

**AGREEMENT**

**between the**

**TOWN OF LENOX SCHOOL COMMITTEE**

**and the**

**LENOX EDUCATION ASSOCIATION  
(UNIT C)**

**July 1, 2023 - June 30, 2026**

# TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION AND JURISDICTION.....	1
ARTICLE 2 - COMMITTEE RIGHTS AND PREROGATIVES .....	1
ARTICLE 3 - ALTERATION OR AMENDMENT OF AGREEMENT.....	2
ARTICLE 4 - UNIT REPRESENTATIVES.....	3
ARTICLE 5 - DUES.....	3
ARTICLE 6 - SALARIES .....	3
ARTICLE 7 - HOURS, CONDITIONS AND DUTIES .....	4
ARTICLE 8 - CHANGES OF ASSIGNMENT .....	6
ARTICLE 9 - VACANCIES AND PROMOTIONS.....	6
ARTICLE 10 - EVALUATION .....	8
ARTICLE 11 - MEDICAL LEAVE .....	9
ARTICLE 12 - TEMPORARY LEAVES OF ABSENCE.....	11
ARTICLE 13 - INJURY IN THE COURSE OF EMPLOYMENT .....	13
ARTICLE 14 - INSURANCE .....	14
ARTICLE 15 - RETIREMENT ALLOWANCE.....	16
ARTICLE 16 - VACATION AND HOLIDAY PLANS .....	17
ARTICLE 17 - CONTRACTING OF WORK.....	19
ARTICLE 18 - GENERAL .....	19
ARTICLE 19 - PERSONNEL FILES.....	20
ARTICLE 20 - SUMMER POSITIONS.....	21
ARTICLE 21 - EDUCATIONAL IMPROVEMENT.....	21
ARTICLE 22 - EXPERIENCE FACTOR.....	22
ARTICLE 23 – USE OF SCHOOL FACILITIES .....	22
ARTICLE 24 - GRIEVANCE AND ARBITRATION .....	22
ARTICLE 25 - DURATION OF AGREEMENT .....	26
APPENDIX A (Salaries and formula for Unit C employees) .....	27
APPENDIX B (Categories, Positions & Degree Requirements) .....	29
APPENDIX C (Evaluation Instrument) .....	30
APPENDIX D (Grievance Form) .....	34

AGREEMENT made as of this 1st day of July 2023 by and between the SCHOOL COMMITTEE FOR THE TOWN OF LENOX, MASSACHUSETTS (hereinafter the Committee), and the LENOX EDUCATION ASSOCIATION (hereinafter the Association).

## **ARTICLE 1 - RECOGNITION AND JURISDICTION**

The Committee recognizes the Lenox Education Association as the sole and exclusive bargaining agent of Instructional Paraprofessionals, Non-instructional Paraprofessionals, Clerical Staff and Food Service/Transportation Workers (Appendix B) employed by the Committee except (a) employees employed at the Superintendent's office, (b) probationary employees, (c) BTEP employees, (d) students, (e) seasonal, temporary or part-time employees working fewer than 100 days in a fiscal year, and (f) substitutes.

## **ARTICLE 2 - COMMITTEE RIGHTS AND PREROGATIVES**

- 2.1 The parties recognize that the Committee itself and through its Superintendent and administrators has and will continue to retain, whether exercised or not, the prerogative to direct the operation of the public schools in the Town of Lenox in all their aspects. Such prerogative shall include but shall not be limited to: maintaining public elementary and secondary schools in the Town of Lenox; advising the Town as to the need for new school facilities; determining the care, maintenance, operation and hours of operation of buildings, lands, apparatus and other property used for school purposes; determining the number, age, and qualifications of the pupils to be admitted into each school; determining and establishing the hours and times of instruction and the length of the school day; employing, assigning and transferring Education Support Professionals (ESPs); suspending and dismissing ESPs of the schools; designating the schools which shall be attended by the various children within the Town; making such provisions as will enable each child of school age residing within the Town to attend school for the period required by law; providing for the transportation of children; prescribing rules for the management, course of studies, classifications of students and discipline for the public schools; selecting and approving textbooks to be used; making rules for the arrangement, use and safekeeping of the school libraries and approving the books selected therefor; preparing and submitting budgets to the Town Meeting; expending monies appropriated by the Town for the maintenance of the schools; making such transfers of funds within the appropriated budget as it shall deem desirable. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part except that the same shall not be exercised in such a manner as to violate any of the express terms of this agreement. No action taken by the Committee, Superintendent or administrators under such rights, responsibilities and prerogatives shall be subject to the grievance and

arbitration provisions of this agreement unless the action violates one or more of the express provisions of this agreement.

- 2.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the undertakings and agreement arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the Committee and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and both agree that the other not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not referred to specifically or not covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the parties at the time that they negotiated or signed this Agreement.
- 2.3 If either of the parties hereto shall during the life of the Agreement desire to make any proposal with respect to the modification or alteration of this Agreement or with respect to any matter not expressly covered by this Agreement, the said party may submit such proposal, in writing, to the other party and request a meeting. Within ten days of the submission of such proposal, the recipient thereof shall acknowledge the receipt thereof and indicate whether or not it wishes to discuss the same. The submission of such proposal and any subsequent discussion thereof shall not be construed by either of the parties hereto as an agreement by the other that said proposal comes within the purview of this Agreement.

### **ARTICLE 3 - ALTERATION OR AMENDMENT OF AGREEMENT**

- 3.1 The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the undertakings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Committee and the Association, for the life of this agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement, or with respect to any subject or matter not referred to specifically or not covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated and signed this agreement.
- 3.2 No agreement, alteration, variation, waiver or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless agreement is made and executed in writing between the parties to this Agreement.

- 3.3 If any of the parties desires to make any proposal to modify or alter the terms of this agreement, then that party may submit such proposal, in writing, to the other parties and request a meeting. Within ten (10) days of the submission of such proposal, the recipient thereof shall acknowledge the receipt of the proposal and indicate whether or not it wishes to have a meeting to discuss the proposal. The agreement by any party to meet to discuss a proposal shall not be interpreted as an agreement to enter into collective bargaining about the proposal unless and until any agreement is reduced to writing and signed by all necessary and appropriate parties.

#### **ARTICLE 4 - UNIT REPRESENTATIVES**

The Association shall deliver to the Superintendent a written list of the unit representatives, all of whom shall be employees of the Committee and within the bargaining group, immediately after their designation and the Association shall notify the Committee of any changes.

#### **ARTICLE 5 - DUES**

- 5.1 The Committee agrees to deduct from the salaries of its ESPs dues for the Lenox Education Association, the Massachusetts Teachers Association, the National Education Association, or any one of said associations as said ESPs individually and voluntarily authorize the Committee to deduct, and to transmit the monies, promptly to the Lenox Education Association. ESP authorization will be in writing in the form provided by the LEA Treasurer.
- 5.2 Each of the associations named in paragraph A above will certify to the Committee in writing the current rate of its membership dues. Any association which will change the rate of its membership dues will give the Committee 30 days written notice prior to the effective date of such change.

#### **ARTICLE 6 - SALARIES**

- 6.1 The beginning wage for each new Unit C employee covered by this Agreement shall be determined utilizing the wage scale set forth in Appendix A. An employee shall receive the negotiated wage increase on July 1 of each calendar year.
- 6.2 If an employee whose job description does not ordinarily require the monitoring of classes on a regular basis and is assigned to monitor in the classroom for a teacher or teachers who are absent from work, such employee shall be paid, in addition to their regular daily rate according to the scale in Appendix A, Section 3.

- 6.3 Employees covered by this agreement shall be paid overtime at the rate of one and one-half (1 1/2) times such employee's regular straight hourly rate of pay for work assigned by the Superintendent in writing in excess of 40 hours in one work week.
- 6.4 An employee assigned to perform specific, extraordinary duties as provided in a student's Individual Education Plan shall be paid an additional 5% of their regular hourly rate for the time worked in providing such extraordinary services. These duties could include, but not be limited to, toileting and diapering, lifting to assist a student in and out of a wheelchair, and feeding where specialized training is required to prevent choking because of a swallowing disability and such other extraordinary duties as may be identified by the Superintendent or his/her designee. If a situation occurs when the Superintendent or his/her designee is required to identify such extraordinary duties that are not contained in a student's IEP then the Superintendent will notify the Association. The Superintendent may proceed to implement such duties provided that such implementation meets the conditions of new and extraordinary duties. Every reasonable effort will be made by the administration to insure that two adults are present when a student requires toileting or diapering assistance.
- 6.5 A paraprofessional in Pre-school will receive a stipend of \$510 yearly to cover the necessity of diapering students who have demonstrated a lack of toilet-training. The provisions of Article 6.4 take precedence over this section.
- 6.6 A Unit C employee whose job title is classified in the "instructional" or "clerical" column in Appendix B of this agreement will be compensated at the "AS" rate (Appendix A, Section 1) if they hold an associate's degree or higher at the time of hire or when the Employee earns an associate's or higher degree during the course of employment. Employees seeking movement to the "AS" pay level during the course of a school year may be asked to submit a transcript showing satisfactory completion of the degree.
- 6.7 Existing Unit C employees who make a higher rate of pay than in Appendix A, Section 1, shall at no time be reduced in their level of compensation. Any increases for existing Unit C staff who have surpassed the current level shall be fixed by contract as described in Appendix A, Section 2.

## **ARTICLE 7 - HOURS, CONDITIONS AND DUTIES**

- 7.1 The work year of the paraprofessional, except those with extended contracts, will not exceed one hundred eighty-three (183) days during any one school year. The work year shall include the two work days immediately preceding the first day that pupils

begin a new school year, and the district-designated professional development day when students are not in attendance, and any other days on which attendance, in the opinion of the Superintendent is desirable. If any paraprofessional is required to work additional days, he/she shall be notified in a timely fashion and shall be compensated at his/her hourly wage.

Of the one hundred and eighty-three days, two days shall be immediately before school begins and one additional day shall be scheduled for professional development. Paraprofessionals shall be consulted (by committee if they so designate) regarding the professional development for the one day that they attend.

Fulltime paraprofessionals shall work full days when students are dismissed for a half day for the purpose of faculty and staff professional development.

- 7.2 An employee's regular daily scheduled hours and work days shall from time to time be established and revised by the Superintendent or his/her designee. After implementation thereof, and upon written demand to bargain given by the Association to the School Committee within those 30 days immediately following implementation, the parties shall meet and bargain any mandatorily bargainable matters.
- 7.3 Prior to the last day of the school year, the administration shall notify each member of the unit as to his or her employment for the upcoming school year. The Superintendent or his/her designee, may change the employment status of a unit member prior to August 1 for any unanticipated exigency that may occur and will provide the unit member with the reason for that change. After August 1 a change in employment status shall be covered by section 5 of this article.
- 7.4 Any reasonable request by the Administration to one or more employees to work more than regularly scheduled hours or regularly scheduled work days shall not be refused.
- 7.5 The Association and each employee recognize the authority and responsibility of the administration to discipline, reprimand, suspend and dismiss an employee for just cause. The presence or absence of just cause shall be subject to grievance and arbitration as provided in Article 24. An employee who receives a written notice of layoff shall be deemed to be laid off and not disciplined, reprimanded, suspended or dismissed.
- 7.6 An employee who has worked less than 91 working days from his or her most recent date of hire is a probationary employee and whose employment may be terminated with or without cause by written notice to the employee and such termination of employment shall be final and conclusive in all respects and not subject to the provisions of Article 24.

- 7.7 An employee may be laid off upon fourteen (14) days' notice. An employee may grieve the action of the Superintendent relative to said layoff and the decision of the school committee shall be final and conclusive in all respects and not subject to the provisions of Article 24.
- 7.8 At the request of an employee and with the written approval of the Principal, the employee's work hours may be altered to permit work to commence up to one hour earlier and end up to one hour earlier during the period beginning two weeks after the close of school in June and ending two weeks before the start of school in the fall.
- 7.9 The Committee may elect to create and have filled a job sharing position provided (a) one job in the job sharing position is at least .5 FTE, and (b) the job sharing position is used to fill a new position or a vacant position and not to lay off an employee.

### **ARTICLE 8 - CHANGES OF ASSIGNMENT**

Whenever the Superintendent or his designee deems it advisable to change the work assignment (including building change) of one or more employees, he/she will provide the notification of change to the employee or employees involved fourteen (14) calendar days prior to the change. At the time of notification, the Superintendent shall indicate whether the change of assignment is permanent or temporary. If the assignment is deemed temporary, the unit member shall have the option of returning to his/her assignment held before said change of assignment. Whenever an assignment is in a category that pays a higher rate, the unit member shall be paid at that rate. In cases of emergency, reasonable notice will be provided. If any one or more of the involved employees wishes to discuss such change of work assignment with the Superintendent or his designee prior to the effective date of the change of work assignment, the employee shall request a conference within five (5) days of the receipt of the notice of change of work assignment. The Superintendent or his/her designee shall confer with the employee within five days of receipt of such request and consider the employee's comments. The decision of the Superintendent or his/her designee shall be conclusive with respect to all matters coming within the purview of this article and not subject to grievance or arbitration.

### **ARTICLE 9 - VACANCIES AND PROMOTIONS**

- 9.1 Whenever, after all assignments have been made, there is or occurs a vacancy in a unit position, the Superintendent or his/her designee shall, as soon as practicable, so advise the Association by circulating a notice electronically to all employees. Such notice shall briefly describe the position involved, the date that the position is expected to be filled and the time within which current employees must apply for the position. Such notice shall be posted for five (5) calendar days, and copies shall be forwarded to the President of the Association.



9.2 Applications for such position shall be accepted from personnel within and outside the Lenox Public Schools. The Superintendent or Principal, as the case may be (appointing official), in filling the position shall consider the background, skills and experience of each applicant together with such other factors as it shall deem to be relevant. If, in the judgment of the appointing official, the background, skill and experience of applicants deemed by it to be most qualified are substantially equal, it will give preference to an applicant then currently employed by the Lenox Public Schools unless, in the opinion of the appointing official consideration of such other factors as he/she deems to be relevant causes him/her to conclude that the grant of such preference is not in the best interests of the Lenox Public Schools.

9.3 The Committee may create different position(s) for work to be done by employees and may make changes in job descriptions and positions and may eliminate positions. As needed, the Superintendent and LEA leadership agree to work on new and revised job descriptions for Unit C employees. The new job descriptions will be compliant with the Fair Labor Standards Act (FLSA). The Committee shall establish a temporary wage rate for each such position. Thereafter, the School Committee shall notify the Association of each position, the duties to be performed (which may include duties performed under one or more existing positions), the number of positions established and the temporary wage rate to be paid for each such position and may proceed to fill such positions, provided always, that after implementation and upon written demand from the Association, the Committee shall meet and bargain a final wage rate for such positions.

9.4 The Association and Committee agree that the Committee has the sole right to create and eliminate positions and to determine which and how many positions shall be eliminated. When in the discretion of the Committee, it elects to reduce the number of Unit C employees such reduction shall be exercised in reverse order of seniority. However, if in the opinion of the administration, a reduction by seniority is not in the best interest of the school district, the administration may reduce the number of employees in a category based upon the skills, knowledge and qualifications needed to fulfill the requirements of the position. Such decision by the administration shall not be grieved by the employee beyond level three (School Committee).

Unit members shall accrue seniority determined by length of continuous service in the Lenox Public Schools. Length of service will be determined from the first and actual day of permanent employment within the district. Any leave granted, pursuant to this agreement, shall not be considered a break in service. Any paraprofessional who is laid off will, if contacted to return to work, be entitled to all of the benefits to which he/she was entitled prior to the layoff, including but not limited to unused accumulated sick leave, and position on the salary schedule.

Laid off unit members will be given first opportunity to fill any vacancy for which they are qualified within Unit C in the inverse order of his/her layoff for up to one calendar year. If a unit member declines, the Committee will have no further

obligation to recall them. If in the opinion of the administration there is a question as to whether a person contacted to return will be able to perform in a position different from the one he or she filled at the time of layoff, the unit member will be assigned on a three-month probationary period.

## **ARTICLE 10 - EVALUATION**

- 10.1 Evaluation is intended to be a constructive process, the purpose of which is to improve the quality of performance provided by the Employee. The evaluation system that follows will be in force during the life of this contract and is based upon a philosophy that a high level of work performance can only be achieved in an atmosphere of mutual respect, trust and positive dialogue among all the participants in the evaluation.
- 10.2 Each new employee shall be evaluated on a one-year cycle by the Principal or Superintendent. Employees beyond the first year of employment will be on a two-year cycle (two). The form set forth in Appendix C shall be used for all evaluations. All employees shall be initially placed on the evaluation cycle by the Superintendent or his designee. All evaluations shall be in writing and made available for review by the Employee involved by May 15 of each appropriate year. The evaluator shall meet with the Employee to discuss the evaluation when it is completed.
- 10.3 Each year (new employees or employees on a one-year plan) or every other year (employees on a two-year plan), prior to October 15, the Employee shall meet with the supervisor to identify one goal related to job competencies. Attainment of the goal shall be discussed with the supervisor at the end of the year but will not impact the assignment of performance ratings on the evaluation form.  
  
If, at the end of the one- or two-year cycle, the evaluation rates the Employee as unsatisfactory, then improvement of that rating must be one of the goals in the next cycle.
- 10.4 The supervisor or administrator will conduct at least two informal observations during the school year and one formal observation (prior to March 1) during the evaluation cycle of the Employee (one- or two-year). The evaluator shall consult with others who work with or supervise the Employee as part of the evaluation process.
- 10.5 The Principal or Superintendent may at any time place an employee on a One Year Improvement Plan (IP) if the Principal or Superintendent believes the work of the Employee needs improvement. The IP shall set forth the improvement expected in order to become eligible for reappointment. If an employee achieves the improvement expected, the Employee shall be notified in writing and be removed from the IP.

The Employee may not be reappointed or his or her employment may be terminated by the Principal or director of student services with the approval of the Superintendent at any time after the Employee has been on an IP for (90 days) if in the opinion of the Principal, director, or Superintendent, the Employee has not or is not likely to achieve the improvement expected within 12 calendar months.

- 10.6 Two copies of the final evaluation form shall be prepared. One shall be placed in the personnel file and one shall be given to the Employee.
- 10.7 Anytime within two weeks of receipt of the written final evaluation, the Employee shall have the opportunity to make written comments regarding the evaluation. Said Employee's written comments shall be attached to the final evaluation form.
- 10.8 A final evaluation is to be signed by the Employee. The signature indicates that the Employee has seen and read the evaluation before it is placed in the personnel file and does not imply agreement with the contents.
- 10.9 Failure of the Employee to sign the evaluation report within five school days of being requested to do so may be noted on the evaluation report by a statement signed by the evaluator making the request and the evaluation report with the evaluator's signed statement shall be filed in the Employee's personnel file.
- 10.10 Compliance with the procedural provisions of Article 10, but not the substantive decisions including but not limited to decisions as to the information considered in reaching any opinion made under Article 10 shall be subject to Article 24 (Grievance Procedures).

## **ARTICLE 11 - MEDICAL LEAVE**

- 11.1 Definitions: (pertain only to Article 11)

Medical Leave includes:

Employee: An employee that works at least 20 hours per week and at least 100 work days per year shall be entitled to Medical Leave under this article.

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

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

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

- 11.2 An employee shall be credited with fifteen (15) days of paid medical leave during each work year of employment which can be used for either personal medical leave or for rendering necessary care or comfort to an ill member of the Employee's immediate family or a person living within the Employee's household. Part-time employees (under 20 hours) shall be eligible for medical leave on a prorated basis.
- 11.3 All fifteen (15) Medical Leave days may be carried over each year. Such carried over medical leave may be accumulated without limit while continuously employed within the district.
- 11.4 An employee may use any of his/her accumulated Medical Leave for personal medical leave.
- 11.5 An employee shall be allowed to use up to a total of twenty (20) days for the necessary care and comfort of immediate family members in each school year, if adequate days have been accrued by the individual employee.
- 11.6 Medical leave and/or accumulated medical leave may be used for the purposes of illness only, unless otherwise specified in this Article.
- 11.7 In the event of the absence of an employee because of illness for more than three (3) consecutive days or the development of a pattern of absences in any work year, the Employee shall, upon request of the Superintendent or his/her designee, submit to the Superintendent a certificate of a duly practicing physician substantiating such illness. After an absence of more than five (5) consecutive days because of illness the Employee may be required to comply with the documentation requirements in accordance with the Family Medical Leave Act of 1993.
- 11.8 If a quarantine is established by the local Department of Public Health because of exposure to a contagious disease during performance of professional responsibilities, then any absence due to quarantine periods shall be paid for in full and shall not apply against the credit of medical leave. In all such cases the Department of Public Health or its designated agent, such as the school nurse, must submit the notice of quarantine to the Superintendent to include the beginning and closing of the quarantine period.
- 11.9 Attendance Bonus: Any Employee who does not use any sick or personal days for an entire school year shall receive a \$500 bonus payment by June 30th of that year. Any ESP who uses a combined total of five (5) or fewer sick and personal days shall receive a \$300 bonus payment by June 30th of that year.

## ARTICLE 12 - TEMPORARY LEAVES OF ABSENCE

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

- 12.1 Bereavement Leave: For bereavement purposes in the event of a death in the immediate family of the Employee, or a person living within the Employee's household, a period not in excess of five (5) school days. Any one or more said days may be used to attend the interment and related services. In the event of a death outside the immediate family, leave may, but need not be granted, at the discretion of the Superintendent. The aforementioned leave need not be taken consecutively but is to be used within thirty (30) days immediately following the date of death except where interment is delayed. Under unique circumstances, the Superintendent may but need not approve the extension of the taking of bereavement days beyond the thirty (30) day period.
- 12.2 Jury Duty: Employees who are required to perform jury duty which occurs during their regularly scheduled work day shall receive that portion of their regular salary which, together with compensation for jury duty, equals the normal salary for that period of time. The Employee shall be expected to report for duty during his/her normal work hours when he is not actually performing jury duty or commuting thereto.
- 12.3 Personal Days: For reasons personal to the Employee which cannot be performed outside of the "work day." Said leave shall not cumulatively exceed three (3) days in any one work year and shall not be used as additional vacation, extension of holidays, or as time off for the convenience of an employee when other arrangements may be made. Exceptions may be made at the discretion of the Superintendent. Employees may but need not provide reasons for leave taken under this Section but shall abide by the standard outlined. Unused personal days at the end of each fiscal year shall be added to accumulated medical leave under Article 11 hereof to be used for the purposes of illness only as provided in Article 11.6, and may not be used for personal or other non-illness leave. The Association and Committee shall work cooperatively to achieve a better understanding by employees of what is and is not permitted under this Section. The Committee or designee gives up its right to challenge an individual employee's use of leave under this Section unless the day(s) requested precedes or follows a vacation or occur at the beginning or end of the school year. Patterns of absences may be brought to either party's attention at any time.
- 12.4 The Superintendent may grant an unpaid temporary leave of absence to an employee who has been employed by the Committee for at least three consecutive months, and is a full-time employee. The Employee shall be granted, upon request, a leave for the purpose of giving birth. The Employee must intend to return to work at the conclusion

of the leave of absence. The Employee shall notify the Superintendent and building Principal in writing at least 45 school days prior to the probable date said leave is to commence or as soon as is practical. The length and conditions of the leave will comply with the Family and Medical Leave Act of 1993 or any other applicable federal and state laws.

The Committee will grant twenty (20) consecutive workdays of paid parental leave, without any deduction from accumulated sick leave, for birth, adoption, child rearing, or court placement; provided that there was a timely request for said leave and the paid leave is started within twelve (12) weeks immediately following the birth or arrival of the adopted child. No more than one such paid leave may be received within a school year. The time shall not be increased as a result of multiple births or adoptions. Paid parental leave days also may be granted at the Superintendent's discretion.

- 12.5 The Superintendent may grant an unpaid temporary leave of absence to an employee for the purpose of adoption, foster placement and for rearing of a newly adopted or newly placed foster child seven (7) years old or younger or, in the case of a physically or mentally disabled child, 22 years old or younger. The said leave shall be without pay except that the Employee may utilize accumulated sick leave days during the leave granted hereunder. No provision of this section shall be deemed to be in conflict with the Family and Medical Leave Act of 1993 or any other applicable federal or state laws.

- 12.6 Superintendent Discretionary Leave: The Superintendent or his/her designee may, but need not, upon Employee's written request, grant temporary leaves of absence of short duration for such reasons as the Superintendent or his/her designee deems appropriate without pay and upon such other terms and conditions as the Superintendent or his/her designee may determine and the grant, denial and imposition of terms and conditions by the Superintendent with respect to such leave shall be conclusive and shall not be subject to grievance or arbitration.

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

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

- 12.7 Statutory Leave

1. The parties agree to abide by the Family Medical Leave Act of 1993 (File: GCCC), the National Defense Authorization Act, Massachusetts Maternity/Paternity Leave Act (M.G.L. c. 149, § 105D)(File: GCCF), and Small Necessities Leave Act (M.G.L. 149, § 52D)(File: GCCCG).
  2. Up to fifteen (15) days of Domestic Violence Leave will be granted to eligible employees in accordance with M.G.L. c. 149, s. 52E and applicable District policy. This leave is unpaid except that an employee may use up to fifteen (15) days of paid leave consistent with the definition of family contained in Article IX, Medical Leave.
- 12.8 Religious Leave: An employee shall be granted leave for part of or all of a day for the purpose of religious observance. Religious leave in excess of three days in a fiscal year shall be granted at the discretion of Superintendent.

### **ARTICLE 13 - INJURY IN THE COURSE OF EMPLOYMENT**

- 13.1 If an employee, because of injury sustained in the course of and arising out of employee's employment by the Committee, is receiving benefits under Section 34 of Chapter 152 of the General Laws of the Commonwealth of Massachusetts (Workmen's Compensation Act), the Committee shall, if the Employee so elects, pay to such Employee each pay period so long as such Employee is receiving benefits under said Section 34, an amount equal to the difference between the Employee's salary at the time of such injury and amount of weekly indemnity being received by the Employee. The total amount payable under this article because of any one injury shall not exceed an amount obtained by multiplying the number of such Employee's accumulated medical leave days by such Employee's per diem rate. (Total amount payable = number of employee's accumulated sick days x employee's per diem rate.) The number of accumulated medical leave days available to the Employee shall be reduced by an amount equal to the total sum paid to employee under this article divided by the employee's per diem rate. (Number that accumulated sick days is to be reduced by = total sum paid to employee divided by employee's per diem rate.)
- 13.2 If the illness or injury of an employee comes within the purview of both this article and Article 11 "Medical Leave," it shall be deemed to come within the purview of this article, and such employee shall not be paid any benefits pursuant to Article 11 for such illness or injury except as is provided in the preceding paragraph.
- 13.3 ESPs will immediately report in writing all cases of assault made or suffered by them in connection with their employment to the Superintendent of Schools and the building Principal. The building Principal shall, if requested by the ESP (a) request the Lenox Police Department to investigate the incident and (b) request the Lenox Police Department to assist the ESP to obtain a show cause hearing.

- 13.4 A copy of the ESP's report under Article 13.3 hereof will be forwarded to the Superintendent who will comply with any reasonable request from the ESP for information in its possession relating to the incident or the persons involved.
- 13.5 The Committee agrees to indemnify ESPs in accordance with the provisions of Massachusetts General Laws, Chapter 258, § 9.

#### **ARTICLE 14 - INSURANCE**

- 14.1 The Committee will pay 75% of the cost for individual or family coverage, as the case may be, for the HMO plan selected by the Town, with such benefits and through such organizations as may from time to time be selected by the Town of Lenox. This benefit shall be available to employees who work 20 or more hours per week and at least 700 hours per year.
- 14.2 For coverage under the Town's POS or PPO plans (or any future plan where the monthly cost to the Town is more than the monthly cost for the HMO plan selected by the Town), the Committee will pay a dollar amount equal to 75% of the individual or family coverage, whichever is applicable, of the HMO plan as the Town of Lenox shall from time to time select; provided, however, that in no case shall the Committee pay less than 50% of the cost of individual or family coverage, as the case may be. This benefit shall be available to employees who work 20 or more hours per week and at least 700 hours per year.
- 14.3 The Association waives all rights to bargain over any and all changes in the movement of prescription drugs from one tier to another.
- 14.4 The Committee and participating LEA members will share the administrative costs of a Flexible Spending Account program. The Committee will assume 80% and participating members will assume 20% of said costs.
- 14.5 The Committee shall continue to offer a dental insurance plan for employees who work 20 or more hours per week and at least 700 hours per year. The cost of dental insurance shall be borne by the Employee.
- 14.6 At least once each year, the Committee shall provide employees with an open enrollment period during which each employee may select from the plans offered under paragraphs 14.1 - 14.2 above. During such open enrollment, the Town or Committee shall provide written notice of the plans to be offered during the following fiscal year and the expected cost for each of the plans for the coming fiscal year.
- 14.7 The Committee shall continue to offer a 403(b) plan to all employees, funded entirely by deductions from employee salaries.



- 14.8 The employees will be eligible to participate in a group life insurance plan. A \$5,000 life insurance policy is available, 75% of the premium cost of which is borne by the Town of Lenox unless modified in accordance with Massachusetts General Laws, Chapter 32B.
- 14.9 The Committee will continue to contribute to the existing group disability insurance program established by the MTA for eligible employees within its employ who work 20 or more hours per week (700 hours per year) and will pay the premiums for each participating paraprofessional to a maximum of \$4.29 per month provided each participating paraprofessional authorizes payment of the balance of the premium, if any, through payroll deduction.

#### Employees Healthcare Plan Changes

- 14.10 If a Unit C employee was enrolled in the Town's HMO, POS or PPO health insurance plan on June 30, 2006 and after June 30, 2023 chooses to un-enroll from these plans and remains un-enrolled in any of the Town's HMO, POS PPO or Medex health insurance plans for three (3) consecutive years [measured from the date the employee's coverage terminated]:
- a. The Town shall pay the employee \$3,500, so long as (1) the individual remained employed by the Committee and as a member of the bargaining unit under the terms of this collective bargaining Agreement for the entire 3-year period, (2) the individual remained eligible to join or re-join the Town's HMO, POS or PPO health insurance plan during the entire 3-year period, (3) the employee is not at any time during the 3-year period covered, through a spouse or otherwise, by any of the Town's health insurance policies [including but not limited to the HMO, POS, PPO or Medex] and (4) the employee is covered under another health insurance plan for the entire 3-year period and provides satisfactory evidence of such coverage to the Committee.
  - b. If at any time after the initial termination of coverage but before the expiration of 3 consecutive years the employee wishes to re-join the Town's insurance plan, he or she may do so if (1) such decision is made during the annual "open enrollment" period, or (2) a "qualifying event" occurs which would entitle the employee to re-join under the law. If an employee re-joins the Town's HMO, POS, PPO or similar health insurance plan during that 3-year period, or in any manner becomes covered under the terms of any of the Town's health insurance plans during that 3-year period, no payment [partial or otherwise] shall be made.
  - c. This benefit is available one time only for any individual.

- 14.11 If during a health insurance open enrollment period a member of this bargaining unit

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

- 14.11.1 The Town will pay the employee one-half of the amount the Town saves for that one year.
- 14.11.2 No payment under paragraph 2 above shall be made to an individual who at any time during the term of this collective bargaining agreement changed coverage from a less expensive plan to a more expensive plan [whether from individual to family or from HMO to PPO or POS].
- 14.11.3 Payment by the Town will be made in June of the year in which the change became effective.
- 14.11.4 This benefit is available only once for any individual or any household or family during the entire time they work for the School Committee and/or the Town.

### **ARTICLE 15 - RETIREMENT ALLOWANCE**

15.1 After the Employee has worked in the Lenox Public Schools for a period of ten (10) years and is 55 years of age, such Employee shall be paid a retirement allowance to be determined in the following manner:

<u>Days Accumulated Medical Leave</u>	<u>Allowance per Day</u>
0-100	\$25
101+ (no maximum accumulation)	\$30

15.2 In order to receive the aforementioned retirement allowance, an employee must: (a) have completed his or her work assignment for the school year immediately preceding the date of retirement, (b) have worked an average of at least 900 hours per work year during the immediately preceding three work years (c) have provided the Committee written notice of intent to retire at least 90 calendar days in advance of the retirement date. An employee may request that the limitations of sections (a), (b), and/or (c) of Article 15 be waived. The Superintendent will consider such an employee's request and render a decision. The Employee may appeal the decision of the Superintendent to the School Committee. The decision of the School Committee shall be final and shall not be subject to grievance or arbitration.

15.3 Any ESP eligible to receive compensation under the preceding paragraph who submits on or before December 15 written notice that he/she will retire at the end of the school year, shall be paid the additional sum of \$1,500 and thereafter to be paid in accordance with the paragraph

immediately following. If an ESP notified the Committee after the December 15 date, the Committee will have the option of paying the retirement allowance up to nineteen (19) months after notification is received.

15.4 Amounts payable under this article shall be paid on the first regular pay date following the date of retirement. In the event of the death of an ESP eligible to receive compensation under Article 15.1 of this article, the amount payable under this article shall be paid to ESP's spouse, or if none, to the estate of the deceased ESP.

**ARTICLE 16 - VACATION AND HOLIDAY PLANS**

16.1 Employees shall be entitled to paid vacation time and for given holidays each fiscal year in accordance with the following chart:

16.2 Definitions

- a. Year-round Employee - works 52 weeks
- b. School year Employee - works 170 days up to 51 weeks
- c. A year of service is a 12-month period measured from the day the Employee first worked 52 weeks (for year-round employees) or 170 days (for school-year employees) per year.
- d. Years of service - the number of years of continuous employment working 52 weeks (full-year employees) or 170 days (for school-year employees) per year..

YEARS OF SERVICE	REGULARLY SCHEDULED WORK YEAR	
	SCHOOL YEAR (per 16.2)	YEAR ROUND (per 16.2)
After 1 year and through and including 3 years of continuous service	Christmas vacation & Columbus Day	n/a
After 3 years through and including 9 years of continuous service	Christmas & February vacations & Columbus Day & MLK Day	n/a
After 9 or more years of continuous service	Christmas, February, & April vacations & Columbus Day, MLK Day & Memorial Day & Juneteenth (if Juneteenth falls during the school year)	n/a
After 1 year and through and including 5 years of continuous service	n/a	2 weeks per fiscal year

After 5 years through and including 15 years of continuous service	n/a	3 weeks per fiscal year
After 15 years through and including 25 years of continuous service	n/a	4 weeks per fiscal year
More than 25 years continuous service	n/a	5 weeks per fiscal year

16.3 Vacation/holiday time does not accrue from year to year, and must be used within the 12 months that such “vacation time” becomes available to an employee. For full-year employees, the Superintendent or his designee will request each employee to indicate his/her preference for vacation times. Insofar as feasible, vacation requests will be honored, but the Superintendent shall have final authority to determine when vacations may be taken. Generally, vacations will not be granted for days with students in attendance.

16.4 Any employee who leaves employment will be paid for unused “vacation time.”  
**HOLIDAYS**

16.5 All employees will be paid holiday time for the day after Thanksgiving. Such pay shall be equal to such employee’s regular day’s pay at straight time rates. In addition, an employee whose regularly scheduled work year is 52 weeks per fiscal year shall be paid “holiday time” subject to those provisions hereinafter set forth, for the following holidays:

- |                        |                  |
|------------------------|------------------|
| New Year's Day         | Labor Day        |
| Martin Luther King Day | Columbus Day     |
| Presidents' Day        | Veterans Day     |
| Patriots Day           | Thanksgiving Day |
| Memorial Day           | Christmas Day    |
| Independence Day       |                  |
| Juneteenth             |                  |

16.6 An employee shall, subject to the provisions set forth in this subsection, receive as holiday pay a sum equal to such Employee’s regular day's pay at straight time rates. Such pay shall be in addition to all other compensation due to the Employee for hours actually worked on such holiday if the Employee shall be required to work on a holiday.

- 16.7 Vacation/Holiday pay shall not be paid to an employee who has not worked his/her entire last regularly scheduled work day preceding the holiday involved and his/her first regularly scheduled work day subsequent to said holiday. An employee shall, for purposes of this subsection, be deemed to have worked the last regularly scheduled work day preceding the applicable school vacation period or given holiday and the first regularly scheduled work day subsequent to said school vacation period or given holiday if his/her absence from work on said days is excused by the Superintendent or for leave granted under the terms of this agreement except for personal day leave under paragraph 12.3.
- 16.8 After one year of continuous service, a unit member is entitled to the next vacation period following his/her anniversary date. An employee's service shall be deemed to be interrupted if the Employee works fewer than 170 days in a given school year through August 31, provided always that authorized leaves shall not interrupt continuous service.
- 16.9 Vacation/holiday pay will be calculated as follows: employee's regular straight hourly rate multiplied by the number of hours in the Employee's regular work week.

#### **ARTICLE 17 - CONTRACTING OF WORK**

No provision hereinbefore or hereinafter set forth shall preclude the Committee from having work of any nature performed by employees within this unit be done in whole or in part by employees who are not members of this unit or by persons who are not employees of this Committee. If contracted work may result in the reduction of Unit positions, the Committee shall, at the earliest possible date but no later than 14 days prior, provide notice to the affected employee(s) and the LEA President. The Committee shall meet all bargaining obligations under M.G.L. 150E. The Committee shall allow the affected Employee to transfer to a vacant position for which the Employee is qualified. If no vacant positions exist, the Committee shall execute any reduction in Unit C employees per the provisions of Article 9.4.

#### **ARTICLE 18 - GENERAL**

- 18.1 This agreement will be posted on the district's website. The district will provide a hard copy upon request, at its expense.
- 18.2 The Committee shall reimburse employees for use of their own vehicle at the standard mileage rate provided for under the Internal Revenue Service Rev. Proc. 88-52 as amended on September 1. Reimbursement shall only be approved for such trips taken at the direction of the Superintendent of Schools or his designee and with appropriate documentation.

- 18.3 The Association agrees that no employee employed by the Committee shall, during the course of his employment by the Committee, participate in any strike, slowdown, walkout, sit-in or similar activity disruptive of the conduct of the affairs of the Committee or of the educational process of the Committee.
- 18.4 An employee whose regularly scheduled work day is six or more hours shall be entitled to an unpaid, duty-free lunch period of 30 minutes. Such employee may not be required to forego his or her 30-minute lunch period, but may voluntarily waive the same, which waiver shall be in writing if requested by the Superintendent or Principal. Any employee who works at the request of the Principal or the Employee's immediate supervisor during such Employee's unpaid lunch period shall be paid for such time worked at the Employee's regular rate of pay. In addition to an unpaid, duty-free lunch period, an employee, who works a minimum of four hours per day, shall have a paid 15-minute break that shall not be taken at the end of the work day.
- 18.5 The Lenox Education Association (Unit C) and the Lenox School Committee agree to the establishment of a joint labor-management committee for the purpose of enhancing communication between the members of Unit C and the district, employees and supervisors, and to provide all parties with an ongoing forum to discuss, but not collectively bargain, the work practice of the district during the term of the collective bargaining agreement and other matters of concern to the parties. In addition to planned meetings either party may request a meeting to discuss issues and concerns. ESPs shall participate in the LPS District-Wide Professional Development Committee as established in the Unit A contract under article 13.f.

## **ARTICLE 19 - PERSONNEL FILES**

- 19.1 Each employee will have the right, upon request, to review the contents of his/her personnel file, by appointment, excluding personal and confidential recommendations. An employee will be entitled to have a representative of the Association accompany him/her during such a review and the Superintendent or his/her designee may be present if he/she so desires.
- 19.2 No material other than (a) personal and confidential recommendations, (b) material not derogatory to an employee's conduct, service, character or personality, and (c) material of a routine financial nature shall be placed in an employee's personnel file unless a copy is delivered to the Employee. If requested, an employee must affix his/her signature to the copy of the material to be filed. The Employee's signature to the copy only signifies that the Employee has reviewed the material and has been given a copy. Failure of the Employee to so sign when requested may be noted on the material by a statement signed by the administrator making such request. An

employee may submit a written response to any material that is placed in his/her personnel file and his/her response shall be reviewed by the Superintendent and placed in the Employee's personal file.

- 19.3 Any complaint regarding an ESP made to any member of the Administration by any parent, student, or other person will be promptly called to the attention of the ESP and investigated by the Administration if the complaint is to become a part of the ESP's personnel file. Prior to the placement of said complaint in the ESP's file, the source of such complaint will be revealed to the ESP. An ESP will be given the opportunity to respond to and rebut such complaint.

## **ARTICLE 20 - SUMMER POSITIONS**

A summer position may but need not be offered to one or more employees. An employee who is offered a position must accept within five calendar days and shall be paid at the Employee's regular hourly rate of compensation or the rate of compensation provided for in any grant received to fund such positions. A summer position shall be posted by placing a notice on the school bulletin board in every school and during the months of July and August a copy shall be given to the President of the Association, provided always that a summer position which the Superintendent deems to be a continuation of or a part of a school year program and a summer position which is being filled by the person last holding the position need not be posted.

## **ARTICLE 21 - EDUCATIONAL IMPROVEMENT**

- 21.1 Committee shall reimburse an employee in an amount not to exceed \$400.00 per fiscal year for those reasonable expenses incurred by an employee for tuition in attending in-service courses, courses at accredited colleges and professional training schools provided that: (a) such attendance has been with prior approval of the Superintendent; (b) the Employee shall have, in the opinion of the Superintendent, satisfactorily completed such course or courses or shall have attained a grade not lower than "B" or its equivalent; (c) the Employee has submitted evidence of payment. The Committee shall set aside \$1600.00 for unit reimbursement under the provisions of this article. Employees must request such reimbursements in writing and submit documentation satisfactory to the Superintendent or his/her designee as to the amount reimbursable. Such reimbursements shall be paid in the order of request from available funds.
- 21.2 When a ESP visits other schools, attends meetings, conventions, seminars or conferences pursuant to leave granted under the preceding paragraph, the Committee shall reimburse the ESP for all reasonable expenses actually incurred such as meals, lodging, registration fees and travel expenses when approved in advance by the Superintendent or his/her

designee. Mileage reimbursements shall be in accordance with IRS guidelines for the per mile rate in effect as of September 1 of each year.

## **ARTICLE 22 - EXPERIENCE FACTOR**

An experience factor shall be paid to eligible employees according to the following terms and conditions:

1. To be eligible, an employee must have completed as of the first day of a given work year, ten (10) years of service in the Lenox Public Schools.
2. The years of service need not be consecutive. In order to count as a year of service an employee must have worked at least 75% of the regularly scheduled work days for the particular position during the particular year.
3. The experience factor payment, payable to each eligible employee in a given pay period, shall be determined by multiplying the appropriate hourly rate set forth in Appendix A, Section 4 by the number of hours the Employee is to be paid for that particular pay period.

## **ARTICLE 23 – USE OF SCHOOL FACILITIES**

- 23.1 Subject to the consent of the building Administration, the Association will have the approval to use school buildings without cost at reasonable times for meetings for its members. Sufficient notice in advance of the time and place of such meetings shall be given in writing to the Principal of the building in question.
- 23.2 The Superintendent may, but need not, grant ESPs the right to use facilities and equipment and shall specify the terms and conditions of such use.
- 23.3 One bulletin board in each school building shall be provided for the purpose of displaying Association notices, circulars, and other materials.

## **ARTICLE 24 - GRIEVANCE AND ARBITRATION**

- 24.1 A "grievance" is a dispute concerning the interpretation or application of this Agreement or any amendment or supplement thereto. A grievance shall be deemed to have been waived if it shall not have been presented or pursued within those time limits herein set forth. The time limits may be extended by written agreement of the parties. It is desirable that the parties attempt to mutually discuss and resolve issues/grievances outside of the



grievance procedure. Nothing in this article shall be construed as preventing these types of discussions and resolution of grievances outside of the procedure herein defined. However, during these discussions the timelines contained herein shall be adhered to unless mutually extended. Subject to the provisions hereinabove set forth, the Association has the right to participate in the processing of a grievance at any level in accordance with the terms hereof and both Committee and Association agree that only those individuals directly involved in the presentation or resolution of a grievance shall be permitted to be in attendance at conferences and hearings. Grievance and arbitration proceedings shall be held in private to the extent that the law so permits.

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

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

#### 24.4 Grievance Levels and Procedures:

##### The four grievance levels are:

Level One	(1) Principal / Director of Student Services
Level Two	(2) Superintendent
Level Three	(3) School Committee
Level Four	(4) Arbitration

The grievance levels are to be pursued in the following sequence and in the manner hereinafter described.

##### 24.4.1 Level One (1):

An ESP desiring to present a grievance must, within fifteen (15) days immediately after the day of the occurrence of those acts or omissions upon which the grievance is premised, present the grievance in writing to his/her Principal or to the Director of Student Services, if applicable. The Principal or the Director of Student Services shall respond in writing within five (5) calendar days after the day of presentation. Failure to so respond in writing within the five (5) days shall be considered a denial of the grievance by the Principal/ Director of Student Services. If a grievance is denied, or no response is made by the Principal or Director of Student Services within fifteen (15) days of filing, the grievant may pursue it to a second level of Administration (Superintendent);

however, the appeal must be made within ten (10) days of the denial or when the response deadline is met.

**24.4.2 Level Two (2):**

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

**24.4.3 Level Three (3):**

If the ESP wishes to further pursue the grievance, the ESP must present the grievance in writing to the School Committee within those ten (10) days following the date that the grievance was considered to have been denied because of the failure of the Superintendent to respond or within those ten (10) days following the date that the response of the Superintendent was submitted to ESP. The School Committee shall schedule the grievance hearing for their next regularly scheduled meeting unless the grievance was presented less than seven (7) days before their meeting. In this instance the hearing will be placed on the agenda of the next following School Committee meeting. The School Committee shall respond to the grievance in writing within ten (10) days of the presentation of the grievance at the School Committee meeting. Failure to so respond within ten (10) days shall be considered to be a denial of the grievance. If a grievance appeal is again denied, or no response is made by the School Committee within ten (10) days of the appeal filing, the Association may request arbitration; however, the request for arbitration must be made within fifteen (15) days of the denial or when the response deadline is met.

**24.4.4 Level Four (4):**

The Association may, but need not, submit the grievance to arbitration. The submission to arbitration must be made within fifteen (15) days immediately following the date of the School Committee's response or within fifteen (15) days of the date that the grievance was considered to have been denied. A copy of the submission to arbitration shall be promptly delivered to the Committee.

**24.5** An ESP may pursue a grievance through Level Three and have such grievance heard without intervention by the exclusive representative of the ESP organization representing said ESP, provided that the exclusive representative is afforded the opportunity to be

present at all proceedings and that any adjustment made shall not be inconsistent with the terms of this Agreement.

24.6 The following general provisions shall pertain to arbitration:

1. Within ten (10) days after written notice has been given to the Committee that a grievance is to be submitted to arbitration, in accordance with the provisions hereinabove set forth, the Association will request a list of arbitrators from the American Arbitration Association. The parties will be bound by the rules and procedures of the American Arbitration Association.
2. The cost of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses shall be borne equally by the Committee and the Association.
3. The arbitrator will confer with representatives of the Committee and the Association and hold hearings and will issue his/her decision as soon as possible. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on issues submitted. The decision of the arbitrator, other than the arbitrability of the issues involved, shall be final and binding upon the parties except that the arbitrator shall make no decision which alters, amends, adds to or detracts from this Agreement, or which recommends a right or relief for any period of time prior to the effective date of this Agreement, or which modifies or abridges the rights and prerogatives of the Committee as set forth in this Agreement or as set forth in any provisions of law or which is contrary to any pertinent provision of law.
4. The following shall be granted leave with pay to attend an arbitration hearing: (a) grievant; (b) two (2) Association representatives; (c) witnesses shall return to their duties after completion of their testimony. Written identification of those to be granted leave shall be delivered to the Superintendent not less than seven (7) days prior to the date of hearing.

24.7 The Committee and the Administration will cooperate with the Association in the investigation of any grievance by making available to the Association all recorded information in the possession of the Committee which is within the public domain, to the extent so requested by the Association.

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

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

24.10 No reprisals will be taken by the Committee or the School Administration against any

ESP participating in the presentation of a grievance in accordance with the provisions of this Agreement.

24.11 If a grievance affects a group or class of ESPs, the Association as well as the ESP may submit such grievance at Level Two.

**Grievance Form Included - See Appendix D**

**ARTICLE 25 - DURATION OF AGREEMENT**

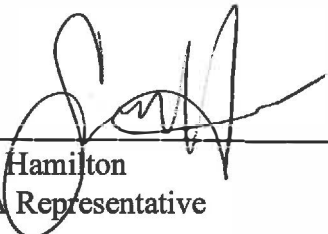
This agreement shall be effective July 1, 2023 and remain in full force and effect through June 30, 2026

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above written.

**LENOX SCHOOL COMMITTEE**

**LENOX EDUCATION ASSOCIATION**

By:   
Veronica Fenton  
Chairman

By:   
Sara Hamilton  
LEA Representative

**APPENDIX A, SECTION 1**

Hourly rates of pay for Unit C employees reflect the increases noted in Appendix A, Section 2.

<b>CATEGORY</b>	<b>2023-2024</b>	<b>2024-2025</b>	<b>2025-2026</b>
Data Manager	\$33.00	\$35.00	\$37.00
Instructional BA/BS	\$31.50	\$35.14	\$38.40
Instructional HS	\$18.28	\$19.01	\$19.58
Instructional AS	\$22.52	\$23.42	\$24.13
Clerical HS	\$19.26	\$20.03	\$20.63
Clerical AS	\$23.49	\$24.43	\$25.16
Non Instructional I	\$18.00	\$18.72	\$19.28
Non Instructional II	\$21.58	\$22.44	\$23.11

**APPENDIX A, SECTION 2**

Unit C employees who have surpassed the hourly rates as listed above in Appendix A, Section 1, shall receive increases in their hourly rate at the following percentages:

<b>2023-2024</b>	<b>2024-2025</b>	<b>2025-2026</b>
5.0%	4.0%	3.0%

**APPENDIX A, SECTION 3**

<b>Class Coverage</b>		<b>2023-24</b>	<b>2024-25</b>	<b>2025-26</b>
<b>LMMHS: Number Classes Sub/Monitor</b>		<b>Additional Daily* Pay</b>		
1	\$	10	\$	15
2	\$	20	\$	30
3	\$	30	\$	45
4+	\$	40	\$	60
<b>Morris: Number of minutes as sub/monitor</b>		<b>Additional Daily* Pay</b>		
50	\$	10	\$	15
100	\$	20	\$	30
150	\$	30	\$	45
200+	\$	40	\$	60

\* The additional compensation rates shall only apply to times when the employee is monitoring classes and is in direct contact with students. The employee will be expected to maintain district

attendance and behavioral policies and to follow any guidelines provided by the teacher during the time the employee is monitoring the classroom.

**APPENDIX A, SECTION 4**

<b>Experience Factor</b>			
	<b>2023-24</b>	<b>2024-25</b>	<b>2025-26</b>
	<b>Eligibility</b>	<b>Additional Hourly Pay</b>	
	<b>10-15 years</b>	<b>\$ 0.50</b>	<b>\$ 0.75</b>
	<b>16-20 years</b>	<b>\$ 1.00</b>	<b>\$ 1.25</b>
	<b>21+ years</b>	<b>\$ 1.50</b>	<b>\$ 1.75</b>

**APPENDIX B: CATAGORIES OF EMPLOYEES**

<b>DATA MANAGER</b>	<b>INSTRUCTIONAL INTERVENTIONIST</b>	<b>INSTRUCTIONAL</b>	<b>CLERICAL</b>	<b>NON INSTRUCTIONA L I</b>	<b>NON INSTRUCTIONAL II</b>
<i>PAY as indicated in Appendix A, Section 1</i>	<i>PAID at 'BA/BS' rate when required in job description</i>	<i>PAID at 'AS' rate if employee holds an AS or HIGHER</i>	<i>PAID at 'AS' rate if employee holds an AS or HIGHER</i>	<i>PAY as indicated in Appendix A, Section 1</i>	<i>PAY as indicated in Appendix A, Section 1</i>
Data Manager	Title I Interventionist (Morris)  Academic Interventionist (LMMHS)	SPED Paraprofessional  Elementary Library Paraprofessional  Behavioral Intervention Specialist/Student Support Center Classroom Paraprofessional  HS Library Assistant  Registered Behavior Technician	LMMHS Principal's Administrative Assistant  Morris Principal's Administrative Assistant  LMMHS Guidance Administrative Assistant  LMMHS Registrar  Clerical Aide/ Receptionist  Morris Building Clerk  LMMHS AP's Administrative Assistant	Food Service Worker  Van Driver  Non-Instructional Para  Detention Supervisor LMMHS	Cook/Supervisor

**A paraprofessional who is certified as a Registered Behavior Technician and serving in that role, shall be paid an additional 5% of their regular hourly rate for all hours worked.**

**APPENDIX C: EVALUATION INSTRUMENT**

Lenox Public Schools  
GOAL-SETTING FORM -  
UNIT C

STAFF MEMBER: \_\_\_\_\_ POSITION/SCHOOL: \_\_\_\_\_

SUPERVISOR: \_\_\_\_\_ YEAR: \_\_\_\_\_

ONE-YEAR CYCLE

TWO-YEAR CYCLE

**Goal Setting:** In a discussion with supervisor, staff member is asked to identify a personal goal for improvement related to job competencies. By October 15, please use the space below to a.) clearly identify what you'd like to improve and b.) why you chose this goal. Attainment of goals will be discussed with the supervisor at the end of the year but will **not impact the assignment of performance ratings on the evaluation form.**

**Goal Progress Feedback:** To be completed by evaluator at end of evaluation cycle.



Lenox Public Schools  
GOAL-SETTING FORM  
UNIT C

STAFF MEMBER: \_\_\_\_\_ POSITION/SCHOOL: \_\_\_\_\_  
SUPERVISOR: \_\_\_\_\_ YEAR: \_\_\_\_\_

ONE-YEAR CYCLE

TWO-YEAR CYCLE

Supervisors base their assessments on a minimum of two informal observations of the Unit C member's work and by feedback received from those who work for or also supervise the individual. Additionally, at least once annually prior to March 1, the supervisor conducts one formal observation of the Unit C staff member at work and shortly after provides feedback in written form. The feedback from both the informal and formal observations will be a significant part of the information used to complete the evaluation form at the end of the year.

1. The employee relates appropriately to students, being sensitive while encouraging positive behavior.

Excellent                       Satisfactory                       Improvement Needed                       Unsatisfactory\*

2. The employee works cooperatively with others.

Excellent                       Satisfactory                       Improvement Needed                       Unsatisfactory\*

3. The employee handles assigned responsibilities punctually and effectively.

Excellent                       Satisfactory                       Improvement Needed                       Unsatisfactory\*

4. The employee anticipates the needs of students and other staff members and responds appropriately.

Excellent                       Satisfactory                       Improvement Needed                       Unsatisfactory\*

5. The employee is dependable and punctual.

Excellent                       Satisfactory                       Improvement Needed                       Unsatisfactory\*

6. The employee demonstrates flexibility in the course of handling day to day responsibilities.

Excellent                       Satisfactory                       Improvement Needed                       Unsatisfactory\*

7. The employee maintains and respects confidentiality of all sensitive information concerning the students and other staff members of the school.

Excellent                       Satisfactory                       Improvement Needed                       Unsatisfactory\*

\*Any item marked “unsatisfactory” will automatically be included on a Plan of Improvement for the next cycle.

**Overall Summative Rating**

<input type="checkbox"/> Excellent	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Improvement Needed	<input type="checkbox"/> Unsatisfactory
------------------------------------	---------------------------------------	---	---

Lenox Public Schools

<b>Supervisor Comments</b>
----------------------------

_____	_____	_____	_____
Staff Member Signature	Date*	Evaluator Signature	Date

\* The signature of the staff member affirms that s/he has reviewed this completed evaluation with the evaluator and has been given the opportunity to provide comments and attach documentation related to this evaluation to the document.

**APPENDIX D: GRIEVANCE FORMS**

**LENOX PUBLIC SCHOOLS**

**GRIEVANCE FORM**

GRIEVANCE #: \_\_\_\_\_ DATE OF EVENT: \_\_\_\_\_

BARGAINING UNIT: Unit C (ESPs) DATE FILED: \_\_\_\_\_

NAME OF GRIEVANT(S): \_\_\_\_\_ POSITION: \_\_\_\_\_

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

**SECTIONS OF THE CONTRACT ALLEGEDLY VIOLATED:**

The Association contends that the terms and conditions on the Contract have been both generally and specifically violated, in particular:

\_\_\_\_\_  
SUMMARY OF GRIEVANCE

\_\_\_\_\_  
REMEDY REQUESTED

\_\_\_\_\_  
Grievant(s) Signature

\_\_\_\_\_  
Date

**\*\*\*\*DISPOSITION\*\*\*\***

EMPLOYER

EMPLOYEE

LEVEL I  
YES \_\_\_\_\_

EMPLOYER'S DISPOSITION ACCEPTED:  
NO \_\_\_\_\_

\_\_\_\_\_  
Principal Date Received

\_\_\_\_\_  
Response Date

\_\_\_\_\_  
Employee Representative

Mode of Delivery: \_\_\_\_\_

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

LEVEL 2

EMPLOYER'S DISPOSITION ACCEPTED:

YES \_\_\_\_\_

NO \_\_\_\_\_

COMMENTS:

\_\_\_\_\_  
Superintendent Date Received    Response Date    Employee Representative

Mode of Delivery: \_\_\_\_\_

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

LEVEL 3

COMMITTEE'S DISPOSITION ACCEPTED:

YES: \_\_\_\_\_ NO: \_\_\_\_\_

COMMENTS:

\_\_\_\_\_  
LSC Chair Date Received    Response Date    Employee Representative

Mode of Delivery: \_\_\_\_\_

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

DEMAND FOR ARBITRATION FILED ON: \_\_\_\_\_

DATE OF ARBITRATION HEARING: \_\_\_\_\_

ARBITRATION CASE #: \_\_\_\_\_

ARBITRATOR CHOSEN: \_\_\_\_\_