

# **Agreement**

between the

**Lexington Education Association  
Technology Unit**

and the

**Lexington School Committee**

**September 1, 2009 – August 31, 2012**

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## **AGREEMENT**

Pursuant to the provisions of the General Laws of Massachusetts, this agreement made this first day of September, 2009 by the SCHOOL COMMITTEE OF THE TOWN OF LEXINGTON, MASSACHUSETTS, (hereinafter referred to as the School Committee or the Employer) jointly and severally by the members of the LEXINGTON EDUCATION ASSOCIATION, TECHNOLOGY UNIT (hereinafter referred to as the LEA or the Association).

### **ARTICLE 1: RECOGNITION**

The School Committee recognizes the Lexington Education Association as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and other conditions of employment of the following employees of the Lexington Public School System: all full-time and regular part-time positions with the following titles: Network Administrator, System Administrator, Assistant Database Administrator, Technology Support Services Specialist, Field Technician, and Technology Maintenance Associate but excluding all managerial, confidential and casual employees and all other employees of the Lexington School Committee. The term 'employee' is understood to mean a position for which the LEA has been recognized as the exclusive representative, and only such positions are covered by this Agreement. (See: MCR-03-05075 (May 19, 2004))

### **ARTICLE 2: ASSOCIATION SECURITY**

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

### **ARTICLE 3: GRIEVANCE PROCEDURE**

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

3.1 Definition: A grievance is a dispute involving the meaning or interpretation of a specific provision of this Agreement.

#### 3.2 General Rules

- a. Every effort shall be made by the technology employee and her/his immediate supervisor to arrive at a settlement of the matter involved prior to the use of the formal grievance procedure.
- b. Failure at any level of this procedure to appeal the grievance to the next Level by filing a proper written statement within the specified time limits shall be deemed to be acceptance of the decision rendered at that level, and a waiver of the complaint and the right to proceed further under the grievance procedure.
- c. No reprisal of any kind shall be taken by any party to this Agreement or by the administration against any party-in-interest, any witness, any member of the LEA or any other participant in the grievance procedure by reason of such participation.
- d. A grievance that affects, or may affect a group, or class of employees, or is of a general nature, may be submitted as an Association grievance by the Professional Rights and Responsibilities Committee to the Superintendent or designee directly, and the processing of such grievance shall be commenced at Level Two of the grievance procedure.
- e. Each written statement of a grievance processed beyond Level One shall include a concise statement of the facts constituting the grievance, a reference to the applicable provisions of the Agreement alleged to have been violated, misinterpreted or inequitably applied, the date when the grievance occurred and the dates of all prior written presentations. The grievance shall be signed by the employee and by the Chairperson of the PR&R Committee of the LEA.
- f. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- g. By mutual written agreement of the parties to a grievance proceeding, the time limits incorporated below may be extended.
- h. Failure at any step of this procedure to communicate the decision of a grievance within the specified time

limits to the aggrieved employee(s) and the Chairperson of the PR&R Committee shall permit the aggrieved party or parties to proceed to the next level.

- i. Grievances already in progress at the close of school in June shall continue to be processed over the summer. During this summer processing of grievances, all time limits shall be increased by five (5) school days, with school days construed to mean business days (i.e. days when the Superintendent's Office is open).

3.3 Level One: The aggrieved employee shall first present a written statement of the grievance to the appropriate supervisor within ten (10) work days after the event on which the grievance is based. There shall be a meeting within five (5) work days of the receipt of the grievance. The written answer shall be presented to the grievant with a copy to the PR&R chairperson within five (5) work days of the meeting.

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

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

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

#### **ARTICLE 4: APPOINTMENTS, GOOD CAUSE, and EVALUATION**

##### 4.1 General Provisions

- a. The K-12 Director of Educational Technologies and Assessment, or his or her designee, will hire all employees in the Department subject to the approval of the Superintendent of Schools. The LEA President will be sent a copy of all annual appointment letters.
- b. Members of the Technology Unit will be supervised and evaluated according to the supervisor listed in the job descriptions in Appendix A.
- c. The data and information used to supervise and evaluate will come primarily from, but not be limited to, the following sources: individual meetings with the Technology Unit employees; direct observation of technology employees' work performance and subsequent outcomes of that performance; repair logs and similar documents; reports from administrators; LEA-reviewed surveys of availability, appropriateness, and functionality of technology. The observation of work performance and the gathering of data/reports for evaluative purposes will be conducted openly and with full knowledge of the employee.
- d. Any adverse conclusions with regard to job performance or any noting of unsatisfactory attainment of a particular performance standard(s) must be documented / supported in writing and presented to the employee within 10 working days of the incident before being included in the Final Evaluation.
- e. The Technology Unit employee may attach additional written explanations and/or documentation to any of the evaluator's written observations and/or assessments.
- f. After a one-year probationary period, no Technology Unit employee will be disciplined, reprimanded, reduced in rank or compensation, or dismissed without good cause, which, in the case of ineffectiveness, means two consecutive, overall performance determinations of "ineffective." (see section B4)
- g. Grievances alleging violation of the evaluation procedure must be filed within the timelines specified in the grievance procedure in order to preserve the issue in the event of adverse personnel action.

## 4.2 Process of Supervision and Evaluation

- a. The following evaluation cycle will begin at the conclusion of a new Technology Unit employee's one-year probationary period or at the beginning of the school year for other Technology Unit employees.
- b. GOAL SETTING: Each member of the Technology Unit will present a draft of his/her goals for the year to the evaluator by October 1 and meet with the evaluator on or before October 15. Goals will be written in the areas of technology and communication and reflect both the unit member's professional growth and the needs of the system as determined in a September Technology Department meeting. The final goals statement will be signed by both the evaluator and the employee, and it, along with the position's performance standards, will be the basis for the final evaluation. After an employee's first evaluation cycle, goals will be an outgrowth of the previous year's evaluation, the September Department meeting, and the performance standards for the employee's position. Goal setting is a collaborative process between the evaluator and the employee. If unable to reach agreement with the evaluator, the employee may seek LEA facilitation in an attempt to reach agreement. However, the evaluator will have final determination in goal setting.
- c. MID-YEAR REVIEW: Each member of the Technology Unit will submit a mid-year report to the evaluator by February 1. The mid-year conference will take place on or before February 15. During the mid-year conference, the member and the evaluator will review progress to date on all goals, performance standards for the employee's position, and any other concerns using the types of data described above. The evaluator will complete a written Mid-Year Review for the member's signature within 10 working days of the meeting.
- d. FINAL EVALUATION: Each member of the Technology Unit will submit a final, reflective report to the evaluator by May 15. The final evaluation meeting will take place on or before May 31. The final evaluation is the culminating document of the evaluation cycle and must be an outgrowth of and directly linked to the annual Goal Setting and the Mid-Year Review. The evaluator will complete the written final evaluation for the employee's signature within 10 working days of the final evaluation meeting. The Final Evaluation will include an overall performance standard of "Effective, Effective with concerns, or Ineffective."

## 4.3 Supervised Assistance

- a. The purpose of Supervised Assistance is to remediate work-performance deficiencies or, failing that, to dismiss for good cause after 6 months on Supervised Assistance. Placement on Supervised Assistance will usually result from observed and documented deficiencies in more than 1 performance standard, but can result if there is a deficiency in only one performance standard.
- b. Supervised Assistance may begin at any time during the evaluation cycle; however, the Technology Unit employee must be notified in writing at least thirty (30) days before actual placement on Supervised Assistance. The written notification must include a clear statement of the performance issues, supporting data, specific expectations for improved performance, and administrative supports to remediate the issue. A copy of the written notification must be sent to the LEA President.
- c. If, at the end of the warning period, the Technology Unit employee is placed on Supervised Assistance, a written Improvement Plan must be developed within 10 working days. The Improvement Plan will be written by the evaluator and reviewed by the LEA President/ designee. The Improvement Plan will include the following:
  - Specific performance deficiencies for remediation
  - Specific indicators of successful remediation
  - Specific supports, if any, and supervision
  - Specific data gathering /evaluation plan
- d. The LEA President / designee and Superintendent / designee will meet within 5 working days of a written request from the evaluator or the LEA President to resolve any disagreements over the Improvement Plan. In the event that the parties cannot agree within five working days of the initial meeting, they shall meet with a mediator, chosen by mutual agreement, to resolve any outstanding issues. If, after an additional meeting with a mediator, they are unable to resolve any outstanding disagreements, the mediator shall resolve the disagreements. The decision of the mediator is final and binding, and not subject to the Article 3 grievance process.
- e. An employee placed on Supervised Assistance will receive a maximum of three 2-month reviews. The results of the Supervised Assistance Review Meetings will be recorded on the Supervised Assistance Review Form, which must be received by the employee within five working days of the review meeting.
- f. At the end of the first and second 2-month reviews, the evaluator will recommend either a return to the standard evaluation process or a continuation of Supervised Assistance. At the conclusion of the third 2-month review, the evaluator will recommend a return to standard evaluation or dismissal for good cause.
- g. The Superintendent may withhold a step increment and/or negotiated salary increase if a Technology Unit employee is placed on Supervised Assistance. Placement on Supervised Assistance is grievable. There will be an expedited grievance procedure with only one level of management review, that is the Superintendent's level. The immediate step thereafter is arbitration. If a grievance is filed over a Technology Unit employee being placed on Supervised Assistance, and ultimately is arbitrated, the Association will prevail if it demonstrates that the decision

was based on a material procedural violation of the contract, a material factual error in an observation or evaluation, or was arbitrary or capricious. An arbitrator may not substitute his or her judgment for that of the evaluator in matters of professional educational judgment.

**ARTICLE 5: COMPENSATION**

5.1

- a. Effective the 2009 – 2010 school year, increase the Tech Unit Salary Schedule by 0.5%.
- b. Effective the 2010 – 2011 school year, increase the Tech Unit Salary Schedule by 1% and by adding \$500 to each step.
- c. Effective the 2011 – 2012 school year, increase steps 1 and 12 of the Tech Unit Salary Schedule by 2% and increase steps 2 -11 of the Tech Unit Salary Schedule by 1.5%.
- d. Effective on June 30, 2012, increase the Tech Unit Salary Schedule by 0.5%.

<b>FY10</b>	<b>Assistant Database Administrator</b>	<b>Network Administrator</b>	<b>Systems Administrator</b>	<b>Tech Support Services Specialist</b>	<b>Field Technician</b>
	(12 month)	(12 month)	(12 month)	(194 days – 184 days during school year plus 10 additional days)	(194 days – 184 days during school year plus 10 additional days)
1	\$44,220	\$60,300	\$58,290	\$41,205	\$32,914
2	\$45,591	\$62,127	\$60,117	\$41,936	\$33,553
3	\$46,962	\$63,954	\$61,944	\$42,666	\$34,192
4	\$48,332	\$65,781	\$63,771	\$43,397	\$34,831
5	\$49,703	\$67,608	\$65,598	\$44,128	\$35,470
6	\$51,074	\$69,435	\$67,425	\$44,858	\$36,110
7	\$52,445	\$71,263	\$69,253	\$45,589	\$36,749
8	\$53,816	\$73,090	\$71,080	\$46,319	\$37,388
9	\$55,187	\$74,917	\$72,907	\$47,050	\$38,027
10	\$56,557	\$76,744	\$74,734	\$47,781	\$38,666
11	\$57,928	\$78,571	\$76,561	\$48,511	\$39,306
12	\$59,295	\$80,400	\$78,390	\$49,245	\$39,949

<b>FY11</b>	<b>Assistant Database Administrator</b>	<b>Network Administrator</b>	<b>Systems Administrator</b>	<b>Tech Support Services Specialist</b>	<b>Field Technician</b>	<b>Tech Maintenance Associate</b>
	(12 month)	(12 month)	(12 month)	(194 days – 184 days during school year plus 10 additional days)	(194 days – 184 days during school year plus 10 additional days)	(194 days-184 days teacher work year plus 10 additional contiguous days)
1	\$45,162	\$61,403	\$59,373	\$42,117	\$33,743	\$27,972
2	\$46,547	\$63,248	\$61,218	\$42,855	\$34,388	\$28,655
3	\$47,931	\$65,094	\$63,064	\$43,593	\$35,034	\$29,319
4	\$49,316	\$66,939	\$64,909	\$44,331	\$35,680	\$29,992
5	\$50,700	\$68,784	\$66,754	\$45,069	\$36,325	
6	\$52,085	\$70,630	\$68,600	\$45,807	\$36,971	
7	\$53,469	\$72,475	\$70,445	\$46,545	\$37,616	
8	\$54,854	\$74,321	\$72,290	\$47,283	\$38,262	
9	\$56,238	\$76,166	\$74,136	\$48,021	\$38,907	
10	\$57,623	\$78,011	\$75,981	\$48,759	\$39,553	
11	\$59,007	\$79,857	\$77,827	\$49,496	\$40,199	
12	\$60,388	\$81,704	\$79,674	\$50,237	\$40,848	

<b>FY12</b>	<b>Assistant Database Administrator</b>	<b>Network Administrator</b>	<b>Systems Administrator</b>	<b>Tech Support Services Specialist</b>	<b>Field Technician</b>	<b>Tech Maintenance Associate</b>
	(12 month)	(12 month)	(12 month)	(194 days – 184 days during school year plus 10 additional days)	(194 days – 184 days during school year plus 10 additional days)	(194 days-184 days teacher work year plus 10 additional contiguous days)
1	\$46,065	\$62,631	\$60,560	\$42,959	\$34,418	\$28,531
2	\$47,245	\$64,197	\$62,137	\$43,498	\$34,904	\$29,085
3	\$48,650	\$66,070	\$64,010	\$44,247	\$35,560	\$29,759
4	\$50,056	\$67,943	\$65,883	\$44,996	\$36,215	\$30,592
5	\$51,461	\$69,816	\$67,756	\$45,745	\$36,870	
6	\$52,866	\$71,689	\$69,629	\$46,494	\$37,525	
7	\$54,271	\$73,562	\$71,502	\$47,243	\$38,181	
8	\$55,677	\$75,435	\$73,375	\$47,992	\$38,836	
9	\$57,082	\$77,308	\$75,248	\$48,741	\$39,491	
10	\$58,487	\$79,181	\$77,121	\$49,490	\$40,146	
11	\$59,893	\$81,054	\$78,994	\$50,239	\$40,802	
12	\$61,596	\$83,338	\$81,267	\$51,242	\$41,665	

<b>June 30<sup>th</sup> FY12</b>	<b>Assistant Database Administrator</b>	<b>Network Administrator</b>	<b>Systems Administrator</b>	<b>Tech Support Services Specialist</b>	<b>Field Technician</b>	<b>Tech Maintenance Associate</b>
	(12 month)	(12 month)	(12 month)	(194 days – 184 days during school year plus 10 additional days)	(194 days – 184 days during school year plus 10 additional days)	(194 days-184 days teacher work year plus 10 additional contiguous days)
1	\$46,296	\$62,944	\$60,863	\$43,174	\$34,590	\$28,674
2	\$47,481	\$64,518	\$62,447	\$43,715	\$35,079	\$29,230
3	\$48,893	\$66,400	\$64,330	\$44,468	\$35,737	\$29,908
4	\$50,306	\$68,283	\$66,212	\$45,221	\$36,396	\$30,745
5	\$51,718	\$70,165	\$68,094	\$45,974	\$37,054	
6	\$53,130	\$72,048	\$69,977	\$46,726	\$37,713	
7	\$54,543	\$73,930	\$71,859	\$47,479	\$38,371	
8	\$55,955	\$75,813	\$73,742	\$48,232	\$39,030	
9	\$57,367	\$77,695	\$75,624	\$48,985	\$39,689	
10	\$58,780	\$79,577	\$77,506	\$49,737	\$40,347	
11	\$60,192	\$81,460	\$79,389	\$50,490	\$41,006	
12	\$61,904	\$83,755	\$81,674	\$51,498	\$41,874	

5.2 The work year for the Tech Support Services Specialist and the Field Techs is the one hundred eighty-four (184) days within the school calendar, which may include vacation weeks, and an additional ten (10) days at the discretion of the Director of Technology.

5.3 Effective July 1, 2011, the employer will pay each employee eligible on that date an annual travel allowance of \$1,000. In the event that, in the future, other employees become eligible for the travel allowance, the amount will be pro-rated for the remainder of the work year.

5.4 Effective July 1, 2011, in the event that retail gas prices average over four dollars (\$4.00) per gallon in the greater Boston Metropolitan Area for more than one-quarter of a fiscal year, the parties agree to negotiate the stipend for mileage.

## **ARTICLE 6: SICK LEAVE**

6.1 Each member of the bargaining unit will receive seven (7) paid sick days when hired or on every July 1 and an additional day per month thereafter to a total of 15 days for the year ending on August 31. Unused sick days may be accumulated from year to year up to a maximum accumulation of 120 days. Employees with more than 120 sick days as of June 30, 2005, are capped at the number of days they have until they drop below 120 sick days.

6.2 When hired or upon initial ratification of this Agreement, each member of the bargaining unit will contribute one (1) sick day to the LEA Unit A Sick Bank as described in Article 18E of the Unit A Agreement. The provisions of Unit A, Article 18E will govern access, use, and contributions to the Sick Bank with the following exception:

- The Sick Bank Committee may not grant more than 90 sick days for a particular illness to any member of the Technology Unit.

## **ARTICLE 7: ATTENDANCE, WORKING HOURS, and VACATION**

7.1 Individual work schedules will be determined by the Superintendent or a designee.

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

7.3 For twelve(12)-month employees, there are 15 paid holidays: New Year's Day, Presidents' Day, Patriots' Day, Memorial Day, Independence Day, Labor Day, Rosh Hashanah, Good Friday, Yom Kippur, Columbus Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, Christmas, and Martin Luther King Day.

7.4 Twelve(12)-month employees are entitled to paid vacation days as follows:

- 1-3 years of employment: 10 vacation days
- 4-10 years of employment: 15 vacation days
- 11-15 years of employment: 20 vacation days
- 16+ years of employment: 25 vacation days

With the approval of the Superintendent, a maximum of 5 paid vacation days may be carried over to the following year.

7.5 An employee must receive approval from the Director of IIT for a vacation that will exceed 9 consecutive work days. Such approval will not be unreasonably denied.

## **ARTICLE 8: TEMPORARY LEAVE**

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

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

8.3 Jury Duty: A regular employee called for jury service shall be paid the difference between her/his regular salary and her/his jury pay during the period of such service and shall report for work whenever excused from attendance at court. Upon receipt of a summons for jury service, the employee shall immediately notify the Director of Information and Instructional Technology.

8.4. Leave without Pay: Leave without pay may be granted upon request to an employee by the Superintendent, or designee, in consultation with the Director of IIT for good and sufficient reason when such may be done without interference with the needs of the Lexington Public Schools as determined solely by the Superintendent.



8.5 Maternity / Childrearing and Family Medical Leave: Employees will upon request be granted leave without pay in accordance with relevant state and federal laws for childbearing, childrearing and family medical leave. Grievances pertaining to this paragraph are not subject to arbitration as provided for in Article Three. Courts and/or administrative agencies with subject matter jurisdiction shall be the sole forum for resolving grievances pertaining to this paragraph if they have not been resolved at Levels One or Two of Article Three herein.

8.6 Personal Days: Technology employees may be absent for two (2) days a year for such as, but not restricted to, the following reasons: legal affairs, business or personal matters, adoption of a child, court appearances, real estate business, serious family illness, graduation from a place of higher learning, funerals. Reasons which are unusual, imperative or emergency in nature at which their attendance is required and no other arrangement can be made are approved upon request. Written notification to Director of Human Resources for such personal leave will be made at least forty-eight (48) hours in advance, except in the case of an emergency, in which case, notification can be made by phone followed by written notification during or after the absence. The employee need only state that he/she needs a personal day for reasons consistent with the policy as stated above. Personal days shall not be taken immediately preceding or following a vacation or holiday except by special permission of the Superintendent. Unused personal leave days will automatically convert to sick days at the end of each contract year.

8.7 Except where otherwise provided, leaves in this Article shall be in addition to sick leave.

## **ARTICLE 9 - GROUP INSURANCE and BENEFIT PROGRAMS**

9.1 Life Insurance: All employees regularly working twenty (20) hours or more per week shall be entitled to secure a Certificate of term life insurance coverage on the basis available to other employees of the Lexington School System and/or employees of town of Lexington covered by collective bargaining agreements. An Optional Life Insurance Plan is also available.

9.2 Health Insurance: All employees regularly working twenty (20) hours or more per week shall be eligible for individual or family health coverage for hospital and medical services and extended benefits in accordance with the terms offered by the Town of Lexington to its employees. Employees hired after March 31, 1986, are subject to the Medicare tax, that portion of the Social Security tax that covers Medicare. The Town of Lexington must presently withhold 1.45% of wages of those employees who fall in this category.

9.3 Technology Unit employees are entitled to any other insurance/benefit plan which the town may provide for LPS employees.

9.4 Employees are eligible to participate in the Employee Assistance Plan (EAP) offered by the Town of Lexington to LPS employees.

9.5 Technology employees may take advantage of automatic deposit of paychecks in accordance with the procedures established by the Town of Lexington.

9.6 Professional Development: The Employer will periodically assess and determine the need for professional development activities involving technology employees.

## **ARTICLE 10: ASSOCIATION RIGHTS**

10.1 The School Committee shall permit the LEA members to use in-school mailboxes, and to use school buildings for school meetings, provided no additional cost for custodial employees is necessitated by such use.

10.2 The School Committee shall furnish to the LEA by no later than October 15th of each year, the names and addresses of all employees included in Article One of this Agreement in the Lexington School System prior to the opening of school, in so far as possible, and whenever positions are filled because of new openings, resignations, transfers or death.

10.3 The School Committee shall furnish to the LEA a complete listing of all Employees covered by this Agreement along with the location to which they are assigned and the number of hours they are assigned to work per week.

## **ARTICLE 11: REPRODUCTION OF AGREEMENT**

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

## **ARTICLE 12: INDEMNIFICATION OF EMPLOYEES**

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

## **ARTICLE 13: CHECK-OFF OF ASSOCIATION DUES**

13.1 LEA Dues: The employer will deduct from the pay of each employee for whom the employer has received a check-off authorization form provided by the LEA and executed by the employee, the LEA dues, fees, and assessments in the amounts specified by the LEA. The employer will make the necessary deductions on a biweekly basis and remit the aggregate amount to the LEA along with a list of the employees for whom dues, fees and assessments were deducted. The LEA shall give the employer at least thirty (30) days notice of any change in the dues or of any implementation of fees or assessments.

13.2 Agency Service Fee: All employees whose biweekly LEA dues are not being paid by authorized dues deduction shall be required, as a condition of employment to pay an agency service fee, in an amount equal to its full dues (subject to rebate as provided for by the rules and regulations of the Massachusetts Labor Relations Commission). Said amount shall be paid directly to the LEA on or before the 30th day following the beginning of their employment or the dues deadline date set by the LEA, whichever is later. In the event of any dispute pertaining to and arising out of the agency fee, the LEA will indemnify and hold the Committee, its officers, agents and employees harmless from any suits either at law or in equity and shall provide legal counsel of its choice at no cost to the Committee.

## **ARTICLE 14: EMPLOYEES' FILES**

14.1 Except for initial employment documents (resume, references, etc.), nothing shall be added to any technology employee's personnel file(s) until and unless the employee has seen the item and has acknowledged such by signing it. If the employee refuses to sign a document, it will be shown to an officer of the LEA, who will sign it.

14.2 Any employee may attach an addendum to information in her/his Personnel File. An employee may have information removed from her/his file by use of the grievance procedure, on the grounds that information in her/his file is incorrect, or irrelevant to the employment relationship.

14.3 The employee shall have the right upon request at reasonable times to examine her/his personnel file at a location designated by the Employer and to have a copy of any material in it.

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

14.5 In order for a document to constitute a reprimand, it must contain the designation *RE: Letter of Reprimand*; otherwise, it may not be used as evidence to establish a pattern of progressive discipline.

## **ARTICLE 15: USE OF SCHOOL FACILITIES**

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

## **ARTICLE 16: PAYROLL DEDUCTIONS**

16.1 The Town of Lexington has established payroll deduction procedures allowing employees to purchase tax deferred annuities. The employees covered by this Agreement may take advantage of such procedure by designating on a form to be provided by the employer that s/he wishes to have such deduction made from her/his paycheck in a specified amount.

16.2 Employees covered under this Agreement may take advantage of automatic deposit of pay check procedures by designating on a form provided by the employer that s/he wishes to have her/his pay check automatically deposited in a specified bank account.

## **ARTICLE 17: SEPARABILITY and/or AMENDMENT**

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

17.2 This Agreement constitutes the entire Agreement between the parties on all matters presented for collective bargaining. Any modification of any of the terms of this Agreement requires a writing signed by the President of the LEA and the Chairperson of the School Committee attesting to ratification by the respective party.

## **ARTICLE 18: SCHOOL COMMITTEE RIGHTS**

Except where a specific provision or an express term of this Agreement provides otherwise, the employer retains the exclusive right to manage its workforce and to determine the methods and means by which schools shall be operated. The exercise of such responsibility by the employer and/or its agents shall be at the sole discretion of the Superintendent and/or School Committee and shall not be subject to arbitration, except as specifically provided by an express term of this Agreement.

## **ARTICLE 19: NO STRIKE CLAUSE**

The LEA agrees that neither it nor its members individually or collectively will cause, condone, sanction, or take part in any strike, walkout, slowdown or work stoppage, during the period this Agreement is in effect. Any employees who violate this provision shall be subject to discipline and/or discharge pursuant to pertinent state law.

## **ARTICLE 20: DURATION**

The provisions of this Agreement shall be effective as of September 1, 2009 and will continue and remain in full force and effect until August 31, 2012, and shall be automatically renewed from year to year, unless by December 15 in any succeeding year, either party notifies the other in writing of its desire to terminate or amend this Agreement. When such notice is given, the contract will continue in effect beyond its expiration date until replaced by a successor agreement.

Notice of an intention to terminate or amend this Agreement shall be given in writing to the Chairperson of the Lexington School Committee and the Superintendent of Schools at the office of the Lexington Public Schools, 146 Maple Street, Lexington, Massachusetts 02420, or by the employer to the President of the LEA at her/his place of employment in the Lexington School System. Negotiations for a successor agreement will begin at a mutually agreeable time and place as soon as possible after the request for negotiations has been delivered but in no event sooner than November 1st of the fiscal year prior to the fiscal year in which this Agreement expires.

IN WITNESS of this Agreement having been ratified by the parties, the duly authorized representative of the Lexington Education Association (LEA) and the Lexington School Committee have, by affixing their signatures to this document, attest to its ratification and hereby execute this Agreement.

For the Lexington Education Association Technology Unit

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

For the Town of Lexington by the Lexington School Committee:

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

**APPENDIX A:**  
**CONTRACT PERFORMANCE STANDARDS/  
JOB DESCRIPTIONS**

**Job Title: Assistant Database Administrator**

The Assistant Database Administrator will be supervised and evaluated by the Database Administrator. The Assistant Database Administrator is responsible for assisting the Database Administrator to ensure that all student information systems contain accurate and up-to-date information. Working in collaboration with the Database Administrator, this would include the following primary responsibilities:

- Ensuring that all student information systems including the special education database contain accurate and up-to-date information.
- Ensuring that the Student Information System is operating correctly and that end users have appropriate access.
- Coordinating the annual student information update process.
- Training and providing on-going support to secretaries, administrative assistants, and administrators on functions associated with their administrative roles and the Student Information System (X2).
- Processing customized report requests from end-users, coordinating the problems that end users experience, and following through with X2 regarding how reports, labels, and concerns are handled.
- Assembling, generating and submitting District data reports to meet Massachusetts D.E.S.E. and Federal requirements (e.g. SIMS reports, EPIMS reports, student schedules, Federal Civil Rights Reports).
- Troubleshooting problems end-users may encounter, creating accounts for these users, and interfacing with administrators at all levels regarding upcoming issues.

Conducts other administrative and staff duties as directed by the Database Administrator or as needed by the District.

**Job Title: Network Administrator**

Working under the supervision of the Director of Technology, the Network Administrator (NA) is responsible for overseeing all aspects of the LPS network connectivity and infrastructure operations. This includes the following primary responsibilities:

- Manages the acquisition, installation and maintenance of LPS local area (LAN), and wide area (WAN) networks including any new wireless or other network services.
- Monitors all aspects of LPS daily and long term network usage, performance, equipment and security. Coordinates technical team response for the resolution of any network related problems and/or issues.
- Evaluates and recommends use of network products and services for the district. Maintains up to date documentation of the network.
- Working in collaboration with technical staff and as appropriate, district administrators, helps establish and implement policies and procedures for network usage for the district.
- Interfaces as needed with the Town MIS department on shared network issues.
- Interfaces as needed with any outside monitoring vendors/service providers to insure effective and comprehensive network operations.
- Repairs and maintains network connection devices as needed, (e.g., NIC cards, wall jacks, cable punch down, switches, cabinets, access points, etc.) to insure secure connectivity.
- Responsible for the structure and maintenance of technical infrastructure for the district including all network cabinets, network devices and computer center network/server facilities.

In addition to the above responsibilities, the NA is a key team member within the Technology Department. The NA will also:

- Work closely other team members to resolve end users problems including network accounts, hardware and software installations, network connectivity or access that may be escalated by field staff.
- Participate in the continued development of LPS help desk or other technology support tool.
- Provide the Technology team with technical direction, training and assistance to other members of the department based on expertise as needed.
- In close collaboration with the Systems Administrator and the Director of Technology, the NA will coordinate the deployment of servers and applications, including account design, systems integration, communications systems, access protocols, and security procedures. This includes maintaining a coordinated backup and recovery plan to secure all LPS servers.
- Supports the Director of Technology, the Director of Educational Technology and Assessment, Technology Department members, and building administrators for ongoing operations and for special projects as needed. This may include such issues as budget recommendations, hardware and software tool planning, disaster recovery and backup planning, protocol changes due to policy changes and other tasks related to supporting the District's Technology Plan.

**Job Title: Field Technician**

Working under the supervision of the Director of Technology, the Field Technician (FT) is responsible for providing hands on technical assistance in all LPS buildings for resolving hardware, network, peripheral connectivity, and software problems as part of the district technical response team. This includes the following primary responsibilities:

- As coordinated by the Technology Services Specialist, provide first line troubleshooting, problem resolution, and if needed, problem escalation of user reported technical issues throughout all buildings.
- Work effectively and collaboratively with the Systems Administrator and Network Administrator to resolve user logon, account issues and connectivity problems.
- Efficiently image/install or deploy new computers, software applications, hardware and software updates, and peripheral devices on all district computers.
- As needed provide hardware repairs and upgrades including such tasks as installing replacement hard drives, upgrade memory or peripheral cards, replacement of printer assemblies, etc. as needed.
- Coordinate with building and other technical personnel to insure that problems and issues related to technology are effectively reported so that they can be resolved by the team as needed.

In addition to these above responsibilities, the FT is a key member within the Technical Department. The FT will also:

- Assist in maintaining an up-to-date hardware, software and peripheral inventory.
- Assist in the maintenance of up to date computer images to support enterprise deployment.
- Assists in the remote network management of computing devices as directed.
- Assist in projects coordinating and executing computer and peripheral roll- outs and or moves within the buildings.
- Assists in the efficient operation of the Technology Web Help Desk system.
- Assists in providing extended support for new technology and devices that are introduced to the district.
- Provides any needed technical support to the Technology Maintenance Support Associates and to the Integration Specialists.

Works collaboratively with all Technology Department staff to insure effective and efficient support for technology in support of the districts educational goals.

Conducts other administrative and staff duties and responsibilities as directed by Director of Technology or as needed by the district.

12-16-10



## **Job Title: Technology Maintenance Associate**

Working under the supervision of the Director of Technology, the Technology Maintenance Associate is responsible for providing basic technical support for staff and students at the building level. The Technology Maintenance Associate will also be expected to work closely with the Instructional Technology Specialist in the building and the Director of Educational Technology and Assessment. The primary responsibilities of this position are:

- Provide on-going basic housekeeping and general maintenance support for school computers and peripherals;
- Support the buildings and the Technology Department in the distribution, tracking, securing, and deployment of hardware and software, and;
- Help trouble-shoot basic issues with end users and work with both end users and District Technology Personnel to properly communicate problems for resolution.

12-16-10

**Job Title: Systems Administrator**

Working under the supervision of the Director of Technology, the Systems Administrator (SA) is primarily responsible for overseeing all of LPS administrative and instructional servers and systems including central management of users, network shares, accounts, security privileges, access protocols, and remote desktop management tasks. This includes the following primary responsibilities:

- Oversees all aspects of the design, installation and operations of network services that support all facets of the district's administration and instructional/curricular technology needs (current and future).
- Coordinates the technical development of accurate computer images, software deployment strategies, and effective problem resolution for district hardware and/or software related issues.
- Creates, supports, and maintains all end user network accounts to the desktop level for all systems/services as needed; this includes all platforms, departments, logon accounts and security access. The SA also will communicate information as needed to all target end users (e.g. distribution of account information, etc.)
- Maintains accurate documentation of LPS servers including: design, licensing, work flows, architecture, setup, user account information, security, usage, etc.
- Works closely with the Instructional Technology staff as well as Administrators (where appropriate) to insure that LPS technical services are designed and implemented to effectively support their needs.
- Provide technical support and liaison for target department application systems; this includes support for the nursing tracking systems and for the library media automation systems. This might include providing support for any new services as introduced into the district (e.g., document management systems, video streaming, new web services, podcast servers, etc.)

In addition to the above responsibilities, the SA is a key team member within the Technology Department. The SA will also:

- Work with technology staff, to implement and refine technical standards for all district's computers including those located in classrooms, labs, offices, mobile carts, libraries, kiosks, etc. as appropriate for all levels (elementary, middle and high schools). Provide technical assistance for review and implementation of the District's Technology plan.
- In close collaboration with the Network Administrator (NA), the SA will help coordinate the deployment and integration of all LPS servers and networked applications. This includes reviewing account design, communications systems, access protocols and security procedures, as well maintaining appropriate backups and data recovery plans.
- Works collaboratively with technical staff, to identify training needs of the department and help provide as appropriate.
- Participate in the continued development of the help desk or other district technology support model. This includes collaboratively developing procedural documentation and streamlining back office work-flow procedures.
- Working with the Director of Technology and other technical staff, help coordinate tasks and projects of field staff to maximize efficiency of the District's technical support within all buildings.
- Supports the Director of Technology, the K-12 Director of Educational Technologies and Assessment, Technology Department members, and building administrators for ongoing operations and for special projects as needed.

**Job Title: Tech Support Services Specialist**

Working under the supervision of the Director of Technology, the Tech Support Services Specialist (TSSS) is responsible for helping to plan, evaluate, and coordinate the department's technical response team to support all facets of computing in the district. This includes the following responsibilities:

- Provides daily oversight of the district's technology problem reporting system (Web Help Desk) including daily evaluation and setting of, response priorities, coordinating the distribution of support personnel as appropriate to reported problems or to achieve district initiatives, and insuring that reported issues get satisfactorily resolved, escalated if needed, and clearly documented.
- Working in collaboration with the Systems and Network Administrators and District Trainer, helps support field technicians and other personnel as they troubleshoot computing problems. The TSSS provides advanced expertise to the field staff as needed for more complicated issues that may include hardware and software performance, network connectivity, peripheral integration, or coordinating end-user access issues. The TSSS may also be involved with providing technical training as needed both within and outside the department.
- Working in conjunction with the Systems Administrator and Field Technicians, the TSSS will help provide technical expertise and coordination to build images to be deployed on the district's computers. Tasks may cover the full range of tasks - from installing software and image testing, hardware or peripheral driver resolution, image deployment, testing users access, and evaluating new technical products or services for the district.
- Provides needed communications with end users, other technology support positions, integration specialists, building administrators, and other staff as appropriate to help district to better identify problems, respond quickly as possible to needs and to insure that all involved clearly understand issues.
- Works closely with the Director of Technology and other technology staff in assessing needs, short and long term resource planning, writing documentation, maintaining accurate inventory and licensing, reviewing department processes, and developing user guidelines with the overarching goal of continuously improving the districts' technical support services.

In addition to the above responsibilities, the TSSS is a member of the technology team. The TSSS may also:

- Assist in the remote management of computing devices as directed.
- Provide emergency back up to other members of the Technology Department if needed.
- Assists in providing extended support for new technology, grants, or devices that are introduced to the district.
- Contributes to the continued development of the Technology Web Help desk system.

Works collaboratively with all Technology department staff to insure effective support for the District's education goals.

Conducts other administrative and staff duties as directed by the Director of Technology, the K-12 Director of Educational Technologies and Assessment, or as needed by the district.

12-16-10

## APPENDIX B

### SIDE LETTER OF AGREEMENT

1. **COMPENSATION:** The salary ranges listed in Article 5 apply only to technology employees hired after the initial ratification of this agreement. Current technology employees appointed to the positions described in this agreement will receive the following salaries:

<b>POSITION</b>	<b>FY 06 Salary</b>	<b>FY 07 Salary</b>
Network Administrator	55,000	56,650
System Administrator	53,500	55,105
Hardware/Infrastructure Specialist	53,500	55,105
Field Technician	35,000	36,050
Student Data Coordinator	45,655	47,025

2. Upon ratification of this agreement, current employees will receive a retroactive salary adjustment. This adjustment will be calculated using the FY 06 salaries listed in the table above and will be retroactive to July 1, 2005.
3. Technology employees who currently receive annual longevity payments will continue to receive that same annual longevity amount as long as they are members of this bargaining unit.
4. The 90-day sick-bank maximum will be reduced to a 60-day sick-bank maximum on the date a Long-Term Disability Program is made available to members of the Technology Unit.