceful Means ..... 13

**PART 3: GENERAL WORKING CONDITIONS**

Article 15: School-Based Decision Making ..... 13  
Article 16: Work Year ..... 13  
Article 17: Work Day..... 14  
Article 18: Academic Calendar ..... 14  
Article 19: Administrator Hiring and Promotions ..... 15  
Article 20: Duty-Free Lunch ..... 15  
Article 21: Seniority ..... 15  
Article 22: Advance Notice of Resignation or Retirement ..... 15  
Article 23: Reduction in Force ..... 16  
Article 24: Administrator Dismissal and Discipline ..... 17  
Article 25: Damage and Loss of Property..... 17  
Article 26: School Facilities/Health and Safety ..... 18  
Article 27: Assistance in Assault Cases ..... 18  
Article 28: Personnel Files ..... 18

**PART 4: EVALUATION AND SUPERVISION**

Article 29: Evaluation ..... 19

**PART 5: COMPENSATION: BENEFITS**

Article 30: Sick Leave ..... 19  
Article 31: Sick Leave Abuse ..... 21  
Article 32: Sick Leave for Injury ..... 21  
Article 33: Military Leave of Absence ..... 22

Article 34: Organized Reserved Forces .....	22
Article 35: Personal Leave .....	22
Article 36: Maternity Leave .....	23
Article 37: Funeral Leave .....	24
Article 38: Leave Without Pay .....	24
Article 39: Return from Leave of Absence .....	25
Article 40: Jury Duty .....	25
Article 41: Tax-Free Annuity.....	25
Article 42: Health Insurance .....	26
Article 43: Life Insurance .....	26
Article 44: Individual Retirement Account Deduction .....	26
Article 45: Pension .....	26
Article 46: Disability Income Insurance .....	27
Article 47: Mileage Allowance .....	27

**PART 6: COMPENSATION: SALARIES**

Article 48: Professional Compensation System .....	28
Article 49: Stipends for Leadership and Other Roles .....	30
Article 50: Other Compensation .....	31
Article 51: Severance Pay .....	31
Article 52: Method and Time of Payment.....	32

**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.

- **Professional Workforce.** This document presents professional policies for working conditions, compensation, and evaluation of administrators.
- **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 Administrators Association**

This Agreement is made between the Lawrence Administrators Association, hereinafter referred to as the "Association," and the Lawrence School Committee, hereinafter referred to as the "Committee." The Committee recognizes the Association as the exclusive bargaining representative for Assistant Principals and Deans, and central office academic Supervisors and Coordinators. All other employees are excluded.

## **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 "administrator" 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 Administrators' Association 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 collective bargaining agreement is for the term July 1, 2018 through June 30, 2021.

**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 Administrators’ Association 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**

The Union may secure authorization of payroll deductions for Union dues. Such authorization may be receivable as provided by law. 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 Administrators’ Association, shall pay to the Lawrence Administrators Association 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**

### **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 administrator for expression of an administrator'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 10**

### **USE OF FACILITIES BY UNION**

Before the opening and after the close of school, the Union shall have the right to use designated areas in school buildings for meetings, provided there is no interference with any scheduled school activities. The use of such designated areas shall be arranged with the principal or Superintendent 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 11**

### **SCHOOL VISITATION BY AUTHORIZED UNION REPRESENTATIVES**

Upon notification by the Union, the Superintendent shall authorize one non-employee representative 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 12

### SCHEDULE FOR UNION PRESIDENT

The Union President shall be allowed to perform union duties at all times when he/she does not have other professional obligations subject to the approval of the Superintendent/designee. S/he shall be provided the flexibility to leave the school building, provided that the principal is so notified.

## ARTICLE 13

### 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 5 of this Article shall be resolved solely pursuant to the provisions of Section 5 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 administrator 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 administrator 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:

<b>Introductions of Each Section</b>		
<b>Part I: Introduction</b>		
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
<b>Part II: Union Privileges and Responsibilities</b>		
Article 6:	Fair Practices	Arbitration
Article 7:	Payment of Dues	Arbitration
Article 8:	Payroll Deduction for Agency Service Fee	Arbitration
Article 9:	Protection of Individual and Group Rights	Arbitration
Article 10:	Use of Facilities by Union	Arbitration
Article 11:	School Visitation by Authorized Union Representatives	Arbitration
Article 12:	Schedule of Union President	Arbitration
Article 13:	Grievance Procedure	Mediation
Article 14:	Resolution by Peaceful Means	Arbitration
<b>Part III: General Working Conditions</b>		
Article 15:	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 16:	Work Year	Mediation
Article 17:	Work Day	Mediation
Article 18:	Academic Calendar	Mediation
Article 19:	Administrator Hiring and Promotions	Hybrid**
	<i>**Posting procedure only subject to Arbitration; all else Mediation</i>	
Article 20:	Duty Free Lunch	Arbitration
Article 21:	Seniority	Hybrid**
	<i>**Creation and accuracy of seniority list subject to Arbitration; all else Mediation</i>	

Article 22:	Advance Notice of Resignation or Retirement	Mediation
Article 23:	Reduction in Force	N/A
Article 24:	Administrator Dismissal and Discipline	Hybrid**
	<i>**Administrator Dismissal: Statute: all other Administrator discipline: Arbitration</i>	
Article 25:	Damage and Loss of Property	Arbitration
Article 26:	School Facilities/Health and Safety	Arbitration
Article 27:	Assistance in Assault Cases	Arbitration
Article 28:	Personnel Files	Arbitration
<b>Part IV: Evaluation and Supervision</b>		
Article 29:	Evaluation	Arbitration**
	<i>**Under the standards set forth in the evaluation document</i>	
<b>Part V: Compensation: Benefits</b>		
Article 30:	Sick Leave	Arbitration
Article 31:	Sick Leave Abuse	Arbitration
Article 32:	Sick Leave for Injury	Arbitration
Article 33:	Military Leave of Absence	Arbitration
Article 34:	Organized Reserved Forces	Arbitration
Article 35:	Personal Leave	Arbitration
Article 36:	Maternity Leave	Arbitration
Article 37:	Funeral Leave	Arbitration
Article 38:	Leave without Pay	Arbitration
Article 39:	Return from Leave of Absence	Arbitration
Article 40:	Jury Duty	Arbitration
Article 41:	Tax-Free Annuity	Arbitration
Article 42:	Health Insurance	Mediation
Article 43:	Life Insurance	Arbitration
Article 44:	Individual Retirement Account Deduction	Arbitration
Article 45:	Pension	Mediation
Article 46:	Disability Income Insurance	Arbitration
Article 47:	Mileage Allowance	Arbitration

<b>Part VI: Compensation: Salaries</b>		
Article 48:	Professional Compensation System	Hybrid**
	<i>**Explicit salary commitment from Human Resources: Arbitration; all else Mediation</i>	
Article 49:	Stipends for Leadership and Other Roles	Mediation
Article 50:	Other Compensation	Mediation
Article 51:	Severance Pay	Arbitration
Article 52:	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 final 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 administrator of his/her choosing provided, however, that the aggrieved may not be represented by any officer, agent, or other representative of any other administrator organization other than the Union.

When a administrator 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 administrator 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 administrator by the Superintendent.
- The granting of professional administrator status to a administrator without professional administrator 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 14**

### **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.

### **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.

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 15**

### **SCHOOL-BASED DECISION-MAKING**

Each school will implement a school-based decision-making process to engage school employees in the development of the school’s operational plans. Principals shall solicit the input of Administrators in the development and implementation of the school operational plan.

## **ARTICLE 16**

### **WORK YEAR**

- A. The work year for administrators shall be as follows, with schedules to be coordinated and approved by the Principal or immediate Supervisor:

Assistant Principals	215 Days
Deans	215 Days, with those at 230 Days remaining at 230 Days
Supervisors	230 Days, with those at 210 Days remaining at 210 Days

- B. Any Dean who is required to work additional days (up to 230) will be notified prior to June 30 of the preceding academic year and will have the opportunity to discuss the change under the 20 day provision of Article 4 of this Agreement.
- C. The District shall endeavor to provide each Administrator with four (4) unencumbered weeks off, subject to operational needs and the Principal’s approval.
- D. Work performed by Administrators on Saturdays shall count toward the contractual work year if such work is approved and required by the Principal or other applicable supervisor.

**ARTICLE 17**

**WORK DAY**

Administrators shall devote whatever time is required to achieve and maintain high quality education in the Lawrence Public Schools. For example, unless formally excused, Administrators 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.

**ARTICLE 18**

**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 19**

### **ADMINISTRATOR 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.

Administrators 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.

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.

Applications shall be in writing or online.

## **ARTICLE 20**

### **DUTY FREE LUNCH**

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

Except in emergency or extenuating situations, administrators 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 21**

### **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 22**

### **ADVANCE NOTICE OF RESIGNATION OR RETIREMENT**

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

## ARTICLE 23

### REDUCTION IN FORCE

The Superintendent has the right to lay off administrators 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 administrators 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.), operational need and the best interests of the students and the district. Where all other factors are equal, seniority may be used as the deciding factor.

The Superintendent has the right to reassign administrators who have been displaced from their positions. After discussion with the affected administrator or staff member, the administrator or staff member may be assigned to any open position for which he or she is qualified.

The Superintendent retains the right to determine the number of administrative 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 administrator status in Lawrence prior to leaving the unit, and they will be credited upon their return with their prior bargaining unit seniority.
- **Certification Categories:** For purpose of this Article, the certification areas of the Massachusetts Department of Elementary and Secondary Education shall be utilized.

Copies of layoff notices shall be sent to the Union.

## ARTICLE 24

### **ADMINISTRATOR DISMISSAL AND DISCIPLINE**

Administrator dismissal shall be governed exclusively by applicable statute.

Administrators may be disciplined (i.e., suspensions, warnings) for good cause. The union may elect to grieve and arbitrate suspensions and warnings (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 25

### **DAMAGE AND LOSS OF PROPERTY**

No administrator 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 administrator.

An administrator 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 administrators 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 administrator 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 26**

### **SCHOOL FACILITIES/ HEALTH AND SAFETY**

Whenever possible, the Superintendent will endeavor to provide a healthy and safe working environment for all administrators.

## **ARTICLE 27**

### **ASSISTANCE IN ASSAULT CASES**

Principals shall immediately report orally all cases of assault suffered by administrators in connection with their employment to the Superintendent and in writing within 24 hours. Whenever it is alleged that an administrator has assaulted a person or that a person has assaulted an administrator, the principal and Superintendent shall conduct an investigation of the incident. The Superintendent shall comply with any reasonable request from the administrator 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 administrators in accordance with the provisions of G.L. c. 258, s. 9.

## **ARTICLE 28**

### **PERSONNEL FILES**

Administrators shall have access to his/her individual personnel file in accordance with Massachusetts law.

**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 administrators, individually and in small and large groups, about instruction and to provide administrators 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 29**

**EVALUATION**

Administrators 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

Administrators 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 administrators of the highest caliber. Benefits must provide support for administrators without diminishing the resources needed to educate our students.

**ARTICLE 30**

**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.

Administrators hired prior to July 1, 2013, as well as any Administrator who is eligible for receipt of this benefit as of the ratification of this Agreement, will be permitted to buy back sick days each year provided the following conditions have been met:

1. If an Administrator has accumulated 100 days sick leave and uses two (2) or fewer sick days, the Administrator shall be permitted to buy back three (3) days and all unused sick days will be added to his/her total sick leave, i.e. a 210 day Administrator who uses one day is eligible for buy back and accumulates fifteen (15) days.
2. If an Administrator has accumulated 150 days of sick leave and uses three (3) or fewer sick days, the Administrator 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 an Administrator has accumulated 200 days of sick leave and uses five (5) or fewer sick days, the member shall be permitted to buy back five (5) days with no further accumulation to his/her sick leave total.
4. If any Administrator has accumulated 200 days of sick leave and uses three (3) or fewer days of sick leave in a given contract year, he/she shall be permitted to buy back six (6) days of accumulated sick leave with no further accumulation to his/her sick leave total. If any such Administrator uses no more than one (1) day of sick leave in a given contract year, he/she shall be permitted to buy back seven (7) days of accumulated sick leave with no further accumulation to his/her sick leave total.
5. Maximum sick leave accumulation is 200 days. The buy back rate will be at the Administrator's daily rate of pay. Administrators eligible under this section must notify the school department payroll office of their eligibility. The amount due is payable on or before the third Tuesday in July.

Each administrator 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 31**

### **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 Administrators' Union. While recognizing that only a small fraction of administrators 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 administrator in order to determine whether the administrator has a valid reason to justify such absences or any other concerns regarding unusual sick leave usage. The administrator 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 an administrator for suspected abuse of sick leave, the School Department shall notify the President of the Lawrence Administrators' Association.

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 32**

### **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 33**

### **MILITARY LEAVE OF ABSENCE**

Military leave of absence, without pay, shall be granted to an administrator who has attained Good Cause protection pursuant to Chapter 71, Section 41, 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 administrator will be placed on the salary schedule as if the administrator had not left.

## **ARTICLE 34**

### **ORGANIZED RESERVE 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.

## **ARTICLE 35**

### **PERSONAL LEAVE**

Personnel covered by this agreement shall receive up 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 an administrator under the above paragraph in any year shall be added to accumulated sick leave.

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.

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

## **ARTICLE 36**

### **MATERNITY LEAVE**

A administrator 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 administrator 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.

An administrator 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 administrator 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 administrator). 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 37**

### **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 administrator, the Superintendent shall request that the flags on all buildings be half-staffed, and may close the school in which the administrator 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.

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

## **ARTICLE 38**

### **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 administrators who have good cause protection status under G.L. c. 71 from the Lawrence Public Schools.

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 an administrator has accumulated ten (10) days of short-term unpaid leave, any subsequent leave without pay should not be counted toward seniority.

### **ARTICLE 39**

#### **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 40**

#### **JURY DUTY**

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

### **ARTICLE 41**

#### **TAX-FREE ANNUITY**

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

## **ARTICLE 42**

### **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 43**

### **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 44**

### **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 45**

### **PENSION**

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

**ARTICLE 46**

**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, administrators who elect participation shall pay 100% of the group premium.

**ARTICLE 47**

**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 administrators in the District.

**ARTICLE 48**

**PROFESSIONAL COMPENSATION SYSTEM**

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

**1. Assistant Principals/Assistants To The Co-Leader**

A. As of July 1, 2018, the base salaries for Assistant Principals and Assistants To The Co-Leader shall be as follows:

- |    |  |           |
|----|--|-----------|
| 1. | 1st and 2nd years of service                             | \$91,250. |
| 2. | Beginning 3rd year of service through 5 years of service | \$93,750. |
| 3. | Beginning 6th year of service and beyond                 | \$97,250. |

B. As of July 1, 2019, the base salaries for Assistant Principals and Assistants To The Co-Leader shall be as follows:

- |    |  |           |
|----|--|-----------|
| 1. | 1st and 2nd years of service                             | \$92,750. |
| 2. | Beginning 3rd year of service through 5 years of service | \$95,250. |
| 3. | Beginning 6th year of service and beyond                 | \$98,750. |

C. As of July 1, 2020, the base salaries for Assistant Principals and Assistants To The Co-Leader shall be as follows:

- |    |   |            |
|----|---|------------|
| 1. | 1st and 2nd years of service                            | \$94,250.  |
| 2. | Beginning 3rd year of service through 5 year of service | \$96,750.  |
| 3. | Beginning 6th year of service and beyond                | \$100,250. |

**2. Deans**

- A. The Deans shall have base salaries as of July 1, 2018 with the following ranges:
1. Dean I \$59,000 - \$64,999
  2. Dean II \$65,000 - \$74,999
  3. Dean III \$75,000 – above
  4. As of July 1, 2018, Dean I incumbents will move to \$59,000.
  5. As of July 1, 2018, Dean II and Dean III incumbents' base salary for 2018 -2019 school year shall increase by \$1,750.
- B. As of July 1, 2019, the incumbents' base salaries for all Deans shall increase by \$1,500.
- C. As of July 1, 2020, the incumbents' base salaries for all Deans shall increase by \$1,500.
- D. As of July 1, 2018, newly hired Deans shall have a base salary between \$59,000 and \$86,750 which shall be subject to the foregoing increases in Paragraphs B and C, whichever is applicable. As of July 1, 2019, newly hired Deans shall have a base salary between \$59,000 and \$88,250 which shall be subject to the foregoing increase in Paragraph C. As of July 1, 2020, newly hired Deans shall have a base salary between \$59,000 and \$89,750.

**3. Supervisors**

- A. As of July 1, 2018, the base salaries for all Supervisors shall increase by \$1,750.
- B. As of July 1, 2019, the base salaries for all Supervisors shall increase by \$1,500.
- C. As of July 1, 2020, the base salaries for all Supervisors shall increase by \$1,500.
- D. As of July 1, 2018, newly hired Supervisors shall have a starting base salary between \$70,000 and \$106,750 which shall be subject to the foregoing increases in Paragraphs B and C, whichever is applicable. As of July 1, 2019, newly hired Supervisors shall have a base salary between \$70,000 and \$108,250 which shall be subject to the foregoing increase in Paragraph C. As of July 1, 2020, newly hired Supervisors shall have a base salary between \$70,000 and \$109,750. Newly-hired Supervisors shall not be eligible for an Administrative Differential.

**4. Longevity**

Administrators who, as of the date of the ratification of this Agreement, receive Longevity Pay, shall continue to receive Longevity at the current level for the remainder of their careers in the Lawrence Public Schools. The amounts of Longevity Pay to which Administrators are entitled are set forth in Section C of the Addendum to the July 1, 2008 – June 30, 2011 Collective Bargaining Agreement. Administrators hired after July 1, 2015 shall not be eligible to receive Longevity Pay.

5. Where the district commits to paying an Administrator (through formal written notification from Human Resources) a certain salary in a given academic year pursuant to this professional compensation system and the Administrator claims that s/he has not received the salary indicated by the district and the Administrator's position/assignment/employment status has not changed, the Administrator 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.
6. The foregoing 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.
7. Any Salary Increases hereunder shall be granted provided that an end-of-year evaluation rating of "proficient" or "exemplary" is received, with "proficient" or better ratings on all four standards. An Administrator 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. An Administrator 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 an Administrator, the Administrator shall advance to the next level.
8. An Evaluation Committee shall be established consisting of two members of the Lawrence Administrators Association 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. An Administrator can appeal to the Evaluation Committee for a secondary review if he or she does not receive the requisite rating for a base salary increase. 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 Administrator shall immediately advance.

## **ARTICLE 49**

### **STIPENDS FOR LEADERSHIP AND OTHER ROLES**

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 administrator 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 50**

### **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 administrators for: exceptional performance; assumption of additional duties; assignment to a hard to fill position; work in a particularly challenging assignment; and retaining administrators in the employment of the Lawrence Public Schools. The Superintendent retains final discretion over the implementation of any additional compensation.

## **ARTICLE 51**

### **SEVERANCE PAY**

Severance pay of 33<sup>1/3</sup>% of the accumulated sick leave will be paid to a legitimate retiree under the Massachusetts Retirement Fund or in case of a administrator's death, to his/her estate. To be eligible for severance pay, a retiring administrator must notify the Superintendent sixty (60) days prior to retiring unless there are extenuating circumstances. All employees hired after July 1, 2015 will be ineligible for severance pay.

**ARTICLE 52**

**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.

Signed in the City of Lawrence on this \_\_\_ day of June, 2018.

**Lawrence Administrators Association**

\_\_\_\_\_  
Jean Zemruski, President

**Lawrence Public Schools**

\_\_\_\_\_  
Mary Lou Bergeron, PhD  
Acting Superintendent

\_\_\_\_\_  
David M. Connelly, LPS Counsel

\_\_\_\_\_  
Daniel Rivera,  
Mayor, City of Lawrence

\_\_\_\_\_  
Jeffrey C. Riley  
Commissioner of Elementary &  
Secondary Education

\_\_\_\_\_  
John Connolly  
Chair, Lawrence Alliance for Education

Approved as to Form:

\_\_\_\_\_  
Sean Cronin, State Overseer

\_\_\_\_\_  
Raquel Ruano, Acting City Solicitor