

**AGREEMENT BETWEEN THE  
LEOMINSTER SCHOOL COMMITTEE  
AND THE  
LEOMINSTER EDUCATION ASSOCIATION**

**JULY 1, 2012 – JUNE 30, 2015**

Ratified by the School Committee on **June 18, 2012.**

Ratified by the Leominster Education Association on **June 19, 2012.**

Changes from the **2011-2012** Agreement appear in **bold print.**

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## AGREEMENT

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this contract is made by and between the SCHOOL COMMITTEE OF THE CITY OF LEOMINSTER (hereinafter sometimes referred to as the "COMMITTEE" and the LEOMINSTER EDUCATION ASSOCIATION (hereinafter referred to as the "ASSOCIATION").

### ARTICLE I RECOGNITION – UNIT A

- A. For the purposes of collective bargaining on questions of wages, hours and conditions of employment, the COMMITTEE recognizes the ASSOCIATION as the exclusive representative and bargaining agent of:

All regular day school teaching personnel employed by the Leominster School Committee who hold licenses or waivers under Chapter 71 and Chapter 74 of the Massachusetts General Laws and all other personnel who hold such licenses or waivers and who perform a school-related function such as librarians, guidance counselors, school psychologists, head teachers, **LCE teacher/advisors**, deans, grant coordinators, integration specialists, media specialists, nurses and social workers.

Included within the category of waiver of personnel shall be those for who an application for waiver has been filed and is still pending.

Excluded from the unit: Superintendent, assistant superintendents, day-to-day substitute teachers, administrative employees, and all other employees of the School Department.

Unless otherwise indicated, the employees in the above unit shall be hereinafter referred to as the "teachers" and reference to male teachers shall include female teachers.

- B. Except as specifically abridged, delegated, granted or modified by this Agreement or any supplements thereto, or by Chapter 150E, all of the rights, powers and authority held by the COMMITTEE prior to the effective date of said Agreement are retained by the COMMITTEE, and the exercise of said rights, powers and/or authority shall not be subject to arbitration.

### ARTICLE II GRIEVANCE PROCEDURE & ARBITRATION

#### Section 1

A grievance is a claim based on an event or condition which involves the interpretation, meaning or application of this Agreement or any amendment or supplement thereto.

#### Section 2

The time limits indicated hereunder will be considered maxima unless extended by mutual agreement in writing. Grievances submitted after June 15 will be processed as speedily as practicable, however, any grievance pending at the end of the school year will be held in abeyance at its then current level until the start of the following school year unless both parties are willing and able to meet.

### **Section 3**

- Informal** Teachers are encouraged, but not required, to discuss alleged violations with the appropriate immediate supervisor prior to filing a grievance at Level 1. Those informal discussions, if they occur, shall not serve to extend the time limits set forth for the formal levels.
- Time Limits** The chart below gives the time limits for filing, responding to, and moving grievances to the next level. All grievance appeals and responses must be in writing. All days referred to in the chart are school days, not calendar days. The day a grievance or response is received by the other party is considered day one for the purpose of determining timeliness for subsequent levels. Any agreement to extend time limits at a particular level applies to that level only.
- Level 1.** A teacher with a grievable issue will first discuss it with his/her principal or immediate supervisor, either directly or through the ASSOCIATION'S School Representative, within 22 days, with the objective of resolving the matter informally. All decisions at this level shall be in writing, within five working days after the meeting, by the principal involved to the grievant and to Superintendent of Schools, and shall be subject to his/her approval.
- Level 2** If the grievance is not settled at Level One, the aggrieved teacher or the ASSOCIATION may appeal to Level 2, to the Superintendent of Schools, within five days after receipt of the principal's level one answer, or after five working days if there is no answer, EXCEPT AT THE END OF THE SCHOOL YEAR. The Level Two (Superintendent's level) meeting shall take place within five working days after the level One response (or within 22 days if the grievance is initiated at Level Two), and the response will be issued in writing within five days after the meeting.
- Level 3.** If a contract grievance is not settled at Level 2, the aggrieved teacher or the ASSOCIATION may submit said grievance in writing to the COMMITTEE (to level 3) within five working days after receiving the Level Two response (or if no response is issued within five working days). The Level Three meeting will be held within five working days after the appeal to Level Three, and the response will be issued within five working days after the meeting. If a discipline grievance is not settled at Level 2, it may be referred to arbitration (to Level 4) as herein provided.
- Level 4.** If the grievance is not settled at Level Three the ASSOCIATION may refer the grievance to arbitration within ten working days after the School Committee response or after ten working days if there is no response, as hereinafter provided.

Grievance Time Limits

<b>Level</b>	<b>File Grievance</b>	<b>Meeting</b>	<b>Response Due</b>	<b>Move to Next Level</b>
<b>Informal Level</b>		(see Section 3 above)		Informal discussion does not extend time limit at Level 1
<b>Level 1</b> Principal or supervisor level	Within 22 days after the teacher involved or the LEA knew or should have known of the issue that gave rise to the grievance	With principal or immediate supervisor within 5 days	Principal or immediate supervisor responds within 5 days after meeting	Within 5 days of receiving principal's response, or if no response by the due date
<b>Level II</b> Superintendent level	Within 5 days after receiving Level I response, or within 22 days if grievance initiated at Level II	With Superintendent within 5 days	Superintendent responds within 5 days after meeting	Within 5 days after receiving superintendent's response, or if no response by due date
<b>Level III</b> School Committee level	Within 5 days after receiving Level II response	To School Committee Grievance Sub-Committee within 5 days	School Committee responds within 5 days after meeting	Within 10 days after receiving School Committee's response, or if no response by due date
<b>Level IV</b> Arbitration	Within 10 days after School Committee's response	Appeal to arbitration		

**Section 4**

Any grievance which alleges a violation by the COMMITTEE of one or more provisions of this Agreement and which has not been settled under the procedure herein set forth may be submitted by either party to the American Arbitration Association within the time prescribed. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

**Section 5**

The parties will confer with the arbitrator so selected. The arbitrator’s decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator will be submitted to the COMMITTEE and the ASSOCIATION and will be final and binding.

**Section 6**

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the COMMITTEE and the ASSOCIATION.

**Section 7**

Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or an officer of any teacher organization other than the ASSOCIATION. When a teacher is not represented by the ASSOCIATION, the ASSOCIATION will have the right to be present and to state its views at all stages of the grievance procedure.

**Section 8**

If, in the judgment of the ASSOCIATION, a grievance affects a group or class of teachers, the ASSOCIATION may submit such a grievance in writing to the Superintendent directly and the processing of such a grievance will be commenced at Level Two. The ASSOCIATION may process such a grievance through levels of the grievance procedure even though the aggrieved person does not wish to do so.

**Section 9**

Decisions rendered at Levels One, Two, and Three of the grievance procedure will be in writing setting forth the decision and reasons thereof and will be transmitted promptly to all parties in interest and to the Chairman of the ASSOCIATION. Decisions rendered at Level Four will be in accordance with the procedures set forth herein.

**Section 10**

All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants, unless the individual in question files a written request to the contrary.

**ARTICLE III**  
**TEACHING HOURS AND TEACHING LOAD**

- A. 1. **Work Day**

The starting and dismissal times **currently in effect** shall remain in effect during the life of this Agreement unless there is sufficient cause for a change and provided that nothing in this Article shall be construed to limit the right of the COMMITTEE to determine the length of the school day. However, in the event that the school day is lengthened, the COMMITTEE shall enter into impact bargaining with the ASSOCIATION to the extent required by law. The ASSOCIATION acknowledges that the time requirements specified in provision 2a. of this Section of Article III require teachers to be in their classroom and available for work at the times specified.

- 2a. Length of Work Day – The teacher workday for Pre-K to 5 shall be seven hours. The teacher workday for grades 6-12 shall be seven hours and fifteen minutes. The student day at the kindergarten level shall be no more than 6 hours and 30 minutes. The student day at the elementary and the middle school levels shall be no more than 6 hours and 30 minutes. The student day for LHS/CTE shall be no longer than 6 hours and 45 minutes.

The length of the work day of Special Classroom Teachers, such as Special Education, LD Specialists, Crisis Teacher, Speech Therapist, Resource Teacher, Teacher of the Hearing Impaired, Physical Education Teacher, Art Teacher and Music Teacher shall begin and end coincidentally with the work day of the classroom teachers in the schools to which they are assigned.

The following chart explains the work day of teachers.

	Student Day	Wrap Around	Total Teacher Day
LHS, CTE/i	6HRS 45MIN	30MIN	7HRS 15MIN
LCE Innovation	See Memorandum	Appendix 8	
SAM, SV	6HRS 30MIN	45MIN	7HRS 15MIN
FB, NW, JA, PR, BE, SE, LIN	6HRS 30MIN	30MIN	7HRS

Teachers will follow the schedule of the building to which they are assigned regardless of the grade they are teaching.

Other arrangements for before and after school may be made if the administration and the teacher agree.

- 2b. Recognizing the professional status of teachers and the sometimes unexpected and always changing demands of their roles as educators, teachers will, upon request of the principal, be available prior to or after the teacher day to address such demands, teacher consent not to be unreasonably withheld.
- 2c. The length of the workday for teachers in grades 9-12 shall be the same, however, the actual assignment may differ depending on scheduling.
3. Special teachers shall have no more duties assigned to them than regular teachers.

**B. Work Year**

The work year for teachers shall be no longer than 185 days. 180 of those days will be with the students and the other 5 days will be used for professional development and setting up classrooms. Except for new staff, the work year for teachers will not start any earlier than the Monday before Labor Day.

**No later than February 1 of each year, the LEA president shall be provided a draft of the tentative school calendar for consultation purposes (see Article XXV.G). The president will submit the Association’s input on that calendar to the superintendent of schools no later than March 1.**

In addition:

1. Up to three (3) of the five (5) days may be scheduled immediately preceding the opening day for students. At least one half (1/2) of one of these days will be used for classroom set up.

2. The limit on days of work shall not apply to new personnel who may be required to attend up to two orientation sessions, which may include one Saturday session of up to six hours. In addition, mentors and protégés will meet for six (6) sixty (60) minute sessions after school during the year plus four group mentoring sessions for protégés and/or mentors, scheduled by administration. New personnel who attend a Saturday session will be compensated at a rate of \$100. These additional sessions, if required by the Superintendent, are mandatory and individuals will only be excused for good reason at the superintendent's discretion.

3. To the extent possible, unless the Department of Education requires more school day(s), the days added to this contract will be used for professional development.

4. The schedule for the additional days and group mentoring sessions will be provided to each new teacher prior to the start of the school year.

C. **Meetings**

1. Teachers may be required to remain after the end of the regular workday, without additional compensation, to attend the following staff meetings:

a. Teachers may be required to attend up to twenty staff meetings (two per month except for August) per year. The duration of the meetings will be up to 60 minutes for **seven** of the meetings (including **two that are on early release days**, one meeting each in November and December, and both June meetings), and up to 90 minutes for the remaining **thirteen** meetings. An agenda will be distributed 24 hours in advance of the meeting. If the written agenda, including whole and sub-group activity, is accomplished prior to the end time, the teachers may leave.

b. State evaluation for school certification meetings are exceptions and they shall be set accordingly. Participants shall be paid at the professional development stipend rate unless they are run during the regularly scheduled meeting time.

2. Teachers may be required to attend two 4-hour meetings per year for the purpose of parent-teacher conferences. The first day shall consist of the standard half-day for students. Teachers shall return that day for conferences from 4:30-8:30. The second day shall consist of the standard half-day for students followed by an appropriate amount of time for the teachers to have lunch. The teachers will then have four consecutive hours of conferences, starting no later than 1:00 PM and ending no later than 5:00 PM.

Elementary, middle and secondary teachers may be required to attend one two-hour meeting per year for school open house purposes. Attendance at all other evening meetings shall be at the option of the individual teacher.

CTE staff members serving on the Advisory Committee will attend three additional meetings per year. These meetings will be in lieu of three of their regularly scheduled monthly meetings.

Kindergarten nurses will be required to attend the Kindergarten registration session at their pro-rated per diem rate. If additional nurses are required, the positions will be posted.

Should the State Department of Education eliminate the right of the COMMITTEE to count "early release days" toward the annual student day requirements, the parties agree to the formation of a Joint Study Committee consisting of equal representation of members appointed by the COMMITTEE and the ASSOCIATION for the purpose of making findings and recommendations for changes to the present evening meeting requirements specified in the above paragraph of this provision. Such recommendations will form the basis for successor contract negotiations.

Compensatory time may not be offered in lieu of salary.

3. Teachers shall designate at least one (1) day each week for the purpose of giving students extra help. Extra help may be offered before or after school at the discretion of the teacher. If a student cannot attend the teacher's scheduled help session, the teacher will refer the student to another teacher whose help session better coordinates with the student. Help sessions will run between 30-60 minutes depending on grade level and need.
4. Where teachers are required to attend meetings as set forth in this section C above, (as examples, for state evaluation for school certification meetings, school open hours purposes, or kindergarten registration activities), they will be given 24 hours notice except in cases of emergency. Teachers may require 24 hours of notice prior to meeting with a student's parent or guardian.

D. **Non Teaching/Supervisory Periods**

1. Teachers shall have a duty free lunch period. Said duty free lunch period shall be at least the length of the students' lunch period at the elementary, middle and the secondary levels. It is understood that nurses will have their duty free lunch interrupted only for emergencies.
2. Teachers shall, in addition to their lunch period, have preparation periods during which they shall not be assigned to any other duties. The teacher may, however, opt to use that time for meetings with students, parents or administration. The COMMITTEE will attempt in good faith, on a continuing basis, to identify and call and employ substitutes from a qualified pool of substitute specialists, subject only to the limits of the substitute budget. The COMMITTEE agrees to provide information on the balance of the substitute budget upon request by the President of the ASSOCIATION. The preparation periods are as follows:
  - a. ASSOCIATION members at LHS/CTE shall have at least one prep period each day.
  - b. ASSOCIATION members at the Early Childhood Centers (Priest St. School, Bennett School and the Samoset Pre-School, kindergartens housed at the elementary schools, **and all other elementary-assigned ASSOCIATION members**, shall have a minimum of forty minutes of prep time daily.

**Middle** school assigned ASSOCIATION members shall have a minimum of forty-five minutes **of preparation time daily**. In each case, minutes are consecutive and duty-free.

However, on those occasions when specialist teachers (Art, Music, Library, PE, Math), or appropriate substitutes are unavailable, or when other circumstances beyond the administrator's control, preclude the elementary or middle

classroom teacher from taking the preparation time, the preparation time will be dealt with as follows:

- (1) If scheduled preparation time is lost it will be rescheduled for teachers at all levels within thirty (30) days of notification to the principal of the lost preparation time. Lesson plans will be made available by teachers on the day the compensatory time is given.
- (2) If lost prep time cannot be rescheduled in thirty days, teachers will receive a \$25.00 payment for the lost preparation time. (Per prep period.)

During one day each full week **at the early childhood, elementary and middle school levels**, there will be a common planning time provided. Common planning time is time reserved for teachers to confer with each other over instructional matters of mutual concern.

- c. Released time for performance of duties relating to teacher morale and solutions of problems shall be provided for the President of the Leominster Education Association who shall have no assigned duties (i.e. homeroom, bus duty, cafeteria supervision, study hall, etc.).
- d. Presidents will be granted five (5) days annually, including the MTA annual meeting, which may be taken in half day increments, for the purpose of attending to Association business. Except for emergencies, a two day notice must be given to the building principal.

Additional time will be provided at the discretion of the Superintendent as the particular situation may demand.

#### E Secondary Assignments

1. High School teachers shall not be assigned more than **six (6)** periods per day, consisting of daily prep time as specified in Section D.2.a of this Article and not more than **five (5)** teaching periods, **fifty minutes of advisory time per week, and one** period that could include:
  - a. study hall monitoring, corridor monitoring or cafeteria duty; and
  - b. common planning time, study group, critical friends **or similar type of activity.****For the 2012-2013 school year, the advisory period may not be scheduled due to the space constraints imposed on the high school by the school renovation project.**
2. Secondary school teachers shall not be required to teach more than two (2) disciplines (e.g. Math/Science, English/Social Studies) nor more than a total of three (3) subjects and/or grade level preparations within said disciplines at any one time.
3. Middle School
  - a. In addition to the one preparation period daily of at least 45 minutes, Middle School teachers will be assigned to an X period of no more than 45 minutes twice weekly.

F. **Exceptions**

Exceptions to the provisions of D or E above may be made only if the Superintendent (or his/her designee) determines that it is necessary to do so in the best interests of the educational process. The ASSOCIATION President shall be notified in writing of each instance in which the Superintendent so determines. A disagreement over whether an exception is justified shall be subject to the grievance procedure and shall be instituted at Level Two thereof.

G. **Extra Curricular**

Attached hereto are schedules B and C which include the salary schedules of paid extra-curricular activities and are made a part hereof. Appointments to these positions shall be made annually. However, varsity coaches may be given a two-year contract after their first full year in this position. The COMMITTEE reserves the right to make appointments on a one-year basis. Prior to May 1 each school year any employee may make written application for appointment to one of these positions. All applications will be reviewed by the COMMITTEE before making its selection for the next school year. All extra-curricular participation by teachers shall be on a strictly voluntary basis and must receive the prior written approval of the principal of the school involved. (Please refer to Schedule B and C at end of document.)

**ARTICLE IV**  
**CLASS SIZE**

The COMMITTEE and the ASSOCIATION recognize that class size is an important factor in education and, subject to space availability and other good educational practices, will, whenever possible, limit class size to twenty-five (25) in academic subjects and the class size of all other subjects will be determined by the nature of the course and by available facilities. Exceptions may be made only if the Superintendent of Schools (or his/her designee) determines that it is necessary to do so in the best interests of the educational process. The ASSOCIATION shall be provided with a list of class sizes at the beginning of the school year as soon as it is available, in no case later than October 1.

Both the COMMITTEE and the ASSOCIATION recognize the need to frequently confer over possible solutions to the problems of class size, and to that end, the COMMITTEE agrees to teacher participation in the development of such solutions.

The parties agree to the formation of a Study Committee, consisting of equal representation of Committee and Association appointees, to meet at specific times following the opening of the new school year. This Committee will make findings and recommendations which will form the basis for successor contract discussions regarding the issue of Class Size.

**ARTICLE V**  
**NON TEACHING DUTIES**

The COMMITTEE and the ASSOCIATION acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to that end.

- A. When it becomes necessary to schedule bus duty, cafeteria duty or recess duty during those periods contiguous to lunch periods, such assignments shall not be made during time periods beyond the teacher's regular work day, as defined in Article III. When assigned to such duty during the regularly scheduled workday, as defined in Article III, such assignment shall be on a fair and equitable basis.

- B. In no case shall teachers be required to perform on-site supervision during the regularly scheduled morning and afternoon recess periods in the elementary schools.
- C. Beyond the provisions of A and B, teachers shall not be required to expend time and energy in other non-teaching assignments including, but not limited to, the following:
  - 1. Except for school nurses, health services, such as administering eye or ear examinations and weighing pupils.
  - 2. Collecting money from students for non-educational purposes. Although teachers may be required to collect and to transmit money to be used for educational purposes, they shall not be required to tabulate or to account for such money.
  - 3. With the exception of duplicating instructional materials, preparing report cards, or master grade lists, entering essential information into the cumulative records, entering student attendance, and/or information into the computer, teachers shall not be responsible for clerical functions.
- D. In order to ensure that teachers do not expend time and energy on those non-instructional functions, teacher duty-aides will be provided for the elementary and middle school levels.
- E. All achievement and intelligence tests which are machine scorable shall be so scored.
- F. Teachers shall not be required to drive pupils to activities which take place away from the school building. Teachers may do so voluntarily, however, with the advance approval of their principal or immediate supervisor.
- G. When teachers are absent, the administration will make every reasonable effort to secure a substitute. If a substitute is not available teachers may be reassigned from supervisory duties to cover a class. If it still becomes necessary to secure additional teachers for coverage, teachers with a preparation period may be asked.
- H. Teachers shall not be responsible for keeping registers.
- I. In future budgetary considerations, the COMMITTEE shall make a reasonable attempt to move toward a goal of providing teachers with an opportunity to devote their energies and time to instructional pursuits.

**ARTICLE VI**  
**TEACHER EMPLOYMENT**

- A. 1. Credit for previous employment: when a member of the unit applies for a vacancy, full credit will be given to all applicants for previous teaching experience. When no member of the unit applies, the Superintendent may, in his/her discretion, deem what the appropriate credit shall be for previous teaching experience.
  - 2. Additional credit, not to exceed two (2) years, for military experience may be given to an applicant who has spent one year or more in military service and has received an honorable discharge. The same consideration shall be given for Peace Corps work. In addition, Speech Pathologists may get additional credit, not to exceed two years if they hold a certificate of Clinical Competence.
- B. Teachers will be placed upon hire on the appropriate degree column of the salary scale commensurate with their educational background.
- C. Counselors or School Psychologists who are newly hired will work the same number of hours as those currently holding similar positions but may be required to work a flexible schedule. Flexible scheduling will be used based on need. Volunteers for flexible scheduling will be taken from existing counselors and school psychologists before offering it to new hires.

**ARTICLE VII**  
**TEACHER ASSIGNMENT**

- A. Teachers may assume that they are returning to the same assignment unless **otherwise** notified by June 15<sup>th</sup>. When changes become necessary after the last day of school, teachers affected will be notified within a reasonable time.
- B. In order to ensure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates and/or their major or minor fields of study.
- C. To the extent possible, changes in grade assignments in the elementary schools, middle schools, and in subject assignments at LHS/CTE, will be voluntary.
- D. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such teachers shall be notified of any changes in their schedules as soon as practicable.
- E. Teacher assignments shall be made without regard to race, creed, color, religion, nationality, sex, sexual orientation or marital status.

**ARTICLE VIII**  
**REDUCTIONS IN FORCE**

- A. General Procedures
  - 1. If, for any reason, the Committee deems it necessary to reduce staff in accordance with a decline in enrollment, reorganization, budget limitations, or as other circumstances may warrant, the following procedures will be followed:
    - a. In the event a reduction in the number of professional status teachers is deemed warranted by the Committee and such reduction cannot be effected through the normal attrition process, the provisions in this Article will be applied to determine which professional status teachers are to be laid off.
    - b. In the event of a reduction in force, the rights of teachers not on professional status will be limited to those provided by statute unless specifically and expressly provided by this Article.
  - 2. Professional status teachers will be laid off according to the procedure below:
    - a. The least senior teacher in the affected discipline will be laid off first.
    - b. Additional layoffs within the same discipline will be in inverse order of seniority.
    - c. Exceptions to the above may be made when it can be demonstrated that the performance of a senior teacher in the affected discipline is less than satisfactory and/or that the junior teacher must be retained to preserve an existing program.
    - d. Once it is determined by the Committee to reduce a full-time position to a part-time position, a job description will be posted and volunteers will be sought to transfer into the part-time position.
      - (1) If no qualified volunteer is transferred to the newly created part-time position, the Reduction-In-Force procedure outlined in this section will be implemented.
      - (2) A teacher so reduced to part-time status will retain all professional status and seniority rights and will continue to earn seniority in accordance with this Article.

3. For the purpose of this Article, the discipline is defined as the current License held under which the teacher is currently working. License categories are defined by the Department of Education.
4. Seniority
  - a. Seniority in discipline will mean **the** length of continuous service working under the appropriate license (normally beginning three years prior to earning Professional Teacher Status) in this unit, in the Leominster Public Schools. Such service will be computed in years, months and days. Service is deemed to start on the first day professional duties are performed in the Leominster Public Schools. A teacher is listed on the seniority list of the discipline in which he or she is currently teaching a majority of the time if it becomes necessary to reduce the force of professional status teachers in a particular discipline.
  - b. A professional status teacher who is to be laid off in a particular discipline and who is licensed in another discipline will be placed in the second discipline for the purpose of determining if he or she or another teacher from the discipline is to be laid off.
  - c. Teachers bumping into another area can only bump into the area where the least senior remaining professional status teacher is located. There is no choice of area.
  - d. Elementary Title I teachers are considered the same as elementary teachers for RIF'ing purposes. Secondary Title I teachers (math and reading) are considered part of their respective departments.
  - e. An unpaid leave of absence approved by the Committee for a teacher will not be deemed to constitute a break in service; however, time spent in such status will not be included in the computations of the total length of service if it exceeds twenty (20) school days in any school year.

B. Seniority List

A list specifying the seniority of each employee shall be prepared by the Superintendent, and twelve copies will be forwarded to the President of the Association by October 15. If no challenge to the list is made by the Association within thirty (30) calendar days of receipt of the list, the list will stand as written. Final copies will be sent to each school.

C. Notification

Employees to be dismissed under the provision of this Article will be notified of such in writing no later than June 15<sup>th</sup> of the school year preceding the school year in which the reduction is to be effective.

D. Recall

1. A professional status teacher laid off under this Article shall have recall rights for a two (2) year period commencing on July 1<sup>st</sup> following the last school year he or she taught before being laid off. During the recall period, the laid off employee will have preference for any vacancy or new position for which he or she is eligible in accordance with the experience criteria established in paragraph A.4 above.
  - a. A laid off employee will be given priority on the substitute list during said recall period if the teacher has so requested in writing to the Superintendent.
2. A teacher to be recalled shall be so notified at the last address on file with the Superintendent by registered or certified mail and a copy of such notice will be forwarded to the President of the Association. If the teacher fails to respond affirmatively to the recall within two weeks of the date of mailing of the notice, the teacher will forfeit all recall rights under this Article.

3. A teacher recalled under this Article will be given full credit for prior service in the Leominster School System where length of service in the discipline is being computed. However, time spent awaiting recall while not employed by the Committee will not be included in the computation. Placement on the salary schedule shall be done in a manner consistent with the conditions of the previous sentence. Sick leave benefits and professional status to which an employee was entitled at the time of layoff will be restored in full upon recall.
4. During the first year of the recall period, teachers will be entitled to retain membership in group life and medical insurance plans of the City of Leominster provided that the teacher pays 100% of the premium cost (no part of the premiums to be paid by the Committee or the City of Leominster) and providing that the applicable carrier allows such inclusion. If the teacher forfeits recall rights as specified in Section D.2 of this Article, then the insurance coverage under this paragraph is also forfeited.
5. In recognition of the fact that a layoff is treated as an involuntary leave of absence without pay with recall rights under this Article, a teacher who accepts such leave in lieu of dismissal agrees, in writing, not to exercise any present rights that they may have pursuant to Massachusetts General Laws, Chapter 71, Section 42.
6. During the two year recall period, no transfers will be allowed as long as there are RIF'd professional status teachers in the area where the vacancy exists. Transfers will be allowed if the RIF'd list of teachers in that area has been exhausted.
7. Any Leominster administrator who has previously taught in the Leominster School System is eligible to transfer into a vacant teaching position for which he or she is licensed. The administrator may not bump a teacher with Professional Teacher Status. For purposes of seniority, only years served in the teachers' unit will be credited. Longevity, however, will be based on all years of service in the Leominster School System. This provision does not apply to any administrator who is terminated.

**ARTICLE IX**  
**VOLUNTARY TRANSFERS AND PROMOTIONS**

- A. The following procedures and criteria shall be followed when promoting or voluntarily transferring a teacher in the Leominster School System:
1. By May 15 all known openings for following school year postings covered by the Agreement and administrative vacancies shall be given to the Association President and posted on the District web site and in the Superintendent's Office.
  2. Whenever any vacancy in a professional position occurs during the school year (September to June), it shall be adequately publicized by the Superintendent by means of a notice placed on the District web site as far in advance of the appointment as possible. In addition, a copy of all vacancy notices will be given to the Association President.

Notice shall be placed on the web site for at least fourteen (14) calendar days prior to the consideration of applications.

During July and August, if a teacher desires individual notice, he/she may leave a stamped, self-addressed envelope with the Superintendent.

In both situations, the qualifications for the position, its duties, and the rate of compensation shall be clearly set forth.

No change in qualifications shall be made during the posting period. No vacancies shall be filled within fourteen (14) calendar days from the date the notice is posted on the website.

Applications will be accepted from members of the Bargaining Unit during the posting period.

Whenever possible, appointments shall be made and the appointee informed within 30 calendar days following the closing of the posting period.

Candidates for administrative positions will be notified as soon as the successful candidate has been selected.

3. A candidate for a position must first be qualified in terms of his/her license, and professional training and work experience.
  4. Where all of the above factors are substantially equal, preference shall be given on the basis of quality of past teaching performance and length of service in Leominster. However, priority of transfers will be given to those teachers in the following order:
    - a. Those required to seek involuntary transfers as a result of being displaced.
    - b. Those who are on recall.  
Nothing in this article will diminish the rights granted to principals under MGL Chapter 71, Section 59B.
- B. Teachers desiring a transfer shall submit a written request to the Superintendent stating the assignment preferred. Such requests must be submitted between September 1 and April 15 of a school year to be considered for the next school year. Requests must be renewed each year. All requests shall be acknowledged in writing. Voluntary transfer requests may be revoked up until the transfer is approved by the superintendent and announced.
- B. When determining whether or not to grant a request of a non-professional teacher for a voluntary transfer to a different building, the Superintendent, in his/her discretion, may deny such a transfer in order to assure consistency in the teacher's evaluations. A denial for this reason shall not prejudice future requests for such transfers.
- D. Appointments shall be made without regard to race, creed, color, religion, nationality, sex, sexual orientation or marital status.

#### **ARTICLE X** **INVOLUNTARY TRANSFERS**

Although the COMMITTEE and the ASSOCIATION recognize that some transfer of teachers from one school to another is unavoidable, they also recognize that frequent transfer of teachers is disruptive of the educational process and interferes with optimum teacher performance.

Therefore, they agree as follows:

- A. When a reduction in the number of teachers in a school is necessary, volunteers shall be transferred first.
- B. When transfers are necessary, the COMMITTEE shall make its determination as to which teacher is to be transferred by consideration of the following criteria in the order specified:

First: The teacher's license.

Second: Quality of teaching performance.

Third: If the first and second criteria are substantially equal, the person with the least seniority will be transferred. Teachers being involuntarily transferred shall be transferred only to comparable positions.

An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent (or his/her designee), at which time the teacher shall be notified of the reasons for the transfer.

- C. Written notice of transfer shall be given to teachers as soon as practicable and, under normal circumstances, not later than June 1.
- D. Before a teacher is assigned or transferred to a particular school, the principal of the school in question shall be consulted regarding said assignment or transfer.
- E. Exceptions to the provisions of Section B above may be made only if the Superintendent of Schools determines that it is necessary to do so in the best interest of the teacher and/or school(s) affected. The ASSOCIATION president shall be notified in writing of every instance in which the Superintendent so determines. A disagreement over whether an exception is justified shall be subject to the grievance procedure and shall be initiated a Level II thereof.

#### **ARTICLE XI**

#### **POSITIONS IN SUMMER SCHOOL AND EVENING SCHOOL**

- A. All openings for summer school and evening school positions under Federal programs shall be adequately publicized by the Superintendent by means of a notice on the District web site as early as possible, and teachers who have applied for such positions shall be notified of the action taken regarding their applications as early as possible. Under normal circumstances, summer school and evening school openings shall be publicized not later than the preceding March 1 and June 1 respectively, and teachers shall be notified of the action taken not later than May 1 and September 1 respectively.
- B. Positions in the Leominster summer school and evening school will, to the extent possible, be filled first by regularly appointed teachers in the Leominster School System.
- C. In filling such positions, the procedure outlined in Article IX, Section A. 1, 2, 3, and 4 shall be followed. For summer or evening school positions, previous summer or evening school experience shall be considered for those in the aforementioned article.

**ARTICLE XII**  
**TEACHER EVALUATION**

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with the full knowledge of the teacher. The use of eavesdropping, public address or audio systems, and similar surveillance devices shall be strictly prohibited. Teachers shall be given a copy of any evaluation reports prepared by their superiors and shall have the right to discuss such reports with their superiors. Teachers must sign all evaluation reports, as an indication that they have read them, not that they agree with them. Copies shall be given immediately upon signing.
- B.1. Teachers shall have the right, upon request, to review the contents of their personnel file. A teacher shall be entitled to have a representative of the ASSOCIATION accompany him/her during such review.
- B.2. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
- C. Any complaint regarding a teacher made to any member of the administration by any parent, student or other person, which is considered to be credible and serious, shall be promptly called to the attention of the teacher.
- D. The ASSOCIATION recognizes the authority and responsibility of the principal for disciplining or reprimanding a teacher for delinquency of professional performance. If a teacher is to be disciplined or reprimanded by a member of the administration above the level of the principal, however, he/she shall be entitled to have a representative of the ASSOCIATION present.
- E. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.
- F. At the request of either party, a joint COMMITTEE-ASSOCIATION subcommittee (consisting of three (3) members appointed by the COMMITTEE and three (3) members appointed by the ASSOCIATION) shall convene to consider means of improving the procedure of the evaluation of teachers. The report of said subcommittee shall be presented to the COMMITTEE and the ASSOCIATION for impact bargaining consideration.
- G. The Performance Standards and Evaluation Procedures for members of the bargaining unit are hereby incorporated by reference in this Agreement.

*Please refer to Appendix 1, 2 and 3 on pages 39, 42 and 45.*

**ARTICLE XIII**  
**TEACHER FACILITIES**

- A. Whenever practical and possible each school shall have the following facilities:
  - 1. Space in each classroom in which teachers may safely store instructional materials and supplies.
  - 2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.

3. An appropriately furnished room to be reserved for the exclusive use of the professional staff as a faculty lounge. Said room shall be in addition to the aforementioned teacher work area.
  4. A serviceable desk and chair for the teacher in each classroom.
  5. A communication system so that teachers can communicate with the main building office from their classes.
  6. A well-lighted and clean male teacher restroom and a well-lighted and clean female teacher restroom.
  7. A separate, private dining area for the exclusive use of the professional staff.
  8. The COMMITTEE will attempt to provide a safe and healthy work environment.
- B. An adequate portion of the parking lot at each school shall be reserved for teacher parking. The COMMITTEE will not be required to provide parking facilities where none presently exists.
- C. The ASSOCIATION shall be entitled, upon request, to a copy of the results of all air quality testing performed in any area of a school building.

**ARTICLE XIV**  
**USE OF SCHOOL FACILITES**

- A. 1. The ASSOCIATION shall have the right to use school buildings without rental fee at reasonable times for meetings. The principal of the building in question shall be notified in advance of the time of all such meetings.
2. The ASSOCIATION shall have the right to use the athletic facilities and equipment of the schools without cost one (1) evening each week. The schedule and other related matters shall be arranged in advance with the Superintendent of Schools.
- B. There shall be one (1) bulletin board in each school building, which shall be placed in the faculty lounge, for the purpose of displaying notices, circulars, and other ASSOCIATION material. Copies of all such material shall be given to the building principal but his/her advance approval shall not be required.
- C. No teacher shall be prevented from wearing pins or other identification of membership in the ASSOCIATION or any other teacher organization.

**ARTICLE XV**  
**SICK LEAVE, PERSONAL**  
**AND BEREAVEMENT DAYS**

- A. Sick Leave
- While both parties agree that regular teacher attendance is essential to the educational success of students, they also acknowledge that illness occurs. Sick leave may be used in the following cases:
- Personal illness or injury that renders the teacher incapacitated to such an extent as to be unable to perform the duties of his or her position.
  - For the purpose of undergoing medical or dental examination or treatment that cannot be scheduled outside of the teacher's work hours.
  - **For attendance to immediate family or other relatives living in the immediate household of the employee, whose illness or injury requires care by said employee. Immediate family, for purposes of this section, is defined as spouse, child, parent or domestic partner.**

1. Number of Days
  - a. Teachers shall be entitled to twelve sick leave days each school year. Such sick leave will be earned at the rate of one day for each fifteen days worked (to a maximum of twelve). Teachers with professional status will be entitled to the twelve days of sick leave as of the first official day of the school year, whether or not they report for duty on that day, provided that such teacher reports for duty at some time during the school year.
  - b. Teachers hired before June 30, 2002 will be exempt from the above paragraph, and instead their sick leave shall be calculated as follows: Those teachers shall be entitled to fifteen (15) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day, provided that said teacher reports for duty at some time during the school year.
2. Sick leave days may be accumulated from year to year up to a maximum limit of one hundred ninety (190) days. In cases of merit, the COMMITTEE may allow sick leave beyond the normal limit.
3. After five (5) cumulative days of absence, the COMMITTEE shall have the right to require a doctor's certificate as proof of illness. The COMMITTEE may, in such cases, require a certificate from a physician approved by the COMMITTEE and at the expense of the COMMITTEE.
4. By November 1 of each year, the Superintendent of Schools will notify each teacher individually of the number of unused sick days which the teacher has remaining.

B. Personal and Emergency Days

In addition to the provisions of Section A above, all members of the bargaining unit are entitled to two (2) Personal Days as follows:

1. Personal Days without reason:
  - a. Teachers will be entitled to two days of absence with pay each year for the purpose of transaction of personal business that cannot be handled in any other way and/or in case of emergency. Such days of personal leave are not vacation/recreation days. Personal days may not be taken the day before or the day after a school holiday or vacation, except in an emergency or other extenuating circumstances and then must be approved by the superintendent. Written application for personal leave will be made to the principal at least 48 hours before taking such leave (except in the case of emergencies) and the applicant for such leave will not be required to state the reason for taking such leave other than that he/she is taking it under this section.
  - b. It is understood that each building has a quota system for the use of Personal Days. Use of these days by guidance counselors and school psychologists shall not be counted by the quota system. It is as follows: CTE-1 per day; LHS-4 per day; FB, JA, NW, SAM, SV and SE-3 per day; Bennett and Priest-1 per day. An appeal may be made to the superintendent if a personal day request would exceed the daily quota. A reason for the request must be given in order to appeal.
2. A teacher who has exhausted his or her personal leave may appeal to the Superintendent for additional paid leave if extenuating circumstances exist. At the superintendent's discretion, additional leave, if granted, may or may not be charged to the individual's sick leave accumulation. The superintendent's decision is final and not subject to the grievance procedure.

3. All teachers will be notified of the status of their request within 48 hours of the request or at the very least, prior to the date of the requested leave

C. Bereavement Days

1. Five (5) days bereavement at any one time for spouse, parent, domestic partner, and children and three (3) days for grandchild, sibling, or persons residing in the household, and two (2) days for grandparents.
2. One (1) day bereavement for other relatives.
3. In-laws, step-children, step-parents, etc. will be treated as birth relatives.
4. One (1) bereavement or part thereof, which shall be deducted from sick day leave, to attend the funeral of/for a friend.
5. Additional bereavement days may be granted at the discretion of the Superintendent.

C. Religious Leave

Bargaining unit members may be granted up to two (2) days each year to observe recognized religious holidays of the faith to which such members belong when such holiday falls upon such a day when school is in session. The Superintendent of Schools shall be final arbiter of what is a recognized major religious holiday. Notice to the Principal or Superintendent must be given fourteen (14) days in advance of the holiday where practicable. In no case will the absence be approved with less than three (3) days notice. Approved absence for such religious holidays shall be deducted from sick leave.

**ARTICLE XVI**  
**TEMPORARY LEAVES OF ABSENCE**

A. Teachers shall be entitled to the following temporary leaves of absence with pay each school year:

1. A reasonable number of ASSOCIATION representatives to attend Massachusetts Teachers Association and/or National Education Association conferences and conventions.
2.
  - a. Time necessary for appearance in any legal proceedings connected with the teacher's employment or with the school system.
  - b. Days needed for jury duty.
  - c. Time necessary in response to summons where the teacher is required as a material witness in a matter **in which he or she** has no personal interest.
3. Persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is out of session. Teachers shall be paid the difference between their regular pay and the pay which they receive from the State or Federal Government.

B. Teachers may be granted days for the purpose of visiting other schools or attending meetings or conferences of an educational nature. The granting of such days shall be at the discretion of the Superintendent of Schools.

C. Leaves taken pursuant to Section A and B above shall be in addition to any sick leave to which the teacher is entitled. No teacher shall be required to arrange for his/her own substitute.

**ARTICLE XVII**  
**EXTENDED LEAVES OF ABSENCE**

**A. Leominster Education Association Activities**

The COMMITTEE agrees that up to three (3) teachers designated by the ASSOCIATION shall, upon request, be granted a leave of absence for up to two (2) years without pay for the purpose of engaging in ASSOCIATION (local, state, or national) activities other than regular positions of employment. Upon return from such leave, a teacher shall be considered as if he/she was actively employed by the COMMITTEE during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.

**B. Peace Corps Service**

A leave of absence without pay for up to two (2) years shall be granted to any teacher who joins the Peace Corps and up to one (1) year for any teacher who serves as an exchange teacher and is a full time participant in either of such programs. Upon return from such leave, a teacher shall be considered as if he/she were actively employed by the COMMITTEE during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.

**C. Military Leave**

Military Leave shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence in accordance with existing law.

**D. Maternity (Child Bearing) and Child Rearing Leave.**

The COMMITTEE shall grant to any pregnant teacher an extended leave of absence for the purpose of child bearing and/or child rearing as follows:

1. Maternity Leave

- a. For forty (40) school days of maternity leave a pregnant teacher must provide at least two weeks notice of the anticipated date of departure and the date of return. For the purpose of providing educational continuity earlier notice is encouraged.
- b. Child bearing leave shall commence at the onset of the teacher's pregnancy-related disability and shall last for the period of her disability. Disability shall mean the inability of the teacher to substantially perform the duties of her job at the time of notification to the Superintendent, and such disability shall be substantiated by the teacher's physician.
- c. Child bearing leave shall be compensated as sick leave in accordance with ARTICLE XV above, except that the duration of the sick leave use (or unpaid time) shall be eight calendar weeks. That eight-week period, whether paid as sick time or unpaid, shall be extended by one additional work day for each holiday, vacation day or snow day that occurs during the absence, except during the summer vacation period when the eight weeks will continue to run. Additional time over the eight week (forty work day) period described herein will be unpaid unless a doctor determines that the woman is still disabled. In that instance available sick leave may be applied.

2. Child Rearing Leave
  - a. A teacher may elect to take a child rearing leave which commences prior to her period of disability, and such child rearing leave shall be defined as the period beginning with said commencement date and ending when the teacher returns to school. This period shall not, in any event, be granted for a period which exceeds the beginning of the school year following the child's first birthday.
  - b. A teacher may elect to take a child rearing leave following her period of disability, and the same shall be granted for a period not to exceed the beginning of the school year following the child's first birthday.
  - c. A male teacher may elect to take child rearing leave, commencing with the date of the birth of the child and ending no later than the beginning of the school year following the child's first birthday.
  - d. A teacher (male or female) may elect to take adoptive parental leave for the purpose of child rearing and such leave shall be granted for a period of up to one (1) full school year. Said leave shall be limited, under ordinary circumstances, to an adoptive parent of a child prior to the child's entering grade one. Only one (1) Bargaining Unit member of a family may utilize the provisions of the adoptive leave per adoption.
  - e. Child bearing leave shall not affect the teacher's right to receive vacation time, sick leave, length of service credits and other benefits provided by the contract. However, a child rearing leave shall be without pay and the teacher shall be entitled only to those rights enumerated in the following provisions of this article and the period of child rearing leave shall not be included in the computation of any benefits otherwise provided by the Agreement, nor shall the COMMITTEE be required to make any of the payments otherwise required for teachers of pay status.
  - f. At the discretion of the superintendent, up to seven (7) paid days may be approved if the adoption process requires travel abroad to process/complete the adoption.
  
3. Return from Child Bearing/Rearing Leaves
  - a. A teacher who complies with these provisions and who returns from a leave hereunder shall be reinstated to his/her previous position, if it is in existence. If it is not, then he/she shall be placed in a comparable position for which he/she is qualified.
  - b. Subject to the provisions of the preceding paragraph, return from a leave hereunder shall be on the first day of either the first or the third marking periods, after exhaustion of a twelve-week FMLA-protected absence if the teacher is eligible, or at another date requested by the teacher upon approval of the building principal and Superintendent.
  - c. If a teacher desires to return to work other than on either the first day of the first or third marking periods, he/she shall so notify the Superintendent in writing, and then he/she shall be assigned to the first possible vacancy for which he/she is qualified. By returning to work as described in this paragraph, the teacher waives his/her guarantees in paragraph #6.
  - d. Teachers taking an unpaid leave of absence under these circumstances shall be credited with a full year's service for the purposes of incremental movement, if they teach 50% or more of any school year during which time a leave occurs.

- e. The parties understand and agree that a year or partial year in which a teacher takes a maternity absence will normally not count toward attaining professional teacher status unless the time of unpaid leave in any school year is fifteen (15) days or less.

**E. Care of Sick Family Member**

A leave of absence without pay of up to one (1) year or any increment thereof, may be granted for the purpose of the caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the COMMITTEE.

**F. Public Office**

The COMMITTEE shall grant a leave of absence without pay or increment to any teacher to campaign for, or serve in a public office, not to exceed four (4) years.

**G. Health Reasons**

1. A teacher may be granted a leave of absence without pay for up to one (1) year for health reasons. Requests for such leave shall be supported by appropriate medical evidence. The person shall not be employed in any other full time position.
2. Any teacher whose personal illness extends beyond the period compensated shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness.

**H. Other Leaves and Leave Provisions**

1. Other leaves of absence without pay may be granted by the COMMITTEE.
2. All benefits to which a teacher was entitled at the time his/her sick leave commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return, and he/she shall be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position, subject to the provisions of Paragraph D.
3. All requests for extensions or renewals of leaves of absence shall be applied for and granted in writing.
4. A Bargaining Unit member who accepts a promotional position within the Leominster School System (a position which is outside the Bargaining Unit) shall be granted an unpaid leave of absence for up to one (1) full school year.
5. A teacher who is on a year-long or longer leave of absence under sections D, E, G or H will notify the Superintendent by May 15th of his or her intention to return the following year.
6. Teachers will not be granted consecutive leaves of absence taken under sections D, E, G or H.

**ARTICLE XVIII**  
**SABBATICAL LEAVES**

A. The School Committee, at its discretion, may grant sabbatical leaves to members of the teaching staff using the following order of priorities in granting such leaves:

1. For graduate study at an accredited institution or professional training school for self-improvement or improvement of curriculum directly related to the teacher's present assignment.

2. Graduate study at an accredited institution or professional training school for the improvement of the curriculum or self-improvement related to the overall needs of the school system.
  3. Travel in which the experience will have direct influence upon the instruction of students.
  4. Travel in which the experience will have a direct influence upon the stated needs of the school system.
  5. Study at an accredited institution or professional training school for degree or other formal program requirements which are only mildly related to classroom instruction.
  6. Travel which is only mildly related to either institution or the needs of the school system.
- B. Sabbatical leaves are subject to the following conditions:
1. No more than three (3) members of the bargaining unit shall be granted sabbatical leave at any one time.
  2. Requests for sabbatical leave must be received by the Superintendent of Schools in writing in such form as may be required by the Superintendent of Schools no later than December 31 and action must be taken on all such requests no later than April 1 of the year preceding the school year for which the sabbatical leave is requested.
  3. The teacher has completed at least five (5) consecutive full school years of service in the Leominster School System.
  4. Teachers on sabbatical leave shall be paid full salary for a half year or half salary for a full year.
  5. The teacher shall agree to return to employment in the Leominster School System for one (1) full year in the event of a semester's leave or two (2) full years in the event of a full year's leave.
  6. If an active employee is entitled to receive salary during a calendar month, his/her insurance benefits will be kept in force. If an employee is not entitled to receive salary for a calendar month, he/she shall be deemed to have been granted a leave of absence without pay, and he/she shall make payment for the entire cost of his/her insurance to the governmental unit and there shall be no contribution by the governmental unit for each employee's insurance (See Chapter 32B, Section 7A- State Law.)

**ARTICLE XIX**  
**PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

It is agreed that, upon the recommendation of the District Professional Development Committee, there shall be at least three (3) days during the school year for in-service programs in the district. Said in-service programs shall be cooperatively planned by staff and administration and reviewed by the District Professional Development Committee.

The COMMITTEE shall pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by teachers who attend workshops, seminars, conferences, or other professional improvement sessions at the request and/or with the advance approval of the Superintendent. Such approval will not be unreasonably withheld.

It is expected in the usual course (not including grant programs) that the COMMITTEE will process and pay properly submitted reimbursement requests within two (2) COMMITTEE meetings following the request being presented. The submission requirements shall be as set forth in a reasonable process published by the Superintendent.

A minimum of three teachers and three administrators from PreK-5, 6-8, and 9-12 will form a Professional Development Committee to meet a minimum of twice yearly with the Superintendent's designee to develop, support and evaluate the district's professional development plan. Goals of the professional development plan will address members' licensing and re-licensing, the district's improvement plan and the school improvement plan.

A pool of money, capped at \$22,500 will be established for the purpose of compensating teachers for the cost of taking graduate courses necessary for their professional development plans. A committee named by the Superintendent and the LEA shall promulgate guidelines for the equitable use of this money.

*Please refer to Appendix 7 - page 52.*

**ARTICLE XX**  
**PROTECTION**

- A. Teachers shall immediately report all cases of assault suffered by them in connection with their employment to the building principal, followed by a written report of the incident to the Superintendent of Schools.
- B. If criminal or civil proceedings are brought against a teacher alleging that he/she committed an assault in connection with his/her employment, the COMMITTEE may furnish legal counsel to defend him/her in such proceedings if he/she requests such assistance.
- C. The COMMITTEE agrees to supply prescription safety glasses and non-prescription safety glasses where the circumstances warrant their use. Teachers requiring prescription glasses will be reimbursed up to \$125 every other year with proof of payment.
- D. So long as not violative of law nor the privacy of others, nor laws that compel the protection of legally required confidentially or the non-disclosure of records, teachers shall be made aware of any known likelihood of assault upon a teacher.

The Superintendent shall publish a procedure which will instruct and enable staff members to bring pertinent records or other information concerning potentially violent student behavior to the Superintendent, and which will provide for a case-by-case assessment by the Superintendent as to further monitoring and notice to other staff members. Said procedures shall be referenced in the teacher handbook.

**ARTICLE XXI**  
**PERSONAL INJURY BENEFITS**

- A. A teacher who is absent from school due to an established work related claim under General Laws Chapter 152 may supplement any worker compensation benefits with unused sick leave benefits (not including sick leave bank benefits) and in any event only in an amount necessary to maintain the salary level at the time of the initial claim.

PROVIDED: Any affected teacher with less than 100 days of sick leave (on the date of beginning of disability only) shall be entitled to apply to the Sick Leave Bank for the difference between his/her actual sick leave accumulation and 100 days of sick leave.

Without otherwise intending to modify the express terms of the new contractual language set forth in Article XXI, the parties nevertheless agree:

- B. The COMMITTEE shall reimburse teachers for any clothing or other personal property damaged or destroyed in the course of their employment due to a teacher-student interaction.

**ARTICLE XXII**  
**INSURANCE, ANNUITY PLAN, AND RETIREMENT**

A. **Insurance**

The COMMITTEE shall pay seventy-five percent (75%) of the cost of all insurance products described below.

1. A \$5,000 term life insurance plan of the type presently available to teachers.
2. a. Each employee will be covered under the provisions of the Massachusetts Blue Cross-Blue Shield Major Medical Plan. Bargaining members wishing to retain the Blue Cross-Blue Shield Master Health Plus Plan may continue to do so by paying the coverage difference between the Major Medical Plan and the Master Health Plan as long as this is permitted by the plan administrator.
- b. For those employees electing to include dependent children coverage, the COMMITTEE agrees to permit such coverage to extend to the age limit allowed by such plans at no cost to the COMMITTEE.

B. **Annuity**

Teachers shall be eligible to participate in a “tax sheltered” annuity plan established pursuant to United States Public Law #87-307.

- C. Teachers shall notify the Superintendent in writing of their resignations at least thirty (30) calendar days prior to the effective date of their resignations. July 28<sup>th</sup> will be the last date to submit resignations prior to the opening of school. These provisions may be waived at the discretion of the superintendent.

- D. Teachers who notify the superintendent by Nov. 1 of their intent to retire effective June 30 of the following calendar year (same school year) will receive a \$400 bonus, payable with their final paycheck, for making the early retirement announcement.

**ARTICLE XXIII**  
**DEDUCTIONS**

- A. The COMMITTEE agrees to deduct, from the salaries of its employees, dues for the Leominster Education Association, the Massachusetts Teachers Association, and the National Education Association, or any more of such Associations as said teachers individually and voluntarily authorize the COMMITTEE to deduct, and to transmit the monies promptly to such Association or Associations. Teacher’s authorization shall be in writing.
- B. The COMMITTEE agrees to deduct from teachers’ salaries money for NEA and/or MTA services and programs as said teachers individually and voluntarily authorize the COMMITTEE to deduct and to transmit the monies promptly to such Association or Associations. The procedures

governing notification to the COMMITTEE, the frequency and manner of deduction, revocation of authorization, and the like will be similar to those set forth in Section A regarding dues deduction, to the extent that those procedures are appropriate. It is expressly understood that any deduction which a teacher may authorize the COMMITTEE to make from his/her earnings shall be deducted in equal installments from each paycheck received by said teacher during the year.

- C. All teachers, as a condition of continued employment, shall either:
  - 1. Pay to the ASSOCIATION or sign and deliver to the COMMITTEE an authorization to deduct an amount equivalent to ASSOCIATION membership dues (including MTA and NEA) after thirty (30) days of the commencement of employment, such authorization to continue in force from year to year unless revoked in writing between June 1 and September 1 of a given year, OR
  - 2. Cause to be paid to the ASSOCIATION an Agency Service Fee in the amount equal to allowable expenditures of the Leominster Education Association/MTA/NEA as determined by current regulations of the Massachusetts Labor Relations Commission. Such fee to be paid on or after the thirtieth (30<sup>th</sup>) day following the beginning of their employment or thirty (30) days following the date of execution of this agreement.
  - 3. In the event that neither action described in 1 and 2 above shall have been made, and upon receiving a signed statement to this effect from the President of the ASSOCIATION, the COMMITTEE shall immediately notify the teacher failing to comply with the contribution as outlined in #2 above that he/she must make said contribution or be subject to termination of employment.
- D. Before any member of the Bargaining Unit receives his/her final settlement for services performed during a given school year or portion of a given school year, the outstanding balance of payroll deduction monies due the ASSOCIATION – as determined by the total monies authorized to be deducted – shall be deducted and transmitted to the ASSOCIATION.

**ARTICLE XXIV**  
**CONDITIONS RELATING TO SALARY**

- A. The COMMITTEE shall reimburse teacher for tuition for successfully completed courses that the central administration requires them to take.
- B. Credit on the salary schedule for additional training shall be given for successful completion of educational courses, provided such courses are related to the teacher's school assignment and advance approval is given by the Superintendent.
- C. In lieu of courses, credit for increments on the salary schedule may be given for other experiences (publications, travel, curriculum revisions, workshops, work experiences, participation in professional association activities, etc.) provided such experiences are related to the teacher's school assignment, and provided that prior approval is given by the Superintendent of Schools. Such activities shall be judged on the basis of whether they provide growth and training equivalent to courses taken at accredited colleges.

A total of six (6) credits maximum for each block of fifteen (15) credits may be earned other than by graduate courses taken at accredited colleges. No more than three (3) may be from in-service.

Prior approval for these Professional Development Points is required by the Superintendent.

- D. Upon presentation to the Superintendent of evidence of an earned Master's Degree or credit beyond a Master's Degree from an accredited college or university, a teacher shall be advanced to the proper step on the salary schedule. Credit beyond the Master's Degree must have been earned within a nine-year period prior to the date of the presentation.
- E. For credit beyond the Master's Degree, a teacher shall be permitted to take courses in any field equal to the number of courses he/she had taken in his/her subject field for his/her Master's Degree.
- F. The following will apply to any change in compensation of all members of the Bargaining Unit, but will not result in reduction of pay for any person who is a Bargaining Unit member on February 1, 1993.
  - 1. An individual upon employment who possesses a Bachelor's Degree in Vocational Education or an appropriate related area with Vocational Certification will be placed on the V.C. plus 30 salary lane. However, the Superintendent reserves the right to place an individual on a higher lane.
  - 2. An individual upon employment who possesses a Bachelor's Degree in Vocational Education or related areas without Vocational Certification will be placed on a V.C. only salary lane and moved to the same step at V.C. plus 30 when Vocational Certification is achieved.
  - 3. An individual upon employment who possesses a Master's Degree in Vocational Education or an appropriate related area with Vocational Certification will be placed on a V.C. plus 45 salary lane. However, the Superintendent reserves the right to place an individual on a higher lane.
  - 4. An individual upon employment who possesses a Master's Degree in Vocational Education or a related area without Vocational Certification will be placed on a V.C. only salary lane and moved to the same step at V.C. plus 45 when Vocational Certification is achieved.
- G. Annual salaries for members of the Bargaining Unit shall be paid in equal bi-weekly installments, starting with the first or second Thursday after teachers have returned for the new school year. Direct deposit of paychecks is mandatory.

Two (2) options for payment of annual salaries are available:

Option #1: Twenty-one (21) equal installments will be paid during the school year.

Option #2: A teacher's annual salary will be divided by fifty-two (52) and this amount will be paid in twenty-five (25) equal installments. In addition, one (1) balloon payment consisting of the balance owed will be made as the final paycheck of the school year.

Election of the option must be made no later than May 15<sup>th</sup> preceding the start of the school year.

- H. In the event that pay is altered due to a fluctuation in taxes or insurance deductions, an explanatory written notice shall be posted on the ASSOCIATION bulletin board in every school before the time of such change.
- I. Movement to the next preparation level on the salary schedule shall take effect only in September and February. In order to be credited with this additional preparation for the remainder of the year, all transcripts of proof of satisfactory course completion must be in the Superintendent's office by September 15 or February 15.

- J. The COMMITTEE shall pay Leominster Center for Technical Education academic teachers who must attend summer school one week to maintain their certification the same hourly rate that the COMMITTEE pays teachers who participate in summer workshops.
- K. Beginning in the 2004-2005 school year, any new hires who are serving under a license waiver (are not certified) will remain on the step at which they are hired until such time as they receive their license. Once licensed, they will advance at the start of the school year or at mid-year (in accordance with the same provisions as for lane change as outlined in Article XXIV.K) to the step they would have achieved had they been licensed at hire. Employees hired prior to the 2004-2005 school year will not be subject to this provision.

**ARTICLE XXV**  
**GENERAL**

- A. There shall be no reprisals of any kind taken against any teacher by reason of his/her membership in the ASSOCIATION or participation in its activities.
- B. Negotiation and grievance sessions shall be held after school hours. Insofar as possible, arbitration sessions shall be held after school hours. If arbitration, grievance or negotiation sessions are held during the regular school day, such members of the Leominster Education Association as are required to attend shall be paid at their regular rate.
- C. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of said teacher.
- D. The COMMITTEE shall, upon request and within reasonable time, provide the ASSOCIATION with any documents which will assist the ASSOCIATION in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students together with any other available information which may be necessary for the ASSOCIATION to process grievances under the Agreement.
- E. The cost of printing this Agreement will be split equally between the Committee and the Association. The Association will take responsibility for distributing copies of the Agreement to its members and all new employees. A sufficient number of copies will be made available to the administration.
- F. An Educational Development Committee composed of one (1) School Committee member, one (1) member of the Central Administration Office, one (1) Principal and two (2) teachers shall be appointed by the COMMITTEE each year to discuss the needs, programs and progress. If so desired, the Committee may appoint to one of its positions the Superintendent or an Assistant Superintendent. This Committee shall report to the COMMITTEE as it deems necessary and to both the ASSOCIATION and the COMMITTEE at least once no later than the end of each calendar year.
- G. It is clearly understood that whenever the word "consult" is used in this Agreement said word shall not be construed to require any party to this contract to consent to any change, modification or reopening of this Agreement, nor shall it be a matter for arbitration.
- H. If any provision of this Agreement or any application of this Agreement of any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- I. Any matter not covered by this Agreement or the school policy shall be decided at the discretion of the School Committee for the duration of this Agreement period.

- J. A Joint Labor Management Committee (JLMC) consisting of three (3) members appointed by the superintendent and three (3) members appointed by the president of the Association may meet once per term at the request of either party to discuss matters of mutual concern.

**ARTICLE XXVI**  
**SICK LEAVE BANK**

- A. The COMMITTEE agrees to maintain a Sick Leave Bank. To be eligible, professional status teachers must contribute one day of accumulated sick leave annually. Under normal circumstances, only professional status teacher who have contributed to the Sick Leave Bank shall be eligible to draw from the Bank. Non-professional status teachers who have contributed may appeal to the superintendent on a case by case basis. The superintendent's decision is final and non-grievable. In the event that 600 days would be exceeded, then the one day contribution will be exempt for all but the new members. Only individuals who are not members must notify the Superintendent no later than November 15<sup>th</sup> if they plan to participate.
- B. The Bank shall be administered by a Committee of five (5) representatives (two (2) appointed by the COMMITTEE, two (2) appointed by the ASSOCIATION and a neutral person to be agreed to by the COMMITTEE and the ASSOCIATION) to serve a one (1) year term. This Committee shall consider the eligibility of teachers to draw from the Bank. The decisions of the Sick Leave Bank Committee are final and binding and not subject to the grievance procedure.
- C. The following criteria shall be used by the Sick Leave Bank Committee in determining the eligibility of a teacher to draw from the Bank and determining the amount of leave:
1. A teacher must have used up all of his/her accumulated leave;
  2. Teachers must submit competent and timely evidence that a request is necessary to benefit teachers who suffer uncommon, life-threatening or serious and lengthy illness;
  3. A teacher's prior utilization of sick leave.
- D. Upon compliance with Section C above, the Sick Leave Bank Committee may issue a grant of days from the Sick Leave Bank of no more than one hundred (100) days total but in increments of no more than 35 days. **After a grant of or use of 100 days from the sick leave bank, a teacher may not draw from the bank again until five years have passed from the end of the first 100 days granted. A teacher may not draw on the bank more than twice (that is, two periods of 100 days, each five years apart.)**
- E. The Sick Leave Bank shall have a minimum of 200 days in reserve. If the number of day falls below 200, then Section A shall be reapplied. However, the total number of sick leave bank days in reserve shall not exceed 600 unless it is the result of adding days contributed by new members. In the event the 600 maximum would be exceeded, then the one day contribution in Section A will be suspended for all but new members.
- F. A teacher, upon returning to work after having exhausted his/her total entitlement from the Sick Leave Bank and who has no sick leave available, shall be credited with an additional ten (10) sick leave days.

**ARTICLE XXVII**  
**SALARY**

Please refer to Appendix 4, page 46.

Differentials shall be applied annually to the following positions:

The Head Guidance Counselor (9-12)	7%
Elementary/Middle Head Teachers	5%
Department Heads, Shop Coordinator	10%
Deans	10%
School Psychologist	10%
Head Nurse	10%

At the direction of the superintendent, the work year of guidance/adjustment counselors, deans, shop coordinators, school psychologists, nurses, grant coordinators or writers, data coaches, reading specialists, and the Reading First Specialists will be between 185 and 200 days. Additional days will be paid at the individual's per diem rate.

The work year for department heads will be 190 days.

At the discretion of the Superintendent, an amount not to exceed 5% of base salary will be paid as a bonus to school psychologists with an earned doctorate, due to a critical hiring need.

The salaries effective for the term of this Agreement are set forth in Appendix 4 attached hereto and made a part thereof.

A. A longevity payment will be granted annually in the following year of service:

In year 14	\$500
In year 20	\$1,000
In year 25	\$1,500

This stipend will be pro-rated on a ten month basis.

(See also Article XXVII.C regarding longevity after completion of a super-longevity payment under that Article.)

B. "Year of continuous service" shall mean any work year during which an employee is actually at work for more than 50% of the contractual teacher work year. Continuity of service of years so credited shall not be deemed interrupted by a paid or unpaid leave which does not exceed 185 consecutive school days.

C. Super Longevity

1. Teachers may choose one of the following options:

- a. After fifteen (15) years of continuous service in the Leominster Public Schools, a teacher will be eligible to apply for a super longevity payment in the sum of \$2,000 annually over any three (3) consecutive year period. OR
- b. After twenty-five (25) years of continuous service in the Leominster Public Schools, a teacher will be eligible to apply for a super longevity payment in the sum of \$2,500 annually over any three (3) consecutive year period.

➤ The teacher shall request such payment in writing to the Superintendent no later than January 15<sup>th</sup> prior to the school year that the payment is to commence, and

- The amount shall be payable during the applicable three years as part of the teacher's salary.
- In the event that a teacher enrolled in this program retires before three years are paid, monies will be dispersed for that school year only.
- No unpaid monies will be paid to anyone who resigns or is terminated for just cause.
- In the event of the death of a teacher who is enrolled in this longevity plan, any monies not dispersed for that school year only will be paid to the teacher's estate.

2. Any teacher who has completed the three-year super-longevity is only eligible to receive regular longevity at the rate of \$400 after 18 years and \$800 after 25 years.

3. The parties recognize that the Massachusetts Teacher Retirement System (MTRS) and not the parties themselves determine whether super-longevity payments are pensionable under the MTRS, and that the current ruling is that super-longevity is not pensionable.

#### **ARTICLE XXVIII** **EXTRACURRICULAR ACTIVITIES**

- A. All vacancies for positions in extracurricular activities will be posted in each school. Notice of such positions will be posted on the LEA bulletin board for at least fourteen (14) calendar days prior to the consideration of applications. Applicants interested in the positions should indicate their interest by letter to the Superintendent of Schools (or his/her designee). Applicants may also include a resume with their application.
- B. A sum of money will be allotted for extracurricular activities not specifically stated in the Agreement. Staff members interested in initiating a new activity should forward their requests to the Superintendent of Schools (or his/her designee) by May 1, whenever possible, for the next school year, using the *New Activity Proposal Form* (page 49).

A committee of two administrators and two LEA members will review the request and make a recommendation to the Superintendent of Schools (or his/her designee). The decision of the Superintendent will be final but approval will not be unreasonably denied.

- C. An additional one percent (1%) increment shall be granted at the start of the tenth, fifteenth and twentieth year of service within a given job designation regardless of level. (It is understood that the intramural activities fall under a separate job designation.)

*Please refer to Appendix 5, page 47.*

#### **ARTICLE XXIX** **INTERSCHOLASTIC ATHLETICS**

- A. All vacancies in the interscholastic program for each new school year will be posted in each school **before** the close of school in June. Notices will be placed on the LEA bulletin board in each school for at least fourteen (14) calendar days prior to the consideration of applications. If additional vacancies occur during any school year, announcements will be posted, whenever possible, in each school seven (7) days prior to the consideration of applications.

- B. Staff members who wish to apply for a coaching position should forward a letter of application to the Superintendent (or his/her designee). Applicants may include a resume with their application. The Athletic Director, after consultation with the high school administrator and the head coach, where applicable, will submit recommendations to the Superintendent (or his/her designee). The Athletic Director may involve head coaches in the selection of assistant coaches.
1. Selection of coaches will be based on the qualifications of the applicant. If the Superintendent (or his/her designee) determines the qualifications of the applicants to be equal, preference will be given to the teachers currently employed in the Leominster Public Schools.
  2. If the Superintendent (or his/her designee) determines the performance of a person who held a respective coaching position the previous season was satisfactory, the same person may be recommended for appointment without a formal interview. New applicants for such positions will not be interviewed.
  3. Evaluation of all coaches will be completed by the Director of Athletics at the conclusion of each respective coach's contract period.
  4.
    - a. Step 1 of each coaching assignment will be given a percentage on the base salary on the Bachelor's Degree level at the time the assignment is completed.
    - b. As the teacher's salary schedule changes, the coaching salary schedule will automatically follow.
    - c. There will be seven steps in the coaches' salary schedule, with placement on the schedule to be determined as follows:
      - (1) A coach will be given one increment for each year of experience as a coach of the activity in question.
      - (2) When a coach moves from assistant coach to head coach in an activity, he/she will be given one increment for every two years experience as an assistant in that activity.
    - d. An increment in an activity will be equal to the percentage assigned that activity multiplied by \$5.00.
    - e. Varsity coaches may be given a two-year contract after their first full year in that position. The COMMITTEE reserves the right to make appointments on a one-year basis.
    - f. The following percentages are assigned to the activities.

*Please refer to Appendix 6 - page 50.*

### **ARTICLE XXX** **JOB SHARING**

Two (2) teachers with professional teacher status may initiate a proposal for "job sharing". They will submit a proposal in writing to the building principal on or before March 1<sup>st</sup>. The Teachers' Association will be given a copy of all such proposals at the same time. "Job sharing" shall apply to sharing all the duties of one (1) full time position which is occupied by one (1) of the two (2) teachers involved in the proposal. The cost of the "job sharing" shall not exceed the cost of one (1) full time teacher.

The proposal must include the following: 1. A tentative work schedule for each "job sharing" teacher for instructional time, non-instructional duties and preparation time; 2. A description of how necessary parental communication will be maintained; 3. A description of how communication between the "job sharing" teachers will occur.

Both “job sharing” teachers shall be required to attend all professional development days, faculty meetings, assigned committee meetings, parent-teacher conferences, open houses, parent nights and other such meetings expected of full time faculty members. Current job sharing teachers (those existing at the time this provision was added) will only be required to attend meetings only on the days they are scheduled to work.

All compensation, benefits, hours of work and other working condition, including duty and prep time will be prorated to each “job sharing” teacher’s percentage of full time employment. There will be an overlap of at least fifteen (15) minutes between tours of duty scheduled each workday.

If either carries health insurance prior to “job sharing” only one (1) of the two (2) “job sharing” teacher, selection to be agreed up by them in writing, will be eligible, for district health insurance benefits.

Seniority will be computed as currently determined for part time teachers.

The principal will review the proposal, with the superintendent if necessary, and discuss any concerns with the teachers submitting the proposal and with a recommendation to the superintendent in writing no later than March 15<sup>th</sup>. The superintendent will forward a final decision on the proposal no later than March 22<sup>nd</sup>.

The superintendent may approve or deny the proposal. The decision of the superintendent will be final and binding and not grievable or arbitrable by any teacher in the bargaining unit or by the Association. This decision will in no way be precedent setting. If approved by the superintendent, the specifics of the job sharing assignment and any subsequent changes thereto will be reduced to writing. Said writing will be incorporated into the provision therein, for acceptance by and signature of, the two (2) “job sharing” teachers involved and the Association. This document will be delivered to the superintendent no later than March 29<sup>th</sup>.

Neither “job sharing” teacher will be able to displace a less senior teacher during the “job sharing” year. Either “job sharing” teacher may apply for a vacant position over the course of the “job sharing” year. If one “job sharing” teacher is transferred to a vacant position or otherwise leaves the “job sharing,” an attempt will be made to **find** a replacement subject to the terms of the “job sharing.” If the “job sharing” position cannot be filled, the remaining “job sharing” teacher will be extended the opportunity to fill the formerly shared position in a full time capacity. Otherwise the formerly shared, full time position will be posted and the “job sharing” teacher will be placed on a leave of absence without pay for the remainder of the “ job sharing” school year. He or she will be eligible for placement in a vacant position, for which he or she is qualified, during that year or at a subsequent time.

If the “job sharing” teachers prefer to remain in this agreement for a subsequent school year, they must submit specific proposal to the principal by March 1, following the previously stated procedure.

#### **ARTICLE XXXI** **SCHOOL CHOICE**

If the School Committee votes to accept School Choice, children of Unit members will be given preference over other applicants for inter-district (from outside the district) school choice. Children of Unit members will be given preference over other applicants for intra-district (within the district) school choice only if the teacher is requesting that his or her child be choiced into the school in which the parent is teaching.

**ARTICLE XXXII**  
**COMPLETENESS OF AGREEMENT**

This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**ARTICLE XXXIII**  
**DURATION**

Except as provided otherwise hereinafter this Agreement shall be effective as of **July 1, 2012** , and continue in full force and effect until **June 30, 2015** and from year to year thereafter, provided however, that either party may, by written notice mailed to the other party on or before September 15 prior to the termination of date or any subsequent anniversary date thereof, signify its desire to modify or terminate this Agreement. Within thirty (30) days of receipt of said notice the parties shall enter into collective bargaining.

**APPENDIX 1**  
**EVALUATION**

**When the new evaluation language is agreed upon and ratified by both parties,  
it will replace the language found below in this section.**

A Purpose of Evaluation

- 1 The purpose of evaluation is to improve and recognize staff effectiveness and ensure that all students in the Leominster School District receive the best possible instruction, supervision and educational support. Evaluation should be a continuous and cooperative process between the evaluator(s) and the evaluatee. The evaluation should identify the unit members' strengths and weaknesses and place major emphasis on assisting the evaluatee to achieve professional and creative growth that is consistent with the basic philosophy, goals and objectives of the Leominster School District.

B Performance Standards and Guiding Principles

- 1 Standards of Performance are implicit in any effective evaluation program. The standards described in this document present critical areas related to teacher effectiveness. These standards are outlined in the "Principles of Effective Teaching". It is not intended that each description be exhaustive in its content. There must be an understanding that excellence is the desired goal. The standards must be high enough to challenge, but flexible enough so as not to impose impossible demands.
- 2 The standards of performance shall be measurable and shall reflect and allow for

significant differences in assignments and responsibilities.

- 3 The evaluation process shall be free of racial, sexual, religious and other discrimination and biases as defined in the state and federal laws.
4. Evaluation forms used will be consistent throughout the system.

C. Observation Visits

- 1 Observation visits are visits by the evaluator to observe the evaluatee in the classroom or in another work environment.
- 2 Frequency of Evaluations
  - a. Teachers without professional status in the Leominster School System shall receive a minimum of two (2) formal evaluations annually.
  - b. Teachers with professional status in the Leominster School System shall receive a minimum of one (1) formal evaluation every other year.

D. Formal Evaluation Visits

Generally, observation periods would last from the opening bell to the closing bell. In the case of the 90 minute block, the observation must last at least for half the block. Each party may postpone a maximum of one (1) observation visit per year.

E. Pre- and Post-Observation Conferences

- 1 The evaluatee and the evaluator shall hold a pre-conference prior to an announced observation. They will discuss the goals and objectives of the lesson to be observed. The evaluatee will have the opportunity to explain factors that would influence the methods or interfere with the objectives. The evaluator has the chance to emphasize the points that he or she will be looking at. The pre-conference should be held as close to the observation day as possible.
- 2 Following an observation visit, the evaluator will write a final report of the visit and meet and review it with the evaluatee within ten (10) workdays. Both the evaluator and the evaluatee will sign the summary, and the evaluatee will receive a copy of the same. The signature by the evaluatee does not necessarily indicate agreement with the contents of the evaluation. The evaluatee will have the right to include a written statement to the evaluation, and this response will be reviewed by the superintendent and become part of the evaluation placed in the personnel file.
3. Not all evaluation observations will be announced in advance. Observations will be announced or unannounced at the discretion of the principal. All unannounced evaluations will have a post-conference as defined in E-2. In addition, the teacher reserves the right to have an announced formal evaluation if so requested.

F. Timing of Observation Visits

1. Non-professional status teachers will be evaluated at least once before December 23<sup>rd</sup> and a second time before April 15<sup>th</sup>.
2. Teachers with professional status will be evaluated before May 15.
3. Observations will be avoided during the first two (2) weeks of the school year, the last day before winter holiday or spring breaks, or the day before, the day after or days during MCAS testing.
4. A teacher hired after November 1 of a school year will be observed and evaluated at least once prior to April 15<sup>th</sup> during the partial first year.

G. Evaluators

1. Evaluations will be done by the principal, assistant principal, headmaster or other trained evaluators in the Leominster School Department who are not members of the Unit.
2. Nothing precludes principals from using written memoranda to communicate matters of concern relative to the evaluatee's performance.

H Improvement Plan

1. Any principal noting significant deficiencies in a professional status teacher's performance through an observation will work with the teacher to develop an improvement plan that details corrective steps to be taken and a timeline for improvement. The teacher may request the Association president or his or her designee and the principal may request another administrator of his or her choice to assist in developing the plan. The plan must be designed to produce improvement in the teacher's performance.
2. The plan must be written and should be in place within fifteen (15) working days of receiving the written observation report.
3. The timeline for monitoring and evaluating results will be written. The timeline will establish a series of interim deadlines, during which progress toward achievement of the goals will be assessed and communicated to the teacher, by the principal.
4. There shall be a minimum of two (2) written reports prior to the final report at the end of the improvement plan, the first occurring not later than sixty (60) school days after the improvement plan is established. The teacher will also write a self-evaluation at the time of each interim report and the final report.
5. The final report will be due after the completion of two full school quarters. It will provide specific assessments of the teacher's progress toward achieving the goals established in the improvement plan. Nothing in this section precludes the principal from issuing discipline to the teacher based on performance or any other reason, prior to the issuance of the final report of the improvement plan.

- I. A teacher without Professional Teacher Status may be non-renewed for the following school year in accordance with MGL chapter 71 Section 42 notwithstanding the principal's compliance or non compliance with the procedures set forth in this Article.

## APPENDIX 2

### PROFESSIONAL STANDARDS FOR TEACHERS

(1) Application. The Professional Standards for Teachers define the pedagogical and other professional knowledge and skills required of all teachers.

(2) Standards for All Teachers Except Library and Speech, Language, and Hearing Disorders Teachers

(a) Plans Curriculum and Instruction.

1. Draws on content standards of the relevant curriculum frameworks to plan sequential units of study, individual lessons, and learning activities that make learning cumulative and advance students' level of content knowledge.
2. Draws on results of formal and informal assessments as well as knowledge of human development to identify teaching strategies and learning activities appropriate to the specific discipline, age, level of English language proficiency, and range of cognitive levels being taught.
3. Identifies appropriate reading materials, other resources, and writing activities for promoting further learning by the full range of students within the classroom.
4. Identifies prerequisite skills, concepts, and vocabulary needed for the learning activities.
5. Plans lessons with clear objectives and relevant measurable outcomes.
6. Draws on resources from colleagues, families, and the community to enhance learning.
7. Incorporates appropriate technology and media in lesson planning.
8. Uses information in Individualized Education Programs (IEPs) to plan strategies for integrating students with disabilities into general education classrooms.

(b) Delivers Effective Instruction.

1. Communicates high standards and expectations when beginning the lesson:
  - a. Makes learning objectives clear to students.
  - b. Communicates clearly in writing and speaking.
  - c. Uses engaging ways to begin a new unit of study or lesson.
  - d. Builds on students' prior knowledge and experience.
2. Communicates high standards and expectations when carrying out the lesson:
  - a. Uses a balanced approach to teaching skills and concepts of elementary reading and writing.
  - b. Employs a variety of content-based and content-oriented teaching techniques from more teacher-directed strategies such as direct instruction, practice, and Socratic dialogue, to less teacher-directed approaches such as discussion, problem solving, cooperative learning, and research projects (among others).
  - c. Demonstrates an adequate knowledge of and approach to the academic content of lessons.
  - d. Employs a variety of reading and writing strategies for addressing learning objectives.
  - e. Uses questioning to stimulate thinking and encourages all students to respond.
  - f. Uses instructional technology appropriately.
  - g. Employs appropriate sheltered English or subject matter strategies for English learners
3. Communicates high standards and expectations when extending and completing the lesson:
  - a. Assigns homework or practice that furthers student learning and checks it.
  - b. Provides regular and frequent feedback to students on their progress.

- c. Provides many and varied opportunities for students to achieve competence.
  - 4. Communicates high standards and expectations when evaluating student learning:
    - a. Accurately measures student achievement of, and progress toward, the learning objectives with a variety of formal and informal assessments, and uses results to plan further instruction.
    - b. Translates evaluations of student work into records that accurately convey the level of student achievement to students, parents or guardians, and school personnel.
- (c) Manages Classroom Climate and Operation.
  - 1. Creates an environment that is conducive to learning.
  - 2. Creates a physical environment appropriate to a range of learning activities.
  - 3. Maintains appropriate standards of behavior, mutual respect, and safety.
  - 4. Manages classroom routines and procedures without loss of significant instructional time.
- (d) Promotes Equity.
  - 1. Encourages all students to believe that effort is a key to achievement.
  - 2. Works to promote achievement by all students without exception.
  - 3. Assesses the significance of student differences in home experiences, background knowledge, learning skills, learning pace, and proficiency in the English language for learning the curriculum at hand and uses professional judgment to determine if instructional adjustments are necessary.
  - 4. Helps all students to understand American civic culture, its underlying ideals, founding political principles and political institutions, and to see themselves as members of a local, state, national, and international civic community.
- (e) Meets Professional Responsibilities.
  - 1. Understands his or her legal and moral responsibilities.
  - 2. Conveys knowledge of and enthusiasm for his/her academic discipline to students.
  - 3. Maintains interest in current theory, research, and developments in the academic discipline and exercises judgment in accepting implications or findings as valid for application in classroom practice.
  - 4. Collaborates with colleagues to improve instruction, assessment, and student achievement.
  - 5. Works actively to involve parents in their child's academic activities and performance, and communicates clearly with them.
  - 6. Reflects critically upon his or her teaching experience, identifies areas for further professional development as part of a professional development plan that is linked to grade level, school, and district goals, and is receptive to suggestions for growth.
  - 7. Understands legal and ethical issues as they apply to responsible and acceptable use of the Internet and other resources.

### (3) Standards for Library Teachers

- (a) Draws on content of the relevant curriculum frameworks to plan activities addressing standards that will advance students' level of content knowledge.
- (b) Identifies reading and writing needs that must be addressed for successful learning.
- (c) Plans and uses the pedagogy appropriate to the specific discipline and to the age, level of English language proficiency, and cognitive level of the students in the classroom.
- (d) Communicates high standards and expectations of students.
- (e) Communicates clearly in writing and speaking.
- (f) Accurately measures student achievement of, and progress toward, the learning of objectives using a variety of formal and informal assessments and uses results to plan further instruction.
- (g) Creates an environment that is conducive to learning.
- (h) Manages classroom routines and procedures without loss of significant instructional time.
- (i) Helps all students to understand American civic culture, its underlying ideals, founding political principles and political institutions, and to see themselves as members of local, state, national, and

international civic community.

(j) Understands his or her legal and moral responsibilities.

(k) Conveys knowledge of and enthusiasm for his/her academic discipline to students.

(l) Maintains interest in current theory, research and developments in the academic discipline and applies knowledge in classroom practice.

(m) Collaborates with colleagues to improve instruction, assessment, and student achievement.

(n) Works actively to involve parents in their child's academic activities and performance, and communicates clearly with them.

(o) Reflects critically upon his or her teaching experience, identifies areas for further professional development as part of a professional development plan linked to grade level and school and district goals, and is receptive to suggestions for growth.

(p) Understands legal and ethical issues as they apply to responsible and acceptable use of the Internet and other resources.

**APPENDIX 3**  
**OBSERVATION REPORT**

**Leominster Public Schools**

**Teacher Evaluation**

**Teacher Name:**

**School:**

**Date of observation:**

**Subject, grade:**

**Time:**

**Previous Evaluations this year:**

**Evaluator:**

**Position:**

**Present Status: Professional Status** \_\_\_\_\_

**Pre-professional Status: Year 0** \_\_\_\_\_, **Year 1** \_\_\_\_\_, **Year 2** \_\_\_\_\_, **Year 3** \_\_\_\_\_

\_\_\_\_\_ **Formative**

\_\_\_\_\_ **Summative**

**Observation Report**

Commendations

- 
- 

Recommendations

- 
- 

The teacher's signature on this form indicates that he/she has seen all comments on this form. The teacher's signature does not necessarily indicate agreement with the report.

**Evaluator Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Teacher Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Response Attached; Yes \_\_\_\_\_ No \_\_\_\_\_

**Appendix 4**

**Teacher Salaries 2012-2015**

**The below charts indicate the salaries that will be paid in the 12-13, 13-14, and 14-15 school years. The figures represent a 1.5% increase in each of those years.**

**The parties agree to establish a salary committee consisting of three members appointed by the Leominster Education Association president and three members appointed by the superintendent of schools. The committee will research options for changing the current salary schedule, including costs, and report to the School Committee/Education Association negotiating team no later than June 13, 2013.**

(The charts for the 2012-2013, 2013-2014 and 2014-2015 school years are attached at the end of this document.)

Nurse salaries are capped at M+15, step 14.

**Appendix 5**

**Extracurricular Activities**

**Stipends for Extracurricular Activities and Athletics (App. 6) are subject to change upon completion and ratification by both parties of the recommendations of the Stipend Committee work.**

<b>Activity</b>	<b>Stipend amount, listed as a %age of B(0) or as lump sum, as appropriate.</b>			
<b><u>High School:</u></b>	1 <sup>st</sup> year	10 <sup>th</sup> year	15 <sup>th</sup> year	20 <sup>th</sup> yr.
Academic Decathlon	3%	4%	5%	6%
All-School Play	6%	7%	8%	9%
Art Club	3%	4%	5%	6%
Asian American Club	3%	4%	5%	6%
Band/Marching Band	11%	12%	13%	14%
Black Heritage	3%	4%	5%	6%
Class Advisors				
Senior, 2 positions	4%	5%	6%	7%
Junior, 2 positions	3.5%	4.5%	5.5%	6.5%
Sophomore, 2 positions	3%	4%	5%	6%
Freshman, 2 positions	2.5%	3.5%	4.5%	5.5%
CTE Senior	4%	5%	6%	7%
Community Service Club	3%	4%	5%	6%
Drum Instructor for Marching Band	\$1,000	\$1,000	\$1,000	1,000
El Dia de la Raza	3%	4%	5%	6%
French Club	6%	7%	8%	9%
Gay Straight Alliance	3%	4%	5%	6%

Inter-Class Play, 4 positions	3%	4%	5%	6%
Latin Club	6%	7%	8%	9%
Mosaic Society	3%	4%	5%	6%
National Honor Society	3%	4%	5%	6%
Newspaper	3%	4%	5%	6%
Renaissance Club	3%	4%	5%	6%
Robotics	4%	5%	6%	7%
School Musical (LHS)	8%	9%	10%	11%
Spanish Club	6%	7%	8%	9%
Student Council, 2 positions	4%	5%	6%	7%
VICA, 2 positions	4%	5%	6%	7%
Yearbook, LHS, Editorial	6%	7%	8%	9%
Yearbook, LHS, Business	4%	5%	6%	7%

**Middle School:**

Band	2.5%	3.5%	4.5%	5.5%
Drama Club	2.5%	3.5%	4.5%	5.5%
Future Problem Solvers	\$1,500	\$1,500 \$	1,500	1,500
Student Council				
Grades 5-6	3%	4%	5%	6%
Grades 7-8	3%	4%	5%	6%
Washington Trip Coordinator, per school	\$250	\$250	\$250	\$250
Yearbook Advisor	3%	4%	5%	6%

**Other:**

Mentor: \$750 annually to mentor one teacher, \$1,350 to mentor more than one teacher.

**Training for new mentors will be offered at least every other year, the first time being no later than during the 2012-2013 school year.**

Bus Duty				
Before school	2.5%	3.5%	4.5%	5.5%
After school	2.5%	3.5%	4.5%	5.5%
Culinary Arts Instructors	\$ 32 per hour			
Graphic Arts Instructors	\$ 25 per hour			
Professional Development	\$160 per unit		(See * note below)	
Professional Development Instructor	\$200 per unit		(See * note below)	
Teacher Assistance Team (TAT)	\$500	\$500	\$500	\$500

\* If a grant that is funding a professional development offering requires payment of a higher stipend than the amounts set forth in this Agreement, the teacher will be paid the grant-required higher hourly rate. **Beginning in the second year of this Agreement (July 1, 2013), the rate per unit for both of these categories will be \$240.**

An additional one percent (1%) increment shall be granted at the start of the tenth, fifteenth and twentieth year of service within a given job designation regardless of level. (It is understood that the intramural activities fall under a separate job designation.)

\*All activities and clubs must be approved in advance by the superintendent. There is no stipend paid in the first year of an activity. The amount of any stipend (starting in the second year) will be negotiated. Applications for proposed new activities will be submitted to the superintendent by April 15 of the year prior to the year in which the activity will begin. The application is made using the *New Activity Proposal Form which is found as Appendix 5.*

**NEW ACTIVITY PROPOSAL FORM**

(See Appendix 5)

**Name of Proposed Club or Activity:**

---

**Name of Advisor(s) or Club Leader(s):**

---

**Purpose of this Activity:**

---

---

**How will students benefit from this activity?**

---

---

**How will this club support the school or community?**

---

**Estimated number of students to be involved:**

---

**Meetings per month:**

---

**Proposed cost to each student:**

---

**Estimated cost to school system (as examples, for materials, fees, transportation, etc.):**

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**Appendix 6**  
**Interscholastic Athletics**

Activity	Stipend amount, a %age of B(0)			
	1 <sup>st</sup> year	10 <sup>th</sup> year	15 <sup>th</sup> year	20 <sup>th</sup> year
<b>Fall Sports:</b>				
Cheerleader, Head	7%	8%	9%	10%
Cheerleader, Assistant	5%	6%	7%	8%
Cross Country, Head	9%	10%	11%	12%
Cross Country, Freshman/Sophomore	6%	7%	8%	9%
Faculty Manager	12%	13%	14%	15%
Field Hockey, Head	10%	11%	12%	13%
Field Hockey, Assistant	6%	7%	8%	9%
Field Hockey, Freshman	6%	7%	8%	9%
Football, Head	20%	21%	22%	23%
Football, Assistant	11%	12%	13%	14%
Football, JV, 2 positions	8%	9%	10%	11%
Football, Sophomore, 2 positions	7%	8%	9%	10%
Football, Freshman	6%	7%	8%	9%
Soccer, Head, Boys	12%	13%	14%	15%
Soccer, Head, Girls	12%	13%	14%	15%
Soccer, Assistant, Boys	7%	8%	9%	10%
Soccer, Assistant, Girls	7%	8%	9%	10%
Soccer, Freshman	6%	7%	8%	9%
Soccer, Sophomore	6%	7%	8%	9%
Trainer-Equipment Manager	8%	9%	10%	11%
<b>Spring Sports:</b>				
Baseball, Head	12%	13%	14%	15%
Baseball, Assistant/JV	7%	8%	9%	10%
Baseball, Freshman, 2 positions	6%	7%	8%	9%
Baseball, Batting Coach	3%	4%	5%	6%
Faculty Manager	12%	13%	14%	15%
Golf, Head	7%	8%	9%	10%
Lacrosse, Varsity	10%	11%	12%	13%
Lacrosse, JV	7%	8%	9%	10%
Softball, Head	10%	11%	12%	13%
Softball, Assistant/JV, 2 positions	7%	8%	9%	10%
Softball, Batting Coach	3%	4%	5%	6%
Softball, Freshman	6%	7%	8%	9%
Tennis, Head, Boys	7%	8%	9%	10%
Tennis, Head, Girls	7%	8%	9%	10%
Track, Head, Boys	10%	11%	12%	13%
Track, Head, Girls	10%	11%	12%	13%
Track, Assistant, Boys	7%	8%	9%	10%
Track, Assistant, Girls	7%	8%	9%	10%
Track, Freshman, Girls	6%	7%	8%	9%
Volleyball, Head, Boys	10%	11%	12%	13%
Volleyball, Head, Girls	10%	11%	12%	13%
Volleyball, Assistant/JV, Boys	6%	7%	8%	9%
Volleyball, JV, Girls	6%	7%	8%	9%

**Winter Sports:**

Basketball, Head, Boys	14%	15%	16%	17%
Basketball, Head, Girls	14%	15%	16%	17%
Basketball, Assistant/JV, Boys	8%	9%	10%	11%
Basketball, Assistant/JV, Girls	8%	9%	10%	11%
Basketball, Freshman, Boys	6%	7%	8%	9%
Basketball, Freshman, Girls	6%	7%	8%	9%
Cheering, Head	7%	8%	9%	10%
Gymnastics	8%	9%	10%	11%
Ice Hockey, Head	12%	13%	14%	15%
Ice Hockey, Assistant/JV, 2 positions	8%	9%	10%	11%
Indoor Track, Head	10%	11%	12%	13%
Indoor Track, Assistant, 2 positions	6%	7%	8%	9%
Swimming, Head	10%	11%	12%	13%
Wrestling, Head	10%	11%	12%	13%
Wrestling, Freshman	6%	7%	8%	9%

An additional one percent (1%) increment shall be granted at the start of the tenth, fifteenth and twentieth year of service in a given season regardless of coaching level.

## **Appendix 7 – Disbursement of Money for Professional Development**

The committee established to promulgate guidelines for the equitable use of the pool of money referenced in the Article XIX has determined that the following represent those guidelines:

Teachers requesting to take graduate courses necessary to satisfy the goals of their professional development plans shall, pursuant to Article XXIV-B, submit to the Superintendent for advance approval, a “Request for Course Approval and Reimbursement”.

In each of the three semesters (Fall, Spring, and Summer), one third of the total pool of money shall be distributed in the following order:

1. Each teacher with professional status is eligible to be reimbursed up to \$400 for the cost of tuition related to an approved course.
2. If there are more teachers with professional status requesting reimbursement than available funds to reimburse them, those to be reimbursed will be determined by lottery.
3. If there are funds still available, after all teachers with professional status have been reimbursed, the remaining funds will be distributed to teachers who do not have professional status, up to \$400, for the cost of tuition related to an approved course.
4. If there are more teachers who do not have professional status requesting reimbursement than available funds to reimburse them, those to be reimbursed will be determined by lottery.
5. The intention of the parties is that no teacher, either with or without professional status, will be reimbursed more than \$400 for each year (the year period beginning with the Fall semester, running through the next Summer semester).
6. No teacher will be reimbursed for a course unless they receive a grade of “B” or better.

Notification to teachers of their standing on the reimbursement lottery list will be made by the end of September for the Fall semester, by the end of February for the Spring semester, and the end of July for the Summer semesters.

Reimbursement will be made after the submission of the final course grade. Teachers who fail to submit an original grade report or transcript for the course for which they are seeking reimbursement within two months after the completion of the course will not be reimbursed. The teacher may petition the superintendent for an extension if extenuating circumstances exist.

## **Appendix 8**

**The Leominster Center for Excellence Memorandum of Agreement of five pages is hereby incorporated into this Agreement.**