

Collectively Bargained Agreement
Between
Leicester School Committee
and
Education Association of Leicester

2014 – 2015

2015 – 2016

2016 – 2017



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Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this contract is made this first day of July 1, 2014, by the School Committee of the Town of Leicester (hereinafter sometimes referred to as the Committee) and the Educational Association of Leicester (hereinafter sometimes referred to as the Association).

I. Preamble

Recognizing that our prime purpose is to provide education of the highest possible quality for the children of the Town of Leicester and that good morale within the teaching staff of the Leicester School Department is essential to achievement of the purpose, we, the undersigned parties to this Contract, declare that:

1. Under the laws of Massachusetts, the Committee elected by the citizens of the Town of Leicester, has final responsibility for establishing the educational policies of the public schools of Leicester, Massachusetts.
2. The Superintendent of Schools of the Town of Leicester (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established. When the superintendent chooses to delegate authority for any decision made relevant to this contract, this decision may be appealed to the Superintendent.
3. The teaching staff of the public schools (hereinafter referred to as the teacher) of the Town of Leicester has responsibility for providing in the classrooms of the schools, education of the highest possible quality.

Both the EAL and the District recognize that students are best served through the assignment of certified, qualified educators in all teaching positions. The District shall endeavor to fill all vacancies with certified, qualified educators whenever positions are vacated by EAL member or when new teaching positions are established in the district.

4. The School Committee and the EAL recognize the importance of class size and will, subject to space availability, budget constraints and other educational considerations, insure that class size is effective for instruction. It is understood that the final decision on class size rests with the Committee.
5. The EAL and the school committee recognize that in order to properly educate students in the 21st century, teachers and students need access to emerging technologies and resources. The district will, when fiscally possible, do its best to provide teachers with access to software and resources needed for classroom instruction.
6. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information between the Committee, the Superintendent, and Professional Rights and Responsibilities Committee of the Educational Association of Leicester in the formulation and application of policies relating to wages, hours, and other conditions of employment for the educational teaching staff.
7. To give effect to these declarations, the following principles and procedures are hereby adopted.

II. Scope

For the purposes of collective bargaining with respect to wages, hours, other conditions of employment, the negotiation of collective bargaining agreements and any questions arising thereunder, the Committee recognizes the Association as the sole bargaining agent and representative of all teachers, licensed or certified specialists, i.e., guidance, librarians, etc.

III. Dues Deduction and Agency Service Fee

The cost of dues to the Education Association of Leicester and affiliated groups will be deducted annually from subsequent paychecks beginning with the first pay period after the MTA cards are turned in to authorize deductions, subject to agreement between the Superintendent and the Education Association of Leicester.

Commencing on the effective date of this Agreement, all employees who are members of the bargaining unit shall be required as a condition of their employment to pay an agency service fee unless they become members of the Association within thirty (30) days. Said fee will be in an amount determined in accordance with all state and federal laws and regulations and shall reflect the costs of collective bargaining, contract administration and other permissible charges, except that in no case shall the fee be greater than the annual combined dues of the Education Association of Leicester.

A. The collection of the fee shall be solely the responsibility of the Association, and the School Committee shall not be responsible for the implementation, collection or enforcement of the fee except that it will supply on demand any required documentation to establish that an individual refusing to pay is a member of the bargaining unit.

B. The Association will enforce payment of the agency service fee. The Committee will not be required to take any action regarding the employment status of an individual who refuses to pay the agency service fee.

IV. Annuities

The School Committee shall service a tax sheltered annuity according to Chapter 71-37B of the General Laws of Massachusetts.

V. Insurance

In accordance with Chapter 32B of the General Laws of Massachusetts, all eligible members of the bargaining unit will have the option of acquiring health insurance under this Agreement. All members of the bargaining unit hired prior to July 1, 2011 will pay 25% of the Town offered insurance plan. Bargaining unit members hired July 1, 2011 and later will pay 30% of the cost of the Town offered insurance plan.

Bargaining unit members, including retirees, may participate in any life, accidental death and dismemberment, hospital, medical, surgical, and dental insurance benefits adopted and maintained by the Town of Leicester as of the date of this agreement or any improvements or additions thereto. The retiree's participation shall be limited in duration and in accordance with the approval of Town Meeting.

Nothing in this article shall be construed as a waiver of either parties' collective bargaining rights or obligations. In the event that any benefit referenced herein is reduced or extinguished by operation of town government, the parties shall meet and negotiate a comparable benefit.

Payroll deductions for premiums shall continue as per current practice.

VI. Conferences

- A. The School Committee will pay reasonable expenses incurred by teachers who attend workshops, seminars, conferences, or other professional improvement sessions with the recommendation of the building principal. This is subject to funds being available.
- B. All conference requests, together with brochures and estimates of expenses shall require the approval of the principal.
- C. The teacher agrees to share the information obtained at the conference with their colleagues in a manner approved by the building principal. (i.e. at staff meeting, professional development day/opportunity, etc.)

VII. Road Mileage

A teacher will be eligible for mileage compensation when they are required to drive in following their assigned schedule as developed by the Administration or as eligible for mileage reimbursement in other articles in this contract. Anyone filing for mileage will be required to complete the District mileage reimbursement form and will be reimbursed at the IRS Standard Mileage Rate.

VIII. Sick Leave

- A. All members of the bargaining unit will earn sick leave at the rate of fifteen (15) days per school year, accruing at the rate of one and one-half (1-1/2) days per month.
- B.
 - 1. There will be no limit as to the total number of unused sick leave days which may be accumulated for any teacher hired before July 1, 1988.
 - 2. There will be a one hundred eighty (180) day limit as to the total number of unused sick leave days which may be accumulated for any teacher hired after July 1, 1988.
- C. Bedside Care: An employee will be entitled to use up to five (5) sick days per year in the event of an illness or injury requiring bedside care for members of the employee's household or the following immediate relatives: (step) father, mother, sister, brother, husband, wife, daughter or son. The Superintendent may, at his/her discretion, grant additional leave under extenuating circumstances. For the purpose of this article, the following are examples of, but not limited to, such extenuating circumstances:
 - 1. Hospitalization of a member of the immediate family
 - 2. Terminal illness
 - 3. Extended bedside care not requiring hospitalization
 - 4. Chemotherapy/radiation treatments
 - 5. Kidney dialysis
- D. A first year teacher who has been absent because of illness early in the school year for a period in excess of his/her accumulated sick leave days may, at the end of the school year when his/her sick leave has been earned, apply for payment for the absent days under the sick leave policy.

E. Sick Leave Buy-out Benefits

1. A teacher shall provide the District with six (6) months' notice to qualify for this benefit.
2. Upon retirement of a teacher from the Leicester School System, teachers hired prior to July 1st 2014 shall be entitled to be paid one-third (1/3) of his/her total accumulated regular sick leave, not to exceed thirty (30) days at the rate of pay he/she is receiving at the time of their retirement. Retirement for the purpose of this Section will correspond with the requisites of retirement specified by the Massachusetts Teachers' Retirement Board.
3. All members hired on or after July 1, 2014 w/15 or more years of service, will receive \$25/day for unused sick leave up to a max of 180 days.

F. Extended Sick Leave Benefit

1. A teacher suffering from any medical condition which requires them to be hospitalized or under home care that exhausts his/her accumulated sick leave may apply to the School Committee for an extended sick leave benefit. This benefit shall be equal to one-half (1/2) of a teacher's accumulated sick leave at the onset of the absence, to a maximum of ninety (90) days.
2. Teachers applying for this extended sick leave benefit must:
 - a. Have achieved Professional Status
 - b. Present a letter from a physician certifying that such leave is necessary and that the teacher meets the requirements outlined in these regulations
3. Each request for extended sick leave requires the approval of the Leicester School Committee whose decision is not subject to the grievance procedure or legal action. Each request shall be judged on its own merits. No leave will be granted for an absence of less than fifteen (15) days.

G. If a teacher's absence from duty recurs frequently or habitually and, when in the judgment of the building principal or Superintendent there appears to be reasonable cause, a medical certificate from a physician shall be required and, if necessary, a second such certificate from another physician shall be required and paid for by the School Committee. This second examination will take place during school hours.

H. The School Department may request medical certificates from a physician for absences for 3 or more consecutive days whether or not such absences are habitual or there is a reasonable cause for concern.

I. Bargaining unit members may verify the number of sick days which he or she has accumulated via the District's staff management system as of the first day of the school year.

J. Workers Compensation: Teachers who are the victims of a school-related assault and/or injury while on official duty shall have the following rights:

1. The Town of Leicester currently maintains workers' compensation insurance to assist injured employees back to work as quickly as possible after a work-related injury.

2. If a teacher is out fewer than five (5) work days and therefore does not meet the threshold five (5) days for filing a workers' compensation claim, he or she will be credited with any sick leave charged (between one and four days) upon his or her return.
3. A teacher who is absent as a result of a student assault for more than five (5) days shall file a worker's compensation claim and assist in the administration of a claim up through and until a determination by the Board is received. A teacher who received workers' compensation benefits will also be paid the difference between the compensation provided under the Worker's Compensation Act, G.L.c.152, s.69, and the teacher's full salary from any accumulated sick leave. A teacher receiving worker's compensation and out over 21 days will be credited any sick time charged in the period between the injury and the filing of the claim. If a teacher is out between 5 and 20 days as a result of a student assault, any sick time charged will also be credited.
4. The Superintendent may request medical verification of sick leave in cases where no worker's compensation claim is filed, and after a claim is filed in accordance with the worker's compensation law.

IX. Preparation Periods

- A. No teacher in a departmentalized situation, Grades 6-12, will be required to teach in more than two departments.
- B. All full time bargaining unit members in Grades PreK-12, will have a minimum of one preparation period per day. Grades Pre-K-5 will be guaranteed a minimum preparatory period of 40 minutes. Grades 6-12 will be guaranteed a preparatory period equal to a class period. Preparation time shall be free of all other duties and assignments with the exception of lunch duties, which may be assigned on a fair and equitable basis.
- C. The administration of a building will attempt to distribute equitably all teaching and non-teaching duties among staff members of that building. This section shall be subject to the grievance procedure of this agreement up to the level of the Superintendent.

X. Personal Leave Days

At the beginning of each school year each full time member of the bargaining unit will receive three (3) personal days. Such leave shall not be cumulative. A two day minimum prior notice is required to use personal time. Personal leave days must be taken in half day or full day increments.

No more than two (2) personal days can be taken at a time and personal days shall not be taken in conjunction with holidays or vacations or first or last week of any school year with exceptions only at the discretion of and with prior written approval of the Superintendent (valid reason must be provided). In emergency situations the notice requirement may be waived at the discretion of the District.

No more than three (3) bargaining unit members per building may be granted personal leave days for any one (1) day. Exceptions to the restrictions set forth in this paragraph may be allowed only in emergency situations at the sole discretion and with written approval of the Superintendent or their designee.

Bargaining unit members may verify the number of personal days which he or she has via the District's staff management system as of the first day of the school year.

XI. School Calendar

The work year for all bargaining unit members other than Guidance Counselors shall begin no earlier than the last full week in August and shall terminate no later than June 30th in the following calendar year, unless otherwise mutually agreed upon by the Committee and the Association. The school calendar shall be developed on an annual basis by consultation, discussion, and mutual agreement between the Association and Administration. It is acknowledged that the final decision/determination concerning the school calendar remains with the School Committee.

XII. Release Time for Institutes

Teachers who are accepted in an accredited summer institute may be granted permission to be dismissed early from their teaching assignments under the following conditions:

- A. Permission will be requested in writing to the Superintendent as soon as the teacher is notified of his/her acceptance in the summer institute and not later than thirty (30) days before the end of the school year.
- B. No more than three (3) teachers will be granted permission to be dismissed early.
- C. The early dismissal will not exceed eight (8) days before the end of the contract year.
- D. The teacher will receive full salary for five (5) teacher work days.
- E. Applications will be acted on in the order in which completed applications are received.
- F. Teachers who have not been granted time off previously will be given preference during succeeding years.

XIII. Summer Pay

Any teacher will receive the balance of his/her earned salary at the close of the school year in June, payable on the 21st pay day, provided that said teacher makes a request in writing to the Superintendent of Schools for said salary by April 1st. Teachers who have accumulated at least ten (10) sick leave days by that date will receive their summer pay on the 21st pay day. Teachers who have not will receive their summer pay on the 22nd pay day. The teacher's portion of any group insurance premium due during the course of the summer shall be deducted from the lump sum.

XIV. Length of Teachers' Work Year

- A. Each school year will consist of one hundred eighty (180) school days plus one (1) day before school opens for organizational meetings and District initiatives and mandated trainings.
- B. Three additional days which will be non-student days devoted to professional development activities for the teaching staff will be added for a total of one hundred eighty-four (184) days.
- C. New teachers to the system may be required to report for two (2) additional days immediately preceding the opening of school for the purpose of orientation.

D. The work year for guidance personnel shall consist of one hundred eighty four (184) days plus any additional days required by the building principal, which days will be compensated at a one hundred percent (100%) per diem rate.

E. Class Notice: Bargaining unit members will be notified of any change in their assignment for the coming school year including the school to which they will be assigned the grade(s) and subject(s) they will be expected to teach no later than the last day of school. This notice provision or any necessary subsequent changes to a teaching assignment shall not be subject to the arbitration clause of the contract.

XV. Length of Teachers' Work Day

The work day for teachers shall be six hours and fifty minutes, included with that time all teachers shall be available for student supervision ten (10) minutes before and ten (10) minutes after the student day.

After the first full week of school, teachers will be free to leave the building after the last bus has departed under normal conditions. If due to an unusual circumstance there is a significant delay, selected staff will supervise the remaining children on a rotating basis and compensated at the rate of thirty (\$30.00) dollars per hour or any part thereof.

At each school the principal will schedule teachers to remain after school for additional periods not to exceed two (2) hours per week. One hour will be scheduled by the administration for staff meetings and for district or school initiatives and one hour will be used for student assistance and/or professional activities including, but not limited to: designing differentiated instruction, assessment analysis, and grade or team level meetings.

The School Committee reserves the right to adjust the students' school day to accommodate D.E.S.E. student learning time regulations.

If an additional section of a course at the secondary level is required due to student enrollment or other reason and there is no staff available to teach such section within the normal work day, a teacher who is appropriately certified may apply to cover the class. The teacher will be compensated at a rate of \$5,000 per class/per semester.

XVI. Bereavement Time

Teachers will be granted bereavement leave in accordance with the following schedule:

- 1.** In the event of the death of a (step) father, mother, sister, brother, husband, wife, daughter, son, or other individual whose primary residence is the employee's home, five (5) days will be allotted for bereavement.
- 2.** In the event of the death of (step) grandparents, mother-in-law, father-in-law, grandchild, three (3) days.
- 3.** In the event of the death of other relatives (aunt, uncle, spouse of aunt or uncle, niece, nephew, brother-in-law, sister-in-law or first cousins) one (1) day for attendance at the funeral.
- 4.** All time periods shall include weekends and holidays.

5. In the event reasonable additional time is necessary, (ie. travel at a distance) said additional time will be deducted from sick leave on approval of the Superintendent.

6. Bereavement time is provided for bereavement purposes and may not be banked for future use.

XVII. Parent Teacher Conferences

All teachers of grades PreK-12 will attend two (2), two (2) hour sessions for parent conferences. These will be determined by the building principal with input from staff.

XVIII. Duty-Free Lunch Period

Every teacher in the Leicester Public Schools will have a thirty (30) minute Duty-Free lunch period each day at a time when a hot lunch is available in the cafeteria.

XIX. Leave of Absence

All benefits to which a teacher was entitled at the time his/her absence commenced will be restored upon return and he/she will be assigned to a substantially equivalent position.

All requests for leave of absence will be applied for in writing to the Superintendent at least sixty (60) days in advance of the request for said leave of absence when possible. Notification of approval or disapproval will be made in writing within 30 calendar days.

A. Association Business: The committee agrees that one (1) teacher designated by the Association will, upon request, be granted a leave of absence for up to one (1) year without pay for the purpose of engaging in Association business (local, state, national). Sick leave will not accumulate during the period of this leave.

B. Sabbatical Leave: The School Committee has the authority to act on individual requests under existing state law in regard to sabbatical leave.

C. Maternity/Family Medical Leave: Teachers may apply up to eight (8) weeks of accrued sick leave for maternity leave. Such leave to commence on the day following the day of birth of the child. Unpaid family leave for the birth or adoption of a child shall be granted according to applicable federal and state laws governing such leave.

The parties agree that the procedure for taking leave shall be interpreted in order to assure compliance with federal and state law governing leave. An arbitrator's authority to interpret a maternity leave grievance shall be limited to the scope of this article.

Professional Status teachers may be granted upon written application and with the sole discretion of the Superintendent an extended unpaid leave of absence to conclude on the opening school day of the next following school year after the leave commences. If such leave is granted, the teacher will be required to provide written notice of his or her intention to resume his or her teaching position on or before February 1 of the leave year. Failure to provide notice or failure to return pursuant to a notice shall result in forfeiture of the right to return. Particular options within the scope of said laws regarding duration will be in accordance with the adopted administrative policy of the Committee and made known to the members of the bargaining unit.

D. Court-Related Leave: Any teacher who is required to serve as a juror will be reimbursed in accordance with existing State statutes and/or regulations. Teachers serving on jury duty beyond three (3) days will be reimbursed the difference between their per diem salary and the State allotment. Any teacher who is required to appear in a court of law under subpoena will be reimbursed the difference between their per diem salary and the State allotment.

E. Religious Leave: Upon one (1) week's written application of a teacher covered by this contract, the Superintendent shall grant a leave of absence with pay to observe religious holy days where the tenets of one religion obligate abstention from work or where the formal religious observance of the day necessarily conflicts with the school day. Such days shall not exceed three (3) days for any one individual any given school year.

XX. Substitute Teachers

The School Committee will hire substitute teachers in the absence of regular and special subject teachers.

XXI. Vacancies and New Positions

A vacancy shall be defined as:

1. Any new position
2. An opening in an existing teaching position
3. A position referenced in appendix B and C.

The Superintendent or their designee shall post all vacancies no less than two (2) weeks prior to the closing of applications. Postings will include roles and responsibilities of the position, qualification requirements, compensation, start and end dates, and whom the person would report to. Qualifications will not be changed without notice to the Association and to any member who has requested information on qualifications.

Bargaining unit members will be notified as to whether or not they have been appointed to a position.

Notification of vacancies in July or August will be made to each member of the Education Association of Leicester either by e-mail, mail at their summer address or with their paychecks. Teachers who have submitted an application for a new position or vacancy will be given equal consideration with teachers who apply from outside the system.

XXII. Transfers

A. Voluntary Transfers

1. Notice of intent to transfer or reassign a teacher will be given as soon as practical.
2. Teachers requesting a transfer for the following school year will submit a request in writing to the Superintendent between September 1 and May 1 of each school year, and all requests will be acknowledged in writing by the Superintendent.

B. Involuntary Transfers

1. Involuntary transfers may be necessary when there is a change in population or for other reasons. An involuntary transfer will be made only after an initial meeting between the teacher involved and the Superintendent or designee at which time the teacher will be

notified of the reasons for the transfer. The member affected must be present or must waive their right to be present.

2. Within three school days the affected member may request a second meeting with the Superintendent or designee to present any additional information that could affect the process. The Superintendent, after consultation with the Association, shall render a decision within five (5) school days following this meeting. The Superintendent's decision is not subject to the grievance procedure.
3. Involuntary transfers when there is a change in population
 - a) When a reduction in the number of teachers in a particular school is necessitated by a change in the student population or other unusual circumstances, qualified volunteer(s) from that school for other position(s) will be sought by the administration prior to taking steps toward an involuntary transfer.
 - b) If there are no volunteers, the least senior teacher in the affected certification area shall be transferred.
 - c) Notification must be made by May 15.
4. Involuntary transfers for other reasons
 - a) When an involuntary transfer is necessitated by some reason other than a reduction in pupil enrollment in a particular school, a teacher's area of competence, major and /or minor field of study, length of service, and other relevant factors shall be considered in determining which teacher(s) will be transferred.
 - b) The Association and District recognize that the transfer of members in the middle of semesters or years disrupts the educational process and interferes with optimum member performance and should be avoided, whenever possible. Some such transfers, however, may be unavoidable to support the operational needs of the school district when unforeseen circumstances, such as, but not limited to, reductions in funding or with noncompliance with new or existing state/federal mandates, occur.
 - c) Notice to transfer a teacher involuntarily under this subsection shall be given to the affected teacher, in writing, including a statement of reasons therefore, as soon as practicable.

XXIII. Professional Improvement (Coursework)

A. Approval: All courses in which graduate credit is submitted for advancement to a higher salary shall be taken from an accredited college or university, must have significant academic rigor and relevance, and must be approved in advance by the Superintendent of Schools. Such approval will not be unreasonably withheld.

Bargaining unit members shall submit a course approval form to the Superintendent's Office. Upon approval, the original shall be filed and a digital copy of the approval shall be forwarded to the faculty member for his/her records. Courses for advancement will be applied upon attainment of a B (80%) or better grade.

The member shall submit a copy of the grade for the completed course for which approval has been granted. An official transcript must be provided by the bargaining unit member for movement on the salary scale.

A bargaining unit member accepted into a formal graduate degree program may submit a copy of his/her acceptance into the program and a listing of the courses with the anticipated time frame to enroll in said courses. The Superintendent shall approve the courses for the entire program. In the event that the college or university changes the program subsequent to the approval, the faculty member shall immediately notify the Superintendent's office.

B. Reimbursement:

Bargaining unit members seeking reimbursement in addition to approval of credits shall be subject to the following conditions:

1. Bargaining unit members who are on the start lane will not be eligible for course reimbursement.
2. Reimbursement for courses will be provided upon attainment of a B (80%) or better grade and submission of all required paperwork/forms.
3. Within a particular fiscal year, bargaining unit members may apply for reimbursement of two courses. One course will be reimbursed at a rate not to exceed that of Worcester State University and if necessary, the other will be reimbursed at a rate not to exceed 50% of Worcester State University.
4. All courses for reimbursement must be approved by the Superintendent prior to matriculating into the course. If approval is not granted by the Superintendent prior to the first day of the course, the District may not reimburse the member of the bargaining unit for any costs associated with said course.
5. Courses for reimbursement must have significant academic rigor and relevance.

C. Course approvals shall be submitted one per member, per semester (Summer 1, Summer 2, Fall and Spring). As evidence of course completion is submitted, the member may again apply for an additional course approval. Course reimbursement forms must be submitted no later than the following dates:

- Fall semester – Feb. 1
- Spring semester and Full –year courses – June 30
- Summer semester – Nov. 1

Teachers will notify the superintendent as soon as possible if they are not taking a previously approved course. No reason need be given.

D. Teachers are required to notify the Superintendent via email prior to November 1 of their intention to move across the Teacher Salary Schedule in the next fiscal year. Teachers that fail to notify the Superintendent shall not be eligible to advance across the salary schedule.

E. The district shall form a Professional Development Committee with equal representation from administration and bargaining unit members. This committee will be charged with developing a professional development plan, including agendas for the three professional development days and the professional development half days based on the District's Strategic Plan, School Improvement Plans and teacher identified professional development initiatives.

F. Any bargaining unit member that successfully completes the SEI course will be granted 3 “Leicester credits” for movement on the salary scale. Any member that wishes to purchase graduate credits, may do so with no reimbursement.

XXIV. Mentoring

The District, in consultation with the EAL, shall develop a mentoring program that will serve to support new teachers and, when appropriate, teachers who have changed assignments.

XXV. Management Clause

A. Management of the School Department and schools, the direction of the working force, and the general affairs of the School Department is vested exclusively in the Superintendent under the direction of the School Committee, subject to the provisions of this agreement and in accordance with state law. This includes the right to hire, transfer, suspend, discipline, discharge, and lay off due to a lack of work and a lack of funds, the right to determine curriculum, teaching programs, class size, scheduling, and to assign staff, determine shifts and supervision of each employee. It includes the right to promote, demote, the right to establish reasonable rules, regulations and conditions concerning the operation and management of the schools. It is agreed that the School Committee and the Superintendent of Schools will use none of these rights for the purpose of discrimination against any member of the bargaining unit.

B. There shall be no strikes, work stoppages or interruption or impeding of work. No officer or representative of the Education Association of Leicester shall authorize, instigate, support and/or condone any such activity. There shall be no lockout.

C. The Administration, upon request, will provide assistance in the processing of licensure information with DESE with the understanding that employees bear the ultimate responsibility for the maintenance of proper licensure for the position in which they are employed. Failure to maintain licensure may result in termination of employment at the sole discretion of the Superintendent.

D. None of the above items shall be contrary to state law.

XXVI. Just Cause

No EAL member will be disciplined without just cause which includes the application of progressive discipline.

XXVII. Evaluation

WHEREAS the Department of Elementary and Secondary Education (DESE) has adopted new regulations pertaining to the evaluation of educators covered under the collective bargaining agreement between the Association and the District; and WHEREAS, the Department of Elementary and Secondary Education has developed and provided a model evaluation tool/process to meet the above mentioned regulations; and NOW, THEREFORE, the Association and District hereby agree to the following:

- The DESE model evaluation tool/process will be implemented to replace the current evaluation tool used by the Leicester Public Schools.
- The implementation of the DESE model will take place beginning in the 2012-2013 school year and be fully implemented within the timelines established by the DESE

regulations.

- The frequency of classroom visits will be between 5 and 7 per year unless both the evaluator and educator mutually agree that more or fewer should be done due to unforeseen circumstances.
- There will be no more than 2 evaluations of a member within a month.
- The duration of classroom visits will range from 10 to 15 minutes.
- The District and Association agree to work together to discuss changes that may be needed as the new tool and process is implemented. An evaluation committee, consisting of educator representatives from each of the schools as well as representatives from administration will meet at least twice yearly to monitor the evaluation process and work on DDM choice and implementation.
- We would agree to have alike teachers make a proposal for DDM use then the proposal can be approved by the superintendent. If the superintendent does not approve the DDM the teacher may make an appeal to the evaluation committee, which consists of both EAL members and administrators.

XXVIII. Reduction In Force

A. It is recognized that it is within the sole discretion of the Leicester School Committee to reduce staff, if necessary, because of a decrease in enrollment, fiscal restraint, lack of funds, or any other reason sufficient under the General Laws of Massachusetts. Whenever possible, necessary reduction in force shall be accomplished through natural attrition.

1. Any professional status teacher that is subject to a reduction in force shall be notified in writing and meet with their building principal prior to public notification.

2. Within three (3) school days the affected member may request a meeting with their building principal and/or the Superintendent to present any additional information that could affect the process.

3. In the event the School Committee finds a need to reduce bargaining unit positions, the following termination/layoff process shall be effectuated within certification areas. Within a certification area the most junior tenured teacher teaching therein shall be terminated/laid off first, except that the Committee may retain a junior tenured teacher when, in the judgment of the Committee, such junior teacher can be shown to be demonstrably superior in performance and/or relevant qualifications as they pertain to a specific certified position. The Committee must be prepared to substantiate the basis upon which such a decision is made.

4. A professional status bargaining unit member to be laid off may replace the most junior staff person in any other certification area provided the displaced bargaining unit member is certified in the discipline. However, in the event the displaced member holds more than two (2) certifications, he/she may only exercise his/her bumping right into the discipline area where the most junior member resides.

Any bargaining unit member who is bumped out of his/her position through the application of this paragraph is also entitled to exercise any bumping rights he or she may have available. However, as in the case in sub-paragraph 3, the Committee may retain a junior tenured teacher over a more senior tenured teacher when in the judgment of the Committee the

junior tenured teacher is demonstrably superior in performance and/or relevant qualifications as they pertain to a specific position. The Committee must be prepared to substantiate the basis upon which such a decision is made.

5. Any bargaining unit member who is notified of contract termination shall be entitled to use personal days as well as up to five (5) additional days paid leave to seek other employment. These additional days shall be taken from their accumulated sick days once all personal days have been depleted.

B. Definitions - as used in this Article, the terms below shall be defined as follows:

1. Seniority (Senior) – a teacher’s length of service as an employee of the Leicester School Committee in years, months, and days in the system commencing with the date of initial employment. All leaves of absence excluding paid leaves and leave for military service shall be considered non-active service and shall not be included in determining the total length of active service.

2. Certification – shall mean that the employee has on file with the Office of the Superintendent evidence that he or she possesses a license or certification from the State Department of Education. Such evidence must be on file by April 1 of each school year.

3. With respect to Seniority and Certification, a list shall be published within forty-five (45) days after school opens each year showing the status of each teacher in the system. Within thirty (30) days of the publication of the list, a teacher must notify the Superintendent of any disagreement regarding his or her listed status. Said disagreement should be resolved within fifteen (15) days or be referred to the School Committee for resolution.

C. Recall Rights

1. Bargaining unit members shall be entitled to recall rights. Recall rights shall last for three years from the September following the effective date of their layoff. Members shall hold rights of recall to any position they hold certification for both prior to termination and any certification they acquire during this time, providing they can show that they are up to date in that area.

2. Prior to a bargaining unit member’s last day in the district, they will inform the office of the superintendent with two methods for them to be notified of an available position. The office of the superintendent will make multiple efforts to inform laid off bargaining unit members of available positions.

3. When the bargaining unit members returns they are granted their same standing as upon leaving - with it delineated that they would begin with the same amount of time in (seniority) as when they left, the pay and professional standing would all be the same.

XXIX. Grievance Procedure

A. The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those problems which from time to time may arise and affect the conditions of employment of the employees covered by this Contract. The Committee and the Association desire that such procedure shall always be informal and confidential as may be appropriate for the grievance involved at the procedural level involved.

Level One: The aggrieved employee shall first discuss the problem with his/her immediate supervisor, i.e. Principal, Assistant Principal, and Special Education Director.

Level Two: If after Level One has been completed and a problem still exists, the aggrieved employee shall meet with the Professional Rights and Responsibilities Committee and the Educational Association of Leicester for the purpose of presenting the problem and the circumstances related to it.

Level Three: The Professional Rights and Responsibilities Committee shall investigate the grievance and attempt to resolve same. If the grievance involves an alleged specific violation of an express provision of this Agreement, the Professional Rights and Responsibilities Committee may vote to process the grievance to the Superintendent and/or the School Committee in accordance with Levels Four, Five, and Six.

Level Four: Within twenty (20) days of the occurrence of the grievance the Professional Rights and Responsibilities Committee may present it to the Superintendent of Schools who shall within twenty (20) school days thereafter meet with the Professional Rights and Responsibilities Committee and the employee involved in an effort to settle the grievance. The Superintendent shall provide a written response to the grievance within ten (10) days after such meeting.

Level Five: If the grievance is not resolved by the Superintendent's response, the Professional Rights and Responsibilities Committee may within ten (10) days of the Superintendent's response present the grievance to the School Committee. The Committee shall determine whether the grievance is within its jurisdiction and, if so, meet with the Professional Rights and Responsibilities Committee and the employee within twenty-five (25) school days after receipt of the grievance and provide its response to the grievance within ten (10) days after such meeting. If the Committee determines that the grievance is not in its jurisdiction, it shall so notify the Association.

Level Six: If the grievance was not resolved at the level of the Superintendent or the School Committee, whichever applies, and then the Association may within five (5) days after the applicable response file a petition for arbitration in accordance with the labor arbitration rules of the American Arbitration Association. Such petition must be filed within ten (10) days after the applicable response. Under this procedure the arbitrator shall have no authority to add to, subtract from, or modify this Agreement and his decision shall be based solely upon the express terms and provisions of this Agreement. All arbitration hearings will be held after regular school hours, except by mutual agreement of the School Committee and the Association. It is understood that the cost of the arbitrator will be divided equally between the EAL and the School Committee.

- B.** If at the end of ten (10) school days next following the occurrence of any grievance, if the grievance has not been presented at Level Two of the procedure set forth in Section A above, the grievance shall be deemed to have been waived, and any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified therefore by the said Section Four.

XXX. Waiver and Completeness

This Agreement incorporates the entire understanding between the parties on all issues which were or could have been the subject of negotiation. There are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. During the term of this Agreement neither party hereto shall be required to negotiate with respect to any such matter whether or not covered by this Agreement. This agreement fulfills and resolves all outstanding grievances existing prior to its effective date.

XXXI. Duration

This contract shall continue in effect to and including June 30, 2017, and shall thereafter automatically renew itself for successive terms on one (1) year each unless by October 1 next prior to expiration of the contract year involved either the Committee or the Association shall have given the other written notice of its desire to modify or terminate this Contract.

XXXII. Notice of Retirement and Resignation

- A. Early Retirement Incentive** - A teacher with twenty-five (25) or more years of employment with the Leicester School System who intends to retire at the end of any school year and gives notice of that intent in writing to the Committee prior to November 1 of the year he/she intends to retire and who is between the ages of 55 and 59 (prior to 60th birthday) shall be entitled to a separation bonus of eight thousand five hundred (\$8,500.00) dollars. Such bonus shall be paid not later than July 30 of the year in which the retirement takes place.

A teacher who does not retire as scheduled after giving notice and receiving a bonus, or a teacher who has retired and received a bonus and who subsequently returns as a teacher to the Leicester School System, shall reimburse the Committee the full amount of the bonus received.

A maximum of four (4) teachers per year can receive this incentive with seniority being the determining factor, provided however that the School Committee may deny the early incentive to a teacher based on seniority in a case where granting the incentive would result in the retirement of all experienced teachers in a department within a school.

- B. Notice of Retirement** – A teacher intending to retire and who shall not apply for the Early Retirement Incentive shall provide the District with six months written notice of intent to retire. This notice provision shall not be required in the event a teacher has a change in life status or for other compelling reasons. Failure to provide said notice shall result in the loss of all accrued benefits including the sick leave buy back. Such notice shall be revocable until the effective date of retirement upon showing of reasonableness. Permission to rescind or revoke notice shall not be unreasonably denied. (Notice for Early Retirement Incentive will continue as required under that Article.) The superintendent may at his/her discretion waive this notice requirement.

- C. Notice of Resignation** – A teacher who resigns his/her position shall provide the District with forty (40) days written notice of intent to resign. Upon a showing of reasonable cause or if a suitable replacement is found, the bargaining unit member will not have to work out the notice period.

XXXIII. Release Time for EAL President

For the purpose of conducting educational business or assisting the administration with educational matter, the President of the EAL or his/her designee, shall be allowed up to fifteen

(15) days, or parts thereof, per school year for the purpose of carrying out such business. The Superintendent of Schools shall have the discretion to grant the days.

XXXIV. Part-Time Teachers

- A. The salary and benefits of the regular part-time teacher shall be prorated according to the total percentage of instructional and non-instructional time. A part-time teacher will not be eligible for benefits, including health insurance, unless the applicable terms of the benefit or insurance plan documents and/or the town personnel bylaws are met.
- B. Regular part-time teacher positions will accrue seniority towards length of service on a prorated basis as per the Article XXVI (A) (3) (a) definition.

XXXV. Longevity

Teachers shall be eligible for the following amounts upon completion of each year of service. This bonus will be paid with the last paycheck for the school year.

<u>Years of Service</u>	<u>Payment</u>
20-24 years	\$600
25-29 years	\$800
30 +	\$1,300

XXXVI. Job Sharing

Though the parties agree that the maintenance of full time teaching positions is preferable, in order to attract and retain qualified teachers, job sharing in accordance with the following shall be available to all members of the bargaining unit represented by the Association.

Definition: For the purposes of this Article, “job sharing” shall be defined as the allocation of all of the duties of one full-time teaching position between two (2) teachers with professional teacher status. The division of these duties shall be according to the terms set forth below.

Application: Teachers interested in job sharing shall jointly submit a job sharing proposal to the appropriate building principal no later than January 1 of the school year preceding the school year during which the job is to be shared provided that each teacher will have obtained professional teacher status by the first day of the school year in which the job share would occur. The proposal shall set forth the following details:

- a. The manner in which the job is to be shared, e.g., the percentage of the job each is to work;
- b. The position to be shared;
- c. Any other relevant information to the implementation of the proposal

Granting: The proposal shall be reviewed by the building principal and the Superintendent of Schools who shall notify the teachers of their decision with the reasons for granting or denying no later than one week following the next regularly scheduled School Committee meeting. The decision whether or not to allow the job sharing proposal shall not be grievable or arbitral.

Conditions: In the event that the job sharing proposal is approved, the following conditions shall apply:

- a. Both teachers shall work the first, second, and last day of the student school year;
- b. When appropriate, both teachers shall attend parent/teacher conferences;

- c. In the event that one of the teachers is absent, the partner teacher shall make every reasonable effort to cover the class. On such days the partner teacher shall either be paid his/her per diem rate of pay. (For these purposes, the per diem rate of pay shall be defined as 1/183rd of the partner teacher's annual salary).
- d. The total cost of job sharing shall not exceed the cost of one (1) teacher in terms of salary, benefits, and health insurance.

Term: The term of the job sharing shall be for one school year and the partner teachers shall return to their respective assignments beginning with the school year following the school year during which the job was shared. If the partner teachers wish to extend the job sharing beyond one school year, they shall apply in accordance with the Application provision of this Article.

Appendix A - Teacher's Salary Schedule

All members of the bargaining unit hired after June 30, 2011 will be placed on the start lane. Bargaining unit members hired prior to June 30, 2010 who are currently on the Bachelor or Bachelor's +15 Lanes had a one-time opportunity by July 30, 2011 to notify the Superintendent of their election, on the District-provided form, to move to the appropriate step on the Start Lane effective School Year 2011-2012. This election is irrevocable. Bargaining unit members who remain on the Bachelor's or Bachelor's +15 Lane shall move to the Master's Lane upon achievement of a Master's Degree.

Bargaining unit members who have elected or are hired at the Start Lane and do not acquire a Master's Degree by the time they have attained Step 5 shall remain at Step 5 on the Start Lane until such time as the Master's Degree is completed. The bargaining unit member will then move to the Master's Lane and the step once the degree is earned. Bargaining unit members in the Bachelor's or Bachelor's +15 Lane who do not elect the option shall continue to progress in steps and lane changes consistent with the provisions of this successor agreement.

In order to move from one lane to the next, the bargaining unit member must provide an official transcript, demonstrating that the required credits/degree has been obtained.

2014-2015 1.5%								
STEP	B	B+15	START LANE	M	M+15	M+30	M+45	M+60
1			\$45,789	\$45,789	\$47,466	\$49,124	\$49,449	\$51,753
2			\$47,710	\$47,710	\$49,375	\$51,034	\$52,347	\$53,661
3			\$50,323	\$50,323	\$52,017	\$53,710	\$55,022	\$56,333
4			\$52,502	\$52,502	\$54,195	\$55,895	\$57,204	\$58,511
5	\$52,030	\$53,747	\$55,458	\$55,458	\$57,179	\$58,899	\$60,647	\$62,390
6	\$54,237	\$55,952		\$57,672	\$59,385	\$61,102	\$62,415	\$63,730
7		\$58,680		\$60,415	\$62,392	\$64,116	\$65,429	\$66,737
8		\$61,147		\$62,872	\$65,096	\$66,814	\$68,129	\$69,433
9				\$65,376	\$67,805	\$69,540	\$70,850	\$72,159
10				\$67,805	\$70,521	\$72,248	\$73,563	\$74,876
11				\$70,519	\$73,341	\$75,139	\$76,506	\$77,872

2015-2016 1.75%								
STEP	B	B+15	START LANE	M	M+15	M+30	M+45	M+60
1			\$46,590	\$46,590	\$48,297	\$49,984	\$50,314	\$52,658
2			\$48,545	\$48,545	\$50,239	\$51,927	\$53,263	\$54,600
3			\$51,203	\$51,203	\$52,927	\$54,650	\$55,985	\$57,318
4			\$53,421	\$53,421	\$55,143	\$56,873	\$58,205	\$59,535
5		\$54,688	\$56,428	\$56,428	\$58,180	\$59,930	\$61,709	\$63,482
6	\$55,186	\$56,931		\$58,682	\$60,424	\$62,171	\$63,508	\$64,845
7		\$59,707		\$61,472	\$63,484	\$65,238	\$66,574	\$67,905
8		\$62,217		\$63,972	\$66,235	\$67,984	\$69,321	\$70,648
9				\$66,520	\$68,992	\$70,757	\$72,090	\$73,422
10				\$68,992	\$71,755	\$73,512	\$74,850	\$76,186
11				\$71,753	\$74,624	\$76,454	\$77,844	\$79,235

2016-2017 2%								
STEP	B	B+15	START LANE	M	M+15	M+30	M+45	M+60
1			\$47,522	\$47,522	\$49,263	\$50,983	\$51,320	\$53,712
2			\$49,516	\$49,516	\$51,244	\$52,966	\$54,328	\$55,692
3			\$52,227	\$52,227	\$53,986	\$55,743	\$57,105	\$58,465
4			\$54,489	\$54,489	\$56,246	\$58,011	\$59,370	\$60,725
5			\$57,557	\$57,557	\$59,343	\$61,129	\$62,943	\$64,751
6	\$56,289	\$58,070		\$59,855	\$61,632	\$63,415	\$64,778	\$66,142
7		\$60,901		\$62,702	\$64,754	\$66,542	\$67,905	\$69,263
8		\$63,461		\$65,252	\$67,560	\$69,343	\$70,708	\$72,061
9				\$67,851	\$70,371	\$72,172	\$73,532	\$74,891
10				\$70,371	\$73,190	\$74,982	\$76,348	\$77,710
11				\$73,188	\$76,117	\$77,983	\$79,401	\$80,819

Appendix B & C – Extra-curricular and Athletics

- All positions on Appendix B and C are annual positions.
- Postings will include roles and responsibilities of the position, qualification requirements, compensation, start and end dates, and whom the person would report to. The hiring procedure will be the same as that in Article XXI.
- The district reserves the right not to fill any position on Appendix B and C.
- If during the lifetime of this contract either the School Committee or the E.A.L wishes to add stipends to Appendix B or C, they may do so at a meeting of the EAL’s Executive Board with the Superintendent.

Appendix B - Extra Curricular	FY 14-15	FY 15-16	FY 16-17
High School			
Senior Class Advisor x 2	\$1,321	\$1,344	\$1,370
Junior Class Advisor x 2	\$1,056	\$1,074	\$1,096
Sophomore Class Advisor x 2	\$528	\$537	\$548
Freshman Class Advisor x 2	\$528	\$537	\$548
Arrow	\$1,714	\$1,744	\$1,779
Art Club	\$1,689	\$1,719	\$1,753
Math Team	\$1,714	\$1,744	\$1,779
National Honor Society	\$1,689	\$1,719	\$1,753
Dramatics	\$2,384	\$2,426	\$2,474
Student Council	\$2,349	\$2,390	\$2,438
Yearbook	\$2,606	\$2,651	\$2,704
Middle School			
Art Club	\$1,321	\$1,344	\$1,370
Band	\$1,321	\$1,344	\$1,370
Chorus	\$1,321	\$1,344	\$1,370
Dramatics	\$1,321	\$1,344	\$1,370
Newspaper	\$1,321	\$1,344	\$1,370
Yearbook	\$1,321	\$1,344	\$1,370
National Junior Honor Society	\$1,321	\$1,344	\$1,370
Student Council	\$1,321	\$1,344	\$1,370
Memorial School			
Music Program	\$1,638	\$1,667	\$1,700
Student Council	\$1,321	\$1,344	\$1,370
Other			
Curriculum Development	\$30/hr	\$30/hr	\$30/hr
Lead Teachers	\$1,608	\$1,636	\$1,669
Home Instruction/Tutoring	\$30/hr	\$30/hr	\$30/hr
Teacher Mentors	\$1,072	\$1,091	\$1,112
504 District Coordinator	\$1,609	\$1,637	\$1,670
504 Coordinators	\$1,072	\$1,091	\$1,112
ELL District Coordinator and Assessment	\$1,609	\$1,637	\$1,670
ELL Coordinators and Assessment	\$1,072	\$1,091	\$1,112
School to Career Coordinator	\$1,056	\$1,074	\$1,096
Mentor Coordinator (maximum of 2)	\$1,056	\$1,074	\$1,096

Appendix C - Athletics				
Athletic Director (Years of experience)	1-2	3-4	5-6	7+
	\$6,000	\$7,000	\$8,000	\$9,000

Coaches	FY 14-15	FY 15-16	FY 16-17
Assistant to the Athletic Director	\$1,584	\$1,612	\$1,644
Head Football	\$5,947	\$6,051	\$6,172
Head Basketball (Boys & Girls)	\$5,054	\$5,142	\$5,245
Head Baseball	\$3,865	\$3,933	\$4,011
Head Softball	\$3,865	\$3,933	\$4,011
Head Soccer (Boys & Girls)	\$3,865	\$3,933	\$4,011
Track (Boys & Girls)	\$3,865	\$3,933	\$4,011
Tennis (Boys & Girls)	\$2,783	\$2,832	\$2,888
Field Hockey	\$3,865	\$3,933	\$4,011
Golf	\$2,826	\$2,875	\$2,933
Cross Country	\$2,826	\$2,875	\$2,933
Cheerleading (Fall)	\$2,783	\$2,832	\$2,888
JV Baseball	\$2,675	\$2,721	\$2,776
JV Basketball (Boys & Girls)	\$2,973	\$3,025	\$3,085
JV Field Hockey	\$2,973	\$3,025	\$3,085
JV Soccer (Boys & Girls)	\$2,973	\$3,025	\$3,085
JV Softball	\$2,675	\$2,721	\$2,776
Indoor Track	\$2,826	\$2,875	\$2,933
Assistant			
Football (maximum of 3)	\$2,973	\$3,025	\$3,085
Indoor Track	\$1,205	\$1,226	\$1,250
Track & Field	\$2,229	\$2,268	\$2,313
Other			
Freshman Basketball	\$2,229	\$2,268	\$2,313
Middle School Basketball (Boys & Girls)	\$1,056	\$1,074	\$1,096
Middle School Soccer (Boys & Girls)	\$1,056	\$1,074	\$1,096
Middle School Baseball	\$1,056	\$1,074	\$1,096
Middle School Softball	\$1,056	\$1,074	\$1,096

IN WITNESS WHEREOF the parties to this Contract have caused these presents: to be executed by their agents hereunto duly authorized and their seals to be affixed hereto, as of the date first written above.

Kelley Southwick
President - E.A.L.

Judith J. Paolucci
Superintendent of Schools