AGREEMENT

between the

LENOX SCHOOL COMMITTEE

and the

LENOX EDUCATION ASSOCIATION

dated

September 1, 2019 to August 31, 2022
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Agreement made as of the 1st day of September 2019, by and between the School Committee for the Inhabitants of the Town of Lenox (hereinafter referred to as "Committee") and the Lenox Education Association (hereinafter referred to as "Association").

**ARTICLE I – RECOGNITION**

The Lenox School Committee, hereinafter referred to as the "Committee" recognizes the Lenox Education Association, hereinafter referred to as the "Association" for the purposes of collective bargaining as the exclusive representative of a unit consisting of all professional classroom teachers teaching three or more periods a day (i.e., half-time or more), Resource Room Teachers, Consulting Teachers, Speech Clinician, Guidance Counselors, School Adjustment Counselors, Librarians and Nurses whose position requires a certificate issued pursuant to 603 CMR 7.10(42), but excluding all other professional and non-professional employees.

Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as "teachers."

**ARTICLE II – COMMITTEE PREROGATIVES**

A. The parties recognize that the Committee itself and through its Superintendent and administrators has and will continue to retain, whether exercised or not, the prerogative to direct the operation of the public schools in the Town of Lenox in all their aspects. Such prerogative shall include but shall not be limited to: maintaining public elementary and secondary schools in the Town of Lenox; advising the Town as to the need for new school facilities; determining the care, maintenance, operation and hours of operation of buildings, lands, apparatus and other property used for school purposes; determining the number, age, and qualifications of the pupils to be admitted into each school; determining and establishing the hours and times of instruction and the length of the school day; employing, assigning and transferring teachers; suspending and dismissing teachers of the schools; designating the schools which shall be attended by the various children within the Town; making such provisions as will enable each child of school age residing within the Town to attend school for the period required by law; providing for the transportation of children; prescribing rules for the management, course of studies, classifications of students and discipline for the public schools; selecting and approving textbooks to be used; making rules for the arrangement, use and safekeeping of the school libraries and approving the books selected therefor; preparing and submitting budgets to the Town Meeting; expending monies appropriated by the Town for the maintenance of the schools; making such transfers of funds within the appropriated budget as it shall deem desirable. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part except that the same shall not be exercised in such a manner as to violate any of the express terms of this agreement. No action taken by the Committee, Superintendent or administrators under such rights, responsibilities and prerogatives shall be subject to the grievance and arbitration provisions of this agreement unless the action violates one or more of the express provisions of this agreement.
B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the undertakings and agreement arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the Committee and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and both agree that the other not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not referred to specifically or not covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the parties at the time that they negotiated or signed this Agreement.

C. If either of the parties hereto shall during the life of the Agreement desire to make any proposal with respect to the modification or alteration of this Agreement or with respect to any matter not expressly covered by this Agreement, the said party may submit such proposal, in writing, to the other party and request a meeting. Within ten days of the submission of such proposal, the recipient thereof shall acknowledge the receipt thereof and indicate whether or not it wishes to discuss the same. The submission of such proposal and any subsequent discussion thereof shall not be construed by either of the parties hereto as an agreement by the other that said proposal comes within the purview of this Agreement.
ARTICLE III – TEACHING HOURS, LOAD, AND YEAR

A. The School Committee or its designee shall set the starting and dismissal times for students and make such adjustments as the Committee or its designee shall deem to be appropriate in light of then current conditions. Except in emergencies, the Superintendent will notify the Association prior to such an adjustment, but a failure to give such prior notification shall not act to delay or prevent the adjustment. Such adjustments by the Committee or its designees shall be consistent in duration with the terms of the existing contract. The decision of the Committee or its designee shall be final. Such adjustments by the committee or its designees shall be consistent in time with the annual school year.

B. Morris School

1. The anticipated starting and dismissal times of the regular school day are as follows:

<table>
<thead>
<tr>
<th></th>
<th>STARTING TIME:</th>
<th>DISMISSAL TIME:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>STUDENTS</td>
<td>STUDENTS</td>
</tr>
<tr>
<td>Grades K-5</td>
<td>8:40 a.m.</td>
<td>3:10 p.m.</td>
</tr>
<tr>
<td>Pre-K</td>
<td>8:20 a.m.</td>
<td>2:30 p.m.</td>
</tr>
</tbody>
</table>

2. The workday of full-time teachers at Morris School will begin ten (10) minutes before the starting time for students, and teachers shall be at their workstations ten (10) minutes before the starting time for students. The workday of each teacher shall continue until all of his or her responsibilities are completed. These responsibilities include being reasonably available outside the normal instructional times to members of the school community (i.e., students, parents, colleagues) for parent and/or student consultation. Additionally, each teacher is expected to communicate to the school community his or her plan for availability. The Superintendent and Principal shall communicate with a teacher any concerns the Superintendent or Principal may have pertaining to such teacher’s workday.

3. Prep time is time during which teachers are relieved of all other responsibilities in order to prepare for classes. Full-time classroom teachers will have preparation periods during which they will not be assigned any other duties, as follows: Grades Pre-K-5: normally five (5) periods a week for a total of 3.75 hours per week.

4. In addition to the prep time described in #3 above, each classroom teacher shall normally receive one (1) common planning prep per week.

5. Upon request of the teacher, the elementary principal shall grant one (1) half-day per school year of release time to elementary teachers for the purpose of record-keeping, the set-up of student progress reports or the writing of narratives for elementary report cards. The principal shall direct the process used to request such release time.
a. Teachers granted release time for the purposes above must use the release time for the purposes requested.
b. The granting of said day shall only be denied subject to the availability of funds for substitutes.
c. The Committee shall share with the LEA the total funds available for substitute teachers upon request of the LEA.
d. The teacher’s grades for the end of the year shall be due in the office by the last day of the school year.

C. Lenox Memorial Middle and High School

1. The anticipated starting and dismissal times of the regular school day are as follows:

<table>
<thead>
<tr>
<th></th>
<th>STARTING TIME:</th>
<th>DISMISSAL TIME:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>STUDENTS</td>
<td>STUDENTS</td>
</tr>
<tr>
<td>Monday</td>
<td>7:45 a.m.</td>
<td>2:25 p.m.</td>
</tr>
<tr>
<td>Tues–Fri</td>
<td>7:45 a.m.</td>
<td>2:24 p.m.</td>
</tr>
</tbody>
</table>

2. The workday of full-time teachers at Lenox Memorial Middle and High School will begin ten (10) minutes before the starting time for students, and teachers shall be at their workstations ten (10) minutes before the starting time for students. The workday of each teacher shall continue until all of his or her responsibilities are completed. These responsibilities include being reasonably available outside the normal instructional times to members of the school community (i.e., students, parents, colleagues) for parent and/or student consultation. Additionally, each teacher is expected to communicate to the school community his or her plan for availability. The Superintendent and Principal shall communicate with a teacher any concerns the Superintendent or Principal may have pertaining to such teacher’s workday.

3. LMMHS is on a 6-period day, with a rotating drop schedule, which runs Tuesday–Friday. Each period runs for 58 minutes. On Mondays, the schedule consists of 8 periods with no rotation or drop, each with a running time of 43 minutes.

4. Full-time 6-12 teachers will be assigned no more than five (5) instructional periods per semester or its equivalent.

5. Prep time is time during which teachers are relieved of all other responsibilities in order to prepare for classes. In the current rotating drop schedule, full-time 6-12 teachers will receive an average of one (1) prep per day.

6. Full time 6-12 teachers will be assigned 1 duty, in addition to the five (5) instructional periods. Duties include directed study or supervision of a language
lab, hall or cafeteria. Department chairs, team leaders, and full-time teachers
teaching a 6th instructional period are exempt.

D. Lunch

Full-time teachers will have a duty-free lunch period as follows:

1. Morris School: five (5) consecutive school days (30 minutes in length).
2. Lenox Memorial Middle and High School: five (5) consecutive days (30 minutes in length).

E. Teachers may be required to remain after the end of the regular workday, without
additional compensation, as follows:

1. One (1) day each month (1-1/2 hours in length): faculty meetings called by the
   school Principal.
2. One (1) hour per week: professional development, curriculum, department or
   other meetings authorized by the Superintendent of Schools or the Principal.
3. Schedule and participate in individual conferences with parents of pupils.

F. All teachers may be required to attend, without additional compensation, three (3)
evening meetings each year. Attendance at all other evening meetings will be at the
option of the individual teacher.

G. Extended contract provision: This Agreement permits recognition of extra instructional
responsibilities assigned to a teacher that exceed the duties expected of a teacher as
described in Article III section C. In such cases, the Superintendent may approve a
temporary increase in salary based upon the factors described in item 5 specified below.
Extended contract recognition is only for the period during which these extra
responsibilities are assigned.

1. The Administration may request that a teacher perform instructional duties during
time periods in which instruction is not normally performed. These time periods
include before/after school, during a teacher’s prep period or during a period
where a teacher would normally be assigned a duty function (e.g. study hall,
playground monitoring, monitor etc.)
2. The teacher has the right to decline such requests.
3. The Association will be notified of all extended contracts, and whenever possible,
notification will be prior to the issuance of such contracts. Such contracts will
terminate at the end of the school year.
4. Contracts may be terminated by the Administration or the teacher during the school year provided sixty (60) calendar days of advance notice is given.

5. The salary increase for an extended contract shall be determined by the following factors:

   a. The extended responsibility is either a course (in the middle and high school) or a subject (in the elementary school) in addition to the regularly assigned course or subject, or is an additional section of a regularly assigned course.

   b. The temporary increase in salary is computed with the following percentages of the teacher’s current salary according to the time the additional responsibility is offered: (i.) in place of a study or duty, (ii.) before or after the school day, or (iii.) in place of a preparation period.

<table>
<thead>
<tr>
<th>Additional course (per cycle) or subject</th>
<th>Prep</th>
<th>Before/After</th>
<th>Study/Duty</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full</td>
<td>6.50%</td>
<td>6.00%</td>
<td>5.00%</td>
</tr>
<tr>
<td>Three-Fourths</td>
<td>4.875%</td>
<td>4.50%</td>
<td>3.75%</td>
</tr>
<tr>
<td>Half</td>
<td>3.25%</td>
<td>3.00%</td>
<td>2.50%</td>
</tr>
<tr>
<td>One-Fourth</td>
<td>1.625%</td>
<td>1.50%</td>
<td>1.25%</td>
</tr>
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   c. Effective September 1, 2019, the temporary increase in salary for such additional responsibilities offered for periods per cycle other than 4, 3, 2 or 1 will be computed as a fraction of the stipend for a 4-period offering.

H. Part-Time Teachers

1. The work day for a part-time teacher within the unit assigned to the Morris School shall begin ten (10) minutes before the teacher is to be at his/her work station for instructional duties and for a part-time teacher within the unit assigned to Lenox Memorial Middle and High School shall begin ten (10) minutes before his/her first duty assignment. The workday of each part-time teacher shall continue until all of his/her responsibilities for the day are completed. These responsibilities include being reasonably available to members of the school community (i.e., students, parents, colleagues) for parent and/or student consultation. Additionally, each part-time teacher is expected to communicate to the school community his/her plan for availability. The Superintendent and Principal shall communicate with a teacher any concerns the Superintendent or Principal may have pertaining to such teacher’s workday.

2. For part-time teachers within the unit who do not have teaching responsibilities, the workday shall be as established by the Superintendent.
3. Part-time teachers within the unit working less than a full workday will have a
duty-free lunch period if appropriate.

4. A part-time teacher may be excused by the Superintendent or the
Superintendent’s designee from a particular meeting on terms acceptable to the
part-time teacher and the Superintendent or his/her designee.

5. Part-time teachers shall attend parent conference days and released time days. A
part time teacher shall be paid on a pro-rated salary basis for the time required to
be in attendance on such days in excess of such part-time teacher's regular
workday.

I. The school calendar shall be established by the Committee. The "work year" for the
teacher (other than new personnel who may be required to attend additional orientation
sessions) will begin no earlier than the last Tuesday in August and terminate no later than
June 30. The work year shall include days when pupils are in attendance, orientation days
at the beginning of the school year, conference days, and any other days on which teacher
attendance in the opinion of the Superintendent is desirable, provided, however, that the
work year shall not exceed 184 days (one (1) of which will be for professional
development, which will be scheduled in the first semester of each school year) and
provided further that said work year shall not include Saturday and Sunday.

J. Exceptions to the provisions of paragraph A of this article may be made if the
Superintendent of Schools (or the designee) determines that it is necessary to do so in the
best interests of the educational process and the Association will be notified of each
instance.

K. Flexible Hours Work Schedule: It is recognized by the parties that it may be
advantageous both to individual teachers and to the educational program of the Lenox
Public Schools to allow for flexible work scheduling. In consideration thereof, the
Association and the Committee agree as follows:

1. A flexible work-hours schedule proposal may be submitted to the Superintendent
by teachers and/or school or program administrators. Individual teachers and/or
administrators shall be required to demonstrate the educational benefit to students.

2. Proposals should be submitted no later than April 1 of each year, and approved no
later than May 15. Once approved, a flexible work schedule shall not be modified
prior to the expiration of the approved proposal.

3. A flexible hours schedule shall be the equivalent of the total work time
requirement which the individual teacher is required to work under the collective
bargaining Agreement. No teacher shall be required to work non-contiguous
hours, nor shall a teacher be required to work in excess of the total hours set forth
in this contract.
4. Individual teachers who elect to participate in a flextime opportunity shall do so on a strictly voluntary basis. Flextime opportunities shall be made available to teachers on a voluntary basis through an in-house posting. In filling flextime postings, consideration shall be given to a teacher’s certification, area of competence, major and/or minor field of study, quality of teaching performance, attendance record and length of service in the Lenox School System. No member of the bargaining unit shall be assigned or transferred to said flex schedule involuntarily.

5. The Superintendent shall notify the LEA prior to final approval of any Flex Time arrangement. Said notification shall contain the names of the individuals involved and all details of the Flex Time arrangement.

6. The fact of an individual's participation or non-participation in the Flextime Program shall not adversely affect his/her evaluation or result in discipline, reassignment or transfer.

7. No members of the bargaining unit will lose a job or be reduced in time as a result of this flextime provision during the implementation or continuation of this provision.

L. Substitute teachers:

   1. It is agreed that substitute teachers are not members of the bargaining unit and are not entitled to the benefits of this contract.

   2. If it is contemplated that a substitute teacher will be used for ninety (90) or more consecutive school days, Committee will endeavor to employ a substitute who has met the state certification requirements. Compensation will be in accordance with the salary schedule. If a certified substitute teacher is not available, such vacancies will be filled by qualified non-certified personnel.

   3. If a teacher is ill or otherwise unavailable, every reasonable effort will be made to secure a substitute teacher before a regular teacher is asked to substitute.

   4. If a Principal assigns a classroom teacher to act as a substitute for a scheduled class during the teacher's preparation period, the classroom teacher will be paid at a rate of .75 of the curriculum rate or portion thereof. Class coverage arranged between teachers on a voluntary basis will not be compensated.
ARTICLE IV – CLASS SIZE

A. In the event that the number of pupils per class shall exceed those "bench marks" set forth below, the Association may, within twenty (20) calendar days of the occurrence thereof, request of the Superintendent that the matter be referred to the "Class-Size Committee" (such committee shall consist of the Principal of the school involved, the Superintendent and two (2) teachers designated by the President and the Association). This committee will conduct such investigation as it shall deem appropriate and shall, within thirty (30) days of referral of the matter to it, submit to the School Committee the recommendations of the majority of the Class Size Committee and the recommendations of the minority, if such there be. The School Committee shall thereupon review such recommendations and shall, within thirty (30) days of the receipt thereof, take such action as it shall deem to be appropriate. The action of the School Committee or the failure of the School Committee to act within the aforesaid thirty (30) days shall be subject to the grievance procedure through Level Three and the decision of the School Committee shall be final and binding and shall not be subject to arbitration.

B. A teacher(s) may request that his/her Principal review a class size issue for adjustment, regardless of the number of students in the classroom. The Principal shall, within ten (10) days, make a recommendation for adjustment to the teacher(s). If said recommendation does not resolve the issue, the teacher(s) may notify the Association and the protocols set forth in Section A shall commence.

C. The parties agree that the following class sizes will be referred to as bench marks, which, when unreasonably exceeded, would constitute cause to invoke the solution procedure set forth above.

1. Elementary Schools:
   a. Pre K/Kindergarten  25 pupils
   b. First Grade through Fifth Grade  25 pupils

2. Grades 6-12:
   a. Academic Subjects  25 pupils
   b. Computer Labs  Number of available stations
   c. Science Labs  Number of available stations
   d. Shop Labs  Number of available stations
   e. Art Lab  Number of available stations
   f. Drafting Labs  Number of available stations
   g. Physical Education  30 pupils
   h. Band/Choral Instruction  Unlimited number of pupils
   i. Study Hall/Guided Study  30 pupils
   j. Writing Labs  Number of available stations
D. The goal for Physical Education classes held in the LMMHS gym is to not exceed fifty (50) pupils in each period where two teachers have been assigned, provided always that such Physical Education classes may, in the Principal’s sole discretion, have up to sixty (60) pupils.

E. Every reasonable effort will be made to apportion students equitably among the teachers. The grievance procedure may be invoked on questions arising under this paragraph through Level Three and the decision of the School Committee shall be final and binding and shall not be subject to arbitration.

**ARTICLE V – NON-TEACHING DUTIES**

A. Teachers at the elementary school shall be relieved of supervision of playgrounds, cafeterias and buses, provided, however, that if the Administration deems such supervision to be essential, teachers will perform such supervision. Such supervision shall be equitably distributed among those teachers whose assignments permit. Teachers may discuss questions of such equitable distribution with the applicable building Principal.

B. The Committee will, to the extent practicable, relieve teachers of non-teaching administrative and clerical tasks such as collecting money from students for non-educational purposes, duplicating instructional and other materials, and other similar clerical functions.

C. Teachers at Lenox Memorial Middle and High School shall be relieved of after-school bus supervision duty.
ARTICLE VI – ASSIGNMENTS, TRANSFERS, PROMOTIONS

A. Definitions

1. "Teacher Assignment" - That written notification of Superintendent or his/her designee issued prior to or at the beginning of a school year which indicates (a) the school house or school houses at which a teacher is to perform his or her professional duties, and (b) the grades and subjects to be taught by the teacher, or, if the teacher is other than a classroom teacher, the nature of the professional duties to be performed ("teacher assignment" does not include appointments to those positions referred to in Exhibit B and C).

2. "Teacher Transfer" - That written notification issued during a school year which changes a "teacher assignment" during that school year.

3. "Administrative Positions" - The positions of Superintendent of Schools, Principal, Assistant Principal, Dean of Students, and Director of Student Services.

4. "Distributed Leadership Positions" - Department Chairs, Head Teachers, and similar positions. (See Exhibit B.)

5. "Teaching Positions" - All professional positions within the school system which are not hereinabove defined as "administrative positions" or "distributed leadership positions ", as listed in Exhibit B.

B. Teacher Assignment

On or before June 1, the Administration shall notify each teacher of his/her "teacher assignment" for the next school year. The Superintendent or the Superintendent’s designee retains the right to change a "teacher assignment" any time between June 1 and the commencement of the school year to which it pertains, provided, however, that a change in "teacher assignment" shall be made between June 1 and the commencement of the school year only if the Superintendent or the Superintendent’s designee shall have informed the teacher involved of the reason or reasons for such change. The teacher may request to meet with the Superintendent to discuss the change in "teacher assignment". The teacher's request to meet with the Superintendent must be made within five (5) days of the delivery to teacher of the change in "teacher assignment". The Superintendent upon receipt of the teacher's request shall promptly meet with the teacher and shall discuss with the teacher the reasons for the change. The teacher may have a representative of the Association present at such meeting.

C. Teacher Transfer

The Superintendent or the Superintendent’s designee reserves the right to direct a "teacher transfer," but whenever the Superintendent or Superintendent’s designee contemplates such transfer, he/she shall, at least ten (10) calendar days prior to the
effective date of such transfer, give to the teacher written notice of the contemplated transfer. The teacher may, within five (5) days of receipt of the notice, request in writing to meet with the Superintendent to discuss such transfer. The Superintendent shall grant the teacher the opportunity to so meet before the "teacher transfer" is effectuated. Teacher may have a representative of the Association present at such meeting. Compliance with the procedural provisions of this paragraph (but not the substantive decisions hereunder made) shall be subject to the provisions of Article XXVI.

D. Teacher Initiated Change in "Teacher Assignment" or "Teacher Transfer"

Whenever a teacher wishes a change in assignment or a transfer from one "teaching position" to another "teaching position", he/she shall make application thereof. Said application shall be in writing, addressed and delivered to the Principal if the change of assignment or transfer is within the Principal's building, otherwise to the Superintendent and shall set forth the change sought and the reasons therefor. If the grant of the requested change shall not, either directly or indirectly, cause the transfer of a teacher other than applicant, the Principal or Superintendent as the case may be shall, within ten (10) calendar days immediately ensuing the date of the receipt of said application, advise the teacher of his/her decision. If the grant of the change shall, either directly or indirectly, cause the transfer of a teacher other than the applicant, the Principal or Superintendent as the case may be shall advise the applicant teacher of his/her decision within ten (10) days after having complied with the provisions of paragraph C of this article. The decision of the Principal or Superintendent as the case may be to grant or deny an application for transfer or change in assignment made under this paragraph shall not be subject to grievance or arbitration. If the change sought by teacher comes within the purview of paragraph F of this article, this paragraph D shall not apply.

E. Vacancy in Administrative Position

Whenever a vacancy in an administrative position occurs, the Superintendent shall, as soon as practicable, cause a notice of such vacancy to be mailed or otherwise delivered to the President of the Association. The Superintendent shall post a notice of the vacancy upon one or more of those bulletin boards referred to in Article XII. Such notice shall set forth the minimum qualifications for the position, its duties, anticipated range of compensation to be paid and the date the vacancy is expected to be filled. Applications for such positions shall be accepted from the professional personnel within and without the school system. The Superintendent agrees that he/she shall, in selecting an applicant, consider the professional background, attainments and experience of each applicant, together with such other factors it shall deem to be relevant. If, in the judgment of the Superintendent, the professional background, attainments, and experience of the applicants deemed by him/her to be most qualified are substantially equal, he/she will give preference to an applicant then currently employed by the Committee unless, in the opinion of the Superintendent, the grant of such preference shall not be in the best interest of the school system. Compliance with the procedural provisions of this paragraph shall be subject to grievance and arbitration but the substantive decision of the Superintendent regarding the appointment shall not be subject to grievance or arbitration.
F. Vacancy in a Teaching Position

Whenever the termination of a teacher's employment or the creation of a new position results in a vacancy in a teaching position after all "teacher assignments" and "teacher transfers" have been completed, the Superintendent shall, as soon as practicable, cause a notice of such vacancy to be mailed or otherwise delivered to the President of the Association. The Superintendent shall post a notice of the vacancy for ten (10) calendar days upon one or more of those bulletin boards referred to in Article XII except that only five (5) days shall be required if in the judgment of the Superintendent circumstances warrant a shorter notice. If such vacancy occurs after the close of the work year and before the beginning of the next work year, notice will be sent to the President of the Association and to each teacher who has given the Superintendent a self-addressed stamped envelope with a request that such teacher be notified of a vacant position which such teacher is certified to fill. Teachers wishing a different teacher assignment are to notify the appointing administrator by February 1st of each work year. All requests for a different teacher assignment shall remain in force for the ensuing work year.

Such notice shall (a) describe the position, (b) indicate the last date that it is expected the vacancy will be filled, and (c) indicate the last date that applications for appointment from teachers within the system will be accepted. Applications for appointment to the position shall be accepted from professional personnel within and without the system. If the appointing administrator expects the appointment of an applicant from without the system, he/she shall at least five (5) calendar days prior to the date that he/she makes such appointment, so advise the teacher of the date the appointment is intended to be made. Upon request of an applicant from within the system, the appointing administrator shall meet and confer with such applicant. Such meeting and conference shall take place before the appointing administrator makes the appointment.

The appointing administrator shall in filling the vacancy consider the professional background, attainments and experience of the applicants from within the system together with such other factors as he/she shall consider to be relevant and he/she further agrees that he/she shall give preference to applicants from within the system unless, in his/her opinion, the grant of such preference shall not be in the best interest of the school system. The decision of the appointing administrator with respect to the appointment shall be final and binding and shall not be subject to grievance or arbitration. However, compliance with the procedural provisions of this paragraph shall be subject to grievance and arbitration.

G. Distributed Leadership Positions

1. The Committee reserves the right to define the duties and responsibilities of each such position, provided, however, that such duties and responsibilities shall not be changed during the term of an incumbent.

2. The top three (3) applicants (including the incumbent if said person makes application) will be interviewed for all positions. Each applicant will be notified
of the administrator’s decision within five (5) weekdays of the appointment to the position.

3. Effective September 1, 2019, no appointment shall exceed three (3) consecutive years unless there is no other qualified applicant.

4. An appointment to a distributed leadership position is for a period of one year unless the appointment shall otherwise specify and no appointee is entitled to automatic reappointment. No appointee shall be removed from his/her teaching position as a result of appointment to or termination from the distributed leadership position without just cause.

5. Department Chairs shall be granted adequate time to perform their supervisory duties within the regular workday, but Department Chairs and Head Teachers agree that the satisfactory performance of their duties may entail work beyond the regular workday.

6. Department members (teachers in the elementary building in the case of Head Teachers) and other appropriate cohort groups will be consulted for feedback via email by the appropriate administrator prior to all appointments. However, the occurrence of such consultation and the adequacy thereof shall not be subject to grievance or arbitration.

7. If the Administration contemplates appointing to a distributed leadership position an individual who was not in the employ of the school system for a period of at least ninety (90) days prior to the effective date of the appointment, the Superintendent shall so advise the Association by causing a notice to be placed upon one or more of the bulletin boards referred to in Article XII. Such notice shall set forth the position involved, the effective date of the appointment and the fact that the Administration contemplates appointing an "outside applicant". Such notice shall be delivered and posted at least ten (10) days prior to the effective date of the appointment. Any teacher who has been in the employ of the school system for at least ninety (90) days prior to the effective date of the appointment and wishes to be appointed to the position may request an opportunity to meet with the Superintendent or Principal involved to discuss the appointment. Such request shall be made within three (3) days of the posting of the aforesaid notice. The appointing person will meet with each teacher who requests a meeting before the appointment is made. The teacher may have a representative of the Association present at such meeting. The selection of the appointee shall not be subject to grievance or arbitration.

8. Teachers appointed to distributed leadership positions shall be paid, in addition to the salary he/she would be otherwise entitled to as a teacher, a stipend in accordance with Exhibit B.
9. In situations where one Department Chair is supervising two separate departments, when said position becomes vacant, parties will meet and discuss whether such practice should continue with the final decision to be made by the School Committee any time after the parties’ second meeting.

ARTICLE VII – TEACHER EVALUATION

A. Purpose: The purpose of "Teacher Evaluation" is:

1. To provide information for the continuous improvement of the teacher's performance through self-reflection and an exchange of information between the person being evaluated and the evaluator.

2. To provide for the improvement of the quality of the professional services rendered by the individual teacher to the school system.

3. To provide a record of facts and assessment for personnel decisions.

B. The process of evaluation and supervision and the product thereof are not to be construed as conclusive measurements of the relative competency of teacher for purposes of assignment or promotions.

C. Evaluation shall be conducted in accordance with the procedures found in Exhibit E.

ARTICLE VIII – PERSONNEL FILES

A. Teachers will have the right, upon request, to review the contents of their personnel file, by appointment, excluding personal or confidential recommendations for which the teacher has agreed to waive his/her right to review. A teacher will be entitled to have a representative of the Association accompany him/her during such a review and the Superintendent may be present if he/she so desires.

B. No material derogatory to a teacher's conduct, service, character or personality will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he/she has had an opportunity to review such material by affixing his/her signature to the copy to be filed with express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the copy.

C. Any complaint regarding a teacher made to any member of the Administration by any parent, student, or other person will be promptly called to the attention of the teacher and investigated by the Administration if the complaint is to become a part of the teacher's personnel file. Prior to the placement of said complaint in the teacher's file, the source of such complaint will be revealed to the teacher. A teacher will be given the opportunity to respond to and rebut such complaint.
ARTICLE IX – MEDICAL LEAVE

A. Definitions (pertains to Article IX only):

Medical Leave includes:

- **Personal Medical Leave**: shall be defined as leave used when the employee has a personal illness, injury or disability.

- **Immediate Family Medical Leave**: shall be defined as leave used for rendering necessary care or comfort to an ill member of the teacher’s immediate family or a person living within the teacher’s household.

- **Immediate Family**: shall be defined as spouse, child or parent or a person living within the teacher’s household.

B. A teacher shall be credited with seventeen (17) days of paid medical leave during each work year of employment which can be used for either personal medical leave or for rendering necessary care or comfort to an ill member of the teacher’s immediate family or a person living within the teacher’s household. Part-time teachers shall be eligible for medical leave on a prorated basis.

C. No more than twelve (12) Medical Leave days may be carried over each year. Such carried over medical leave may be accumulated without limit while continuously employed within the district.

D. A teacher may use any of his/her accumulated Medical Leave for personal medical leave.

E. **District Medical Leave Reserve**

1. It shall be the policy of the School Committee of the Lenox Public School to establish a Medical Leave Reserve, the purpose of which shall be to enable members of Unit A to support other members of the Unit who, due to prolonged catastrophic and/or chronic illness or injury, have no remaining unused medical or personal leave in their personal account.

2. The District Medical Leave Reserve may only be used for the Unit member’s own catastrophic and/or chronic illness or injury. The District Medical Leave Reserve may not be used for leave to provide care for a family member under Article IX, G.

3. All Unit A staff shall participate in the District Medical Leave Reserve by contributing one (1) day of medical leave to the Medical Leave Reserve.

4. Unit A staff shall be assessed one (1) day to support the District Medical Leave Reserve when the balance of days in the reserve falls below ninety (90)
days. The District Medical Leave Reserve shall accumulate to a maximum of one hundred eighty (180) days.

5. Unit A staff wishing to request leave under the District Medical Leave Reserve must apply in writing to the Superintendent. Such application must state the reason for the request and the anticipated length of the leave. The request must be accompanied by a certification from the employee’s health care provider stating: the nature of the illness or injury, that the injury or illness makes the Unit A staff member unable to work, and an estimate of when the Unit A staff member may return to work. An initial application for Medical Leave Reserve shall not exceed thirty (30) work days. After using thirty (30) work days of Medical Leave Reserve, the Unit A staff member may apply for a second use of Medical Leave Reserve. No more the sixty (60) days will be granted for the second use of Medical Leave Reserve. No employee may use a total of more than ninety (90) days of Medical Leave Reserve in a school year.

6. The district shall establish and maintain a Medical Leave Reserve Committee (MLRC) of four (4) members whose responsibility it shall be to process and approve applications for use of medical leave reserve. The MLRC shall consist of:

   a. the Lenox Education Association President or designee,
   b. another representative of the Lenox Education Association,
   c. the Chairperson of the Lenox School Committee or designee,
   d. the Superintendent of the Lenox Public Schools or designee.

7. The MLRC will approve the Medical Leave Reserve applications with a simple majority vote. A 2-2 tie vote will constitute a denial of the application. The MLRC will base their approval on the following conditions:

   a. The employee requesting such leave shall have exhausted all accumulated personal sick days and other days of temporary leave.
   b. The employee shall have demonstrated that the request is due to a personal illness or injury of substantial and critical need as evidenced by a letter from the employee’s health care provider.
   c. The request must be for no more than thirty (30) workdays and may not continue beyond the last day of the school year.
   d. The employee requesting the leave has not demonstrated a pattern of unauthorized absence for reasons other than personal illness or injury.
   e. The MLRC will consider if the employee has access or is eligible for Long Term Disability under Social Security and/or may access a private disability insurance plan.

8. Employees granted medical leave from the Medical Leave Reserve may request additional leave above and beyond the limits set forth in #5 above by providing documentation of a continuing, substantial and critical need. However,
such additional medical leave shall not exceed sixth (60) additional workdays. The MLRC shall have the authority to grant these additional days upon proof of sufficient and critical continuing need, but in no case shall the employee receive additional days beyond the regular work year.

9. Available Family Medical Leave Act (FMLA) and any other applicable statutory leave shall be used concurrently with use of the Medical Leave Reserve days.

10. The decision of the MLRC shall be final and shall not be subject to grievance under Article XXVI.

F. A teacher shall be allowed to use up to a total of twenty (20) days for the necessary care and comfort of immediate family members in each school year, if adequate days have been accrued by the individual teacher.

G. Medical leave and/or accumulated medical leave may be used for the purposes of illness only, unless otherwise specified in this Article.

H. In the event of the absence of a teacher because of illness for more than five (5) consecutive days or the development of a pattern of absences in any work year, the teacher shall, upon request of the Superintendent or his/her designee, submit to the Superintendent a certificate of a duly practicing physician substantiating such illness, or the teacher may be required to comply with the documentation requirements in accordance with the Family Medical Leave Act of 1993.

I. If a quarantine is established by the local Department of Public Health because of exposure to a contagious disease during performance of professional responsibilities, then any absence due to quarantine periods shall be paid for in full and shall not apply against the credit of medical leave. In all such cases the Department of Public Health or its designated agent, such as the school nurse, must submit the notice of quarantine to the Superintendent to include the beginning and closing of the quarantine period.

ARTICLE X – TEMPORARY LEAVES OF ABSENCE

A. General

1. Teachers shall be granted temporary leaves of absence without loss of pay for the following reasons and upon the following terms and conditions. Normally, a temporary leave request form for absence, must be submitted to the Principal at least 24-hours in advance. If advance notice is impossible, the teacher shall submit a temporary leave request form upon return:

   a. For bereavement purposes in the event of a death in the immediate family of the teacher, or a person living within the teacher’s household, a period not in excess of five (5) school days. Any one or more said days may be
used to attend the internment and related services. In the event of a death outside the immediate family, leave may, but need not be granted, at the discretion of the Superintendent. The aforementioned leave need not be taken consecutively but is to be used within thirty (30) days immediately following the date of death except where internment is delayed. Under unique circumstances, the Superintendent may but need not approve the extension of the taking of bereavement days beyond the thirty (30) day period.

b. Personal Days - For reasons personal to the teacher which cannot be performed outside of the "work day." Said leave shall not cumulatively exceed three (3) days in any one work year and shall not be used as additional vacation, extension of holidays, or as time off for the convenience of a teacher when other arrangements may be made. Exceptions may be made at the discretion of the Superintendent. Teachers may but need not provide reasons for leave taken under this Section but shall abide by the standard outlined. Unused personal days at the end of each fiscal year shall be added to accumulated medical leave under Article IX hereof to be used for the purposes of illness only as provided in Article IX, paragraph F, and may not be used for personal or other non-illness leave. The Association and Committee shall work cooperatively to achieve a better understanding by teachers of what is and is not permitted under this Section. The Committee or designee gives up its right to challenge an individual teacher's use of leave under this Section unless the day(s) requested precedes or follows a vacation or occur at the beginning or end of the school year. Patterns of absences may be brought to either party's attention at any time.

c. Leave may also be granted at the discretion of the Superintendent for fulfilling other familial obligations which require activity which cannot be performed outside the work day. Said leave shall not cumulatively exceed five (5) days in any one (1) work year. Said leave for fulfilling other familial obligations will terminate on the last day of each contract year.

d. For attendance at the MTA Annual Meeting, provided they are designated by the President of the Association to be delegates. The total leave taken by all delegates shall not cumulatively exceed three (3) school days in any one work year.

e. For the Association President or his/her designee to attend conferences of MTA/NEA provided the President makes a timely request to the Superintendent. Said leave shall not cumulatively exceed two (2) days in any one year.

f. Part-time teachers shall be eligible for temporary leaves of absence on a prorated basis.
g. A teacher who has been subpoenaed to appear in court on a day he/she otherwise would have worked will be granted compensation by the Committee in an amount which, when added to the compensation received for such court appearance will equal his/her regular prorated salary.

2. Teachers shall be granted temporary leaves of absence without pay for attendance at legal proceedings, and administrative hearings, including the Division of Labor Relations, provided said proceedings or hearings pertain to collective bargaining or contract administration relating to the unit herein recognized and provided the total leave taken by all the teachers cumulatively shall not exceed thirty (30) school days in any one work year.

3. To serve on jury duty prior written notification from the teacher is required. Teachers who are required to perform jury duty shall be granted a short-term leave of absence by the Superintendent of Schools without loss of pay or related benefits. Such teachers will receive that portion of their regular salary which, together with compensation for jury duty, equals the teacher's normal salary for that period of time. All other benefits shall continue to accrue. The teacher is to report to work if s/he is released from jury duty the day before.

B. Administrative Leave

1. The Superintendent may, but need not, grant temporary leaves of absence without loss of pay for the following reasons and upon the following terms and conditions. The grant or denial of leave by the Superintendent shall be conclusive and his/her decision shall not be subject to grievance or arbitration.

   a. For the purposes of visiting other schools or attending meetings or conferences of an educational nature, provided request is made to the Superintendent.

   b. For the purposes of attending conventions, seminars and conferences, provided request is made to the Superintendent in writing at least ten (10) days before the commencement of the time of the requested absence.

   c. For reasons approved by the Administration, provided such leave shall not exceed three (3) hours in a given day.

2. The Committee may, but need not, grant unpaid temporary leaves of absence to teachers for the following reasons upon the terms and conditions set forth below and upon such further terms and conditions as Committee may determine. The grant, denial and imposition of terms and conditions by Committee with respect to such leave shall be conclusive and shall not be subject to grievance or arbitration:

   a. For the purpose of extended academic pursuit.
b. For the purpose of engaging in an elected position in a professional association such as the Massachusetts Teachers Association or the National Education Association.

c. To serve in the Peace Corps.

d. To serve as an exchange teacher.

e. To serve in public office.

f. For such other purpose as Committee shall deem to be appropriate in any given instance.

3. The Superintendent may, but need not, grant temporary leaves of absence to teachers for the following reasons upon the terms and conditions set forth below and upon such further terms and conditions as the Superintendent may determine. The grant, denial and imposition of terms and conditions by the Superintendent with respect to such leave shall be conclusive and shall not be subject to grievance or arbitration.

a. Because of illness or injury which does not come within the purview of Article IX or which extends beyond the period provided for in said Article.

b. For such purpose as the Superintendent shall deem to be appropriate in any given instance, provided such leave does not exceed five (5) days.

4. The Superintendent may, but need not, grant leaves of absence to a teacher for "sabbatical" purposes. If such leave is granted, a teacher shall, during the sabbatical, be paid by Committee an amount not less than 50% of the salary the teacher would have been paid if he/she had remained in the employ of Committee during the sabbatical period. In addition to any other terms established by the superintendent, the teacher will agree that he/she shall enter into a written agreement with the superintendent agreeing that upon termination of such leave, he/she will return to service in the Lenox Public Schools for a period equal to twice the length of such leave and that, in default of completing such service, will refund the town an amount equal to the proportion of salary received while on leave. The grant, denial and the imposition of terms and conditions by the Superintendent shall be conclusive and shall not be subject to grievance or arbitration.

C. Statutory Leave

1. The parties agree to abide by the Family Medical Leave Act of 1993 (File: GCCC), the National Defense Authorization Act, Massachusetts
Maternity/Paternity Leave Act (M.G.L. c. 149, § 105D)(File: GCCF), and Small Necessities Leave Act (M.G.L. 149, § 52D)(File: GCCCG).

2. Up to fifteen (15) days of Domestic Violence Leave will be granted to eligible employees in accordance with M.G.L. c. 149, s. 52E and applicable District policy. This leave is unpaid except that a teacher may use up to fifteen (15) days of paid leave consistent with the definition of family contained in Article IX, Medical Leave.

ARTICLE XI – TEACHER FACILITIES

Each school will have the following facilities:

A. Space in each classroom in which teachers may safely store instructional materials and supplies.

B. A teacher work area, containing equipment and supplies to aid in the preparation of instructional materials.

C. An appropriately furnished room to be reserved for the exclusive use of the teachers as a faculty lounge. Said room will be in addition to the aforementioned teacher work area.

D. A serviceable desk and chair for the teacher in each classroom.

E. A well-lighted and clean male teacher rest room and a well-lighted and clean female teacher rest room.

F. Whenever possible, a separate private dining area for the exclusive use of the teachers.

ARTICLE XII – USE OF SCHOOL FACILITIES

A. Subject to the consent of the building Administration, the Association will have the approval to use school buildings without cost at reasonable times for meetings for its members. Sufficient notice in advance of the time and place of such meetings shall be given in writing to the Principal of the building in question.

B. The Superintendent may, but need not, grant teachers the right to use facilities and equipment and shall specify the terms and conditions of such use.

C. One bulletin board in each school building shall be provided for the purpose of displaying Association notices, circulars, and other materials.
ARTICLE XIII – PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

Certification: The District and the Superintendent shall endeavor to assign employees within their areas of certification and competence. It is the responsibility of every educator to be fully licensed or have license pending at all times and to meet all licensure requirements as required by Massachusetts General Laws and the Massachusetts Department of Education. The district will endeavor to employ only fully licensed teachers, or those whose license is pending, or those on approved Massachusetts Department of Education waivers. The district will strive to hire only the most highly qualified and motivated teachers. It will be the responsibility of all teachers to provide their Principal and the Superintendent’s office with a copy of their most current licensure.

A. The Committee agrees that in a fiscal year it will reimburse a teacher in an amount not to exceed $900 for tuition and fees in attending a course(s) at an accredited college which (a) have been completed in said fiscal year, (b) attendance has been with prior written approval of the Superintendent, (c) the teacher shall have, in the opinion of the Superintendent, satisfactorily completed such course and shall have attained a grade not lower than “B” or its equivalent or receives a “pass” for a course which is only graded pass/fail (i.e., no teacher may opt to select pass/fail), (d) the teacher has submitted evidence of payment.

B. The Committee agrees to provide additional reimbursement to a teacher for tuition in attending a course of particular significance to the Lenox Public School’s education program provided (a) that the aggregate amount of additional reimbursement dispersed to all teachers in a given fiscal year does not exceed $5,000 or such greater amount as specifically designated in the budget, (b) that the conditions for the $900 reimbursement outlined above are met, (c) that prior written approval is obtained from the Superintendent specifically for the additional reimbursement amount. A teacher may appeal a denial by the Superintendent to a Tuition Committee consisting of one (1) School Committee member, one (1) administrator appointed by the Superintendent, and two (2) teachers appointed by the Association unless the denial was based on insufficient funds under this subparagraph. All monies from the aforementioned $5,000 shall be distributed proportionally to all teachers who have qualified under the conditions set above at the end of the fiscal year (June 30).

C. When a teacher visits other schools, attends meetings, conventions, seminars or conferences pursuant to leave granted under paragraph B1 of Article X, the Committee shall reimburse the teacher for all reasonable expenses actually incurred such as meals, lodging, registration fees and travel expenses when approved in advance by the Superintendent or his/her designee. Mileage reimbursements shall be in accordance with IRS guidelines for the per mile rate in effect as of September 1 of each year.

Exceptions to the above may be made by the Superintendent or his/her designee and the teacher prior to attendance at such activities.
D. Professional Development Points

1. Beginning on September 1, 2003, the following teachers will be eligible to utilize Professional Development Points to be applied towards advancement on the salary schedule: (a) teachers hired before September 1, 2003 who hold a Master’s degree or are currently in any MA column, and (b) those teachers who began work after September 1, 2003 who have earned a Master’s degree.

2. Professional development programs to be submitted by a teacher must meet the criteria of being intellectually challenging, add to the teacher’s repertoire of skills and content knowledge, enhance their contribution to the learning of students and lead to the improvement of teacher skills. Teachers must meet the goals and objectives of the school system and the teacher’s individual professional development plan.

3. Requests will be submitted to the Superintendent for review and approval. A standard pre-approved form for this purpose shall be available in the Principal’s office. Completed forms are to be submitted to the superintendent for approval prior to participating in the professional development experience.

4. Credit will be awarded on the basis of one (1) credit for each 15 hours of course work or training. For example, 15 hours = 1 credit, 30 hours = 2 credits, etc. to a maximum of three (3) credits for 45 hours per contract year. The content of the professional development experience should be equivalent in academic rigor to a graduate level course.

5. In order to earn credit, participants must provide (a) evidence of attendance for the hours requested, and (b) an observable demonstration of learning which could include a written product, report, or other forms of documentation required by the Superintendent.

6. There must be evidence that there are blocks of at least fifteen (15) professional development hours which are ongoing and provide information and/or training in the same subject or topic area.

7. Professional development points for the purpose of movement on the salary schedule will not be awarded for in-house programs of the Lenox Public Schools, attending workshops during the school day, attendance at professional conferences or informational session/meeting, mentoring, peer coaching, peer assistance, serving as a cooperative teacher, being a member of an accreditation team, publishing an earned doctorate thesis, authoring a curriculum development unit, designing activities for students, or attending one (1) day workshops unless they lead to the accrual of at least fifteen (15) hours in the same subject or topic area.
E. The Committee shall reimburse or pay a teacher for attending courses at accredited colleges which are taken for non-disciplinary reasons at the written direction of the Superintendent, provided that (a) the teacher shall have, in the opinion of the Superintendent, satisfactorily completed such course or courses and shall have attained a grade not lower than “B” or its equivalent or receives a “pass” for a course which is only graded pass/fail (i.e., no teacher option to elect pass/fail); (b) the teacher has submitted evidence of payment. Teachers shall request such reimbursements in writing.

**ARTICLE XIV – TEAM EVALUATION**

Any teacher who is required to participate in a full or partial team evaluation of a student or students will be given, normally, one week's notice prior to the meeting.

The Committee recognizes the necessity for paper work in regard to preparing materials for an educational assessment used in a partial or full team evaluation and, where feasible, efforts will be made to avoid unreasonable demands for materials beyond the usual limits of preparation outside of class time.

**ARTICLE XV – PROTECTION**

A. Teachers will immediately report in writing all cases of assault made or suffered by them in connection with their employment to the Superintendent of Schools and the building Principal. The building Principal shall, if requested by the teacher (a) request the Lenox Police Department to investigate the incident and (b) request the Lenox Police Department to assist the teacher to obtain a show cause hearing.

B. A copy of the teacher's report under paragraph A hereof will be forwarded to the Superintendent who will comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved.

C. The Committee agrees to indemnify teachers in accordance with the provisions of Massachusetts General Laws, Chapter 258, § 9.
ARTICLE XVI – INSURANCE

A. The Committee will pay 75% of the individual or family coverage, whichever is applicable in the particular case for the HMO plan (Network Blue New England Value Plus) with such benefits and through such organizations as the Town of Lenox shall from time to time select.

B. The Committee will pay an equal dollar amount as the HMO contribution above for the PPO or POS plans (currently Blue Care Elect Value Plus and Blue Choice New England Value Plus) with such benefits and through such organization as the Town of Lenox shall from time to time select. Said amount shall not fall below 50% in accordance with state law.

C. The Committee and participating LEA members will share the administrative costs of a Flexible Spending Account program. The Committee will assume 80% and participating LEA members will assume 20% of the administrative costs.

D. At least once a year, the Committee shall give teachers an open enrollment period during which each teacher may select one of the plans offered under paragraphs A, B, C and D. During open enrollment, the Town is to give written notice of the plans that will be offered for the following year and expected cost for each of the plans for the coming year.

E. Teachers will be eligible to participate in a group life insurance plan. A $5,000 life insurance policy is available, 75% of the premium cost of which is borne by the Town of Lenox unless modified in accordance with Massachusetts General Laws, Chapter 32B.

F. The Committee will continue to contribute to the existing group disability insurance program established by the MTA for teachers within its employ who work 20 or more hours per week and will pay the premiums for each participating teacher to a maximum of $4.29 per month provided each participating teacher authorizes payment of the balance of the premium, if any, through payroll deduction.

G. Employees Healthcare Plan Changes

1. If a Unit A employee was enrolled in the Town’s HMO, POS or PPO health insurance plan on June 30, 2006 and thereafter chooses to un-enroll from these plans and remains un-enrolled in any of the Town’s HMO, POS PPO or Medex health insurance plans for three (3) consecutive years [measured from the date the employee’s coverage terminated]:

   a. The Town shall pay the employee $3,500, so long as (1) the individual remained employed by the Committee and as a member of the bargaining unit under the terms of this collective bargaining Agreement for the entire 3-year period, (2) the individual remained eligible to join or re-join the Town’s HMO, POS or PPO health insurance plan during the entire 3-year
period, (3) the employee is not at any time during the 3-year period covered, through a spouse or otherwise, by any of the Town’s health insurance policies [including but not limited to the HMO, POS, PPO or Medex] and (4) the employee is covered under another health insurance plan for the entire 3-year period and provides satisfactory evidence of such coverage to the Committee.

b. If at any time after the initial termination of coverage but before the expiration of 3 consecutive years the employee wishes to re-join the Town’s insurance plan, he or she may do so if (1) such decision is made during the annual “open enrollment” period, or (2) a “qualifying event” occurs which would entitle the employee to re-join under the law. If an employee re-joins the Town’s HMO, POS, PPO or similar health insurance plan during that 3-year period, or in any manner becomes covered under the terms of any of the Town’s health insurance plans during that 3-year period, no payment [partial or otherwise] shall be made.

c. This benefit is available one time only for any individual.

2. If during a health insurance open enrollment period a member of this bargaining unit who was paying health insurance premiums and was thus covered by the Town’s health insurance plan during the entire one-year period prior to the date the open enrollment period ends chooses to join a less expensive HMO, POS or PPO [but not Medex] individual or family plan offered by the Town for the subsequent plan year and remains a member of the less expensive plan for the entire subsequent year:

a. The Town will pay the employee one-half of the amount the Town saves for that one year.

b. No payment under paragraph 2 above shall be made to an individual who at any time during the term of this collective bargaining agreement changed coverage from a less expensive plan to a more expensive plan [whether from individual to family or from HMO to PPO or POS].

c. Payment by the Town will be made in June of the year in which the change became effective.

d. This benefit is available only once for any individual or any household or family during the entire time they work for the School Committee and/or the Town.
ARTICLE XVII – PAYROLL DEDUCTIONS

A. The Committee agrees to deduct from the salaries of its teachers dues for the Lenox Education Association, the Massachusetts Teachers Association, the National Education Association, or any one of said associations as said teachers individually and voluntarily authorize the Committee to deduct, and to transmit the monies, promptly to the Lenox Education Association. Teacher authorization will be in writing in the form provided by the LEA Treasurer.

B. Each of the associations named in paragraph A above will certify to the Committee in writing the current rate of its membership dues. Any association which will change the rate of its membership dues will give the Committee 30 days written notice prior to the effective date of such change.

C. Teachers may authorize the School Committee to deduct from their salary a contribution to Voice of Teachers for Education, of an amount which the teacher shall specify in writing on a form similar to "A" above. The Committee will certify on the payroll the amount to be deducted by the treasurer. Such amounts shall be transmitted to the Lenox Education Association within thirty (30) days. The Association will be responsible for submitting said funds to VOTE.

D. Teachers will be eligible to participate in a “tax-sheltered” annuity plan established pursuant to M.G.L. c. 71, § 37B.

E. Teachers will be eligible to participate in the Flexible Benefit Program under such terms and conditions as are from time to time established by the parties to this Agreement.

F. Agency Fee

   1. Effective thirty (30) days after the first day of the contracted school year in accordance with M.G.L. 150E, Section 12 each employee identified in the recognition clause of this contract will be required to pay either membership dues or an agency fee. An employee who is a member of the Association on the date of the execution of this Agreement may cease membership in the Association and shall be required in accordance with M.G.L. Chapter 150E, Section 12 to pay the agency fee to the Association.

   2. Employees covered by this Agreement shall upon the operative date of this section have the following options: (a) payment of annual dues by authorized dues deduction or (b) payment of agency fee by authorized dues deduction.

   3. The Association will be solely responsible for enforcing the provisions of this section. The Committee will not be responsible for enforcing any provision of this section. Neither the Committee nor any member of the Administration will be required to take any action to compel an employee to pay to the Association the
Agency Fee nor shall any employee be disciplined or discharged as a result of his/her failure to make any payment provided for in this Article.

4. The Association will indemnify, defend and hold harmless the Committee against any and all claims, actions or lawsuits of any kind or description, whether at law or in equity, and whether based on statute, constitution of common law, made or instituted against the Committee or its agents, employees or administrators, resulting from this section. Specifically, the Association will have no right of action, by way of contribution, counterclaim or other basis against the Committee. Should any administrative agency or court of competent jurisdiction find the Committee liable for any damages as a result of this section, the Association will pay any and all of those damages, including interest and charges.

5. If any court of competent jurisdiction determines that any part of the Article XVII, Section F, is unconstitutional, in violation of statute, or otherwise unenforceable, all of the other parts of this section will be null and void.

6. The service fee shall be calculated in accordance with the provisions of M.G.L. Chapter 150E, Section 12, and applicable state and federal constitutional law shall not exceed the periodic dues required to be paid by employees to remain members in good standing with the Association.

ARTICLE XVIII – GENERAL

A. This Agreement will be posted on the district’s website. The district will provide a hard copy upon request, at its expense.

B. If any provision of the agreement or any application of the agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

C. Teachers will not be required to drive pupils to activities which take place away from the school building.

D. At the faculty meeting prior to the opening of school, the President of the Association or his/her designee will be provided time to greet the combined annual assembly of the faculty.

E. In the formal program provided by the school system for the orientation of new staff, adequate participation of Association representatives will be permitted.

F. The names of all new staff members and their building, grade and subject assignments will be made available to the Association and in no case later than September 15.
G. Department heads will be consulted during the budget-making process for their recommendations on departmental needs.

H. The President of the Association will be sent, through the inter-school mail, a copy of all School Committee agendas and School Committee minutes available to the public.

I. Each teacher having a paraprofessional in his/her classroom shall as part of such teacher's duties provide the person evaluating such paraprofessional with information usable in evaluating such paraprofessional by completing the "Evaluation Input Form." This form is not to be used as the sole source of information to evaluate a paraprofessional's performance.

ARTICLE XIX – DISCIPLINE

A. The Association and each teacher recognize the authority and responsibility of the Administration to reprimand and discipline a teacher for just cause. If a teacher is to be reprimanded or disciplined by a member of the Administration, the teacher shall have the right to have a member of the Association present. The presence or absence of just cause shall be subject to grievance and arbitration as provided in Article III unless the teacher has the right to challenge the reprimand or discipline in a proceeding provided by statute in which event the teacher shall use the statutory proceeding rather than grievance or arbitration. The non-renewal of a teacher at will is not being considered as either discipline or reprimand.

B. If a teacher at will receives notice that he/she shall not be employed during the next academic year that teacher shall have the right to meet and confer with the Superintendent. If teacher wishes to so meet and confer with the Superintendent, the teacher shall so request in writing within the ten calendar days following notice of non-renewal. Superintendent shall thereupon set the date and hour of such meeting and conference which date and hour shall be within fifteen (15) calendar days following the date of the teacher's request therefor. The teacher shall, at such meeting, be advised of the reason or reasons for non-renewal. The decision of the Superintendent to employ or not to employ any such teacher shall be final and binding and shall not be subject to grievance or to arbitration. Teacher shall have the right to have a representative of the Lenox Education Association present at such meeting and conference.

C. The layoff or dismissal of a teacher at will who has not been teaching in the District more than ninety (90) days is not to be considered as either discipline or reprimand.
ARTICLE XX – SALARIES

A. Salaries during the term of this contract shall be paid to all personnel within the unit defined in Article I in accordance with and at the rate set in Exhibit A.

   1. Nurses may only advance to the MA column (but no further) if they have a Masters in Nursing.

   2. Subject to confirmation of need, nurses shall be reimbursed for the cost of annual licensure and the cost of liability insurance not to exceed a $200 premium.

B.

   1. Teachers shall be paid bi-weekly according to the schedule set up by Town Treasurer.

   2. Teachers may elect to have July and August payments made during the preceding June if request is made in writing no later than the beginning of that work year. (For example, to receive payments in June 2017 for July and August 2017, the request must be made prior to August 30, 2016.)

   3. Payments made under Exhibit B shall be incorporated into the bi-weekly pay.

   4. Payments made under Exhibit C shall be made on the first regular payday following expiration of teacher’s duties under Exhibit C.

   5. a. Counselors, school nurses, and librarians who are assigned to work beyond the normal school year will be paid 1/201 of their annual pay for each full day worked. A teacher who agrees to be called in by the Special Education Director (or designee) to meet the IDEA requirements during the summer will also be paid at the rate of 1/201.

      b. The SPED Team Leader(s) shall be required to work for two (2) days (Fourteen {14} hours) during the summer and will be paid at the rate of 1/201 of their annual pay. If needed, the SPED Team Leader(s) may be granted additional day(s) with the approval of the Special Education Director and this day(s) will also be paid at the rate of 1/201.

   6. Part-time teachers will be placed on the salary schedule in accordance with the Unit A salary schedule and their salaries shall be computed on a prorated basis (calculations will be based on days per week, days per year, periods per day, hour per day, etc. as appropriate).

   7. Notwithstanding #6 above, any Lenox Memorial Middle and High School teacher who is assigned at least five-sixths (5/6) teaching load shall be considered full-time for purpose of salary.
C. Each teacher currently employed shall be advised of his/her "vertical level" and "horizontal level" for the work year here involved by October 15 of each work year. A teacher first employed during the term of this agreement shall be advised in writing of the vertical and horizontal levels at which he/she is first employed at the commencement of his/her employment and a teacher so first employed must be placed within a vertical and horizontal level set forth in Exhibit A. In determining vertical placement on the salary schedule, a teacher first employed during the term of this agreement shall be given appropriate credit for past experience up to four (4) years. Additional credit may be granted for experience beyond four (4) years.

D.  
1. Each teacher other than teachers within the vertical column marked BA (Bachelor's) degree shall at the commencement of each school year advance to the next highest vertical level.

2. A teacher who was in the employ of the school system on September 1, 1976, or who shall have been employed thereafter and is placed in the Bachelor's column shall be entitled to four (4) increments until he/she shall have earned fifteen (15) hours of approved credit.

3. The parties acknowledge that vertical steps do not necessarily represent years of work experience or the length of employment by the School Committee. A teacher first employed during the term of this agreement may advance vertically on the salary schedule in the succeeding work year only if such teacher begins work as a teacher on or before November 1st.

E.  
1. The "horizontal level" of each teacher will be determined by his/her academic credits as set forth on Exhibit A, subject to approval by the Superintendent of Schools. Academic credits between recognized degrees shall be recognized for purposes of incremental increase only if in the opinion of the Superintendent of Schools the acquisition of such credits has some direct relation to (1) the teacher's area of involvement, (2) academic responsibility or (3) the acquisition of such credits is a part of the program leading to a Master's degree. Generally, only graduate level courses will be approved under (1), (2), (3) except undergraduate courses may be approved if related to a teacher's assignment and not repetitive of prior academic work. If the Superintendent shall determine that one or more such academic credits do not satisfy either (1), (2), or (3), he/she shall advise the teacher in writing.

2. To qualify for a new "horizontal level" all course work must be completed on or before September 1.
F. A teacher will be placed on the horizontal level set forth on the salary schedule for the particular year as follows:

1. Bachelor's (B.A.)  
   Automatically upon receipt of a Bachelor of Arts, Bachelor of Science or equivalent.

2. B.A.+30  
   Automatically upon satisfactorily earning thirty (30) "approved academic credits" beyond the Bachelor's Degree.

3. Master's (M.A.)  
   Automatically upon receipt by teacher of a Master's Degree in Education or within the area deemed by the Superintendent to be within the area that the teacher is performing within the Lenox Public Schools.

4. M.A.+15  
   If the teacher has received a Master's Degree, automatically upon teacher satisfactorily earning fifteen (15) "approved academic credits" (exclusive of "approved academic credits" used to obtain a Master's Degree).

5. M.A.+30  
   If the teacher has received a Master's Degree, automatically upon teacher satisfactorily earning thirty (30) "approved academic credits" (exclusive of "approved academic credits" used to obtain a Master's Degree).

6. M.A.+45 / CAGS  
   If the teacher has received a Master's Degree, automatically upon teacher satisfactorily earning forty-five (45) "approved academic credits" (exclusive of "approved academic credits" used to obtain a Master's Degree).

7. M.A.+60  
   If the teacher has received a Master's Degree, automatically upon teacher satisfactorily earning sixty (60) "approved academic credits" (exclusive of "approved academic credits" used to obtain a Master's Degree).

G. Teachers whose duties require inter-school travel shall be paid at the per mile rate of the current IRS guideline for such travel (in arranging schedules, a reasonable effort will be made to limit inter-school travel).
H. Teachers may but need not accept appointments to those positions referred to in Exhibit C. All appointments shall be deemed to expire at the end of the work year next ensuing the date of the appointment unless the Superintendent in making such appointment shall indicate a different expiration date. A teacher may at any time request an appointment to any such position upon expiration of the then incumbent's term. Such request shall be in writing. The Superintendent shall post each position to be filled (unless the incumbent is to be reappointed to the position) for ten (10) calendar days upon one or more of the bulletin boards referred to in Article XII except that shorter notice may be utilized if in the judgment of the appointing administrator circumstances warrant a shorter notice.

If no qualified member of the unit described in Article I applies for appointment to a position described in Exhibit C, the Superintendent may appoint to such position an individual who is not a member of the unit. In determining the qualifications of a unit member for appointment to Exhibit C positions, the Superintendent may consider among other factors whether such unit member will be able to satisfactorily perform the duties of such position. If a member of the unit is so appointed, the member shall receive as compensation the amount determined in accordance with the provision of Exhibit C.

If the Superintendent expects to appoint an applicant from without the system, he/she shall at least five (5) calendar days prior to the date that he/she makes such recommendation, so advise, in writing, all applicants from within the system. The writing shall advise the teacher of the date that the Superintendent intends to make his appointment. Superintendent shall, upon request of applicant from within the system, meet and confer with such applicant. The teacher's request for a meeting and conference shall be in writing and shall be delivered to the Superintendent within the two (2) calendar days following the date of Superintendent's notice to the teacher. The teacher may have a representative of the Association present at such meeting. The decision of the Superintendent with respect to the appointment shall be final and binding and shall not be subject to grievance or arbitration. However, compliance with the procedural provisions of this paragraph shall be subject to grievance and arbitration.

Nothing in this agreement shall be construed as (1) requiring the Superintendent to fill any position referred to in Exhibit C, or (2) precluding the Superintendent from adding any other similar position or (3) requiring the Superintendent to reappoint members of the unit to the positions generally referred to in Exhibit C, or (4) defining the nature, extent and specifics of the duties and the positions generally referred to in Exhibit C, provided, however, that the nature, extent, and specifics shall not be changed during the term of the appointment except by agreement.

It is agreed that the satisfactory performance of those duties generally referred to in Exhibit C may entail work beyond the normal "work day" of a teacher.

A teacher shall not be removed from such positions prior to the expiration of the term of his/her appointment other than by mutual consent or for just cause.
ARTICLE XXI – EXPERIENCE FACTOR

A teacher who has completed one (1) year at Step 18 of the salary schedule shall receive in the following school year:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2019-2020</td>
<td>$1,000</td>
</tr>
<tr>
<td>2020-2021</td>
<td>$1,000</td>
</tr>
<tr>
<td>2021-2022</td>
<td>$1,000</td>
</tr>
</tbody>
</table>

This payment shall be considered regular compensation and will be subject to normal deductions, including retirement deductions.

ARTICLE XXII – STIPEND POSITIONS

A. Each stipend is derived by multiplying the salary listed in the BA column, step 1 of each contract year by the negotiated Index Rate. The negotiated Index Rate is based on a number of factors, including, but not limited to: number of students, time involved, number of meetings during the school year, length of meetings, travel requirements, etc.

For example: BA column, step 1 X .0167 (negotiated index rate) = Stipend Pay

B.

1. The Superintendent, School Committee, and the Administrative Team will decide each year which stipend positions will be funded. In the event that the School Committee provides for any or all of the following stipend positions and provided that any or all such positions are filled, the amount of the stipends shall be as indicated in paragraph 7 below.

2. Persons appointed to stipend positions are eligible for reappointment subject to satisfactory performance, as determined in annual performance evaluations. Stipend positions will be advertised and posted annually.

3. If a position is created which is not set forth in paragraph 9 below, the Superintendent may establish a temporary rate for such position and proceed to post and fill the position. The District and Association will meet to establish the final rate in accordance with the established Rate Index for like clubs, activities or coaching positions. Said agreement shall be reduced to writing in the form of a Memorandum of Agreement which will serve as an addendum to this contract.

4. Stipends and/or positions can only be shared upon recommendation of the Building Principal and/or Athletic Director with approval of the Superintendent, and once all paperwork has been completed.

5. Appointees to Exhibit B positions shall have the pay incorporated into the bi-weekly pay. Appointees to Exhibit C positions shall be paid a lump sum at the conclusion of the activity for the school year.
6. The Superintendent or his/her designee and the LEA President or his/her designee shall meet no later than October 31st of each year to review and update the list of stipend positions in Exhibits B and C. The parties shall rewrite these exhibits as necessary to accurately reflect the positions each year. The rewritten exhibits shall replace the current exhibits in the collective bargaining agreement.

7. All stipends indicated in the Exhibits are for the entire period of time that each activity requires, from the first day through the last day, including post-season experiences.

8. Each person appointed shall be required to complete an End of Year Assessment by May 15th, except coaches who shall be required to fill out the assessment as part of his/her end of season evaluation.

9. With the exception of Distributed Leadership, it is expected that responsibilities of these stipend positions are substantially fulfilled beyond the individual’s normal work day.

10. The rates for established positions are contained in Exhibits B and C of the collective bargaining agreement.

ARTICLE XXIII – INJURY IN THE COURSE OF EMPLOYMENT

A. Bargaining Unit Members who are injured in the course of employment receive coverage for salary and medical costs in accordance with the provisions of M.G.L., c. 152. Additionally, Bargaining Unit Members who are covered for worker’s compensation benefits may have deducted from their accumulated and unused sick leave an amount to bring their pay up to their full salary in accordance with M.G.L., c. 152, s. 69. In the event that the employee’s accumulated and unused sick leave has been exhausted, the employee will only receive the worker’s compensation payment. An employee on worker’s compensation leave cannot draw from a sick leave bank.

During the time period that the employee is receiving full salary under M.G.L., c. 152, s. 69 all checks issued to the employee by the worker’s compensation insurance carrier will be endorsed and turned over to the School so that the employee will not receive any payment in excess of the employee’s full salary.

B. If the illness or injury of a teacher comes within the purview of both this article and Article IX, it shall be deemed to come within the purview of this article, and such teacher shall not be paid any benefits pursuant to Article IX for such illness or injury, except as is provided in the preceding paragraph.

C. A teacher’s per diem rate is determined by dividing the salary provided for in Exhibit A by the number of days in the teacher’s work year.
ARTICLE XXIV – RETIREMENT ALLOWANCE

A. A teacher in the employ of the Committee for a period of ten (10) years or more who retires under the Massachusetts Retirement System while in the employ of the Committee who has attained the age of 55-years or has twenty (20) years of credited service in the Massachusetts Retirement System shall be paid upon such retirement a sum determined by multiplying such teacher’s accumulated days of sick leave at retirement including the teacher’s personal days added under Article X(A)(1)(b) by the applicable per diem retirement rate provided such teacher, except in the event of death, has completed his/her work assignment for the current school year. The per diem retirement rate is as follows:

<table>
<thead>
<tr>
<th>Accumulated Days of Sick Leave</th>
<th>Per Diem Retirement Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-100</td>
<td>$25.00</td>
</tr>
<tr>
<td>101-200</td>
<td>$30.00</td>
</tr>
<tr>
<td>201 and more</td>
<td>$35.00</td>
</tr>
</tbody>
</table>

Example: For a teacher with 225 days of accumulated sick leave, the allowance shall be computed as follows:

First 100 days x $25/day plus the next 100 days x $30/day plus remaining 25 days x $35/day for a total of $6,375.00.

B. Any teacher eligible to receive compensation under the preceding paragraph who submits on or before December 15 written notice that he/she will retire at the end of the school year, shall be paid the additional sum of $1,500 and thereafter to be paid in accordance with paragraph (c) immediately following. If a teacher notified the Committee after the December 15 date, the Committee will have the option of paying the retirement allowance up to nineteen (19) months after notification is received.

C. Amounts payable under this article shall be paid on the first regular pay date following the date of retirement. In the event of the death of a teacher eligible to receive compensation under paragraph A of this article, the amount payable under this article shall be paid to teacher’s spouse, or if none, to the estate of the deceased teacher.

D. Committee may, but need not, grant retirement benefits to any teacher not otherwise eligible for compensation under this article for such reason or reasons as shall seem appropriate to the Committee. The grant, denial, imposition of terms and imposition of conditions by the Committee with respect to the same shall be conclusive and shall not be subject to grievance or arbitration.

E. The number of accumulated days of sick leave accumulated when a teacher worked less than full time shall be prorated on the basis of such teacher’s full-time equivalency.
ARTICLE XXV – REDUCTION IN FORCE

A. If the Superintendent, notwithstanding anticipated retirements and attrition, contemplates a reduction in the number of professionals employed by the Committee and also concludes that such reduction is likely to result in the termination of the employment of one or more members of that unit described in Article I hereof serving as teachers with professional status, Superintendent shall implement such reduction in the following manner: The Principals involved shall recommend to the Superintendent the professionals to be laid off and in making such recommendation or recommendations, the Principals shall consider (a) the relative competency of members of the professional staff, and (b) the relative length of service of members of the professional staff and (c) the areas within which members of the professional staff are certified or may be certified, provided always that when the elements of sub-paragraph (a) and (c) are substantially equal, the length of service shall prevail. Notwithstanding the foregoing, in the event of a reduction in force of nurses, sub paragraph (c) above shall not apply and in lieu thereof the following shall apply: (c) the areas within which nurses are licensed and experienced within the school system.

B. Within ninety (90) days of the receipt of the said recommendations of the Principals, the Superintendent shall, subject to such constraints as may be imposed by law and the terms of this agreement, proceed to implement such reduction. Teachers who may be laid off under this article shall be notified in writing, no later than June 15 of the school year preceding the school year in which the reduction will take effect, of the Superintendent's intent to lay off the teacher. The decision of the Superintendent to lay off a teacher shall be final and shall not be subject to grievance or arbitration.

C. "Length of Service" (seniority) means a professional teacher's continuous length of service in the present school system measured in years, months, and days from the teacher's first day of employment as a teacher. Temporary leaves of absence shall not constitute a break in service.

D. Teachers who have been laid off in accordance with paragraphs 1 and 2 of this article shall be entitled to recall rights for a period of two (2) years from August 29 in the year of termination. During the recall period, teachers shall be notified by mail at their last address of record and given preference for open positions for which they are qualified by reason of certification and recent experience in the academic subject area(s), in the inverse order of their respective terminations under this article. Said teachers shall have twenty (20) calendar days or ten (10) teaching days, whichever shall be the shorter, to respond, in writing, to be eligible for the position. Accumulated sick leave benefits as well as seniority list placement to which a teacher was entitled at the time of the terminations shall be restored in full upon re-employment within the recall period. Nothing herein shall require the Superintendent to fill any open position for which notice has been sent or prevent the Superintendent from extending the time for receipt of written requests for appointment.
E. Teachers who have been laid off in accordance with paragraphs 1 and 2 of this article shall be given preference on the substitute list, if they so desire, for a period of two years.

F. Teachers who have been laid off in accordance with paragraphs 1 and 2 of this article may, if permitted by laws of the Commonwealth of Massachusetts, the terms and conditions of the pertinent insurance policy or policies and the Board of Selectmen of the Town of Lenox, continue their respective group life and health insurance coverage for the period of two years by remitting to the Town of Lenox the total premium costs for the same and complying with such other terms and conditions as the Board of Selectmen shall impose. Failure to pay such premium payments in accordance with a mutually agreed upon schedule, or to comply with the Board of Selectmen's terms and conditions, shall terminate this right.

G. The Superintendent will provide a seniority list of teachers, in writing, annually to the Association. The list will be available by October 1. Challenges to this list must be presented, in writing, to the Superintendent by October 15. If there are no challenges to the list by October 15, the list will stand for the work year involved. The parties agree, however, that either party may make corrections due to clerical errors.

H. Nothing herein shall be construed as pertaining to the exercise by Superintendent of his/her right to discharge or not renew the employment of teacher at will.

I. The Association shall be notified, in writing, of all layoffs and of all open positions during the recall period.
ARTICLE XXVI – GRIEVANCE PROCEDURE

Grievance Form Included - See Exhibit D

A. A "grievance" is a dispute concerning the interpretation or application of this Agreement or any amendment or supplement thereto. A grievance shall be deemed to have been waived if it shall not have been presented or pursued within those time limits herein set forth. The time limits may be extended by written agreement of the parties. It is desirable that the parties attempt to mutually discuss and resolve issues/grievances outside of the grievance procedure. Nothing in this article shall be construed as preventing these types of discussions and resolution of grievances outside of the procedure herein defined. However, during these discussions the timelines contained herein shall be adhered to unless mutually extended. Subject to the provisions hereinabove set forth, the Association has the right to participate in the processing of a grievance at any level in accordance with the terms hereof and both Committee and Association agree that only those individuals directly involved in the presentation or resolution of a grievance shall be permitted to be in attendance at conferences and hearings. Grievance and arbitration proceedings shall be held in private to the extent that the law so permits.

When necessary to investigate a grievance during the school day, one Association representative will be given release time upon request made of the Department Chair, head teacher or building Principal. Every effort will be made to conduct such inquiries after school or on non-teaching time. The Association agrees that this privilege shall not be abused.

B. All time limits herein shall consist of consecutive calendar days exclusive of legal holidays, Saturdays and Sundays. Grievable matters which occur after the close of the work year and before the commencement of the next work year shall be filed within 15 days of the commencement of the next work year unless the grievant or the Association had actual knowledge of those acts or omissions upon which the grievance is premised, in which event the provisions of Article XXVI C., Level One (1) shall apply.

C. Grievance Levels and Procedures:

   The four grievance levels are:
   Level One  (1) Principal / Director of Student Services
   Level Two  (2) Superintendent
   Level Three (3) School Committee
   Level Four  (4) Arbitration

   The grievance levels are to be pursued in the following sequence and in the manner hereinafter described.
Level One (1):
A teacher desiring to present a grievance must, within fifteen (15) days immediately after the day of the occurrence of those acts or omissions upon which the grievance is premised, present the grievance in writing to his/her Principal or to the Director of Student Services, if applicable. The Principal or the Director of Student Services shall respond in writing within five (5) calendar days after the day of presentation. Failure to so respond in writing within the five (5) days shall be considered a denial of the grievance by the Principal/ Director of Student Services. If a grievance is denied, or no response is made by the Principal or Director of Student Services within fifteen (15) days of filing, the grievant may pursue it to a second level of Administration (Superintendent); however, the appeal must be made within ten (10) days of the denial or when the response deadline is met.

Level Two (2):
If the teacher wishes to further pursue the grievance, the teacher must present the grievance in writing to the Superintendent of Schools within either those five (5) calendar days following the date that the grievance was considered to have been denied because of the failure of the Principal/ Director of Student Services to respond or within those five (5) calendar days following the date that the response of the Principal/ Director of Student Services was submitted to teacher. The Superintendent shall respond to the grievance in writing within ten (10) calendar days after the presentation of the grievance. Failure to so respond in writing within the ten (10) days shall be considered to be a denial of the grievance by the Superintendent. If a grievance appeal is denied, or no response is made by the Superintendent within ten (10) days of the appeal filing, the grievant may pursue it to a third level of Administration (School Committee); however, further appeal must be made within ten (10) days of the denial or when the response deadline is met.

Level Three (3):
If the teacher wishes to further pursue the grievance, the teacher must present the grievance in writing to the School Committee within those ten (10) days following the date that the grievance was considered to have been denied because of the failure of the Superintendent to respond or within those ten (10) days following the date that the response of the Superintendent was submitted to teacher. The School Committee shall schedule the grievance hearing for their next regularly scheduled meeting unless the grievance was presented less than seven (7) days before their meeting. In this instance the hearing will be placed on the agenda of the next following School Committee meeting. The School Committee shall respond to the grievance in writing within ten (10) days of the presentation of the grievance at the School Committee meeting. Failure to so respond within ten (10) days shall be considered to be a denial of the grievance. If a grievance appeal is again denied, or no response is made by the School Committee within ten (10) days of the appeal filing, the Association may request arbitration; however, the request for arbitration must be made within fifteen (15) days of the denial or when the response deadline is met.
Level Four (4):
The Association may, but need not, submit the grievance to arbitration. The submission to arbitration must be made within fifteen (15) days immediately following the date of the School Committee's response or within fifteen (15) days of the date that the grievance was considered to have been denied. A copy of the submission to arbitration shall be promptly delivered to the Committee.

D. A teacher may pursue a grievance through Level Three and have such grievance heard without intervention by the exclusive representative of the teacher organization representing said teacher, provided that the exclusive representative is afforded the opportunity to be present at all proceedings and that any adjustment made shall not be inconsistent with the terms of this Agreement.

E. The following general provisions shall pertain to arbitration:

1. Within ten (10) days after written notice has been given to the Committee that a grievance is to be submitted to arbitration, in accordance with the provisions hereinabove set forth, the Association will request a list of arbitrators from the American Arbitration Association. The parties will be bound by the rules and procedures of the American Arbitration Association.

2. The cost of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses shall be borne equally by the Committee and the Association.

3. The arbitrator will confer with representatives of the Committee and the Association and hold hearings and will issue his/her decision as soon as possible. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on issues submitted. The decision of the arbitrator, other than the arbitrability of the issues involved, shall be final and binding upon the parties except that the arbitrator shall make no decision which alters, amends, adds to or detracts from this Agreement, or which recommends a right or relief for any period of time prior to the effective date of this Agreement, or which modifies or abridges the rights and prerogatives of the Committee as set forth in this Agreement or as set forth in any provisions of law or which is contrary to any pertinent provision of law.

4. The following shall be granted leave with pay to attend an arbitration hearing: (a) grievant; (b) two (2) Association representatives; (c) witnesses shall return to their duties after completion of their testimony. Written identification of those to be granted leave shall be delivered to the Superintendent not less than seven (7) days prior to the date of hearing.
F. The Committee and the Administration will cooperate with the Association in the investigation of any grievance by making available to the Association all recorded information in the possession of the Committee which is within the public domain, to the extent so requested by the Association.

G. All documents, communication and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

H. The submission of any grievance to arbitration shall constitute a waiver of all other rights and remedies which the said teacher or Association may have with respect to the matter submitted to said arbitration.

I. No reprisals will be taken by the Committee or the School Administration against any teacher participating in the presentation of a grievance in accordance with the provisions of this Agreement.

J. If a grievance affects a group or class of teachers, the Association as well as the teacher may submit such grievance at Level Two.

Grievance Form Included - See Exhibit D
ARTICLE XXVII – DURATION

This Agreement shall be effective as of September 1, 2019 and shall remain in full force and effect through August 31, 2022. The parties agree that on or before November 1, 2021, the parties will commence negotiations for a successor agreement.

IN WITNESS WHEREOF, we have affixed our hands this _______ day of ____________, 2019.

SCHOOL COMMITTEE FOR THE INHABITANTS OF THE TOWN OF LENOX

________________________________________  By ________________________________
Date of Signature                           Robert Vaughan, School Committee

LENOX EDUCATION ASSOCIATION

________________________________________  By ________________________________
Date of Signature                           Paul Mays, Lenox Education Association
EXHIBIT A – SALARY SCHEDULES

2019-2020: 1st pay of the teacher contract year. 1.5% increase to all steps and columns.

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<td>78,530</td>
<td>81,279</td>
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<td>90,115</td>
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### EXHIBIT B – DISTRIBUTED LEADERSHIP POSITIONS AND SALARIES

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<th>DISTRIBUTED LEADERSHIP POSITIONS</th>
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<th>2020-2021</th>
<th>2021-2022</th>
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<tbody>
<tr>
<td>Head Teacher – Morris</td>
<td>4,040</td>
<td>4,121</td>
<td>4,204</td>
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<td>Department Chair – LMMHS (up to 8 positions)</td>
<td>4,040</td>
<td>4,121</td>
<td>4,204</td>
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<tr>
<td>Educational Team Leader (SPED)</td>
<td>4,040</td>
<td>4,121</td>
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<td>Mid-School Team Leaders (Grades 6,7,8)</td>
<td>2,886</td>
<td>2,944</td>
<td>3,003</td>
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<tr>
<td>9th Grade Team Leader</td>
<td>1,244</td>
<td>1,269</td>
<td>1,294</td>
<td>0.0291</td>
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<td>Mentor Coordinator</td>
<td>1,244</td>
<td>1,269</td>
<td>1,294</td>
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<td>Athletic Director</td>
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<td>12,472</td>
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<td>K-5 Data Coaches (2)</td>
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<td>2,802</td>
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<td>6-8 Data Coaches (2)</td>
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<td>1,374</td>
<td>1,401</td>
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<td>Business Partners (2)</td>
<td>714</td>
<td>728</td>
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<tr>
<td>Drug Free Schools Coordinator</td>
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<td>1,269</td>
<td>1,294</td>
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</tr>
<tr>
<td>Library Department Representative</td>
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### EXHIBIT C – EXTRA-CURRICULAR ACTIVITIES AND COACHES

<table>
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<td><strong>LMMHS ADVISORS</strong></td>
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<td>Chess</td>
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<td>Evergreen</td>
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<td>Mountain Bike Club</td>
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<td>Mid-school Outing</td>
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<td>SAVE</td>
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<tr>
<td>Student Relief</td>
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<td>Investment Club</td>
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<td>Ultimate Frisbee</td>
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<td>Girl Empowerment Matters</td>
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<tr>
<td><strong>ADVISOR CLASS</strong></td>
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<tr>
<td>Class Advisors Gr 6-8 (1 per grade)</td>
<td>714</td>
<td>728</td>
<td>743</td>
<td>0.0167</td>
</tr>
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Page 51 of 80
| Class Advisors Gr 9-10 (1 per grade) | 714 | 728 | 743 | 0.0167 |
| Class Advisors Gr 11-12 (2 per grade) | 1,244 | 1,269 | 1,294 | 0.0291 |

<table>
<thead>
<tr>
<th>ADVISOR LANGUAGE</th>
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<tbody>
<tr>
<td>High School French*</td>
</tr>
<tr>
<td>High School Spanish*</td>
</tr>
<tr>
<td>High School Latin*</td>
</tr>
<tr>
<td>Mid-school French</td>
</tr>
<tr>
<td>Mid-school Spanish</td>
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<table>
<thead>
<tr>
<th>ADVISOR LEADERSHIP</th>
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</thead>
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<tr>
<td>High School Student Council</td>
</tr>
<tr>
<td>Mid-school Student Council</td>
</tr>
<tr>
<td>Mid-school Peer Leadership</td>
</tr>
<tr>
<td>National Art Honor Society</td>
</tr>
<tr>
<td>National Honor Society</td>
</tr>
<tr>
<td>Peer Education</td>
</tr>
<tr>
<td>Peer Tutoring</td>
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<tr>
<td>Anti-Defamation League Advisor(s)</td>
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<table>
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<th>ADVISOR PUBLICATION</th>
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<tr>
<td>Cacophony &amp; Murmurs</td>
</tr>
<tr>
<td>Mid-school Creative Writing</td>
</tr>
<tr>
<td>Mid-school Grade 6</td>
</tr>
<tr>
<td>Mid-school Yearbook</td>
</tr>
<tr>
<td>High School Newspaper</td>
</tr>
<tr>
<td>Sequence</td>
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<td>High School Yearbook</td>
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<td>Math Club</td>
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<tr>
<td>Mock Trial</td>
</tr>
<tr>
<td>As Schools Match Wits</td>
</tr>
<tr>
<td>Quiz Team</td>
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<td>Robotics</td>
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<td>Model UN</td>
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## INSTRUCTIONAL

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<td>$30/hr</td>
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<td>Mid-school Art</td>
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<td>728</td>
<td>743</td>
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<tr>
<td>Photography</td>
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<td>Band Director</td>
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<td>3,603</td>
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<td>Dance Club</td>
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<td>728</td>
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<tr>
<td>Mid-school Science</td>
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<td>0.0167</td>
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<td>Cooking</td>
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<td>743</td>
<td>0.0167</td>
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<td>Spanish Guitar</td>
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<td>Open Stage</td>
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<td>1,269</td>
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<td>1,294</td>
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## PROFESSIONAL

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<td>2,944</td>
<td>3,003</td>
<td>0.0675</td>
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<tr>
<td>High School Musical Assistant Director</td>
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<td>1,269</td>
<td>1,294</td>
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<td>Musical Music</td>
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<td>1,269</td>
<td>1,294</td>
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<td>Middle School Musical Director</td>
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<td>1,294</td>
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<td>1,294</td>
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## SUPERVISOR

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<td>Weight Room Winter</td>
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<td>Position</td>
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<td>2020-2021</td>
<td>2021-2022</td>
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<td>--------------------------------</td>
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<tr>
<td><strong>SPORT</strong></td>
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</tr>
<tr>
<td>Soccer Varsity</td>
<td>3,694</td>
<td>3,768</td>
<td>3,843</td>
<td>0.0864</td>
</tr>
<tr>
<td>Soccer JV</td>
<td>2,886</td>
<td>2,944</td>
<td>3,003</td>
<td>0.0675</td>
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<tr>
<td>Soccer Assistant</td>
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<td>2,590</td>
<td>2,642</td>
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<tr>
<td>Cross Country Running Varsity</td>
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<td>3,768</td>
<td>3,843</td>
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<td>Cross Country Running Assistant</td>
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<td>2,590</td>
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<td>Volleyball Varsity</td>
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<td>Volleyball JV</td>
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<td>Fall Crew Varsity</td>
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<td>Fall Crew Assistant</td>
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<td>Golf Varsity</td>
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<td>3,768</td>
<td>3,843</td>
<td>0.0864</td>
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<td>Golf Assistant</td>
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<td>2,590</td>
<td>2,642</td>
<td>0.0594</td>
</tr>
<tr>
<td>Basketball Varsity</td>
<td>3,694</td>
<td>3,768</td>
<td>3,843</td>
<td>0.0864</td>
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<tr>
<td>Basketball JV</td>
<td>2,886</td>
<td>2,944</td>
<td>3,003</td>
<td>0.0675</td>
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</tbody>
</table>

*These advisor stipends will receive a double stipend if taking trips for a week or longer and supervising students.*
| Sport                  | Varsity 1 | Varsity 2 | Varsity 3 | Hours  
|-----------------------|-----------|-----------|-----------|--------
| Skiing Alpine Varsity | 3,694     | 3,768     | 3,843     | 0.0864 |
| Skiing Alpine Assistant | 2,540    | 2,590     | 2,642     | 0.0594 |
| Skiing Nordic Varsity | 3,694     | 3,768     | 3,843     | 0.0864 |
| Skiing Nordic Assistant | 2,540   | 2,590     | 2,642     | 0.0594 |
| Baseball Varsity      | 3,694     | 3,768     | 3,843     | 0.0864 |
| Baseball JV           | 2,886     | 2,944     | 3,003     | 0.0675 |
| Baseball Assistant    | 2,540     | 2,590     | 2,642     | 0.0594 |
| Softball Varsity      | 3,694     | 3,768     | 3,843     | 0.0864 |
| Softball Assistant    | 2,540     | 2,590     | 2,642     | 0.0594 |
| Tennis Varsity        | 3,694     | 3,768     | 3,843     | 0.0864 |
| Track Varsity         | 3,694     | 3,768     | 3,843     | 0.0864 |
| Track Assistant       | 2,540     | 2,590     | 2,642     | 0.0594 |
| Spring Crew           | 3,694     | 3,768     | 3,843     | 0.0864 |
| Spring Crew Assistant | 2,540     | 2,590     | 2,642     | 0.0594 |
| MORRIS                |           |           |           |        |
| Intramural Director   | 3,694     | 3,768     | 3,843     | 0.0864 |
| Intramural Assistant  | 2,540     | 2,590     | 2,642     | 0.0594 |
EXHIBIT D – GRIEVANCE FORMS

LENOX PUBLIC SCHOOLS

GRIEVANCE FORM

GRIEVANCE #: __________________________ DATE OF EVENT: ____________

BARGAINING UNIT: Unit A (Teachers) DATE FILED: ________________

NAME OF GRIEVANT(S): __________________________ POSITION: ________________

LEVEL I: This grievance must be filed within fifteen (15) days of the event.

SECTIONS OF THE CONTRACT ALLEGEDLY VIOLATED:
The Association contends that the terms and conditions on the Contract have been both generally and specifically violated, in particular:

SUMMARY OF GRIEVANCE

REMEDY REQUESTED

Grievant(s) Signature Date

**DISPOSITION**

EMPLOYER

EMPLOYEE

LEVEL I

EMPLOYER’S DISPOSITION ACCEPTED:

YES______ NO______

Principal Date Received Response Date Employee Representative

Mode of Delivery: __________________________

*If a grievance is denied, or no response is made by Administration within fifteen (15) days of filing, the grievant may pursue it to a second level of Administration; however, the appeal must be made within ten (10) days of the denial or when the response deadline is met. (Please refer to the most recent LEA-LSC Contract Agreement for a description of the complete grievance procedures.)
LEVEL 2

EMPLOYER'S DISPOSITION

ACCEPTED: YES____ NO____

COMMENTS:

______________________________

Superintendent Date Received    Response Date    Employee Representative

Mode of Delivery: ________________________________

*If a grievance appeal is denied, or no response is made by Administration within ten (10) days of the appeal filing, the grievant may pursue it to a third level of Administration; however, further appeal must be made within ten (10) days of the denial or when the response deadline is met. (Please refer to the most recent LEA-LSC Contract Agreement for a description of the complete grievance procedures.)

LEVEL 3

COMMITTEE'S DISPOSITION

ACCEPTED: YES: _____ NO: _____

COMMENTS:

______________________________

LSC Chair Date Received    Response Date    Employee Representative

Mode of Delivery: ________________________________

*If a grievance appeal is again denied, or no response is made by the School Committee within ten (10) days of the appeal filing, the association may request arbitration; however, the request for arbitration must be made within fifteen (15) days of the denial or when the response deadline is met. (Please refer to the most recent LEA-LSC Contract Agreement for a description of the complete grievance procedures.)

DEMAND FOR ARBITRATION Filed ON: ________________________________

DATE OF ARBITRATION HEARING: __________________

ARBITRATION CASE #: __________

ARBITRATOR CHOSEN: ____________________________________________
EXHIBIT E – EMPLOYEE EVALUATION

The Lenox Education Association and the Lenox School Committee are mutually committed to a rigorous, educationally sound and professionally supportive supervision and evaluation process that meets the standards established in Chapter 71, Section 38 of the Massachusetts General Laws and whose primary function is the enhancement of instruction and increased student achievement. The Lenox Education Association and the Lenox School Committee share a commitment to establishing a common core of instructional standards and expectations. The district will provide professional development offerings for teachers and Administration that will support this commitment. Both parties to this contract agree that the supervision and evaluation system will be reviewed and where required revised during the first year of this contract. A joint committee consisting of representatives from the Lenox Education Association, Lenox School Committee and school district Administration will develop recommendations for revisions that the committee feels are necessary to insure that the evaluation process will meet the goals of enhancing instruction and improving student achievement. The committee will submit its recommendations to the Lenox School Committee and Lenox Education Association for approval and ratification.

Following the review and revision process a joint committee consisting of representatives from the School Committee, the Administration and the Lenox Education Association shall review the Lenox Teacher Evaluation process during the second and third years of this agreement and make recommendations as to such revisions that may be advisable to promote enhanced instruction with the goal of increased student achievement and to comply with state law.
### Lenox Unit A Educator Evaluation System

#### Table of Contents

1. Rights of the Parties
2. Purpose of Educator Evaluation
3. Definitions
4. Evidence Used in Evaluation
5. Rubric
6. Evaluation Cycle: Training
7. Evaluation Cycle: Annual Orientation
8. Evaluation Cycle: Self-Assessment
9. Evaluation Cycle: Goal Setting and Educator Plan Development
10. Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS
11. Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS
12. Observations
13. Evaluation Cycle: Formative Assessment
15. Evaluation Cycle: Summative Evaluation
16. Educator Plans: General
17. Educator Plans: Developing Educator Plan
18. Educator Plans: Self-Directed Growth Plan
19. Educator Plans: Directed Growth Plan
20. Educator Plans: Improvement Plan
21. Timelines
22. Career Advancement
23. Rating Impact on Student Learning Growth
24. Using Student feedback in Educator Evaluation
Using Staff feedback in Educator Evaluation

Transition from Existing Evaluation System

General Provisions

1) Rights of the Parties

If regulatory changes or guidance from DESE are intended to be subject to collective bargaining, neither party shall be deemed to have waived their bargaining rights.

2) Purpose of Educator Evaluation

A) This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.

B) The regulatory purposes of evaluation are:

i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);

ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);

iii) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and

iv) To assure effective teaching and administrative leadership, 35.01(3).

3) Definitions (* indicates definition is generally based on 603 CMR 35.02)

A) *Artifacts of Professional Practice*: Products of an Educator’s work and student work samples that demonstrate the Educator’s knowledge and skills with respect to specific performance standards.

B) **Assessment of Student Learning, Growth and Achievement**: any demonstration of student knowledge and skill attainment, which may include but are not limited to, informal checks of student understanding, running records, demonstrations of knowledge and/or skills, presentations, performances, projects, experiments, tests, quizzes, reports, essays, portfolios, or multi-stage performance tasks, internships, service learning projects, district and state determined measures (when implemented by the State).

C) **Caseload Educator**: Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
D) **Classroom teacher**: Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.

E) **Categories of Evidence**: Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).

F) **District-determined Measures**: Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. The parties will meet to discuss district determined measures when guidance is released by the State. If DESE releases new regulations or guidelines concerning District Determined Measures that are intended to be subject to collective bargaining, than neither party waives their bargaining rights.

G) **Educator(s)**: Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.

H) **Educator Plan**: The growth or improvement actions identified as part of each Educator’s evaluation. The type of plan is determined by the Educator’s career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:

   i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.

   ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.

   iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less, but not less than sixty (60) school days, for Educators with PTS who are rated needs improvement.

   iv) **Improvement Plan** shall mean a plan developed by the Evaluator of a time period sufficient to achieve the goals outlined in the improvement plan of at least thirty (30) school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator’s unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.

I) **ESE**: The Massachusetts Department of Elementary and Secondary Education.

J) **Evaluation**: The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the “formative
evaluation” and “formative assessment”) and to assess total job effectiveness and make personnel decisions (the “summative evaluation”).

K) *Evaluator:* Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation and shall have the statutorily defined administrative certification at the appropriate grade level. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.

i) **Primary Evaluator** shall be the person who determines the Educator’s performance ratings and evaluation.

ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator’s progress through formative assessments, evaluating the Educator’s progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.

iii) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.

iv) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.

L) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.

M) *Experienced Educator:* An educator with Professional Teacher Status (PTS).

N) *Family:* Includes students’ parents, legal guardians, foster parents, or primary caregivers.

O) *Formative Assessment:* The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.

P) *Formative Evaluation:* An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.

Q) *Goal:* A specific, actionable, and measurable area of improvement as set forth in an Educator’s plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified
improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.

R) **Measurable**: That which can be classified or estimated in relation to a scale, rubric, or standards.

S) **Multiple Measures of Student Learning**: Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.

T) **Observation**: A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration, but not less than five (5) minutes, by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.

U) **Parties**: The parties to this agreement are the Lenox School Committee and the Lenox Education Association.

V) **Performance Rating**: Describes the Educator’s performance on each performance standard and overall. There shall be four performance ratings:

- **Exemplary**: the Educator’s performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.

- **Proficient**: the Educator’s performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.

- **Needs Improvement**: the Educator’s performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.

- **Unsatisfactory**: the Educator’s performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator’s performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.

W) **Performance Standards**: Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
X) *Professional Teacher Status*: PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.

Y) **Rating of Educator Impact on Student Learning**: A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures.

Z) **Rating of Overall Educator Performance**: The Educator’s overall performance rating is based on the Evaluator’s professional judgment and examination of evidence of the Educator’s performance against the four Performance Standards and the Educator’s attainment of goals set forth in the Educator Plan, as follows:

i) Standard 1: Curriculum, Planning and Assessment

ii) Standard 2: Teaching All Students

iii) Standard 3: Family and Community Engagement

iv) Standard 4: Professional Culture

v) Attainment of Professional Practice Goal(s)

vi) Attainment of Student Learning Goal(s)

AA) *Rubric*: A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:

i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03

ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03

iii) Elements: Defines the individual components under each indicator

iv) Descriptors: Describes practice at four levels of performance for each element

BB) *Summative Evaluation*: An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator’s judgments of the Educator’s performance against Performance Standards and the Educator’s attainment of goals set forth in the Educator’s Plan.

CC) *Superintendent*: The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.

DD) *Teacher*: An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.

EE) *Trends in student learning*: At least two years of data, but when available 3 years of data, from the district-determined measures and state assessments used in determining the Educator’s rating on impact on student learning as high, moderate or low.
4) **Evidence Used In Evaluation**

The following categories of evidence shall be used in evaluating each Educator:

A) Multiple measures of student learning, growth, and achievement, which shall include:

i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;

ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.

iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.

iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator’s contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator’s role and responsibility.

B) Judgments based on observations and artifacts of practice including:

i) Unannounced observations of practice of any duration, but at least five (5) minutes.

ii) Announced observations(s) for Educators.

iii) Examination of Educator work products.

iv) Examination of student work samples.

C) Evidence relevant to one or more Performance Standards, including but not limited to:

i) Evidence compiled and presented by the Educator, including:

   (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;

   (b) Evidence of active outreach to and engagement with families;

ii) Evidence of progress towards professional practice goal(s);

iii) Evidence of progress toward student learning outcomes goal(s).

iv) Student and Staff Feedback – see # 23-24, below; and
v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

5) **Rubric**

The rubrics are a scoring tool used for the Educator’s self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The parties agree that the rubrics developed by The Massachusetts Department of Elementary and Secondary Education attached to this agreement shall be used.

6) **Evaluation Cycle: Training**

A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.

B) By November 1st of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE.

7) **Evaluation Cycle: Annual Orientation**

A) At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:

   i) Provide an overview of the evaluation process, including goal setting and the educator plans.

   ii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.

   iii) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.

8) **Evaluation Cycle: Self-Assessment**

A) Completing the Self-Assessment

i) The evaluation cycle begins with the Educator completing the self-assessment by October 1st, or within four weeks of the start of their employment at the school.
ii) The self-assessment includes:

(a) An analysis of evidence of student learning, growth and achievement for students under the Educator’s responsibility.

(b) An assessment of practice against each of the four Performance Standards of effective practice using the district’s rubric.

(c) Proposed goals to pursue:
   
   (a) At least one goal directly related to improving the Educator’s own professional practice.
   
   (b) At least one goal directed related to improving student learning.

B) Proposing the goals

i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings. Educators will have available access to assessment data and training.

ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within four weeks of the Educator’s first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.

iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.

iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.

v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

9) Evaluation Cycle: Goal Setting and Development of the Educator Plan

A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 16-20 for more on Educator Plans.
B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator’s self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator’s impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #23, below.

C) Educator Plan Development Meetings shall be conducted as follows:

i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.

ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six (6) weeks of the start of their assignment in that school.

iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.

D) The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within five (5) school days of its receipt and may include a written response. The Educator’s signature indicates receipt of the Educator Plan and does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator’s Plan. If the Educator Plan is not signed by the Educator within five (5) school days, the Plan will automatically be placed in the Educator’s personnel file.

10) Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS

A) Minimum number of observations

i) The Educator shall have at least two (2) announced observation during the school year using the protocol described in section 12B, below.

ii) The Educator shall have at least two (2) unannounced observations during the school year.

B) Timing of observations

i) The first announced and unannounced observation should be completed by January 15th.

ii) The minimum required observations in Section 10A should be completed by June 1st. The Evaluator may conduct additional observations after this date.
11) Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS

A) The Educator whose overall rating is proficient or exemplary must have at least one (1) unannounced observation during the evaluation cycle. In addition, there will be one (1) announced observation during the evaluation cycle.

B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan.

C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan.

D) For Evaluators on a 1 year Self Directed Growth Plan, Directed Growth Plan, or Improvement Plan, the first required observation should take place by January 15. All required observations for such plans should take place by June 1st. The Evaluator may conduct additional observations after this date.

E) For Educators on a two year Self Directed evaluation cycle, the first required observation should take place by June 1st of the first year of the evaluation cycle. All required observations should be conducted by June 1st of the second year of the evaluation cycle. The Evaluator may conduct additional observations after this date.

12) Observations

The Evaluator is not required nor expected to review all the indicators in a rubric during an observation.

A) Unannounced Observations

i) Unannounced observations may be in the form of partial or full-period classroom visitations of any duration, but not less than five (5) minutes.

ii) Within 24 hours of an unannounced observation the Evaluator shall provide dated written notification to the Educator that he/she has conducted an unannounced observation. The Educator will be provided with at least brief written feedback from the Evaluator within five (5) school days of the observation. The written feedback shall be delivered to the Educator in person, or placed in the Educator’s mailbox.

iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one announced observation of at least thirty (30) minutes in duration within thirty (30) school days.

B) Announced Observations

i) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
The Announced observation shall be at least thirty (30) minutes in duration.

Within five (5) school days of the scheduled observation the Evaluator and Educator shall meet for a pre-observation conference, unless the Educator informs the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance.

(a) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.

(b) If either party is unable to attend the scheduled observation, the party unable to attend will notify the other party as soon as possible. The observation will be rescheduled as soon as reasonably practical.

Within five (5) school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.

The Evaluator shall provide the Educator with signed and dated written feedback within five (5) school days of the post-observation conference. The written feedback will be delivered face-to-face, or to the Educator’s school mailbox. For any standard where the Educator’s practice was found to be unsatisfactory or needs improvement, the feedback must:

(a) Describe the basis for the Evaluator’s judgment.

(b) Describe actions the Educator should take to improve his/her performance.

(c) Identify support and/or resources the Educator may use in his/her improvement.

(d) State that the Educator is responsible for addressing the need for improvement.

Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one announced observation of at least thirty (30) minutes in duration within thirty (30) school days.

13) Evaluation Cycle: Formative Assessment

A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators will give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.

B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle, when a Formative Assessment report is completed by the Evaluator. The Formative Assessment report should occur by February 1st. For an
Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.

C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both.

D) No less than ten (10) school days before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator’s performances against the four Performance Standards.

E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report, to be completed on or before February 15.

F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face or to the Educator’s school mailbox.

G) The Educator may reply in writing to the Formative Assessment report within five (5) school days of receiving the report.

H) The Educator shall sign the Formative Assessment report within five (5) school days of receiving the report. The signature indicates receipt of the Formative Assessment. The signature does not indicate agreement or disagreement with its contents. If the Formative Assessment is not signed by the Educator the Formative Assessment will automatically be place in the Educator’s personnel file.

I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.

J) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

14) **Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only**

A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator’s performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.

B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
C) No less than ten (10) school days before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator’s performance against the four Performance Standards.

D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face or to the Educator’s school mailbox.

E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.

F) The Educator may reply in writing to the Formative Evaluation report within five (5) school days of receiving the report.

G) The Educator shall sign the Formative Evaluation report by within five (5) school days of receiving the report. The signature indicates receipt of the Formative Evaluation Report. The signature does not indicate agreement or disagreement with its contents. If the Formative Evaluation report is not signed by the Educator the Formative Evaluation report will automatically be place in the Educator’s personnel file.

H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.

I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

15) Evaluation Cycle: Summative Evaluation

A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by June 1st.

B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator’s professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.

C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.

D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator’s supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator’s rating. In cases where the superintendent serves as the primary evaluator, the superintendent’s decision on the rating shall not be subject to review.

E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.

No less than twenty (20) school days before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.

The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.

The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face or to the Educator's school mailbox no later than June 1st.

The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur within ten (10) school days after receipt of the signed copy of the Summative Evaluation.

The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.

Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.

The Educator shall sign the final Summative Evaluation report with five (5) school days. The Educator's signature indicates receipt of the Summative Evaluation. The signature does not indicate agreement or disagreement with its contents. If the Summative Evaluation is not signed by the Educator, the Summative Evaluation will automatically be placed in the Educator's personnel file.

The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report. The Educator's response must be submitted within ten (10) school days of receipt of the report.

Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.

The Educator Plan shall include, but is not limited to:

i) At least one goal related to improvement of practice tied to one or more Performance Standards;

Educator Plans – General

A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.

B) The Educator Plan shall include, but is not limited to:

i) At least one goal related to improvement of practice tied to one or more Performance Standards;
ii) At least one goal for the improvement the learning, growth and achievement of the students under the Educator’s responsibility;

iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.

C) It is the Educator’s responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

17) **Educator Plans: Developing Educator Plan**

A) The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments (grade level, subject, etc.).

B) The Educator shall be evaluated at least annually.

18) **Educator Plans: Self-Directed Growth Plan**

A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2017-2018 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.

B) A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2017-2018 whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

19) **Educator Plans: Directed Growth Plan**

A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.

B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.

C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June 1st.

D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.

E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.
A Directed Growth plan shall be for one school year or less, but not less than sixty (60) school days.

20) Educator Plans: Improvement Plan

A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.

B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of a time period sufficient to achieve the goals outlined in the improvement plan, but no fewer than thirty (30) school days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.

C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.

D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.

E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.

F) The Improvement Plan process shall include:

i) Within ten (10) school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. Following the improvement plan discussion, the Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.

ii) The Educator may request that a representative of the Lenox Education Association attend the meeting(s).

iii) If the Educator consents, the Lenox Education Association will be informed that an Educator has been placed on an Improvement Plan.

G) The Improvement Plan shall:

i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;

ii) Describe the activities and work products the Educator must complete as a means of improving performance;

iii) Describe the assistance that the district will make available to the Educator;
iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;

v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);

vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,

vii) Include the signatures of the Educator and Supervising Evaluator.

H) A copy of the signed Plan shall be provided to the Educator. The Educator’s signature indicates receipt of the Improvement Plan. The signature does not indicate agreement or disagreement with its contents. If the Improvement Plan is not signed by the Educator within five (5) school days the Plan will automatically be placed in the Educator’s personnel file.

I) Decision on the Educator’s status at the conclusion of the Improvement Plan.

i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:

   (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.

   (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.

   (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

   (d) If the Evaluator determines that the Educator’s practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
21. **Timelines (Dates in italics are provided as guidance)**

<table>
<thead>
<tr>
<th>Activity:</th>
<th>Completed By:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Superintendent, principal or designee meets with evaluators and educators to explain evaluation process</td>
<td>Annually</td>
</tr>
<tr>
<td>Evaluator meets with first-year educators to assist in self-assessment and goal setting process, Educator submits self-assessment and proposed goals</td>
<td>October 1</td>
</tr>
<tr>
<td>Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)</td>
<td>October 15</td>
</tr>
<tr>
<td>Evaluator completes Educator Plans</td>
<td>November 1</td>
</tr>
<tr>
<td>Evaluator should complete first announced and unannounced observation for Non-PTS Educator</td>
<td>January 15</td>
</tr>
<tr>
<td>Educator submits evidence and artifacts regarding progress on goals (and other standards if desired).</td>
<td>10 school days prior to the Formative Assessment Report Date</td>
</tr>
<tr>
<td>Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans</td>
<td>February 1</td>
</tr>
<tr>
<td>Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator</td>
<td>February 15</td>
</tr>
<tr>
<td>Educator submits evidence and artifacts regarding progress on goals (other standards if desired).</td>
<td>20 school days prior to the Summative Evaluation Report Date</td>
</tr>
<tr>
<td>Evaluator completes Summative Evaluation Report</td>
<td>June 1</td>
</tr>
<tr>
<td>All required evaluations shall be completed in a one year plan</td>
<td>June 1</td>
</tr>
<tr>
<td>All determinations of plans for Educators on Improvement Plan</td>
<td>June 1</td>
</tr>
<tr>
<td>Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory</td>
<td>June 1</td>
</tr>
</tbody>
</table>
(Optional) Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator | June 10*
---|---
Educator signs Summative Evaluation Report | Within five (5) school days of receipt of the Report
Educator responds in writing to the Summative Evaluation | Within ten (10) school days of receipt of the Report

### A) Educators with PTS on Two Year Plans

<table>
<thead>
<tr>
<th>Activity:</th>
<th>Completed By:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evaluator completes first unannounced or unannounced observation</td>
<td>June 1&lt;sup&gt;st&lt;/sup&gt; of the first year of the 2 year evaluation cycle</td>
</tr>
<tr>
<td>Evaluator completes Formative Evaluation Report</td>
<td>June 1 of Year 1</td>
</tr>
<tr>
<td>Evaluator conducts Formative Evaluation Meeting, if any</td>
<td>June 1 of Year 1</td>
</tr>
<tr>
<td>Evaluator completes Summative Evaluation Report</td>
<td>June 1 of Year 2</td>
</tr>
<tr>
<td>Evaluator conducts Summative Evaluation Meeting, if any</td>
<td>June 10 of Year 2</td>
</tr>
<tr>
<td>Evaluator and Educator sign Summative Evaluation Report</td>
<td>June 15 of Year 2</td>
</tr>
</tbody>
</table>

### B) Educators on Plans of Less than One Year

i) The timeline for educators on Plans of less than one year will be established in the Educator Plan.

### 22. Career Advancement

A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approval by the superintendent.

B) In order to qualify to apply for a teacher leader position, the Educator should have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.
C) Educators with PTS whose summative performance rating is exemplary and, after 2017-18 whose impact on student learning is rated moderate or high, shall be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

23. Rating Impact on Student Learning Growth

As part of the state’s Educator Evaluation System, a rating of high, moderate, or low will be assigned to teachers on a three-year reporting cycle. Evaluators will base ratings on trends and patterns on state assessments and/or district determined measures (DDMs).

Starting with the 2014-2015 school year, educators and evaluators will identify measures that will be used as a basis for judgments about educator impact.

1. If the educator teaches in an area measured by MCAS, MCAS SGPs must be used as one indicator for determining low, moderate or high impact and will be discussed with the evaluator at the beginning of the three-year reporting cycle. As of May 2014, MCAS SGP ratings are as follows:
   a. An SGP <35, which is considered to be less than one year’s growth, is considered “low-impact”.
   b. An SGP of 35-65, which is considered to be equivalent to one year’s growth, is considered “moderate impact”.
   c. An SGP >65, which is considered to be more than one year’s growth, is considered “high impact”.

2. Other measures:
   A. Educators may elect from the current district menu of data-generating assessments (“current district assessments”) or use any other pre-approved data-generating method.
   B. Educators may also elect to develop new measures (“self-derived DDMs”), if they:
      i. give a longitudinal picture of student growth
      -and-  
      ii. measure growth in an area that the educator and evaluator agree is significant.

All current district assessments and/or self-derived DDMs must include a rubric that contains well-defined measurements of growth that will be used for determining low, moderate or high impact. However, there are no fixed percentile ratings that are able to accurately represent the growth for all current district assessments and/or self-derived DDMs; therefore, the district should be guided by the professional judgment of educators. All rubrics that accompany the current district assessments and/or self-derived DDMs will be discussed with the evaluator and agreed upon at the beginning of the three-year reporting cycle.

If there is a ratings discrepancy between the two DDMs used, the evaluator shall rate educator impact according to the higher of the two ratings.

Results from the Educator Impact measures should be considered in the educator’s Self-Assessment and design of the Educator Plan. At the teacher’s discretion, these Educator Impact measures can also be

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utilized to develop professional practice goals and student learning goals. The results of the Educator Impact measures will solely be used to determine whether a teacher is on a one (1) or two (2) year self-directed growth plan.

LPS will encourage and facilitate the integration of DDMs into the goal-setting, evaluation and feedback sections of the existing Educator Evaluation System.

24. **Using Student feedback in Educator Evaluation**

   *ESE will provide model contract language, direction and guidance on using student feedback in Educator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.*

25. **Using Staff feedback in Administrator Evaluation**

   *ESE will provide model contract language, direction and guidance on using staff feedback in Administrator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.*

26. **General Provisions**

   A) Only Educators who are licensed may serve as primary evaluators of Educators.

   B) Evaluators shall not make negative comments about the Educator’s performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator’s ability to investigate a complaint, or secure assistance to support an Educator.

   C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.

   D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator’s supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator’s supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.

   E) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.

   i. The review shall include, but not be limited to, the parties amending by mutual consent, collectively bargained issues, and adding any other aspect needed to implement and utilize the Evaluation Procedure.

   F) Violations of this article are subject to the grievance and arbitration procedures.

   G) All contents of the evaluations shall be kept confidential except from appropriate administrators and the specific employee. The employee may allow access to others with written permission.