

Agreement Between

Leicester School Committee

and

Education Association of Leicester

2007 – 2008

2008 – 2009

2009 – 2010

7/31/07

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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, 2007, 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

A. 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.
3. The teaching staff of the public schools of the Town of Leicester has responsibility for providing in the classrooms of the schools, education of the highest possible quality.
4. 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.
5. 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

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.

IV. Annuities

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

V. Insurance

Teachers, including retired teachers, 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. Retiree's participation shall be limited in duration and in accordance with the approvals 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. Conference Days

- 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 letters of application for such approval, together with brochures and estimates of expenses with the principal's recommendation, must be received in the office of the Superintendent at least ten (10) school days before the scheduled event. Attendance at the conference shall require the approval or disapproval of the Superintendent.
- C.** A written report covering the content and value of the conference will be submitted to the building principal.
- D.** The Superintendent's reply shall be made within three (3) school days.

VII. 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.
- 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.** Upon retirement of a teacher from the Leicester School System, that person 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. Pursuant to Article XXXI, a teacher shall provide the District with six (6) month's notice to qualify for this benefit.
- 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.** Teachers who are the victims of a school-related assault while on official duty shall have the following rights:

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.

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.

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.

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.

- I.** Within twenty (20) school days of the beginning of each school year, each teacher shall receive notice of the number of sick days which he or she has accumulated as of the first day of the school year. This notice will be disseminated at the school through the building principal.

VIII. 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 staff members, Grades PreK-12, will have a minimum of one preparation period per day.

- 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.

IX. Personal Leave Days

At the start of each school year each teacher will be credited with two (2) personal leave days to be used for the purpose of conducting personal business. Except in the cases of emergency, a teacher must give two (2) days notice to the Principal of his or her intention to use a personal leave day.

No more than two (2) personal leave days may be taken at the same time. No more than two (2) personal leave days credited after September 1, 1988 may be carried over into the next school year. No more than five (5) personal leave days may be used in any one (1) school year. No personal leave may be used in conjunction with a vacation or holiday or during the first week or last week of any school year except at the discretion of the Superintendent. No more than three (3) teachers may be granted personal leave days for any one (1) day by a building principal. Exceptions to the restrictions set forth in this paragraph may be allowed only in emergency situations.

All unused personal days earned prior to July 1, 1988 will be carried forward. Their use is subject to the guidelines of this article.

Personal leave days must be taken in increments of one (1) full day.

Within twenty (20) school days of the beginning of each school year, each teacher shall receive notice of the number of personal days which he or she has accumulated as of the first day of the school year. This notice will be disseminated at the school through the building principal.

X. School Calendar

The School Committee will review any requests pertaining to the school calendar presented to it by the Education Association of Leicester.

XI. 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 the completed applications are received.
- F. Teachers who have not been granted time off previously will be given preference during succeeding years.

XII. 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.

XIII. 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. 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-three (183) days. The scheduling of these days will be presented to the School Committee upon agreement by the representatives of the E.A.L. and the Superintendent of Schools. If there is an impasse, the School Committee will make the final decision.
- B.** 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.
- C.** The work year for guidance personnel shall consist of one hundred eighty three (183) days plus any additional days required by the building principal, which days will be compensated at a one hundred percent (100%) per diem rate.
- D.** Class Notice – Teachers will be notified in writing of their program 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.

XIV. 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 beginning with the first full day after the day of death.
- 2. In the event of the death of (step) grandparents, mother-in-law, father-in-law, grandchild, three (3) days beginning with the first full day after the day of death.
- 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, said additional time will be deducted from sick leave on approval of the Superintendent.

XV. 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 and staff.

XVI. 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.

XVII. Length of Teachers' Work Day

Teachers will be required to report to school fifteen (15) minutes prior to the start of the students' school day. The students' school day commences when the homeroom period begins or, if homeroom periods are held later in the day, at the beginning of the students' first instructional period. 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 or their designee will supervise the remaining children according to a predetermined rotating schedule assigned for such purpose and compensated at the rate of twenty-five (\$25.00) 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. Specific criteria will be developed at each school by the building principal to ensure that extra help programs are conducted during these time frames. Each teacher will be responsible for being certified by the building principal for six (6) hours of professional development each year. The School Committee reserves the right to adjust the students' school day to accommodate D.O.E. time and learning regulations.

XVIII. 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. **Family Leave:** Unpaid family leave for the birth or adoption of a child shall be granted according to applicable federal and state laws governing maternity leave. Teachers may apply up to eight (8) weeks of accrued sick leave for unpaid maternity leave and will provide a physician's determination of actual disability when legally required. 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.** 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.

XIX. Substitute Teachers

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

XX. Vacancies and New Positions

A vacancy shall be defined as any new position or an opening in an existing teaching position. The Superintendent or in his/her absence the designee shall personally post all vacancies no less than two (2) weeks prior to the closing of applications. Qualifications will not be changed without notice to the Association and to any member who has requested information on qualifications. 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.

XXI. Transfers

- A.** Notice of intent to transfer or reassign a teacher will be given as soon as practical.
- B.** 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.
- C.** An involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent at which time the teacher will be notified of the reasons for the transfer.

XXII. Professional Improvement

- A.** All courses in which graduate credit is submitted for advancement to a higher salary must be in any educationally related field and must be approved in advance by the Superintendent of Schools. Such approval will not be unreasonably withheld.

Faculty members shall submit a course approval form to the Superintendent's Office. Upon approval, the original shall be filed and a copy of the approval shall be forwarded to the faculty member for his/her records. The faculty member shall submit a copy of the grade for the completed course which shall be compared to the course approval form on record. Only those courses for which a corresponding course approval exists shall be reimbursed.

A faculty 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.** Teachers are required to notify the Superintendent in writing 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.
- C.** The District shall provide professional development program opportunities which shall include courses that will meet the licensing or certification needs of all members of the bargaining unit for primary certification or license at no cost to the individual. The district may meet this obligation through any combination of in-service programs, professional development programs, conferences, tuition reimbursement, workshops, or other offerings by DOE approved professional development providers. The School Committee shall not be responsible for any failure of a teacher to be recertified.
- D.** Each teacher must show evidence of professional improvement in order to advance on the salary schedule. In order to satisfy this requirement, each teacher will successfully complete a three (3) credit graduate course at an accredited institution prior to the termination of this contract. New staff have three (3) years to satisfy this requirement.
 - 1. A teacher who does not successfully complete such a course will be frozen at his or her 2009-10 salary rate, and shall not be entitled to any step or across the board increase until the required course has been successfully completed.
 - 2. In any five (5) year period the Leicester School Committee will reimburse any teacher who takes and successfully completes up to four (4) approved three (3) credit courses. Three courses will be reimbursed at the prevailing tuition rate set by Worcester State College; the fourth at the current French River Education Center's rate.
- E.** The School Committee will pay for the fees associated with the application and examination for National Teacher Certification. The School Committee will also provide a one time bonus payment of \$1,000. to any teacher who becomes or who is on staff and already has become nationally certified. This benefit will be capped at eight (8) teachers per school year. The district will waive the cap in the first year of the agreement. Each teacher who becomes certified will receive the bonus.

XXIII. Teacher Assistants

- A.** Part-time teacher assistants will be hired by the School Committee to help perform non-classroom duties in Grades K through 12 subject to available funding.
- B.** The duties of the teacher assistants will be determined by the building principal.

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

XXV. 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. Anyone filing for mileage will be required to complete the daily record as required by the Selectmen and the Advisory Board and will be compensated at the rate set at the Annual Town Meeting.

XXVI. 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.

A teacher who is serving at the discretion of the School Committee shall not be dismissed if there is a teacher not serving at discretion whose position the teacher serving at discretion is qualified to fill.

In the event the School Committee finds a need to reduce bargaining unit positions, the following termination/layoff procedure shall apply to tenured members of the bargaining unit:

1. Termination/layoff 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.
2. A tenured bargaining unit member to be laid off under Paragraph 1 may replace the most junior tenured 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 tenured 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 1, 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.

3. **Definitions** - As used in this Article, the terms below shall be defined as follows:
 - a. **Seniority** – 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.
 - b. **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.
 - c. 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.
4. **Recall** – Teachers shall be entitled to recall rights according to the same criteria by which layoffs are to be accomplished under paragraphs 1 and 2 for a period of two (2) years from the September following the effective date of their layoff. Recall opportunities are to be comparable to the employment status held at time of layoff.

XXVII. Early Retirement Incentive

- A. 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 61 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.
- B. 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.
- C. A maximum of six (6) 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.

XXVIII. 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, 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, 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.

- 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.

It is understood that the cost of the arbitrator will be divided equally between the EAL and the School Committee.

XXIX. 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. 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 and whether or not within the contemplation of the parties at the time of negotiating this Agreement.

XXX. Duration

This contract shall continue in effect to and including June 30, 2010, 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. The contract will be opened in the third year for salary only.

XXXI. Notice of Retirement and Resignation

- A. 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.)
- B. 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 resignee will not have to work out the notice period.

XXXII. 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.

XXXIII. Agency Service Fee

- A.** 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.
- B.** 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.
- C.** 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.

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>
25-29	\$600
30 +	\$1200

XXXVI. Job Sharing

1. 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.

2. Job Sharing:

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.

**EDUCATION ASSOCIATION OF LEICESTER
LEICESTER, MASSACHUSETTS 01524
BY-LAWS**

ARTICLE I – NAME

This Association shall be called the Education Association of Leicester

ARTICLE II – PURPOSES

The purpose of this Association shall be to:

- a. Maintain and improve quality education for all.
- b. Help each student realize his/her potential as a worthy and effective member of the society.
- c. Advance the interest of public education and increase the efficiency of education as a public service.
- d. Cooperate with and help promote all efforts directed to improve the educational life of the community of Leicester.
- e. Uphold high professional standards and to advance the socio-economic well being of educators.
- f. Promote respect for the professional, and to foster unity and understanding within the profession.
- g. Develop and promote such ethical practices and standards of preparation and participation as mark the profession.

ARTICLE III – AFFILIATION

This Association shall be affiliated with the National Education Association and the Massachusetts Teachers Association.

ARTICLE IV – MEMBERSHIP

Section 1: Membership of the EAL shall consist of Active Members, Honorary Life Members, and Associate Members.

Section 2: Active Membership shall consist of all educational employees appointed by the Leicester School Committee, and who have paid the dues of the EAL, MTA, and NEA for the current year. Active Members only are entitled to vote and to hold office

Section 3: Any member, upon retirement, shall become an Honorary Life Member. Honorary Members shall be entitled to all privileges of the Active Member with the exception of holding office, voting, and shall be exempt from the payment of dues.

Section 4: Associate Members shall be entitled to all privileges of an Active Member except that they cannot vote or hold office.

Section 5: Membership year shall be from September 1 to August 31. Dues shall be paid on or before November 1 unless they are using the payroll deduction. A person who has been a past member of the EAL has the rights and privileges of active membership without paying dues until November 1. New members become Active Members when the dues are paid in full. Any member who is delinquent in dues shall be so notified within three (3) days. If payment is not made within two (2) days after that time, he/she shall forfeit any dues paid to the General Fund and will be dropped as an Active Member.

Section 6: Educational employees hired during the school year may become Active Members upon payment of their dues within forty-five (45) days of the beginning of their employment. Teachers entering the Leicester School System with paid membership in MTA/NEA for the current school year shall be granted active membership in the Association upon payment of the local EAL dues.

ARTICLE V – OFFICERS

Section 1: The officers of the EAL shall be a President, Vice-President, Secretary, and Treasurer.

Section 2: The officers shall be personnel on tenure.

Section 3: The Executive Board shall consist of the officers, the past president, the building representatives, and one member at large from each building.

Section 4: Officers shall serve for two years and may be re-elected.

Section 5: The term of office shall be from July 1 to June 30.

ARTICLE VI – AMENDMENTS

Section 1: This Constitution shall be altered, amended, or repealed at a regular or special meeting provided such proposals for action have been given to the membership five (5) school days prior to their acceptance or rejection.

Section 2: The Constitution may be altered, amended, or repealed in the following manner:

- a. At a special or regular meeting by a 60% vote of the members present.
- b. At a meeting called by 30% of the membership in a signed petition to the Executive Board. The meeting shall be held within thirty (30) days of receipt of the petition for membership action.
- c. By a written request of a member of the EAL to the Executive Board. The Executive Board shall decide upon the validity and time of presentation, if any, of such a request.

ARTICLE VII – MEETINGS

Section 1: There shall be an organizational meeting on the day before school begins, a meeting in the fall, and an annual business meeting in the spring.

Section 2: Special meetings of the EAL shall be called by the Executive Board when necessary.

A notice of five (5) days prior to such a meeting may be waived in cases of emergency.

Section 3: A quorum shall consist of 25% of the membership. A two-thirds majority shall be required to pass any item on the agenda, if less than 50% of the membership is present.

Section 4: Meetings shall be conducted according to the parliamentary procedures of Robert's Rules.

ARTICLE VIII – DUES

Section 1: Annual dues shall be set by the Executive Committee and voted upon at the annual meeting in June.

Section 2:

- a. All Association dues of the President shall be paid by the EAL with an additional stipend of \$200 per annum.
- b. Fifty percent (50%) of all Association dues shall be paid by the EAL for the treasurer.

ARTICLE IX – NOMINATIONS

Section 1: Any Active Tenured Member of the EAL may be a candidate for EAL office. To become a candidate, the person's name must be submitted to the Nominating Committee by April 15. Names may

be submitted by anyone who would like to hold office or by anyone who feels another person would do a good job in the office.

Section 2: The Nominating Committee shall take all names under advisement and report their choice at the annual meeting.

Section 3: If no names are submitted to the Committee, the Committee shall nominate at their discretion. Results of the Committee are final.

ARTICLE X – POWER OF THE OFFICERS

Section 1: No one may hold more than one elected office at any one time.

Section 2: Vice-President will ascend to the Presidency when the occupant of that office has vacated his/her office or is unable to fulfill the duties of the office.

Section 3: The President of the EAL shall have the following responsibilities:

- a. President shall preside over meetings of the Executive Board.
- b. Be ex-officio member of all committees except the Nominating Committee.
- c. Shall appoint the chairmen and members of necessary committees.
- d. Shall preside over all meetings of the EAL.
- e. Endeavor to promote the interests and purposes of the EAL.
- f. Represent the EAL or provide representation for the Association at all civic, professional, and fraternal gatherings where representation from EAL is deemed necessary. (School Committee, PTA, Mothers' Club, etc.)
- g. Shall have the power to expend reasonable sums for the execution of his/her duties.
- h. Call all meetings as necessary.
- i. Fill, by appointment until next selection, any vacancies which occur.
- j. Enforce observance of the Constitution and By-Laws.

Section 4: Vice-President:

- a. Preside in absence of the President at his/her request.
- b. Handle all other duties assigned by the President.

Section 5: Secretary

- a. Keep all records, correspondence, reports, etc.
- b. Shall be in charge of all public relations reported to the news media after having been cleared by the Executive Committee and/or President.

Section 6: Treasurer:

- a. Collect and pay all dues of the combined associations.
- b. Provide and collect all dues cards at the first meeting in September.
- c. Pay out all funds.
- d. Itemize all paid out and received monies.
- e. Recommend and advise yearly dues changes.
- f. Notify bank of officer changes at the end of fiscal year.

Section 7: Executive Board:

- a. Advise and assist the President in the execution of his/her duties.
- b. Shall have power to take emergency action when necessary.
- c. All business within the board is transacted by a simple majority vote.
- d. It shall be responsible for the management of the Association and the carrying out of its policies.
- e. It shall report its actions to the general membership and consider policies recommended by them.

ARTICLE XI – COMMITTEES

Section 1: The President shall appoint annually all standing committees with the exception of the Nominating Committee which shall be ELECTED by ballot at the first building meeting. The Nominating Committee shall consist of one (1) member from each building. He/she must be an Active Member and on tenure. The Committee will elect its own chairman at their choice.

Section 2: The President shall appoint the following committees:

- a. Professional Rights and Responsibilities Committee (Bargaining).
- b. Scholarship Committee (High School).
- c. Any committees that are deemed necessary for the current year.
- d. Political Action Committee.
- e. Public Relations Committee.

Section 3: The Professional Rights and Responsibilities Committee shall represent the Association and all teachers (178G Chapter 149 of the Massachusetts General Laws) in the Leicester School System in all negotiations with the Leicester School Committee or its agents with regards to wages, hours, and other conditions of employment which come under the scope of Massachusetts General Laws, 763 of the Acts of 1965.

Paragraph 1: That this Committee shall consist of the President of the Association (ex-officio) and five (5) other members of the Association (prefer one from each building). All members are to be on tenure. Period of service shall be for the length of the contract negotiated.

Paragraph 2: That all members of the Association will be required to abide by all agreements reached between the Professional Rights and Responsibilities Committee and the School Committee, providing such agreements have been authorized by a majority vote of the membership at a regular or special meeting after their presentation to the School Committee. It shall be the privilege of members at any regular meeting to discuss any proposed agreement in its entirety before it is presented to the School Committee.

Paragraph 3: If a regular or special meeting is called for the purpose of presenting such proposals to the members and if a quorum is not present, members will have waived their right to a vote and the Professional Rights and Responsibilities Committee shall proceed to resolve issues pending according to their own best judgment.

Section 4: Building Representative Committee shall consist of one (1) representative from each building, and one Assistant Representative from each building with twenty (20) or more members. They shall be elected annually by members from their own building, and they shall serve on the Executive Committee.

- a. This Committee is responsible for the distribution of all EAL notices, forms, and correspondence to their respective buildings and from the membership back to the officers and Executive Board.
- b. This Committee shall be charged with the recruiting of members and the collection of dues. They shall also submit a list of Association Members to the President by October 1. Said list will be duplicated and posted in each building.
- c. Each member shall serve as a Good Will Committee of one (1) for his/her building and is empowered to spend such monies as the President outlines at the beginning of the year.
- d. This Committee will aid the Executive Board in the physical preparations (refreshments, ballots, etc.) for all meetings.

Section 5: Scholarship Committee shall consist of five (5) members from the High School.

- a. To coordinate the Scholarship fund raising events held to increase the Scholarship Fund.
- b. To determine the number and amounts of awards commensurate and reasonable with available funds.
- c. To select recipients of EAL scholarships from the senior class of Leicester High School.
- d. The committee shall be composed of one guidance person, Senior Class Advisor, and three classroom teachers. Names to be submitted by April 1 to the President.

Section 6: All Delegates and Committees are responsible to the President and, as such, should be prepared to report to him/her and to the membership if deemed necessary by the President.

ARTICLE XII – CONTRACT RATIFICATION

Section 1: The Bargaining Committee will hold a general assembly meeting for all EAL members for the purpose of presenting and discussing the new language. This meeting will be in one central location and shall be posted five (5) days prior to such meeting.

Section 2: Within two (2) school days following such meeting, the ratification vote shall be scheduled in the following manner:

Paragraph 1: Each building will vote separately, but on the same day as determined by the Bargaining Committee. A representative from the Bargaining Committee shall be assigned to oversee the ratification vote in each building.

Paragraph 2: The ratification vote will be by written, secret ballot, the format of which shall be determined by the Bargaining Committee.

Paragraph 3: An absentee ballot is permissible, provided the absent EAL member makes a request to a member of the Bargaining Committee prior to the ratification vote. Absentee ballots will also be formulated by the Bargaining Committee.

Paragraph 4: A two-thirds (2/3) majority of the vote cast is required for ratification.

Appendix A - Teacher's Salary Schedule

FY 2006-2007	BACHELOR'S	BACHELOR'S	MASTER'S	MASTERS	MASTER'S	MASTER'S	MASTER'S
YEAR 3 AT 3.5%		+15		+15	+30	+45	+60
1	\$35,929	\$38,043	\$39,478	\$40,925	\$42,355	\$43,487	\$44,621
2	\$38,251	\$39,689	\$41,134	\$42,570	\$44,001	\$45,133	\$46,266
3	\$40,468	\$41,933	\$43,388	\$44,848	\$46,308	\$47,440	\$48,570
4	\$42,341	\$43,805	\$45,267	\$46,727	\$48,192	\$49,321	\$50,448
5	\$44,860	\$46,341	\$47,816	\$49,299	\$50,782	\$52,289	\$53,792
6	\$46,762	\$48,241	\$49,725	\$51,201	\$52,683	\$53,815	\$54,947
7		\$50,594	\$52,090	\$53,794	\$55,280	\$56,412	\$57,540
8		\$52,720	\$54,207	\$56,125	\$57,607	\$58,741	\$59,874
9			\$56,366	\$58,461	\$59,957	\$61,086	\$62,215
10			\$58,461	\$60,802	\$62,292	\$63,426	\$64,557
11			\$60,800	\$63,234	\$64,784	\$65,962	\$67,140

FY 2007-2008	BACHELOR'S	BACHELOR'S	MASTER'S	MASTERS	MASTER'S	MASTER'S	MASTER'S
YEAR 1 AT 2.0%		+15		+15	+30	+45	+60
1	\$36,648	\$38,804	\$40,268	\$41,744	\$43,202	\$44,357	\$45,513
2	\$39,016	\$40,483	\$41,957	\$43,421	\$44,881	\$46,036	\$47,191
3	\$41,277	\$42,772	\$44,256	\$45,745	\$47,234	\$48,389	\$49,541
4	\$43,188	\$44,681	\$46,172	\$47,662	\$49,156	\$50,307	\$51,457
5	\$45,757	\$47,268	\$48,772	\$50,285	\$51,798	\$53,335	\$54,868
6	\$47,697	\$49,206	\$50,720	\$52,225	\$53,737	\$54,891	\$56,046
7		\$51,606	\$53,132	\$54,870	\$56,386	\$57,540	\$58,691
8		\$53,774	\$55,291	\$57,248	\$58,759	\$59,916	\$61,071
9			\$57,493	\$59,630	\$61,156	\$62,308	\$63,459
10			\$59,630	\$62,018	\$63,538	\$64,695	\$65,848
11			\$62,016	\$64,499	\$66,080	\$67,281	\$68,483

FY 2008-2009	BACHELOR'S	BACHELOR'S	MASTER'S	MASTERS	MASTER'S	MASTER'S	MASTER'S
YEAR 2 AT 3.5%		+15		+15	+30	+45	+60
1	\$37,930	\$40,162	\$41,677	\$43,205	\$44,714	\$45,909	\$47,106
2	\$40,382	\$41,900	\$43,425	\$44,941	\$46,452	\$47,647	\$48,843
3	\$42,722	\$44,269	\$45,805	\$47,346	\$48,887	\$50,082	\$51,275
4	\$44,699	\$46,245	\$47,788	\$49,330	\$50,876	\$52,068	\$53,258
5	\$47,359	\$48,922	\$50,479	\$52,045	\$53,611	\$55,201	\$56,788
6	\$49,367	\$50,928	\$52,495	\$54,053	\$55,617	\$56,812	\$58,008
7		\$53,412	\$54,991	\$56,790	\$58,359	\$59,554	\$60,745
8		\$55,657	\$57,226	\$59,251	\$60,816	\$62,013	\$63,209
9			\$59,506	\$61,717	\$63,297	\$64,488	\$65,680
10			\$61,717	\$64,189	\$65,762	\$66,959	\$68,153
11			\$64,187	\$66,756	\$68,392	\$69,636	\$70,880

*For FY 2007-2008, teachers giving appropriate retirement notice, per the contract, will receive a 3% increase.

APPENDIX B - EXTRA CURRICULAR	FY 07-08 AT 2%	FY 08-09 AT 3.5%
ADVISORS		
SENIOR	\$1,441	\$1,491
JUNIOR	\$1,049	\$1,086
SOPHOMORE	\$656	\$679
FRESHMAN	\$656	\$679
YEARBOOK	\$2,292	\$2,372
NATIONAL HONOR SOCIETY	\$1,179	\$1,220
ARROW	\$1,507	\$1,560
DRAMATICS	\$2,097	\$2,170
STUDENT COUNCIL	\$1,507	\$1,560
MATH TEAM	\$1,507	\$1,560
MUSIC PROGRAM	\$1,441	\$1,491
MIDDLE SCHOOL		
NEWSPAPER	\$1,049	\$1,086
YEARBOOK	\$1,049	\$1,086
STUDENT COUNCIL	\$1,049	\$1,086
OTHER		
LEAD TEACHERS	\$1,500	\$1,500
TEACHER MENTORS	\$1,000	\$1,000
504 District Coordinator/Mandated	\$1,500	\$1,500
504 Coordinators/Mandated	\$1,000	\$1,000
EII District Coordinator and		
Assessment/New	\$1,500	\$1,500
E L L Coordinators and		
Assessment/NEW	\$1,000	\$1,000
CURRICULUM DEVELOPMENT	\$25/HR	\$25/HR
HOME INSTRUCTION/TUTORING		
SERVICES	\$25/HR	\$25/HR

APPENDIX C - ATHLETICS

FY 07-08

FY 08-09

AT 2%

AT 3.5%

ATHLETIC DIRECTOR	\$6,535	\$6,764
HEAD FOOTBALL COACH	\$5,230	\$5,413
VARSITY BASKETBALL (BOYS and GRILS)	\$4,444	\$4,600
VARSITY BASEBALL - BOYS	\$3,399	\$3,518
VARSITY HEAD SOFTBALL	\$3,398	\$3,517
VARSITY SOCCER (BOYS)	\$3,398	\$3,517
VARSITY SOCCER (GIRLS)	\$3,398	\$3,517
VARSITY OUTDOOR TRACK - BOYS and GIRLS	\$3,398	\$3,517
CROSS COUNTRY / N/A	\$0	\$0
VARSITY TENNIS - BOYS and GIRLS	\$2,352	\$2,434
VARSITY FIELD HOCKEY	\$3,399	\$3,518
VARSITY GOLF	\$2,485	\$2,572
VARSITY CHEERLEADING/FALL & WINTER	\$3,007	\$3,112
X-C SKIING N/A	\$0	\$0
JV BASEBALL COACH	\$2,352	\$2,434
JV SOFTBALL COACH	\$2,352	\$2,434
JV CHEERING /FALL & WINTER	\$1,622	\$1,679
VARSITY HEAD COACH INDOOR TRACK	\$1,308	\$1,354
ASSISTANT		
FOOTBALL - 3	\$2,614	\$2,705
JV FIELD HOCKEY	\$2,640	\$2,732
JV BASKETBALL - BOYS AND GIRLS	\$2,614	\$2,706
JV SOCCER - BOYS and GIRLS	\$2,614	\$2,706
VARSITY ASSIST. INDOOR TRACK/APPROVED 11/27/00	\$1,060	\$1,097
BASEBALL/ELIMINATED FY'04-05/REPLACED BY ASSISTANT OUTDOOR TRACK - 2	\$0	\$0
ASSISTANT OUTDOOR TRACK - 2	\$1,960	\$2,029
OTHER		
FRESHMAN BASKETBALL - BOYS and GIRLS	\$1,960	\$2,029
MIDDLE SCHOOL BASKETBALL	\$1,960	\$2,029
HIGH SCHOOL INTRAMURAL/ N/A	\$0	\$0

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.

FOR THE EDUCATION ASSOCIATION
OF LEICESTER

Janet B. Richardson

FOR THE LEICESTER SCHOOL COMMITTEE

Tammy Dillon

Linda Carre-Looft

FY 2008-2009	BACHELOR'S	BACHELOR'S	MASTER'S	MASTERS	MASTER'S	MASTER'S	MASTER'S
YEAR 2 AT 3.5%		+15		+15	+30	+45	+60
1	\$37,930	\$40,162	\$41,677	\$43,205	\$44,714	\$45,909	\$47,106
2	\$40,382	\$41,900	\$43,425	\$44,941	\$46,452	\$47,647	\$48,843
3	\$42,722	\$44,269	\$45,805	\$47,346	\$48,887	\$50,082	\$51,275
4	\$44,699	\$46,245	\$47,788	\$49,330	\$50,876	\$52,068	\$53,258
5	\$47,359	\$48,922	\$50,479	\$52,045	\$53,611	\$55,201	\$56,788
6	\$49,367	\$50,928	\$52,495	\$54,053	\$55,617	\$56,812	\$58,008
7		\$53,412	\$54,991	\$56,790	\$58,359	\$59,554	\$60,745
8		\$55,657	\$57,226	\$59,251	\$60,816	\$62,013	\$63,209
9			\$59,506	\$61,717	\$63,297	\$64,488	\$65,680
10			\$61,717	\$64,189	\$65,762	\$66,959	\$68,153
11			\$64,187	\$66,756	\$68,392	\$69,636	\$70,880
FY 2009-2010	BACHELOR'S	BACHELOR'S	MASTER'S	MASTERS	MASTER'S	MASTER'S	MASTER'S
YEAR 3 AT 2.5%		+15		+15	+30	+45	+60
1	\$38,878	\$41,166	\$42,719	\$44,285	\$45,832	\$47,057	\$48,284
2	\$41,392	\$42,948	\$44,511	\$46,065	\$47,613	\$48,838	\$50,064
3	\$43,790	\$45,376	\$46,950	\$48,530	\$50,109	\$51,334	\$52,557
4	\$45,816	\$47,401	\$48,983	\$50,563	\$52,148	\$53,370	\$54,589
5	\$48,543	\$50,145	\$51,741	\$53,346	\$54,951	\$56,581	\$58,208
6	\$50,601	\$52,201	\$53,807	\$55,404	\$57,007	\$58,232	\$59,458
7		\$54,747	\$56,366	\$58,210	\$59,818	\$61,043	\$62,264
8		\$57,048	\$58,657	\$60,732	\$62,336	\$63,563	\$64,789
9			\$60,994	\$63,260	\$64,879	\$66,100	\$67,322
10			\$63,260	\$65,794	\$67,406	\$68,633	\$69,857
11			\$65,792	\$68,425	\$70,102	\$71,377	\$72,652

APPENDIX A - EXTRA CURRICULAR	FY 08-09 at 3.5%	FY 09-10 at 2.5%
ADVISORS		
SENIOR	\$1,491	\$1,528
JUNIOR	\$1,086	\$1,113
SOPHOMORE	\$679	\$696
FRESHMAN	\$679	\$696
YEARBOOK	\$2,372	\$2,431
NATIONAL HONOR SOCIETY	\$1,220	\$1,251
ARROW	\$1,560	\$1,599
DRAMATICS	\$2,170	\$2,224
STUDENT COUNCIL	\$1,560	\$1,599
MATH TEAM	\$1,560	\$1,599
MUSIC PROGRAM	\$1,491	\$1,528
MIDDLE SCHOOL		
NEWSPAPER	\$1,086	\$1,113
YEARBOOK	\$1,086	\$1,113
STUDENT COUNCIL	\$1,086	\$1,113
OTHER		
CURRICULUM DEVELOPMENT	\$25/HR	\$25/HR
LEAD TEACHERS	\$1,500	\$1,500
TEACHER MENTORS	\$1,000	\$1,000
HOME INSTRUCTION/TUTORING SERVICES		
	\$25/HR	\$25/HR
504 Distrist Coordinators/Mandated	\$1,500	\$1,500
504 Coordinators/Mandated	\$1,000	\$1,000
E L L District Coordinator and Assesment/NEW	\$1,500	\$1,500
E L L Coordinators and Assesment/NEW	\$1,000	\$1,000
APPENDIX B - ATHLETICS		
ATHLETIC DIRECTOR	\$6,764	\$6,933
HEAD FOOTBALL	\$5,413	\$5,548
HEAD BASKETBALL (BOYS)	\$4,600	\$4,715
HEAD BASKETBALL (GIRLS)	\$4,600	\$4,715
HEAD BASEBALL	\$3,518	\$3,606
HEAD SOFTBALL	\$3,517	\$3,605
HEAD SOCCER (BOYS)	\$3,517	\$3,605
HEAD SOCCER (GIRLS)	\$3,517	\$3,605
TRACK (BOYS)	\$3,517	\$3,605
TRACK (GIRLS)	\$3,517	\$3,605
CROSS COUNTRY	\$2,705	\$2,773
TENNIS	\$2,434	\$2,495
FIELD HOCKEY	\$3,518	\$3,606
GOLF	\$2,572	\$2,636
CHEERLEADING/FALL & WINTER	\$3,112	\$3,190
X-C SKIING	\$2,434	\$2,495
JV BASEBALL	\$2,434	\$2,495
JV SOFTBALL	\$2,434	\$2,495
JV CHEERING /FALL & WINTER	\$1,679	\$1,721
INDOOR TRACK	\$1,354	\$1,388
ASSISTANT		
FOOTBALL	\$2,705	\$2,773
FIELD HOCKEY		
BASKETBALL	\$2,706	\$2,774
SOCCER	\$2,706	\$2,774
INDOOR TRACK/APPROVED 11/27/00	\$1,097	\$1,124
TRACK & FIELD	\$2,029	\$2,080
OTHER		
FRESHMAN BASKETBALL	\$2,029	\$2,080
MIDDLE SCHOOL BASKETBALL	\$2,029	\$2,080
HIGH SCHOOL INTRAMURAL	\$0	\$0

**LEICESTER SCHOOL COMMITTEE
AND
EDUCATIONAL ASSOCIATION OF LEICESTER**

MEMORANDUM OF AGREEMENT

It is hereby agreed by signature endorsement below, that both parties agree to the following:

The Association will assume a wage freeze for the 2009-2010 school year. All members of the bargaining unit shall be compensated at the rate in effect as of the end of the 2008-2009 school year for the 2009-2010 school year.

With regards to Article XXII - Professional Improvement, D-1: the parties agree to suspend reimbursement for the required 3 credit graduate course to be completed for the salary scale, for the 2009-2010 school year. Reimbursement will be reactivated for the 2010-2011 school year.

With regard to Article XXII - Professional Improvement, D-2: the parties agree to suspend reimbursement for the upon completion of four (4), three (3) credit graduate course completed within 5 years for the 2009-2010 school year. Reimbursement will be reactivated for the 2010-2011 school year.

The parties agree that the District will continue to reimburse teachers who are in master's programs approved by the Superintendent prior to July 1 2009 for the 2009-2010 school year. No new enrollments into a Master's program will be approved for reimbursement courses until July 1, 2010.

The parties agree that the District will reduce the teachers work year to 182 days, by eliminating one (1) professional development day for the 2009-2010 school year only. The 183 work days will resume in the 2010-2011.

Except for the modifications provided above, all the terms and conditions of the 2007-2010 contract will remain in effect. Those terms shall be extended through June 30, 2011 and the salary schedules which would have been effective for FY2009-2010 shall be effective in FY2010-2011.

The parties further agree that this Memorandum of Agreement is contingent upon no increase to the health insurance percentages currently being paid by the bargaining unit members, for the 2009-2010 school year.

EXECUTED under seal this _____ day of _____, 2009.

Paul K Soojian, Superintendent
492883v1

Kelley Southwick, President EAL