

CONTRACT AGREEMENT
BETWEEN THE
LANESBOROUGH EDUCATION ASSOCIATION
AND THE
LANESBOROUGH SCHOOL COMMITTEE

September 1, 2017 – August 31, 2020

LANESBOROUGH TEACHERS ASSOCIATION
2017-2020 CONTRACT
TABLE OF CONTENTS

ARTICLE I	5
RECOGNITION	5
ARTICLE II	5
RECOGNITION OF RESPONSIBILITIES	5
ARTICLE III	7
GRIEVANCE PROCEDURES	7
ARTICLE IV	10
WORK DAY/SCHOOL YEAR	10
A. <i>Work Day</i>	10
B. <i>Work Year</i>	11
ARTICLE V	12
SALARY	12
A. <i>Curriculum Development</i>	12
B. <i>Pay Day Schedules</i>	12
C. <i>Salary Advancement- Credit Requirements</i>	12
D. <i>Longevity Payments</i>	13
ARTICLE VI	13
AFTER SCHOOL ACTIVITIES	13
ARTICLE VII	14
LEAVES OF ABSENCE	14
A. <i>Sick Leave</i>	14
B. <i>Other Leaves of Absence With Pay</i>	15
C. <i>Verification of Sick Leave</i>	16
D. <i>Medically Verified (catastrophic) Illness or Injury</i>	16
E. <i>Maternity/Paternity Leave</i>	17
F. <i>Extended Leaves of Absence Without Pay</i>	18
ARTICLE VIII	19
SEVERANCE PAY	19
ARTICLE IX	21
INSURANCE	21
ARTICLE X	22
MARKING SYSTEM/CONSULTATION	22

ARTICLE XI	23
WORKSHOPS/PROFESSIONAL DEVELOPMENT	23
TUITION REIMBURSEMENT/FACULTY MEETINGS	23
A. <i>Workshops</i>	23
B. <i>Professional Development Days</i>	23
C. <i>Faculty Meetings</i>	23
D. <i>Tuition Reimbursement</i>	23
ARTICLE XII	25
OVERNIGHT PROGRAMS	25
ARTICLE XIII	25
REDUCTION IN FORCE	25
<i>Length of Service</i>	25
ARTICLE XIV	27
INJURY ON THE JOB	27
ARTICLE XV	27
ASSIGNMENTS/VACANCIES/PROMOTIONS	27
A. <i>Assignments</i>	27
B. <i>Vacancies/ Promotions</i>	27
ARTICLE XVI	28
CLASS SIZE	28
ARTICLE XVII	29
TEACHER FACILITIES	29
ARTICLE XVIII	29
USE OF SCHOOL FACILITIES	29
ARTICLE XIX	30
SUBSTITUTING AND OTHER ASSIGNMENTS	30
ARTICLE XX	30
TUITION WAIVER	30
ARTICLE XXI	30
DUES AUTHORIZATION	30
ARTICLE XXII	31
DUES DEDUCTION	31
ARTICLE XXIII	32
GENERAL	32
SEXUAL HARASSMENT	32
ARTICLE XXIV	33
DRUG-FREE WORKPLACE POLICY	33
ARTICLE XXV	34
MENTORING	34

ARTICLE XXVI	35
PARAPROFESSIONAL EVALUATION	35
ARTICLE XXVII	35
MILEAGE REIMBURSEMENT	35
ARTICLE XXVIII	35
CORI CHECKS	35
ARTICLE XXIX	36
PRORATION OF BENEFITS	36
ARTICLE XXX	36
EMPLOYEE RIGHTS	36
ARTICLE XXXI	37
DURATION CLAUSE	37
APPENDIX	
APPENDIX A	
SALARY SCHEDULES 2017-2020	38
APPENDIX B	
NURSE'S SALARY SCHEDULE 2017-2020	41
APPENDIX C	
INCREMENTAL BENEFIT	42
APPENDIX D	
TOWN OF LANESBOROUGH INSURANCE STUDY GROUP	45
APPENDIX E	
LANESBOROUGH EVALUATION PROCEDURE AND PERFORMANCE STANDARDS	46
APPENDIX F	
INTENTION TO RETIRE FORM	70
APPENDIX G	
IRREVOCABLE DECISION TO RETIRE	71
ADDENDUM	
ACTING PRINCIPAL STIPEND – February, 2006	72

ARTICLE I - RECOGNITION

The Committee recognizes the Association for the purpose of collective bargaining as the exclusive representative of a unit consisting of all professional teaching employees including the Speech Language Pathologist(s) and Occupational Therapist(s) of the Lanesborough Public Schools and the school nurse excluding the principal and superintendent. Unless otherwise indicated, the employees in the above unit will be referred to as "teachers."

ARTICLE II - RECOGNITION OF RESPONSIBILITIES

- A. Subject to the limitations contained in this Agreement and applicable statutes, the Committee retains the right to manage its business, including (but not limited to) the right to determine the methods and means by which its operations are to be carried on, to assign and direct the staff, and to conduct its operation in an effective manner.
- B. The Superintendent of Schools of Lanesborough (hereinafter referred to as the Superintendent and/or his designee) is responsible for carrying out all policies of the Lanesborough School and is the school's chief education and administrative officer.
- C. The Administrators and professional teachers of the Lanesborough Schools are responsible for teaching of the highest possible quality for each child in the Lanesborough School.
- D. **Dues Deduction/ Agency Service Fee:**

Dues Deduction Section:

On the effective date of this Contract the Committee agrees to deduct from the salaries of teachers, dues for the Lanesborough Education Association, as said teachers individually and voluntarily authorize the Committee to deduct. The authorization from the teachers shall be in writing on an appropriate form, which may be withdrawn by giving at least sixty (60) days notice in writing of such withdrawal to the School Committee. The Town Treasurer shall deduct the said dues and transmit such sums so deducted to the Treasurer of the Association in accordance with the requirement of Chapter 180, Section 17C of the General Laws.

It is specifically understood and agreed that the Lanesborough School Committee, its Officers and Agents, shall be saved harmless for such deductions under Section A above. For the purposes of this Article, the term 'harmless' is defined as any monies, once transmitted by Lanesborough

School Committee and its Officers and Agents to the Lanesborough Education Association; the Lanesborough School Committee and its Officers and Agents, are no longer responsible for same.

1. Effective thirty (30) days after execution of this agreement or the commencement, whichever comes first, each employee, in accordance with G.L.C. 150E, s. 12, shall be required to pay the service fee to the Association. An employee who is a member of the Association on the execution of this agreement may cease membership in the Association and shall be required, in accordance with G.L.C. 150E, s. 12, to pay the service fee to the Association.
2. The Association will be solely responsible for enforcing the provisions of this section. The Committee will not be responsible to enforce any provision of this section.
3. 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 or common law, made or instituted against the Committee or its agents, employees or administrators, resulting from this section D. 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.
4. If any court of competent jurisdiction determines that any part of this section 1, 2, or 3, is unconstitutional, in violation of statute, or otherwise unenforceable, all of the other parts of this section D 1, 2, and 3, will be null and void.
5. The service fee shall be calculated in accordance with the provisions of G.L.C. 150E, s. 12, and applicable state and federal constitutional law and shall not exceed the periodic dues required to be paid by employees to remain members in good standing with the Association.

NEGOTIATION PROCEDURE:

- A. 1. Not later than October 15 of the calendar year preceding the calendar year in which this agreement expires, or ninety (90) days after negotiations have ended, whichever is the later date, the Committee agrees to enter into negotiations within ninety (90) days of being notified by the Association, over a successor agreement in accordance with the procedure set forth herein in a good faith effort to reach agreement concerning teachers' wages, hours, and other conditions of their employment. Such negotiations will include any matters covered by this agreement and any other matters which the parties mutually agree are negotiable or are held by law to be negotiable.
2. During the negotiations, the Committee and the Association will present relevant data, exchange points of view, and make proposals and

counterproposals. Either party may, if it so desires, utilize the services of the outside consultants, and may call upon professional and/or lay representatives to assist in the negotiations.

- B. Before the Committee adopts a change in policy which affects wages, hours, or any other condition of employment which is not covered by this agreement, the Committee will notify the Association in writing that it is considering such a change. The Association will have the right to negotiate with the Committee provided it files such a request with the Committee within ten (10) school days after receipt of said notice, or said change if not submitted in writing.
- C. This agreement may not be modified in whole or in part by the parties except by instrument in writing duly executed by both parties "or the representative" instead of the Association.

ARTICLE III - GRIEVANCE PROCEDURES

A. Definitions:

1. An "arbitrable grievance" is a claim based upon the interpretation, meaning or application of any of the provisions of the Agreement, or any subsequent Agreement, entered into pursuant to this Agreement.
2. A "non-arbitrable grievance" is a claim based upon an event of condition which affects the welfare and/or conditions of employment of a teacher or group of teachers. These grievances may be processed only through Step 4 of the Grievance Procedure.

B. Purpose:

1. The purpose of the procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise, from time to time, affecting the welfare or working conditions of employees covered by this Agreement.
2. Nothing herein contained will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without the intervention of the Lanesborough Education Association.

C. Procedure:

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Informal discussions are encouraged between the parties to resolve grievances.

In the event of a grievance filed on or after June 1, which if left unresolved could result in irreparable harm, the Grievance Procedure will proceed in accordance with the provisions of the Agreement into the summer months or, with the mutual consent of both parties, will be suspended until the beginning of the following school year.

Step One: An employee with a grievance will submit in writing to his/her Principal within (30) calendar days of the grievant's knowledge of this occurrence. Upon receipt of the grievance, the Principal will meet with the aggrieved within ten (10) school days for the purpose of resolving the grievance. If the grievance is not filed within thirty (30) calendar days the right to process the grievance under this grievance procedure or to go to arbitration is waived. The grievant will be required to cite articles and sections that were in his or her opinion an infringement upon contract provisions.

Step Two: If the aggrieved is not satisfied with the disposition of his grievance at Step One, or if no decision has been rendered within five (5) school days after presentation of the grievance, the grievant (and/or the representative on behalf of the grievant) will present the grievance in writing to the Principal. Upon receipt of the grievance, the Principal will meet with the aggrieved within ten (10) school days for the purpose of resolving the grievance. The grievant will be required to cite articles and sections that were in his or her opinion an infringement upon contract provisions.

Step Three: If the aggrieved person is not satisfied with the disposition of this grievance at Step Two, or if no decision has been rendered within ten (10) school days after presentation of the grievance, the grievant may file the grievance in writing with the Superintendent. Within ten (10) school days after receiving the written grievance, the Superintendent will meet with the aggrieved person and/or Association representative for the purpose of resolving the grievance.

Step Four: If the aggrieved person (or the representative on behalf of the grievant) is not satisfied with the disposition of the grievance at Step Three, or if no decision has been reached within ten (10) school days after presentation of the grievance, the grievant (or the representative on behalf of the grievant) may file the grievance in writing with the School Committee.

Within twenty (20) school days after the receipt of the grievance by the School Committee, the parties will meet at a mutually agreeable time for the purpose of resolving the grievance.

Step Five: If the aggrieved person is not satisfied with the disposition of the grievance at Step Four, or if the School Committee fails to give a written response within twenty (20) days of the meeting at Step Four, then the Association may submit this grievance to final and binding arbitration, by filing a written demand with the American Arbitration Association. If the demand for arbitration is not filed with the American Arbitration Association within thirty (30) days of the date of the School Committee's Step Four reply, then the grievance will be deemed withdrawn. The procedures governing the arbitration process are set forth below:

1. The arbitration proceeding will be conducted under the rules of the American Arbitration Association. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement. The award shall be final and binding on the School Committee, the Association and the grievant. The fees and expenses of the arbitrator shall be borne equally by the parties.
2. Neither the School Committee nor the Association will be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.
3. The arbitrator shall have no power to alter the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursements as he judges to be proper. The award and decision made shall be final and binding upon the School Committee, the Association, and the aggrieved employee.

D. General Provisions:

The Committee acknowledges the right of the Association to participate in the processing of a grievance at any level.

1. Provided the parties agree, Step One and/or Two of the Grievance Procedure may be bypassed and the grievance brought directly to the next step.
2. No reprisals of any kind will be taken by the School Committee or the school administration against any teacher because of his/her participation in this Grievance Procedure.
3. The School Committee and the administration will cooperate with the Association in its investigation of any grievance and, further, will

furnish the Association with such information as required for the processing of any grievance.

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

ARTICLE IV - WORK DAY/SCHOOL YEAR

A. Work Day

1. The workday for teachers as of the 2017-2018 school year is 8:30 a.m. to 3:10 p.m.

The workday for the school nurse as of the 2017-2018 school year is 8:20 a.m. to 3:20 p.m.

The District may adjust the start and end times of the above workdays by up to fifteen (15) minutes if notice is given to the bargaining unit members no later than June 15th.

2. Employees who work six (6) or more hours in a workday shall have a thirty (30) minute uninterrupted lunch break. This lunch break period shall not exceed thirty (30) minutes in duration.
3. Teachers may be schedule duties every other week, not to exceed twenty (20) minutes, excluding OT, S&L, Applied Health, Psychologists, and SAC. The Nurse is the only member who can be assigned to after-school bus duty. Teachers may be assigned bus duty which occurs during the teacher workday. The Principal has sole discretion in scheduling duties, and shall schedule such duties in accordance with the needs of the school. The Principal will provide a copy of the schedule to the LEA Executive Board or LEA representative two weeks prior to the opening of school to review. After review it will be provided to staff.
4. Teachers at the various grade levels shall receive a minimum of the total number of minutes of individual preparation time in each full (5-day) week as described in the chart below. Each teacher shall receive a minimum of one (1) individual preparation period per day. Each individual preparation period will be an average of forty (40) minutes with no block less than thirty (30) minutes in length. For weeks that are less than full (5-day) or for part-time teachers, individual preparation time shall be appropriately prorated.

<u>Grade Level</u>	<u>Total Minutes per Week</u>
K	240 minutes
1	240 minutes
2	240 minutes
3	240 minutes
4	240 minutes
5	280 minutes
6	280 minutes

One preparation period for all grades will be a Common Planning Preparation with the Principal having input.

Specialists receive one (1) prep period per day and an additional prep per week. The Principal may designate a specific purpose for the additional weekly prep period. In the event there is additional time in the Specialist's schedule, the Principal designates additional assignments which generally involve direct impact on students, such as intervention support.

5. Effective beginning in the 2017-2018 school year, the kindergarten school year shall start on the same day as Grades 1-6. In order to accommodate duties such as cleaning of the classroom, kindergarten classes shall end two (2) days prior to the end of school for Grades 1-5.

B. Work Year

The school year of teachers will be for a maximum of 184 scheduled workdays. The LEA will continue to be consulted for input into the calendar prior to its establishment by the Committee.

ARTICLE V - SALARY

A. Curriculum Development:

Compensation for teachers working curriculum development outside of the regular school day and/or school year shall be paid at the rate of thirty-five dollars (\$35) for the life of this agreement.

B. Pay Day Schedules:

All personnel covered by this Agreement will be paid in twenty-six (26) equal payments. The District will give notice by April 15th and August 1st as to the first payroll period in the school year. Teachers may also have the option of requesting a lump sum payment for July and August by requesting the lump sum in writing by June 1.

All members covered by this Agreement as a condition of employment are required to accept their paychecks through direct deposit.

C. Salary Advancement- Credit Requirements:

1. Vertical progression from Step One to its maximum in each column is automatic.
2. Upon presentation of appropriate transcripts or grade reports, salary changes will be made retroactive to the beginning of the school year if said documents are submitted on or before October 15th. If documents are submitted after October 15th but on or before February 15th, the salary changes will be made in the next full pay period following the February 15th deadline.
3. Credits will be granted only for courses successfully completed in accordance with the passing standards established by the sponsoring institution.
4. Generally horizontal salary movement requires Master's Degree level course credits. However, the Superintendent, on a case-by-case basis, has the right to approve non-Master's Degree level courses. The teacher shall receive a written response indicating whether or not the course was approved. Master's level courses taken prior to obtaining a Master's degree will not receive Master's plus course credit for salary schedule purposes. i.e. A teacher must possess a Master's degree prior to taking a Master's level course in order to receive credit towards horizontal salary schedule movement beyond the Master's category.
5. In addition, informal credits may be granted by the Lanesborough School Committee for other courses which are equivalent in time

required, effort expended, and of value to the Lanesborough School System.

6. The salary schedule for teachers is set forth as Appendix A.
7. The salary schedule for teachers on the 17+ salary scale is set forth in Appendix C.
8. The salary schedule for the school nurse is set forth in Appendix B. The school nurse salary schedule shall be consistent with the first ten steps of the teacher salary schedule, and shall include columns BA, BA+18, and MA.

D. Longevity Payments:

- 1) Teachers who have completed at least ten (10) years of service in the Lanesborough School System will annually receive, in addition to their base salary, the following:

10-14 years – \$1,500
15-19 years – \$1,900
20-24 years – \$2,500
25+ years – \$2,900

- 2) Funds will be dispersed in 26 equal payments as per section B, Article V.

ARTICLE VI - AFTER SCHOOL ACTIVITIES

All teachers will be given adequate opportunity to make application for such positions, and the Committee agrees to give due weight to the professional background and attainments of all applicants and the length of time each has been engaged in teaching. When all factors are substantially equal, preference in filling such vacancies will be given to qualified teachers already employed by the Committee, if recommended by the Superintendent of Schools.

- A. The School Committee will have sole discretion in determining which after school activities are to be funded, and which activities will have student fees required of participants, as well as the level of such fees. All fees shall go to the Principal.
- B. All hours to be worked and duties required will be reviewed annually by the School Committee.
- C. Appointments to those positions will be made annually by the Principal.
- D. Posting for after-school activities will be done simultaneously for both in-house and outside applicants in a timely and seasonable manner. Preference will be given to qualified teachers presently employed in the employ of the School Committee.

- E. Stipends paid for the programs listed below will remain as is for the length of this agreement. The stipends listed below are for the full program(s) as previously provided. Any deviation thereof will be paid in the appropriate pro-rated manner. Initial stipends for any new programs will be determined by the School Committee with input from the Lanesborough School Principal. Determination of the final stipend amount is subject to negotiation with the LEA.
- F. The following is a list of previously provided programs that will come under review by the Committee:
 - DRAMA (\$2,500)
 - WINTER AND SPRING CONCERT (\$1,000)
 - ACADEMIC ENRICHMENT PROGRAMS/ ACADEMIC ENRICHMENT CLUBS (\$45/hr)
 - MCAS TUTORING (\$45/hr)
 - MATH CLUB (\$750 per teacher)
 - ROBOTICS (\$1,750)
- G. In the event that the Lanesborough Education Association (LEA) wishes to suggest adding to the collective bargaining agreement, as an addendum to the agreement, additional before and/or after school programs, said request(s) and the suggested pay for the program shall be submitted to the School Committee no later than March 15th for the following school year. The School Committee shall render a decision on the request(s) no later than June 1st. If the Association's requested stipend is not acceptable, the School Committee shall negotiate the stipend of the position(s) in question with the LEA prior to the June 1st deadline. In the event there is no agreement on this stipend amount, then the program will not be implemented the following school year.

ARTICLE VII - LEAVES OF ABSENCE

A. Sick Leave:

1. Teachers will be allowed fifteen (15) days of sick leave at full pay each school year.
2. Sick leave may be used as follows:
 - a. Absence due to Personal Illness.
 - b. Absence due to serious illness or death in the individual's immediate family or household. Exceptions to this may be made with approval of the Principal.
3. A teacher may accumulate up to a maximum of one hundred ninety-five (195) sick days. At no time shall the accumulation of sick days exceed one hundred ninety-five (195) sick days. A teacher entering a new school year who at the end of the previous school year had

accumulated one hundred ninety-five (195) sick days shall have available no more than one hundred ninety-five (195) accumulated sick days in the next school year.

4. When a teacher has exceeded his/her sick leave allowance due to a prolonged illness, the School Committee may or may not, upon the recommendation of the Superintendent of Schools, extend the sick leave allowance beyond the specified limits.
5. When a prolonged illness extends over portions of two (2) school years, the Superintendent must be supplied with the best available information concerning the teacher's plans to return to the school no later than August 15 preceding the opening of school.
6. Teachers who must be absent will be responsible for calling the school at the earliest time possible of the day absent, unless prior arrangements have been made with the Principal.

B. Other Leaves of Absence With Pay:

1. Teachers may, upon the approval of the Principal, be allowed five (5) professional days per school year for the purpose of visiting other schools or attending conferences of any educational nature in the teacher's field of involvement.
2. The school nurse may, upon the approval of the Principal, be allowed four (4) professional days per school year for the purpose of visiting other schools or attending conferences of any educational nature in the teacher's field of involvement. In addition the school nurse may, upon approval by the Principal, be allowed an additional professional day to be conducted within the Lanesborough School Building. During this additional in-school professional day the nurse may be called upon to provide coverage in the event of an emergency.
3. Up to two (2) Association representatives of the Massachusetts Teachers Association and/or National Education Association may take no more than two (2) days each to attend conferences and conventions of the above two (2) Associations. This will be done with Administration approval one (1) month before the conference is to take place and the days taken will be counted as professional days. The President of the Association will be granted $\frac{1}{2}$ day of leave per month to conduct Association business with the Superintendent's approval.
4. There will be three (3) calendar days for personal leave in each academic year.
 - a. Notification of such absence must be filed with the Principal by the teacher twenty-four (24) hours prior to the planned absence, except in the case of family or personal emergencies.

- b. Any personal business approved by the Principal that requires less than two (2) hours of time during the school day will not be deducted from personal business time.
 - c. Any unused personal leave not used by the end of the academic year shall be rolled over into accrued sick leave.
5. The principal will have jurisdiction over the number of staff taking personal days before or after a major vacation in the event that staffing problems develop. These will be approved on a first-come/first-serve basis. The Principal may limit the number of these pre/post vacation days taken by an individual within a calendar year, if necessary.

These leaves of absence will not be deducted from available sick leave:

- 6. Teachers who wish to absent themselves from school for a specified number of final days of the school year may request of the School Committee permission to leave early to attend classes which are of clear benefit to the teacher and the school
- 7. Time will be provided for appearance at any legal proceeding connected with the teacher's employment or with school system if the teacher is required by law to attend. This leave will be granted with full pay and all benefits that a teacher is ordinarily entitled to, except in cases where a teacher has been suspended or cited for unbecoming conduct or other good cause and such charges have been substantiated.
- 8. Up to thirty (30) days will be provided for appearance in other legal proceedings if the teacher is required by law to attend. This leave will be granted with full pay and all benefits that a teacher is ordinarily entitled to, except in cases when a teacher has been cited for unbecoming conduct or other good cause and such charges have been substantiated.

C. Verification of Sick Leave:

Teachers and the School Committee shall be notified in writing by October 15 of each year on the teacher's sick leave record. These records shall include the total for the previous year and the accumulated total.

D. Medically Verified (catastrophic) Illness or Injury:

A medically verified (catastrophic) illness or injury shall be documented with a certificate signed by the employee's treating physician and shall set forth the nature of the employee's illness or injury and the anticipated duration of the illness or injury.

An employee who has a medically verified (catastrophic) illness or injury and who has exhausted all of his/her accumulated sick and personal days may, upon approval of the Superintendent or his/her designee, have the Association notify employees in the Bargaining Unit of the employee's need for sick day donations. The receiving employee may receive up to sixty (60) transferred days per year for this purpose. The entire sick leave donation from all Bargaining Unit employees will not exceed one hundred twenty (120) days per year on a first come first served basis. Both the requesting recipient and the donor may ask to remain anonymous.

Employees who have accumulated sick leave days may voluntarily transfer one (1) day per request to another employee in the District who has exhausted all of his/her sick and personal days accumulated and who need supplemental paid days to contend with a medically verified (catastrophic) illness or injury. It is the responsibility of the benefactor to notify the Central Office of the transfer by an approved form. The benefactor will not transfer more than a total of five (5) days per school year to another employee. The benefactor must understand that he/she is permanently relinquishing his/her right to the sick days that he/she is transferring to another. The beneficiary must have access to a sick leave bank procedure.

E. Maternity/Paternity Leave:

A teacher will be granted a temporary leave of absence without pay by the School Committee upon request properly filed in accordance with the Procedure hereinafter set forth for the purpose of rearing a child born to the teacher and his or her spouse, or for the purpose of legal adoption by the teacher or spouse. Such temporary leave of absence will be granted to either mother or father during the three-year period immediately commencing with and following the date of birth of the child or the date of said child's placement for adoption.

A request for such leave of absence shall set forth a) the anticipated date of birth of adoption of said child; b) the date said leave is to commence; c) the date that said leave is to end; and d) an assurance that the teacher will immediately be available to resume teaching with the system upon expiration of such leave, existing conditions permitting. The duration of the leave shall not exceed twelve (12) calendar months or the end of the school year during which said notice was given, whichever occurs first, and in the event that both parents are employed by the system, shall not be taken at the same time not during any periods which would overlap while school is in session.

Written request for such leave of absence is to be submitted to the Principal and in his absence to the Superintendent, at least forty (40) days before the requested leave of absence is to begin. Extenuating circumstances due to the

adoption procedure (early arrival of the adopted child) may cause the Committee to waive the forty (40) day notification period. Adopting parents should notify the Administration when they become qualified.

Said child bearing leave shall not affect the employee's right to receive sick leave or benefits from plans or programs (exclusive of such plans or programs which call for monetary contributions on the part of the teacher) for which he/she was eligible by contract as of the date of commencement of his/her leave, with the further understanding that such leave shall not be included where applicable in the computation of such sick leave or benefits. For the purpose of computing seniority, there will be no credit for the year during which the employee availed himself/herself of the childrearing leave.

Existing conditions permitting, as set forth above, refer specifically to, but not exclusively of, the lateness in the school year during which the teacher wishes to return in April, May, or June, keeping in mind the purpose and intent set forth in Article I, designated as Article XVI, designated as Assignments/ Vacancies/ Promotions of the Contract and availability of the position, meaning that the position is still in existence. The interpretation and analysis of conditions shall be in the sole province of the School Committee which may act in its discretion either with or without the recommendation of the Administration.

F. Extended Leaves of Absence Without Pay:

A Leave of Absence without pay or increment of up to one (1) year will be granted for the purpose of caring for a sick member of the teacher's immediate family (parents, child, or spouse). Additional leave may be granted at the discretion of the Committee.

1. After five (5) years of continuous employment in the Lanesborough School system, a teacher may be granted a leave of absence without pay for up to one (1) year for health reasons. Requests for such leaves will be supported by appropriate medical evidence, and the approval of the Superintendent.
2. Should said illness extend beyond the granted leave, an extension for such time as is necessary for complete recovery may be granted at the discretion of the Administration and the School Committee.
3. A leave of absence without pay of up to two years will be granted to any teacher who joins the Peace Corps or serves as an exchange teacher or an overseas teacher and is a full-time participant in any such programs. Upon return from such leave, a teacher will be placed on the salary schedule at the level he/she had attained at the time of said leave commenced. A leave may not be taken under this section more than once every ten (10) years. Applications for leaves of absence for any teacher who joins the Peace Corps or as an exchange

of overseas teachers must be made in writing whenever practical by May 30th of the school year prior to the desired year's leave of absence.

4. Any teacher (having achieved professional status) who requests a leave of absence for either one or two years for the purpose of exploring an alternative career or field of employment shall be granted a leave of absence at the discretion of the Committee. Any such leave shall be subject to the following provisions:
 - a. Alternative employment leave cannot be used for teaching in another public school system in Massachusetts.
 - b. The teacher must notify the Principal in writing on or before May 15th immediately prior to the expiration of the leave whether or not he/she intends to return to work at the start of the next school year. Should any teacher on alternative employment leave fail to provide such notification, the Superintendent shall inquire of him/her writing with a copy of the letter being sent to the Association, whether he/she intends to return to work at the expiration of the leave; if he/she fails to respond affirmatively to any such request with two (2) weeks after his/her receipt of said letter from the Superintendent, he/she shall be deemed to have terminated his/her employment.
 - c. All rights and benefits, including accrued seniority acquired by a teacher prior to the leave will be restored to the teacher upon return from said leave. A teacher will be placed on the salary schedule at the level he/she had attained at the time said leave commenced. If performing in a professional capacity for the School Union 71, all vertical movement on the salary schedule will progress uninterrupted.
5. Upon return from a leave of absence taken pursuant to Sections D & E, a teacher will be assigned to the same position which the teacher held at the time said leave commenced, if available, or if not available, to a position that he/she is certified and/or qualified to fill. Every reasonable effort will be made to place the teacher in a substantially equivalent position.
6. The parties further agree to incorporate by reference to the Family and Medical Leave Act of 1993 and all its inherent benefits.

ARTICLE VIII - SEVERANCE PAY

- A. After five (5) years of continuous service, a teacher who becomes disabled and can no longer perform his/her duties, shall be entitled to be paid for all unused accumulated sick leave at the rate of forty dollars (\$40) per day. For the purpose of this Article, a disability is defined in the State Retirement

Board Guidelines. In the case of death of a teacher, such pay shall be paid to the estate.

Payment shall be made within one (1) year of disability approval provided:

1. State Retirement Board Guidelines are met.
2. School Committee approves.

B. Qualified teachers hired prior to July 1, 2007, upon completion of the final year of employment with the Lanesborough School System, shall be paid an amount equal to 55% of his/her full day's pay for thirty percent (30%) of up to one hundred eighty (180) accumulated unused sick days. Such payment will be added to the teacher's final pay check, and shall constitute full payment of his/her salary for the year. This section shall only apply to employees who meet the following criteria:

1. The teacher must have twenty (20) years of service in the Lanesborough School System.
2. The teacher must be at least fifty (50) years of age.
3. The teacher must give notification of intent to retire in writing by February 1st of the year proceeding retirement. Intent to retire shall be submitted on the Intent to Retire Form, Appendix F.
4. The teacher must give his/her irrevocable decision to retire in writing by November 1st in the school year of retirement.* The Irrevocable decision to retire shall be submitted on the Irrevocable Decision to Retire Form, Appendix G.

*In the event a teacher submits his/her written intent to retire by February 1st and does not submit his/her irrevocable decision to retire in writing by November 1st, he/she must submit his/her irrevocable decision to retire in writing by February 1st in order to qualify for the above severance package.

C. Qualified teachers hired after July 1, 2007, upon completion of the final year of employment with the Lanesborough School System, shall be paid an amount of twenty five dollars (\$25.00) per day for all sick days accumulated up to a maximum of one hundred ninety (195) days. This section shall only apply to employees who meet the following criteria:

1. The teacher must have 20 years of service in the Lanesborough School System.
2. The teacher must be at least 50 years of age.
3. The teacher must give notification of intent to retire in writing by February 1st of the year proceeding retirement. Intent to retire shall be submitted on the Intent to Retire Form, Appendix F.
4. The teacher must give his/her irrevocable decision to retire in writing by November 1st in the school year of retirement.* The Irrevocable

decision to retire shall be submitted on the Irrevocable Decision to Retire Form, Appendix G.

*In the event a teacher submits his/her written intent to retire by February 1st of the previous school year and does not submit his/her irrevocable decision to retire in writing by November 1st, he/she must submit his/her irrevocable decision to retire in writing by February 1st in order to qualify for the above severance package."

- D. The first day of employment shall be used in determining the date of hire for severance purposes.

ARTICLE IX - INSURANCE

- A. For the length of the agreement of Town of Lanesborough will pay eighty (80) percent of the cost of the following types of insurance coverage for employees:

- 1. A \$10,000 term life insurance plan substantially equivalent to the type offered by Blue Cross/Blue Shield which is presently available to teachers.

- B. For the 2008-2009 school year and thereafter, the Town of Lanesborough will pay eighty (80) percent of the cost of a dental insurance plan substantially equivalent to the plan offered by Blue Cross/Blue Shield.

- C. Beginning 9/1/08 and thereafter, the Town of Lanesborough will pay the percentage listed below for employees:

- 1. Group hospitalization and surgical insurance plans substantially equivalent to the type offered by Blue Cross/ Blue Shield which is presently available to teachers:

-HMO Blue Deductible	80%
-Blue Care Elect Deductible	78%
-Blue Choice Deductible	78%

In addition, effective 9/1/08, the employee co-pay amount will increase to \$15/office visit, and \$50/emergency room visit.

- D. For retirees the Town of Lanesborough shall maintain paying eighty-five (85) percent of the cost of the Health Insurance plans listed above, Dental Insurance and Life Insurance. The Town of Lanesborough will also pay eighty-five (85) percent of the Medex Plan.

E. 1. An employee who has been enrolled in one of the Town's health insurance plans for at least one year and drops the plan and remains off the plan for three consecutive years will be paid \$3,500 at the end of the three year period. In order to be eligible for this incentive, the employee must provide proof of insurance elsewhere. A member who is off the Town insurance can rejoin under the following conditions:

- a) A catastrophic event that caused the unavoidable loss of insurance.
- b) The member chooses to join the Town insurance plan during the annual enrollment period.

An employee who re-enrolls in one of the Town's health insurance plans prior to the end of the three year period will not receive payment.

2. Any employee who has been receiving insurance for at least one year who elects to receive a less expensive insurance plan in the subsequent year will receive 50% of the savings realized by the Town for one year. Notification will be made to the Town by the end of the open enrollment period.

F. The Town of Lanesborough agrees to form a committee to investigate the viability of the joining the GIC. If viable, and the parties agree to join, negotiations shall reopen on the issues of health insurance and wages.

ARTICLE X - MARKING SYSTEM/CONSULTATION (Applicable to nurse when teaching)

A. Marking Period

Lanesborough School's marking system shall consist of three (3) marking periods per year. Teachers will notify parents approximately six (6) weeks from the beginning of each trimester for those students in danger of failing (D or F) any given subject. Three (3) parent-teacher conferences will be scheduled per school year at the Principal's discretion.

B. Progress Reports

At some point between the second and third marking periods, each teacher will send a general Progress Report home for each of their students.

C. Class Summary

Each teacher will be responsible for writing up a general summary of their course(s) of study. The summary will describe what has been done and what is upcoming. The summary will be general and will not cover all areas and

does not limit the teacher to change areas mentioned or to add areas that are not mentioned. Suggested areas to be included are projects, plays, or special subjects to be covered in class. This summary will be sent home between the first and second marking periods.

D. Kindergarten Screening:

1. Each less than full-time teacher required to work additional hours until 3:00 PM will be paid their per diem for the extra hours.

ARTICLE XI - WORKSHOPS/PROFESSIONAL DEVELOPMENT/TUITION REIMBURSEMENT/ FACULTY MEETINGS

A. Workshops:

There will be no workshop attendance required of Lanesborough Education Association members either before or after the normal school year other than the normal orientation day unless agreed to in advance by the Lanesborough Education Association and the School Administration.

B. Professional Development Days:

There will be one (1) orientation day per school year, and three (3) full day workshops. In addition the Principal at his/her discretion may schedule half day Professional Development on any student days. Scheduling of these days, including agenda and topics, will be at the Principal's discretion.

C. Faculty Meetings:

Faculty Meetings will be held from 3:15 PM to 4:15 PM up to ten (10) times during the school year, commencing in September. If there is a night conference in November, there will be no faculty meeting.

D. Tuition Reimbursement:

It is the philosophy of the Committee and the Association to encourage teachers to continue professional study.

This recommendation should not produce a hardship on teachers and is necessary because of changes in educational procedures, methods, and materials.

Members of the teaching profession must take the responsibility of keeping abreast of the times in educational matters, not only for their own professional improvement, but also for the best interest of the school system.

1. Request. Requests for reimbursement shall be submitted to the Principal at least sixty (60) days prior to the commencement of the course. If exigent circumstances exist which preclude a sixty (60) day advance notice, the Principal may review a request which is less than sixty (60) days in advance. Such requests must indicate specifically what precluded the sixty (60) day advance notice. Requests shall not be unreasonably denied."
2. Response. The Principal shall forward to the Superintendent his/her recommendation. The Superintendent shall submit his/her approval or disapproval of the request to the teacher within fourteen (14) school days. If a response is not submitted by the Superintendent or his/her designee within fourteen (14) school days, the request shall be deemed granted.
3. Reimbursement. The District will reimburse a maximum of one (1) course per school year per teacher. In order for a course to be eligible for reimbursement the course must be approved for salary schedule credit in accordance with Article V, Section C., or otherwise approved by the Superintendent for reimbursement prior to taking the course. Course reimbursement will be made by the District upon demonstrating successful completion in the form of an official transcript submitted to the Superintendent of Schools. The actual amount of reimbursement will be capped at a maximum of one thousand dollars (\$1,000) per teacher, with an aggregate fiscal year maximum capped at a total of ten thousand dollars (\$10,000). In the event that the number of granted requests exceeds the pool of ten thousand dollars (\$10,000), reimbursement shall be made to teachers in a prorated fashion. All requests for access to the reimbursement pool must be received by May 1st of the fiscal year in which the course was taken.
4. District Offerings. Subject to the availability of reimbursement funds above, when the District offers a course that has a credit option, teachers shall receive automatic approval for said course for reimbursement purposes. However, the Principal retains the right to select teachers from those who have applied based on number of slots available, intended grade-level(s) of course and content area of course. If, after the Principal selected slots are filled, teacher(s) who are of a different grade level(s) and/or a different content area make application to said course, said teacher(s) shall be approved for reimbursement purposes for the course if the course is relevant to the teacher's current assignment. If the number of applicants for the course (after the Principal selected slots) exceeds the number of available slots, the teacher applicant(s) for the course shall be selected at the sole discretion of the Principal.

5. RETELL. The District agrees to pay for all mandated RETELL training not paid for by the State. Any request for RETELL training that is not paid for by the State shall be automatically approved for reimbursement purposes subject to the availability of funds in the \$10,000 course reimbursement pool.
 6. PDP Reimbursement. The Superintendent has sole discretion to reimburse for PDPs which are accepted towards Massachusetts teacher recertification from the \$10,000 tuition pool, up to a maximum of \$2,500. Course work will be reimbursed before access for PDPs is allowed. SEI and ELL re-certification PDPs shall not be eligible reimbursement. In addition, the first fifteen (15) PDPs required for Special Education recertification shall not be eligible for reimbursement.
- E. Following attendance at a conference or workshop, staff will complete an evaluation form developed by the Principle and representatives of the LEA.

ARTICLE XII - OVERNIGHT PROGRAMS

Meals will be paid for by the Lanesborough School for teachers involved in overnight days on field trips.

Staff members involved in any overnight field trips with students will be paid at the rate of one-hundred dollars (\$100) per night in addition to their regular salary.

ARTICLE XIII - REDUCTION IN FORCE

In the event it becomes necessary to terminate or reduce the hours of an employee due to economic cause, declining enrollment or reorganization, the following procedure will apply:

1. A determination by the Committee that a reduction in force shall be made.
2. The Committee shall be the sole judge of the numerical extent of the reduction.
3. The Administration will determine which subject, grade level, position, or areas will be affected.
4. In the event of a reduction in force, the Superintendent will consider ability, qualifications, the teachers area of license, indicators of job performance, including overall ratings resulting from comprehensive evaluations consistent with M.G.L., c. 72, s.38 and the best interest of the students in the Lanesborough Elementary School; and provided further, that for the purposes of this Article, no distinction shall be made between the overall performance ratings established by the board of elementary and secondary

education finding that the teacher has met or exceeded acceptable performance standards under said Section 38 and that are defined by the board as proficient or exemplary. The number of summative evaluations compared will include all evaluations from the prior four (4) years, when available. If all of the above factors are equal, then the least senior teacher in the licensure area will be laid off first. Seniority is measured in terms of a teacher's length of continuous service in years, months, and days from their last date of employment by the School Committee.

Teachers shall be credited for Seniority purposes with all time spent on any leave of absence provided for in this Agreement.

The Superintendent will provide a seniority list of teachers, in writing, annually to the Association. The list shall be made available to the Association within forty-five (45) days of the execution of the Agreement and updated annually thereafter. Challenges to the list must be made, in writing, to the Superintendent within fifteen (15) days after the said list is received by the Association. If there are no challenges, the list shall stand for the full school year and the next annual list is established.

When layoff action occurs, the Association shall be notified, in writing, of all the teachers on layoff.

The Association shall be notified, in writing, within ten (10) days, of all the open positions as they occur and of any recall action taken by the District.

5. Seniority is measured in terms of a teacher's length of continuous service in years, months, and days from their last date of employment by the School Committee. Teachers shall be credited for Seniority purposes with all time spent on any leave of absence provided for in this Agreement.
6. Cases of identical seniority shall be resolved by granting preference to the teacher with the highest academic degree as of October 1st of the current academic year. The first day of employment shall be used in determining the date of hire for seniority purposes. Ties in seniority shall be broken by lottery.
7. The Superintendent will provide a seniority list of teachers, in writing, annually to the Association. The list shall be made available to the Association within forty-five (45) days of the execution of the Agreement and updated annually thereafter. Challenges to the list must be made, in writing, to the Superintendent within fifteen (15) days after the said list is received by the Association. If there are no challenges, the list shall stand for the full school year and the next annual list is established.

8. When layoff action occurs, the Association shall be notified, in writing, of all the teachers on layoff.
9. The Association shall be notified, in writing, within ten (10) days, of all the open positions as they occur and of any recall action taken by the District.

In applying the criteria set forth in this article, the School Committee will not act in an arbitrary or capricious manner nor without sound basis in fact for their decision.

Teachers who are to be affected by a reduction in staff must be notified in writing. Said notice shall include the reason for the layoff. Teachers who have been laid off under the provision of this paragraph shall be entitled recall rights for a period of one and half (1.5) years or eighteen (18) months ending with January 1 of the second year. During the recall period, teachers shall be notified by certified mail to their last address of record, and given preference for positions for which they are qualified and certified in which the position is to become available. As positions develop, teachers will be hired back taking into consideration the qualifications of the teacher, past evaluations, and the needs of the school. All benefits to which teacher was entitled at time of layoff shall be restored upon re-employment within the recall period. During the recall period, teachers who have been laid off shall be given consideration substitute work for which they are qualified and certified at substitute pay, if they so desire.

Except for the method of layoffs of employees covered by this Article, nothing contained in the article shall in any way limit or restrict the School Committee in the exercise of its rights and responsibilities under Chapter 71 or any other applicable section of the General Laws of Massachusetts including but not limited to the right to dismiss, layoff, or otherwise terminate the services of a teacher serving or not serving at the discretion of the Committee in accordance with Chapter 71 or any other applicable statute of the General Laws.

ARTICLE XIV - INJURY ON THE JOB

- A. A teacher, who is disabled because of injury sustained in the course of and arising out of a teacher's employment and prevented from working by reason of such injury sustained, who is eligible and receives benefits under the Worker's Compensation Act of Massachusetts, shall receive each pay period his/her salary in full minus any compensation received under the Workman's Compensation Act which may be due or become due to the teacher during the period in which the teacher may be incapacitated. The total amount payable under this article because of any one injury shall not exceed an amount obtained by multiplying the number of such teacher's accumulated sick leave days by such teacher's per diem rate. (Total amount payable = number of teacher's accumulated sick days x teacher's per diem rate.)

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

ARTICLE XV - ASSIGNMENTS/ VACANCIES/ PROMOTIONS (Not applicable to the school nurse)

A. Assignments

Assignments will be made on the basis of school needs and teacher qualifications.

If grade level changes are to be made, the teacher will meet with the Principal prior to the beginning of the school year in order to discuss the grade level and subjects to be taught.

B. Vacancies/ Promotions

1. For purposes of the Article, "Professional" or "New Position" is defined as any position paying a salary differential and/or any position on the administrator-supervisor level.
2. Whenever any vacancy in a professional position occurs, or a new position is created during the school year (September-June), it will be adequately publicized by the Superintendent by means of a notice placed in the faculty room as far in advance of the appointment as possible. Written notice shall be given to the Association's President.
3. During the months of July and August, written notice of any such vacancy will be given to the Association and the local press. In both situations, the qualifications for the position, its duties, and the rate of compensation will be clearly set forth. The qualifications set forth for a particular position will not be changed arbitrarily, capriciously or without basis in fact when such vacancies occur in the future. No vacancy will be filled, except on a temporary basis, within ten (10) school days during regular sessions and twenty (20) calendar days during the summer months from the date the notice is posted in the faculty room.
4. All teachers will be given adequate opportunity to make application for such positions, and the Principal with approval of the Superintendent agrees to give due weight to the professional background and attainments of all applicants and the length of time each has been engaged in teaching. When all factors are substantially equal, preference in filling such vacancies will be given to qualified teachers already employed by the Committee.

ARTICLE XVI - CLASS SIZE

The School Committee and the Association recognize that Pupil-Teacher ratio is an important factor in quality education and the Committee, whenever possible, subject to space availability and other education considerations will insure that the Pupil-Teacher ratio is beneficial for Pupil and Teacher. Class sizes will be made giving consideration to the physical size and facilities of the classroom, the special needs of the students involved, the availability of textbook and other materials, and the resource personnel and space available to accommodate them in the building.

In an effort to provide quality education at Lanesborough Elementary School, the L.E.A. and the School Committee will provide a class-size-review process.

This informal class-size review process amongst staff personnel may begin upon request by a teacher or administrator.

The purpose of this process is to examine problems created by excessive class sizes and related concerns of a non-discriminatory nature to determine viable solutions, i.e., hiring staff, purchase of special materials, flexible ability groupings, creative use of professional staff, and/or planning and release time to teachers of larger classes. Such review will seek remedies to address problems created by excessive class size and such permissible related concerns.

This informal class-size review process amongst staff personnel may begin upon request by a teacher or administrator. Such review will seek remedies to address problems created by excessive class size. If necessary, recommendations shall be forwarded to the School Committee who shall take action as it may deem appropriate.

In most instances, teachers and administrators will make accommodations that do not require school committee intervention. Such accommodations may be done using existing staff and resources.

The participants in the Class Size Review Committee will be decided upon by the Principal and the L.E.A. by mutual agreement.

ARTICLE XVII - TEACHER FACILITIES

The School Committee will make every effort to provide the following facilities:

- A. A teacher work area(s) containing adequate equipment and supplies to aid in the preparation of instructional materials. Said room and equipment are to be kept in neat, workable condition.

- B. An appropriately furnished room to be used exclusively by an employee of the Lanesborough School. Said room will be in addition to the aforementioned teacher work area.
- C. A serviceable desk, chair, and file cabinet for each teach.
- D. There will be one bulletin board in the faculty lounge for the purpose of displaying notices, circulars, and other Association materials.
- E. An individual mailbox of each teacher

ARTICLE XVIII - USE OF SCHOOL FACILITIES

- A. The Association will have the right, as exclusive representative of the staff, to use the school building without cost at reasonable times for meetings. The Principal will be notified in advance of the time and place of all such meetings.
- B. School keys will be available to all teachers. These keys will allow teachers to have access to the school on weekends or vacations. Teachers will make requests for these keys at the beginning of the school year.

ARTICLE XIX - SUBSTITUTING AND OTHER ASSIGNMENTS

- 1. Teachers will not be required to substitute for other teachers or perform non-teaching assignments except in the case of an emergency which occurs during the course of a school day.
- 2. The nurse will not be required to perform substitute teacher duties during the school day for the length of this agreement.

ARTICLE XX - TUITION WAIVER

Should the current School Choice Law not apply for any reason or should the Lanesborough School opt not to participate in the School Choice Law, the following will become effective:

Staff members' children will be allowed to attend Lanesborough Elementary School with a tuition waiver provided there is not an excessive burden placed on the school (based on class size).

ARTICLE XXI - DUES AUTHORIZATION

Payroll Deduction Authorization Form For The Members of the Lanesborough Education Association

In accordance with Chapter 17C of the Acts of 1962, I hereby authorize the Lanesborough Town Treasurer to deduct my professional dues annually, until further notice, for membership in the Lanesborough Education Association.

The deductions shall be made in twenty-six (26) equal installments beginning with the first payroll and continuing through the twenty sixth (26th) payroll of the school year and shall be remitted to the Treasurer of the Local Association who shall be bonded.

In accordance with Chapter 17C of the Acts of 1962, Chapter 180 of the General Laws, I agree that at least sixty (60) days prior to the first withdrawal period, notice, in writing, shall be given to the Superintendent in order to withdraw this authorization.

I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the School Committee and all of its officers and the Town of Lanesborough officers from any liability whatsoever.

I agree that the total amount withheld shall be \$_____.

DATE: _____ SIGNED: _____

Copies to:

1. Member
2. Town Treasurer
3. Town Accountant
4. Superintendent
5. Secretary to Lanesborough Teachers Association

ARTICLE XXII - DUES DEDUCTION

The Lanesborough School Committee hereby accepts the provisions of Chapter 17C of Chapter 130 of the General Laws of Massachusetts, and in accordance with the agreed upon Dues Deduction Form, the Lanesborough School Committee shall certify to the Treasurer of Lanesborough all payroll deductions for the payment of dues to the L.E.A. duly authorized by the professional teachers covered by this agreement, as shown on the payroll deduction authorization form attached hereto and made a part of hereof.

"The deductions shall be made in twenty-six (26) equal installments beginning with the first payroll and continuing through the twenty-sixth (26th) payroll of the school year and shall be remitted to the treasurer of the local association who shall be bonded."

The Educators Association is authorized to request the Town Treasurer to deduct sums of money from the teachers' salaries for the purpose of joining the M.T.A. Credit Union. Once established, the deduction may not be changed during the school year. The authorization form shall be drawn in such form and manner as is required by the Town Treasurer and/or the General Laws of the Commonwealth. Upon establishing a form for the purpose and incorporating into this Agreement as a sub-section to Article 111-B, it shall be entitled "Credit Union Deduction Authorization."

ARTICLE XXIII - GENERAL

- A. There will be no reprisals of any kind taken against any teacher by reason of his/her membership in the Association or participation in its activities.
- B. The School Committee recognizes the right of individuals to work and advance on the basis of merit, ability, and potential without regard to race, sex, color, disability, religion, national origin, gender identity, sexual orientation, age, or union activity. Non-discrimination and equal opportunity are the policy of the School Committee in all of its employment programs and activities.
- C. A copy of this agreement shall be given to each teacher in the employ of the Lanesborough School System by the Superintendent at the time of employment.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees 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.
- E. This Agreement constitutes Committee policy in respect to teacher's wages, hours, and other conditions of their employment and the Committee will carry out the commitments contained herein and given them full force and effect as Committee policy. The Committee will amend its Administrative Regulations and take such other actions as may be necessary in order to give full force and effect to the provisions of the Agreement.

A formal complaint may be filed by a student, employee, or administrator, and/or an applicant who believes that his/her rights as outlined in the sexual harassment policy have been violated.

Definitions

A complaint shall be an accusation by an individual that there has been a violation of the sexual harassment policy.

- A. The individual should file a written statement of the complaint as soon as possible, but in any event within sixty (60) days of the alleged harassment. The complaint should be filed with the principal/ program manager, or in the event that the principal/ program manager is the alleged harasser, with the superintendent of schools
- B. Once the principal/ program manager or superintendent receives the complaint and determines it is worthy of investigation, s(he) shall conduct an appropriate investigation. At his/her discretion, the principal/ program manager or the superintendent may designate some other individual to conduct the investigation. As part of an investigation, the alleged harasser shall be informed that s(he) is the subject of an investigation and shall be informed of who his/her accuser is.
- C. Such investigation may consist of, any or all of the following actions, as well as such other actions as the investigating official in his/her discretion deems appropriate.
 - 1. Interview(s) with the individual filing the complaint.
 - 2. Interview(s) with the person(s) alleged to be the harasser(s).
- D. All complaint proceedings will, to the greatest possible extent, be held in confidence by all persons directly or indirectly involved in them.

Penalties in Cases of Sexual Harassment

Remedial actions will depend on the severity of the incident(s) and are not to be considered as steps of progressive discipline. An admission of guilt, an acknowledgement of a verbal warning, a promise not to commit such abuse again, and action taken to provide appropriate relief for the individual may be a sufficient solution. If these resolutions are not adhered to or if the allegations involve conduct for which such resolutions are not appropriate, the principal/ program manager or the superintendent may deem it necessary to take appropriate action that can include formal letters of reprimand, suspension, discharge or other disciplinary action. Such actions are subject to the provisions of negotiated agreements, Article XX, Section D exclusively. Should the harasser not be an employee of the school

system, school officials may consult with legal counsel and the police, regarding appropriate legal action.

ARTICLE XXIV - DRUG-FREE WORKPLACE POLICY

The School Committee of the Lanesborough School, in compliance with the Drug-Free Schools and Communities Act and in particular, Part 86, agrees to provide a drug free workplace. The following rules and regulations are in effect for all of its employees:

1. All employees are prohibited from possessing, using, or distributing illicit drugs or alcohol on school premises or at any school-sponsored activity. Illicit drugs are defined as controlled substances under M.G.L. Chapter 94C and include narcotics, cannabis, stimulants, depressants, and hallucinogens. Alcohol is defined as alcoholic beverages containing beer, wine, or distilled spirits.
2. Any employee found to be in possession of, under the influence of, or distributing drugs or alcohol, as defined in paragraph #1, will be subject to appropriate disciplinary action with sanctions ranging from; a warning/ oral reprimand, a letter to be included in the employee's personnel file, suspension from work without pay, completion of an appropriate rehabilitation program approved for such purposes by a federal state, or local health, law enforcement, or other appropriate agency, up to and including termination of employment and referral for prosecution.
3. The School System will make available to its employees, upon request, a current list of drug and alcohol counseling, rehabilitation or reentry programs available in the general area.
4. A copy of this policy indicating mandatory compliance with the standards of conduct as listed in paragraph #1 will be provided to every employee of the district upon its adoption and thereafter will be given to each new employee with his/ her contractual agreement.
5. Lanesborough Elementary School will conduct a biannual review of all aspects of its programs dealing with the Drug-Free Schools and Communities Act to determine its effectiveness, to implement change if needed, and to ensure that the disciplinary sanctions as described paragraph 92 are consistently enforced.

ARTICLE XXV - MENTORING

Mentoring of teachers is a vital component in ensuring excellence in education. A mentor teacher will make him or herself available for weekly one hour meetings. Mentoring will consist of open dialog, reciprocal classroom obligations, and

constructive feedback in a mutually supportive environment. If Administration determines a teacher is in need of significant mentoring, such as new teacher, the stipend shall be an annual stipend in the amount of eight hundred fifty dollars (\$850). A teacher mentoring a teacher who administration determines is in need of less mentoring, such as an experience teacher, shall receive an annual stipend of six hundred dollars (\$600).

ARTICLE XXVI - PARAPROFESSIONAL INPUT

Teachers will give written input to the principal relative to the paraprofessional performance in their classrooms. The specific instrument and process to be used will be mutually agreed upon by the Principal and the L.E.A.

ARTICLE XXVII - MILEAGE REIMBURSEMENT

Teachers shall be reimbursed for mileage incurred during the course of his or her duties and the prevailing IRS rate.

ARTICLE XXVIII - CORI CHECKS

The following applies to criminal offender record information ("CORI") checks pursuant to Chapter 385 of the Acts of 2002, as from time to time amended:

1. CORI checks will be conducted once every three (3) years for employees covered by this Agreement, or more often with reasonable cause or required by Law.
2. A copy of CORI report will be available to the employee. If the CORI report shows any activity, a copy will be sent to the employee.
3. All CORI reports will be maintained in the Superintendent's office in separate confidential files.
4. The Superintendent or other administrator in his/her central office designated by the Superintendent will be the only persons authorized to request CORI checks.
5. Failure of a teacher, after written request, to sign and return to the Superintendent's office within fourteen (14) calendar days such forms as are necessary or advisable to comply with the CORI check, shall be deemed to be and will constitute just cause for discipline up to and including dismissal from employ of the School Committee under the Collective Bargaining Agreement and Massachusetts General Laws Chapter 71. However, prior to implementation of any disciplinary procedures the Committee will provide a seven (7) day grace period to

the individual(s) commencing when the Association receives written notice that said individual(s) have not complied with the CORI requirements.

6. Any disciplinary action taken as a result of the information discovered through the CORI checks will be in accordance with the Collective Bargaining Agreement and/or the Law.
7. As a condition of employment all employees covered by this agreement must submit their fingerprints to a national background check. The results of background check must be submitted to the District for review in accordance with An Act Relative to Background Checks. For bargaining unit members hired prior to July 1, 2014, the District agrees to pay the fifty five dollar (\$55.00) fee associated with the fingerprint submission.

ARTICLE XXIX – PRORATION OF BENEFITS

Part-time employees covered by this agreement shall receive a prorated amount of accumulated sick leave and longevity pay based upon their FTE status.

ARTICLE XXX – EMPLOYEE RIGHTS

- A. Teachers will have the right upon request, to review the contents of their personnel file. A teacher will be entitled to have a representative of the Association accompany him/her during such a review.
- B. No material derogatory to a teacher's conduct service, character, or personality will be placed in his personnel file unless the teacher has had an opportunity to review such material by affixing his/her signature to the copy to be filed with the 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 answer shall be reviewed with the Superintendent or his designee and attached to the file copy.
- C. Any formal complaints regarding a teacher made to a member of the Administration by a parent, student or other person will be promptly called to the attention of the teacher.
- D. The Association recognizes the authority and responsibility of the Principal and the Superintendent of Schools for disciplining or reprimanding a teacher for delinquency of professional performance. If a teacher is to be disciplined or reprimanded by a member of the Administration above the level of the Principal, however, he will be entitled to have a representative of the Association present.

E. No teacher will be disciplined or reprimanded without "just cause."

ARTICLE XXXI - DURATION CLAUSE

This Agreement shall continue in full force and effect from September 1, 2017, through August 31, 2020.

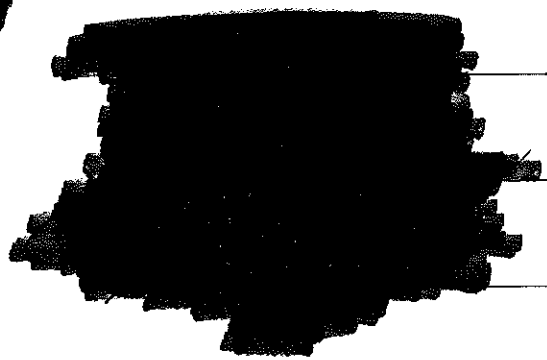
IN WITNESS WHEREOF, the parties hereunto set their hands and seals this _____ day of July, 2017.

For purposes of reference, that date of execution is September 1, 2017, and the expiration date is August 31, 2020.

FOR THE LANESBOROUGH
EDUCATION ASSOCIATION



FOR THE LANESBOROUGH
SCHOOL COMMITTEE



APPENDIX A – SALARY SCALE - Teachers

2017-2018 Salary Schedule
1.5% COLA

Step	BA	BA+18	MA	MA+9	MA+18	MA+27	MA+36	MA+45	MA+54
1	39,710	42,125	44,691	46,032	47,416	48,837	50,302	52,062	53,886
2	40,901	43,391	46,032	47,415	48,838	50,301	51,811	53,622	55,501
3	42,127	44,691	47,415	48,837	50,302	51,811	53,367	55,233	57,165
4	43,389	46,032	48,837	50,301	51,812	53,366	54,965	56,890	58,880
5	44,692	47,415	50,301	51,811	53,367	54,964	56,616	58,597	60,649
6	46,032	48,837	51,811	53,366	54,966	56,615	58,313	60,355	62,467
7	47,412	50,301	53,366	54,965	56,616	58,312	60,065	62,165	64,341
8	48,836	51,811	54,965	56,615	58,316	60,064	61,865	64,031	66,272
9	50,301	53,366	56,615	58,313	60,065	61,864	63,693	65,951	68,260
10	51,811	54,964	58,313	60,064	61,865	63,721	65,633	67,929	70,309
11	53,366	56,615	60,064	61,864	63,722	65,632	67,601	69,968	72,418
12	54,965	58,312	61,864	63,721	65,633	67,600	69,632	72,066	74,589
13	0	60,064	63,692	65,632	67,601	69,631	71,719	74,230	76,825
14	0	61,864	65,632	67,600	69,632	71,718	73,872	76,455	79,131
15	0	0	68,258	70,306	72,415	74,586	76,824	79,513	82,297
16	0	0	71,697	73,847	76,064	78,346	80,699	83,520	86,446

**2018-2019 Salary Schedule
2.0% COLA**

Step	BA	BA+18	MA	MA+9	MA+18	MA+27	MA+36	MA+45	MA+54
1	40,504	42,967	45,585	46,953	48,364	49,813	51,308	53,104	54,964
2	41,719	44,259	46,953	48,363	49,814	51,307	52,847	54,695	56,611
3	42,969	45,585	48,363	49,813	51,308	52,847	54,434	56,338	58,308
4	44,257	46,953	49,813	51,307	52,848	54,433	56,065	58,028	60,058
5	45,586	48,363	51,307	52,847	54,434	56,064	57,748	59,769	61,862
6	46,953	49,813	52,847	54,433	56,066	57,747	59,479	61,562	63,717
7	48,360	51,307	54,433	56,065	57,748	59,478	61,266	63,408	65,628
8	49,812	52,847	56,065	57,747	59,482	61,265	63,103	65,312	67,598
9	51,307	54,433	57,747	59,479	61,266	63,102	64,967	67,270	69,625
10	52,847	56,064	59,479	61,265	63,103	64,995	66,946	69,287	71,715
11	54,433	57,747	61,265	63,102	64,996	66,945	68,953	71,367	73,867
12	56,065	59,478	63,102	64,995	66,946	68,952	71,025	73,507	76,081
13	0	61,265	64,966	66,945	68,953	71,024	73,153	75,715	78,362
14	0	63,102	66,945	68,952	71,025	73,152	75,349	77,984	80,714
15	0	0	69,623	71,712	73,863	76,078	78,361	81,103	83,943
16	0	0	73,130	75,324	77,585	79,913	82,313	85,191	88,174

**2019-2020 Salary Schedule
1.5% COLA**

Step	BA	BA+18	MA	MA+9	MA+18	MA+27	MA+36	MA+45	MA+54
1	41,112	43,612	46,269	47,657	49,090	50,561	52,078	53,900	55,789
2	42,345	44,923	47,657	49,088	50,562	52,077	53,640	55,515	57,460
3	43,614	46,269	49,088	50,561	52,078	53,640	55,251	57,183	59,183
4	44,921	47,657	50,561	52,077	53,641	55,249	56,906	58,898	60,959
5	46,270	49,088	52,077	53,640	55,251	56,905	58,614	60,665	62,790
6	47,657	50,561	53,640	55,249	56,907	58,613	60,371	62,485	64,672
7	49,085	52,077	55,249	56,906	58,614	60,370	62,185	64,359	66,612
8	50,560	53,640	56,906	58,613	60,374	62,184	64,049	66,292	68,612
9	52,077	55,249	58,613	60,371	62,185	64,048	65,942	68,279	70,669
10	53,640	56,905	60,371	62,184	64,049	65,970	67,950	70,327	72,791
11	55,249	58,613	62,184	64,048	65,971	67,949	69,987	72,438	74,975
12	56,906	60,370	64,048	65,970	67,950	69,986	72,090	74,610	77,222
13	0	62,184	65,941	67,949	69,987	72,089	74,251	76,850	79,537
14	0	64,048	67,949	69,986	72,090	74,250	76,479	79,154	81,925
15	0	0	70,667	72,788	74,971	77,219	79,536	82,320	85,202
16	0	0	74,227	76,454	78,749	81,111	83,547	86,469	89,497

APPENDIX B – NURSE’S SALARY SCALE

2017-2018

1.5%

Step	BA	BA+18	MA
1	39,710	42,125	44,691
2	40,901	43,391	46,032
3	42,127	44,691	47,415
4	43,389	46,032	48,837
5	44,692	47,415	50,301
6	46,032	48,837	51,811
7	47,412	50,301	53,366
8	48,836	51,811	54,965
9	50,301	53,366	56,615
10	51,811	54,964	58,313

2018-2019

2%

Step	BA	BA+18	MA
1	40,504	42,967	45,585
2	41,719	44,259	46,953
3	42,969	45,585	48,363
4	44,257	46,953	49,813
5	45,586	48,363	51,307
6	46,953	49,813	52,847
7	48,360	51,307	54,433
8	49,812	52,847	56,065
9	51,307	54,433	57,747
10	52,847	56,064	59,479

2019-2020

1.5%

Step	BA	BA+18	MA
1	41,112	43,612	46,269
2	42,345	44,923	47,657
3	43,614	46,269	49,088
4	44,921	47,657	50,561
5	46,270	49,088	52,077
6	47,657	50,561	53,640
7	49,085	52,077	55,249
8	50,560	53,640	56,906
9	52,077	55,249	58,613
10	53,640	56,905	60,371

APPENDIX C – INCREMENTAL BENEFIT

Equalization Factors (Not applicable to the school nurse)

1. Teachers who have reached Step 17 maximum in a column will receive in addition to their base salary:
 - First year beyond a column maximum: 2% increase over base salary
 - Second year beyond a column maximum: 2% increase over previous year's salary
 - Third year beyond a column maximum: 1% increase over previous year's salary
 - Fourth year beyond a column maximum: 1% increase over each previous year's salary.
2. Such payments will be included in the teacher's regular paycheck and will be distributed equally over 26 pay periods in a given year
3. Equalization factor status for years one, two, three, or subsequent years will be maintained as a teacher moves horizontally from one column to another.
4. Previous year's salary will mean the total of a teacher's base salary at Step 17 and the cumulative total of the equalization factors.

INCREMENTAL BENEFIT

A teacher shall, once during his/her employment, receive an increment of \$4,500 effective 2001-2002 and subsequent years, above his/her salary for three (3) consecutive years upon the teacher's request provided:

1. Such written request is made to the Superintendent by January 15 immediately preceding the fiscal year for which such increment is to be applied.
2. That the teacher be at least 50 years of age with 10 years service at Lanesborough School at the commencement of the fiscal year when the first increment is to be paid.
3. After the three (3) consecutive years of the implementation of Article VI, the employee's salary will return to the appropriate placement on the salary schedule.

INCREMENTAL 17+ SALARY SCHEDULES

**Lanesborough Elementary School
Teacher Salary Schedule
2017-2018 Salary Schedule (1.5% COLA)**

17+1	0	0	0	0	73,131	75,324	77,586	79,911	82,312	85,190	88,173
17+2	0	0	0	0	74,593	76,831	79,138	81,510	83,958	86,893	89,937
17+3	0	0	0	0	75,339	77,600	79,929	82,325	84,798	87,764	90,837
17+4	0	0	0	0	76,094	78,376	80,728	83,149	85,645	88,640	91,746
17+5	0	0	0	0	76,854	79,160	81,536	83,980	86,501	89,527	92,662
17+6	0	0	0	0	77,623	79,951	82,351	84,819	87,367	90,422	93,589
17+7	0	0	0	0	78,399	80,751	83,175	85,668	88,241	91,326	94,525
17+8	0	0	0	0	79,182	81,557	84,006	86,526	89,123	92,240	95,471
17+9	0	0	0	0	79,975	82,373	84,847	87,389	90,014	93,162	96,425
17+10	0	0	0	0	80,775	83,198	85,694	88,263	90,915	94,095	97,389
17+11	0	0	0	0	81,583	84,029	86,552	89,146	91,824	95,035	98,364
17+12	0	0	0	0	82,398	84,869	87,417	90,038	92,742	95,986	99,347
17+13	0	0	0	0	83,221	85,718	88,292	90,938	93,669	96,945	100,340

**Lanesborough Elementary School
Teacher Salary Schedule
2018-2019 Salary Schedule (2% COLA)**

17+1	0	0	0	0	74,593	76,831	79,137	81,509	83,959	86,894	89,937
17+2	0	0	0	0	76,085	78,368	80,720	83,140	85,637	88,631	91,736
17+3	0	0	0	0	76,846	79,152	81,528	83,971	86,494	89,519	92,654
17+4	0	0	0	0	77,615	79,944	82,343	84,812	87,358	90,413	93,581
17+5	0	0	0	0	78,391	80,743	83,167	85,660	88,231	91,318	94,516
17+6	0	0	0	0	79,176	81,550	83,998	86,516	89,114	92,231	95,461
17+7	0	0	0	0	79,967	82,366	84,839	87,381	90,006	93,152	96,415
17+8	0	0	0	0	80,766	83,188	85,687	88,255	90,906	94,085	97,380
17+9	0	0	0	0	81,574	84,021	86,544	89,137	91,815	95,025	98,354
17+10	0	0	0	0	82,390	84,861	87,408	90,029	92,733	95,976	99,337
17+11	0	0	0	0	83,214	85,709	88,283	90,929	93,660	96,936	100,331
17+12	0	0	0	0	84,046	86,567	89,165	91,838	94,596	97,905	101,334
17+13	0	0	0	0	84,885	87,432	90,058	92,757	95,543	98,884	102,347

Lanesborough Elementary School
 Teacher Salary Schedule
 2019-2020 Salary Schedule (1.5% COLA)

17+1	0	0	0	0	75,712	77,983	80,324	82,732	85,218	88,197	91,286
17+2	0	0	0	0	77,227	79,544	81,931	84,387	86,921	89,960	93,112
17+3	0	0	0	0	77,999	80,339	82,751	85,231	87,792	90,862	94,044
17+4	0	0	0	0	78,780	81,143	83,578	86,084	88,668	91,769	94,984
17+5	0	0	0	0	79,567	81,954	84,414	86,945	89,555	92,687	95,933
17+6	0	0	0	0	80,363	82,773	85,258	87,814	90,451	93,614	96,893
17+7	0	0	0	0	81,166	83,602	86,111	88,692	91,356	94,549	97,862
17+8	0	0	0	0	81,977	84,436	86,972	89,579	92,269	95,496	98,841
17+9	0	0	0	0	82,798	85,281	87,842	90,474	93,192	96,450	99,829
17+10	0	0	0	0	83,626	86,134	88,719	91,379	94,124	97,416	100,827
17+11	0	0	0	0	84,463	86,995	89,607	92,293	95,065	98,390	101,836
17+12	0	0	0	0	85,306	87,865	90,503	93,216	96,015	99,374	102,854
17+13	0	0	0	0	86,159	88,744	91,409	94,148	96,976	100,367	103,882

APPENDIX D - Town of Lanesborough Insurance Study Group

Report of September 14, 1998

The #1 goal of this process was to evaluate insurance plan options, providing a cost savings to the Town, while ensuring the health care needs of the employees.

To achieve this goal, it was determined, after much investigation, that significant cost savings could only be achieved by moving away from the NAA indemnity plan.

After two years of work, a set of insurance plans have been chosen and a Memorandum of Understanding developed through the Study Group to make this change. Therefore this report is presented to the Board of Selectman for its approval for the Town of Lanesborough insurance offering.

Highlights of Recommendation:

1. Move from the NAA indemnity plan.
2. Four health insurance plans are recommended in a mix:
 - a. VIP 2000
 - b. Blue Care Elect
 - c. Blue Choice
 - d. HMO Blue

(VIP 2000 and Blue Care Elect are recognized by the Massachusetts Insurance Board as qualifying as "indemnity" plans.)
3. MIIA will be the plan administrator.
4. Under the two indemnity plans, VIP 2000 and Blue Care Elect, the employee will pay for the deductible and 25% of the co-insurance cost out of pocket.
5. First year anticipated savings are estimated at a minimum of \$42,305 even with the return of 90/10 benefits to retirees.
6. MIIA will guarantee a 6% rate cap for the second year. This guarantee spans 3 premium rate years.

APPENDIX E - LANESBOROUGH EVALUATION PROCEDURE AND PERFORMANCE STANDARDS

Table of Contents

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

General Provisions

1) **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).

2) **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). This definition may be revised as required by regulations or agreement of the parties upon issuance of DESE guidance expected by July 2012.
- C) **Case-load 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, but not less than 10 minutes; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03). Evidence that has not been shared with the Educator shall not be utilized in the evaluation process.
- 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. An educator with PTS shall be considered in a new assignment when teaching under a different license.
 - 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 for Educators with PTS who are rated needs improvement.
 - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of for a time period sufficient to achieve the goals outlined in the improvement plan, but not less than 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. Where an Educator with PTS moves directly from a self-directed growth plan to an improvement plan, the improvement plan shall be at least 60 instructional

days in duration and no more than one school year. 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:** The Principal or Director of Pupil Services 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. 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. The Principal and/or Director of Pupil Services will be considered the primary Evaluators for LES unless additional positions are bargained.
 - 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
- 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, if state assessments are available, and student MEPA gain scores. 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 10 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 LEA and Lanesborough School Committee are parties to this agreement.
- 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. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.
- 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:
- Standard 1: Curriculum, Planning and Assessment
 - Standard 2: Teaching All Students
 - Standard 3: Family and Community Engagement
 - Standard 4: Professional Culture
 - Attainment of Professional Practice Goal(s)
 - 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:

- Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
- Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
- Elements: Defines the individual components under each indicator
- 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.

3) **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 not less than 10 minutes.
 - ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
 - 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;
 - (a) 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) In the first year of the agreement, Educator portfolios shall contain no less than eight artifacts, with a minimum of two artifacts per standard.
 - v) Student and Staff Feedback -- see # 23-24, below; and
 - vi) 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.

4) 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 attached to this agreement shall be used.

5) **Evaluation Cycle: Training**

- A) By November 1st of the first year of employment, 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.

6) **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.

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

- A) **Completing the Self-Assessment**
- i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school. It is understood that the Self-Assessment must be completed prior to the beginning of the Goal Setting Process.
 - 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:
 - (1st) At least one goal directly related to improving the Educator's own professional practice.
 - (2nd) 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. Prior to the goal-setting process, school and/or district leaders will provide educators with assessment data analysis and copies of the school and/or district goals.
- 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.

8) **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 15-19 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 #22, below (Page C21).
- 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 weeks of the start of their assignment in that school year.
 - 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, or within 45 school days for hires after the start of the school year. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.
- 9) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS**
- A) In the first year of practice or first year assigned to a school:
 - i) The Educator shall have at least two announced observation during the school year using the protocol described in section 11B, below.
 - ii) The Educator shall have at least four unannounced observations during the school year.
 - B) In their second and third years of practice or second and third years as a non-PTS Educator in the school:
 - i) The Educator shall have at least one announced observation during the school year using the protocols described in section 11B, below.
 - ii) The Educator shall have at least three unannounced observations during the school year.
 - C) 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 observation of at least 30 minutes in duration within 30 school days.
 - D) Each educator will receive no fewer than the minimum prescribed amount of unannounced observations throughout the course of a given evaluation cycle. Receiving more than the prescribed minimum amount of unannounced observations should be viewed as routine and is not indicative of performance issues unless noted in the written feedback.

10) **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 unannounced 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 which must include at least three unannounced observations.
- C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.
- D) 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 observation of at least 30 minutes in duration within 30 school days.
- E) Each educator will receive no fewer than the minimum prescribed amount of unannounced observations throughout the course of a given evaluation cycle. Receiving more than the prescribed minimum amount of unannounced observations should be viewed as routine and is not indicative of performance issues unless noted in the written feedback.

11) **Evaluation Cycle: Observations for Educators Working Less than a Full School Year**

For Educators who are hired after the beginning of the school year, or who are anticipated to work less than the full school year (such as for anticipated leave), shall have the number of observations determined by the Evaluator, which shall be incorporated into the Educator Plan. The LEA shall be notified in writing regarding Educator Plans under this Section.

12) **Observations**

All staff covered by the CBA shall be provided the agreed upon evaluation form utilized in the evaluation.

The Principal and/or Director of Pupil Services will be considered the primary Evaluators unless additional positions are bargained. He/she will be responsible for the final written evaluation.

The Superintendent is responsible for the training of Evaluators in the principles of supervision and evaluation.

The Evaluator's first observation of the Educator should take place by January 1. Observations required by the Educator Plan should be completed by May 15th. The

Evaluator may conduct additional observations after this date. All conferences shall take place prior to the end of the school year, but no later than June 15.

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, but not less than 10 minutes. The Evaluator will carry a colored clipboard into the classroom for the purpose of signifying that an unannounced observation is taking place. The color of clipboard that will be utilized will be announced to all Educators at the beginning of each school year. Additionally, at the conclusion of the unannounced observation the Evaluator will leave an index card in the classroom. The purpose of the clipboard and index card are for notification, and the issue of whether the Educator in fact saw or received either notification shall not be subject to grievance or arbitration.
- ii) The Educator will be provided with at least brief written feedback from the Evaluator within 5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator's mailbox or mailed to the Educator's home.
- 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 observation of at least 30 minutes in duration within 30 school days.
- iv) Each educator will receive no fewer than the minimum prescribed amount of unannounced observations throughout the course of a given evaluation cycle. Receiving more than the prescribed minimum amount of unannounced observations should be viewed as routine and is not indicative of performance issues unless noted in the written feedback.

B) Announced Observations

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.
 - (a) Prior to any observation, all teachers shall receive a copy of the appropriate observation rubric and any agreed upon form utilized in the overall observation.
 - (b) 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.
 - (c) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator

shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform 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

- (1st) 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.
 - (2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
- (d) Within 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.
- (e) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
- (1st) Describe the basis for the Evaluator's judgment.
 - (2nd) Describe actions the Educator should take to improve his/her performance.
 - (3rd) Identify support and/or resources the Educator may use in his/her improvement.
 - (4th) State that the Educator is responsible for addressing the need for improvement.
- (f) The Evaluator must sign the observation form(s).
- (g) The Educator will be given 7 school days to sign and return the observation form(s) and may comment on any aspect of the forms. The Educator's signature does not necessarily indicate agreement with the comments.

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 are expected to make frequent unannounced visits to classrooms. Evaluators are expected to 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. For Educators hired after the beginning of the school year, or anticipated to work a partial school year due to anticipated leaves of absence, the Evaluator may determine as part of the Educator Plan that a Formative Assessment is not required. 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 two weeks 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.
 - 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, by email or to the Educator's school mailbox or home.
 - G) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.
 - H) The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
 - 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 two weeks 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, by email or to the Educator's school mailbox or home.
- 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 5 school days of receiving the report.
- G) The Educator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- 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 May 15th.
- 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.
- F) 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.
- G) No less than four weeks 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.
- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than May 15th.
- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
- K) 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.
- L) 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.
- M) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

16) **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 2013-2014 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 2013-2014 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) A Directed Growth Plan shall be one school year in duration.

- C) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- D) 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 May 15th.
- E) 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.
- F) 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.

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 30 school days and no more than one school year. Where an Educator with PTS moves directly from a self-directed growth plan to an improvement plan, the improvement plan shall be at least 60 instructional days in duration 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 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. At that meeting, the Educator shall be provided the opportunity to make suggestions regarding the content of the improvement plan. The

Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.

- ii) The Evaluator shall inform the Educator that he/she has the right to representation at the meeting(s).
 - iii) Upon the Educator's request a representative of the Association shall attend the meeting(s).
- 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 that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- 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.

20. Timelines (Dates in italics are provided as guidance)

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	<i>September 15</i>
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1
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)	October 15
Evaluator completes Educator Plans	November 1
Evaluator should complete first observation of each Educator	November 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment Report date established by Evaluator	<i>January 5*</i>
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	<i>February 1</i>
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	<i>February 15</i>
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	<i>April 20*</i>
Evaluator completes Summative Evaluation Report	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1

Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 15

A) Educators with PTS on Two Year Plans

Activity:	Completed By:
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	June 1 of Year 1
Evaluator conducts Formative Evaluation Meeting, if any	June 1 of Year 1
Evaluator completes Summative Evaluation Report	May 15 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	June 10 of Year 2
Evaluator and Educator sign Summative Evaluation Report	June 15 of Year 2

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.

21. 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 must 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 2013-14 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.

- D) Nothing in this section shall abridge the provisions of Massachusetts General Laws, including Chapter 71, Section 42.

22. Rating Impact on Student Learning Growth

ESE will provide model contract language and guidance on rating educator impact on student learning growth based on state and district-determined measures of student learning. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter.

23. 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.

24. 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.

25. Transition from Existing Evaluation System

- A) The LEA and Lanesborough School Committee agree to place all PTS teachers who are in "good standing" at the Proficient classification. There are no teachers on corrective action or improvement plans as of the 2011-2012 school year.
- B) The pool of teachers to be evaluated in the 2012-2013 school year will be made up of the non PTS staff, with the remaining slots filled by drawing from a hat names of Teachers not evaluated during the 2011-2012 school year. All other teachers will be rated proficient and placed on a two year, self-directed growth plan.
- C) The parties agree that to address the workload issue of Evaluators, during the first evaluation cycle under this Agreement in every school or department, the names of the Educators who are being placed on Self-directed Growth Plans shall be literally or figuratively "put into a hat." The first fifty (50) percent drawn shall be on a 1-year Self-directed Growth Plan and the second fifty (50) percent shall be on a 2-year Plan.

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.

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. Prior to the meeting, the Educator will be informed that he/she may have a representative from the Association in attendance on their behalf.

- 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. To jointly review the Evaluation Procedure no later than June 1st of each year.
- ii. Said 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.
- iii. If DESE releases new regulations or guidelines that are intended to be subject to collective bargaining, than neither party waives their right to bargain.

- F) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. Where personnel actions are involved, the arbitrator will conclude that the district has substantially complied with the evaluation process only if 1) the educator was fully and fairly notified of each deficit in his or her performance upon which the Principal and/or the District has made a personnel decision, and 2) the Educator was given the sufficient resources and time to improve according to the evaluation instrument. If there was substantial compliance regarding the termination or non-renewal of the Educator, then reinstatement will not issue.

- G) The contents of all observations and formative and summative evaluations shall be kept within the employee personnel file. All contents of the evaluations shall be kept confidential except from appropriate administrators and the specific employee. The employee may give permission to allow other individuals access.

APPENDIX F – INTENT TO RETIRE FORM

Lanesborough Elementary
Lanesborough Education Association
Intent to Retire Submission Form

Intent to retire must be submitted by Lanesborough Education Association members prior to February 1st in the year proceeding retirement in order to have access to the severance package described in Sections b & c of Article VIII – Severance. Access to this severance package also requires that the teacher have at a least twenty (20) years of service in the Lanesborough School System as a teacher, and be at least fifty (50) years of age.

Name: _____

Date of Submission: _____

Please select from the following:

Hired prior to July 1, 2007

Hired after July 1, 2007

This form shall constitute my written intent to retire for purposes of Article VIII – Severance. I will submit an irrevocable decision to retire in writing by November 1st. If I do not submit my irrevocable decision to retire in writing by November 1st, I will submit my irrevocable decision to retire in writing by February 1st (i.e. within 3 months of the November deadline) and retire at the end of the next school year if I wish to have access to the severance package.

Signature

APPENDIX G – IRREVOCABLE DECISION TO RETIRE FORM

Lanesborough Elementary
Lanesborough Education Association
Irrevocable Decision to Retire Submission Form

An irrevocable decision to retire must be submitted by Lanesborough Education Association members prior to November 1st in the school year of retirement in order to have access to the severance package described in Sections b & c of Article VIII – Severance. In the event an irrevocable decision to retire is not submitted by November 1st, an irrevocable decision to retire must be submitted by February 1st of that school year (i.e. within three months of the November 1st deadline) to retire at the end of the following school year. Failure to submit an irrevocable decision to retire in accordance with these terms will result in the teacher relinquishing eligibility to the severance package.

Name: _____

Date of Submission: _____

Please select from the following:

Hired prior to July 1, 2007

Hired after July 1, 2007

I hereby submit my irrevocable decision to retire from employment with the Lanesborough Elementary School effective July 1, 20____.

Signature

**Addendum to the Collective Bargaining Agreement
Between the
Lanesborough School Committee
And the
Lanesborough Education Association**

This addendum to the collective bargaining agreement is entered into this 15 day of February, 2006, by and between the Lanesborough School Committee and the Lanesborough Education Association, to memorialize an ongoing agreement between the parties. The parties, therefore, agree to make part of the collective bargaining agreement the following:

1. Effective September 1, 2004, the Superintendent or his/her designee may appoint an Acting Principal in a temporary capacity. Such person, when appointed to the acting position, will receive a stipend of eight-hundred dollars (\$800) annually.
2. This addendum will be attached to and be part of the collective bargaining agreement between the parties dated September 1, 2004 to August 31, 2007.

For the Lanesborough School Committee


By Its Chairperson

2-15-06
Date

For the Lanesborough Education Association


By Its President

2-15-06
Date