

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

2020 - 2021

2021 - 2022

2022 - 2023

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Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this contract is made this first day of July 1, 2020, by the School Committee of the Town of Leicester (hereinafter sometimes referred to as the School Committee) and the Educational Association of Leicester (hereinafter sometimes referred to as the EAL).

## I. Preamble

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

1. Under the laws of Massachusetts, the Committee elected by the citizens of the Town of Leicester has final responsibility for establishing the educational policies of the public schools of Leicester, Massachusetts.
2. The Superintendent of Schools of the Town of Leicester (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established. When the Superintendent chooses to delegate authority for any decision made relevant to this contract, this decision may be appealed to the Superintendent.
3. The faculty of the public schools (hereinafter referred to as the faculty) of the Town of Leicester has responsibility for providing in the classrooms of the schools, education of the highest possible quality. Both the EAL and the District recognize that students are best served through the assignment of certified, qualified educators in all teaching positions. The District shall endeavor to fill all vacancies with certified, qualified educators whenever positions are vacated by EAL members or when new teaching positions are established in the district.
4. The School Committee and the EAL recognize the importance of class size and will, subject to space availability, budget constraints and other educational considerations, ensure that class size is effective for instruction. It is understood that the final decision on class size rests with the Committee.
5. The EAL and the School Committee recognize that in order to properly educate students in the 21st Century, faculty and students need access to emerging technologies and resources. The district will, when fiscally possible, do its best to provide faculty with access to software and resources needed for classroom instruction.
6. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information between the Committee, the Superintendent, and Professional Rights and Responsibilities Committee of the Educational Association of Leicester in the formulation and application of policies relating to wages, hours, and other conditions of employment for the educational teaching staff.
7. To give effect to these declarations, the following principles and procedures are hereby adopted.

## II. Scope

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

## III. Dues Deduction

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

#### IV. Annuities

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

#### V. Insurance

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

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

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

Payroll deductions for premiums shall continue as per current practice.

#### VI. Conferences

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

#### VII. Road Mileage

A faculty member will be eligible for mileage compensation when he/she/they are required to drive in following his/her/their assigned schedule as developed by the Administration or as eligible for mileage reimbursement in other articles in this contract. Anyone filing for mileage will be required to complete the District Mileage Reimbursement Form and will be reimbursed at the IRS Standard Mileage Rate.

#### VIII. Preparation Periods

- A. No faculty in a departmentalized situation, grades 6-12, will be required to teach in more than two departments.
- B. All full time bargaining unit members in grades PreK-12, will have a minimum of one preparation period per day. Grades PreK-5 will be guaranteed a minimum preparatory period of 40 minutes. Grades 6-12 will be guaranteed a preparatory period equal to a class period. Preparation time shall be free of all other duties and assignments with the exception of lunch duties, which may be assigned on a fair and equitable basis.

- C. The administration of a building will attempt to distribute all teaching and non-teaching duties among staff members of that building. Building administrators may provide faculty leaders with time during the school day, in lieu of some duties, to perform tasks related to their assignment. This section shall be subject to the grievance procedure of this agreement up to the level of the Superintendent.
- D. Every effort will be made to provide faculty with common planning time whenever the schedule allows. This shall not occur during a faculty daily preparation period. This is not subject to the grievance procedure.

**IX. Class Size**

- A. Research shows that a lower faculty/student ratio enhances the educational process, particularly in the lower elementary grades. Primary grade students (K-2) require more individual attention than students in the upper elementary grades. Therefore, the recommended class size in the elementary and secondary schools shall be determined by the grade level with exceptions made for classes in certain subject areas, the need for specialized instruction, and the availability of classroom space and equipment for the particular course.

It is the intent of the Leicester School Committee to observe the following class size guidelines:

<b>Table 1</b>	
<b>Grades</b>	<b>Target Class Size</b>
Kindergarten	20:1
Grades 1-2	22:1
Grades 3-4	23:1
Grades 5-8	24:1
Grades 9-12	24:1

This language will not be subject to the grievance procedure.

When any high school course falls below a 15:1 ratio or above a 24:1 ratio, or any elementary or middle school class fails to meet the ratios listed above, the principal shall notify the superintendent. In addition to each class size, the superintendent and principal will consider the total class load for the individual faculty assigned to the particular class. The superintendent, in consultation with the principal, shall consider options to resolve the issue. Options may include, but are not limited to:

1. Maintaining class size
2. Assigning additional staff
3. Transferring some students to a different class
4. Canceling the course

The superintendent’s decision will be communicated to the School Committee each October with the understanding that the School Committee will be required to hire any additional staff.

Research indicates that the ratio of accidents to square feet per student greatly increases in lab science classes when there is less than 60 square feet per student, or more than 24 students per classroom.

## X. School Calendar

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

## XI. Summer Pay

Any faculty will receive the balance of his/her/their earned salary at the close of the school year in June, payable on the twenty-second (22) pay day, provided that said faculty makes a request in writing to the Superintendent for said salary by April 1. The faculty portion of any group insurance premium due during the course of the summer shall be deducted from the lump sum.

## XII. Length of Faculty Work Year

- A. Each school year will consist of one hundred eighty (180) school days plus one (1) day before school opens for organizational meetings and District initiatives and mandated trainings.
- B. Three (3) additional days which will be non-student days devoted to professional development activities for the teaching staff will be added for a total of one hundred eight-four (184) days.
- C. New faculty to the district may be required to report for two (2) additional days immediately preceding the opening of school for the purpose of orientation.
- D. The work year for Guidance personnel and Team Chair shall consist of one hundred eighty-four (184) days, plus any additional days required by the building principal. Additional days will be compensated at a one hundred percent (100%) per diem rate.
- E. Faculty will be compensated at a one hundred percent (100%) per diem rate if required to do summer work per request of the administration.
- F. Class notice: bargaining unit members will be notified of any change in their assignment for the coming school year including the school to which they will be assigned the grade(s) and subject(s) they will be expected to teach no later than the last day of school. This notice provision or any necessary subsequent changes to a teaching assignment shall not be subject to the arbitration clause of the contract.

## XIII. Duty-Free Lunch Period

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

## XIV. Leaves

### Bereavement Time

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

1. In the event of the death of (step) father, mother, sister, brother, husband, wife, daughter, son, another individual whose primary residence is in the employee's home, or someone who has acted in loco parentis\*, five (5) school days will be allotted for bereavement.
2. In the event of the death of (step) grandparents, mother-in-law, father-in-law, grandchild, three (3) school days.
3. In the event of other relatives (aunt, uncle, spouse of aunt or uncle, niece, nephew, brother-in-law, sister-in-law, or first cousins) one (1) school day for attendance at the funeral.
4. In the event reasonable additional time is necessary (i.e. travel at a distance), said additional time will be deducted from sick leave on approval of the superintendent.
5. Bereavement time is provided for bereavement purposes and may not be banked for future use. Bereavement days cannot be carried over from summer vacation or holiday weeks, unless permission is given by the Superintendent
6. All time periods shall include school days between the first and the last day of school

\*Subject to written prior approval of the superintendent. The superintendent's decision is not subject to the grievance procedure.

### Leave of Absence

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

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

- A. Association Business: The Committee agrees that one (1) faculty designated by the Association will, upon request, be granted a leave of absence for up to one (1) year without pay for the purpose of engaging in Association business (local, state, national). Sick leave will not accumulate during the period of this leave.
- B. Sabbatical leave: The School Committee has the authority to act on individual requests under existing state law in regard to sabbatical leave.
- C. Maternity/Family Medical Leave/Parental Leave: faculty may apply for up to eight (8) weeks of accrued sick leave for maternity leave, such leave to commence on the day following the day of birth of the child. Unpaid family leave for the birth or adoption of the child shall be granted according to applicable federal and state laws governing such leave. Parental Leave: Faculty may apply for five (5) days of personal sick leave for the addition of a child to their family through birth or adoption.
- D. Jury Duty and Court-Related Leave: Any teacher who is required to serve as a juror will be reimbursed in accordance with existing State statutes and/or regulations. Teachers serving on jury duty beyond three (3) days will be reimbursed the difference between their per diem salary and the State allotment. Any

teacher who is required to appear in a court of law under subpoena will be reimbursed the difference between their per diem salary and the State allotment.

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

## Personal Leave

At the beginning of each school year each full-time member of the bargaining unit will receive three (3) personal days. Such leave shall not be cumulative. A two-day minimum prior notice is required to use personal time. In emergency situations the notice requirement may be waived at the discretion of the District.

Personal leave days are provided for the purpose of attending to matters that cannot be reasonably attended to outside of the normal work day. Such days cannot be used in conjunction with a holiday weekend or week with exceptions only at the discretion of and with prior written approval of the Superintendent (valid reason must be provided.) An employee may, if he/she/they requests, use personal leave in half-day increments. Unused personal-time shall be rolled into a person's accrued sick-time at the end of the school year.

No more than two (2) personal days can be taken at a time and personal days shall not be taken in conjunction with the holidays or vacations or first or last week of any school year.

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

## Sick Leave

All members of the bargaining unit will earn sick leave at the rate of fifteen (15) days per school year, occurring at the rate of one and one-half (1 ½) days per month.

1. There will be no limit as to the total number of unused sick leave days which may be accumulated to any faculty hired before July 1, 1988.
2. There will be a one hundred and eighty (180) day limit as to the total number of unused sick leave days which may be accumulated for any faculty hired after July 1, 1988.

Bedside care: An employee will be entitled to use up to seven (7) sick days per year in the event of an illness or injury requiring bedside care for members of the employee's household or the following immediate relatives: (step)father, (step)mother, sister, brother, husband, wife, daughter, or son. The Superintendent may, at his/her/their discretion, grant additional leave under extenuating circumstances. For the purpose of this article, the following are examples of, but not limited to, such extenuating circumstances:

- A. Hospitalization of a member of the immediate family
- B. Terminal illness
- C. Extended bedside care not requiring hospitalization
- D. Chemotherapy/radiation treatments
- E. Kidney dialysis

A first-year faculty who has been absent because of illness early in the school year for a period in excess of his/her/their accumulated sick leave days may, at the end of the school year when his/her/their sick leave has been earned, apply for payment for the absent days under the sick leave policy.

#### Sick Leave Buyout Benefits

- F. A faculty shall provide the District with six (6) months' notice to qualify for this benefit.
- G. Upon retirement of a faculty from the Leicester School System, faculty hired prior to July 1st 2014 shall be entitled to be paid one third ( $\frac{1}{3}$ ) of his/her/their total accumulated regular sick leave, not to exceed thirty (30) days at the rate of pay he/she/they is receiving at the time of retirement. Retirement for the purpose of this Section will correspond with the requisites of retirement specified by the Massachusetts Teachers' Retirement Board.
- H. All members hired on or after July 1, 2014, with fifteen or more years of service, will receive twenty five dollars per day (\$25/day) for unused sick leave up to a maximum of one hundred and eighty (180) days.

#### Extended Sick Leave Benefit

- I. A faculty suffering from any medical condition which requires him/her/them to be hospitalized or under home care that exhausts his/her/their accumulated sick leave may apply to the School Committee for an extended sick leave benefit. This benefit shall be equal to one-half ( $\frac{1}{2}$ ) of a faculty member's accumulated sick leave at the onset of the absence, to a maximum of ninety (90) days.
- J. Faculty applying for this extended sick leave benefit must:
  - 1. Have achieved Professional Status
  - 2. Present a letter from a physician certifying that such leave is necessary and that the faculty meets the requirements outlined in these regulations.

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

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

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

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

- K. The Town of Leicester currently maintains workers' compensation insurance

## XV. Length of Faculty Work Day

The work day for faculty shall be six (6) hours and fifty (50) minutes; included with that time, all faculty shall be available for student supervision ten (10) minutes before and ten (10) minutes after the student day.

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

Faculty shall be required to attend a predetermined number of meetings per school (Table 2) year. One (1) per month shall be a general faculty meeting and the remainder shall be scheduled at least three (3) months in advance for professional development, data review, grade level or departmental meetings, and curriculum

development.

Since many professional obligations of faculty, such as meetings with colleagues for co-planning or data review, meetings with parents, consultation, or working with students for extra help or make-ups, cannot be met within the school day, faculty shall be required to stay one (1) additional hour each week, at a minimum, scheduled at their own discretion. Each faculty shall provide a schedule of their discretionary time to their principal at least one week in advance. Discretionary time use must fall in one of the following categories:

- meetings with parents,
- working with students, OR
- working collaboratively\* with one or more colleagues (data, co-planning, text-based
- discussions, critical friends groups, or similar professional activities)

Additionally, every effort shall be made to meet the needs of students through schedules that align with late buses, whenever appropriate.

\* exceptions to the requirement to work collaboratively can be made at the discretion of the principal

All bargaining unit members may be required to attend up to 2 scheduled evening events which may include, but are not limited to, parent faculty conferences, orientations, and showcases. Faculty attendance at each event shall be limited to two (2) hours. The administration will seek input from building representatives when determining the start and end time of each event. The School Committee reserves the right to adjust the students' school day to accommodate D.E.S.E. student learning time regulations. If an additional section of a course at the secondary level is required due to student enrollment, or other reason, and there is no staff available to teach such a section within the normal work day, a faculty who is appropriately certified may apply to cover the class. The faculty will be compensated at a rate of \$5,000 per class, per semester.

TABLE 2		
Time Frame	Monthly Obligation	Additional Time
2020 - 2021	8 hours as directed by Admin. 7 hours. 2 one (1) hour long meetings a month, and 5 hours of student help	None
Fall 2021 (Sept - Dec)	7 hours. 2 one (1) hour long meetings a month, and 5 hours of student help	2 hours after school as directed by the Admin. to focus on curriculum development or data analysis. (Admin may combine these hours with an existing meeting, but no more than 2 consecutive hours may be scheduled. These will be scheduled at the start of school.)
Spring 2022 (Jan - June)	6 hours. 2 one (1) hour long meetings a month, and four (4) hours of in-person or virtual student help.	None
2022 - 2023	6 hours. 2 one (1) hour long meetings a month, and four (4) hours of in-person or virtual student help.	In the fall (Sept - Dec): 2 hours after school as directed by the Admin. to focus on curriculum development or data analysis. (Admin has the ability to combine these hours with an existing meeting, but no more than 2 consecutive hours may be scheduled. These will be scheduled at the start of school.)

## XVI. Substitute Teachers

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

## XVII. Vacancies and New Positions

A vacancy shall be defined as:

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

The Superintendent or their designee shall post all vacancies no less than two (2) weeks prior to the closing of applications. Postings will include roles and responsibilities of the position, qualification requirements, compensation, start and end dates, and to whom the person would report. Qualifications will not be changed without notice to the Association and to any member who has requested information on qualifications. Bargaining unit members will be notified as to whether or not they have been appointed to a position. Notification of vacancies in July or August will be made to each member of the Education Association of Leicester either by email, mail at their summer address or with their paychecks. Faculty who have submitted an application for a new position or vacancy will be given equal consideration with faculty who apply from outside the system.

## XVIII. Transfers

### A. Voluntary Transfers

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

### B. Involuntary Transfers

1. Involuntary transfers may be necessary when there is a change in population or for other reasons. An involuntary transfer will be made only after an initial meeting between the faculty involved and the Superintendent or designee at which time the faculty will be notified of the reasons for the transfer. The member affected must be present or must waive his/her/their right to be present.
2. Within three (3) school days the affected member may request a second meeting with the Superintendent or designee to present any additional information that could affect the process. The Superintendent, after consultation with the Association, shall render a decision within five (5) school days following this meeting. The Superintendent's decision is not subject to the grievance procedure.
3. Involuntary transfers when there is a change in population
  - a) When a reduction in the number of faculty in a particular school is necessitated by a change in the student population or other unusual circumstances, qualified volunteer(s) from that school for other position(s) will be sought by the administration prior to taking

steps toward an involuntary transfer.

- b) If there are no volunteers, the least senior faculty in the affected certification area shall be transferred.
- c) Notification must be made by May 15.

4. Involuntary transfers for other reasons

- a) When an involuntary transfer is necessitated by some reason other than a reduction in pupil enrollment in a particular school, a faculty's area of competence, major and /or minor field of study, length or service, and other relevant factors shall be considered in determining which faculty will be transferred.
- b) The Association and District recognize the transfer of members in the middle of semesters or years disrupts the educational process and interferes with optimum member performance and should be avoided whenever possible. Some such transfers, however, may be unavoidable to support the operational needs of the school district when unforeseen circumstances, such as, but not limited to, reductions in funding or with noncompliance with new or existing state/federal mandates occur.
- c) Notice to transfer a faculty involuntarily under this subsection shall be given to the affected faculty, in writing, including a statement of reasons therefore, as soon as practicable.

## XIX. Professional Improvement (Coursework)

- A. Approval: One course approval may be submitted per member per semester (Summer 1 ending on or before June 30, Summer 2 ending after June 30, Fall and Spring) for reimbursement, while additional courses may be approved for credit only. All courses in which graduate credit is submitted for advancement to a higher salary shall be taken from an accredited college or university, must have significant academic rigor and relevance, and must be approved in advance by the Superintendent of Schools. Such approval will not be unreasonably withheld.

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

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

- B. Reimbursement: Bargaining unit members seeking reimbursement in addition to approval of credits shall be subject to the following conditions:
  - 1. Bargaining unit members who are on the start lane will not be eligible for course reimbursement.

2. Reimbursement for courses will be provided upon attainment of a B (80%) or better grade and submission of all required paperwork/forms.
  3. Within a particular fiscal year, bargaining unit members may apply for reimbursement of two courses. One course will be reimbursed at a rate not to exceed that of Worcester State University and if necessary, the other will be reimbursed at a rate not to exceed 50% of Worcester State University.
  4. All courses for reimbursement must be approved by the Superintendent prior to matriculating into the course. If approval is not granted by the Superintendent prior to the first day of the course, the District may not reimburse the member of the bargaining unit for any costs associated with said course.
  5. Courses for reimbursement must have significant academic rigor and relevance.
- C. Course reimbursement forms must be submitted no later than the following dates:
1. Fall semester: March 1
  2. Spring semester and full-year courses: June 30
  3. Summer Session I: September 1
  4. Summer Session II: November 1

The member shall submit a copy of the grade for the completed course for which approval has been granted. In order to facilitate the timely processing of course reimbursements, a letter from the professor, indicating the name of the course and grade earned, may be substituted for the official transcript. Also, online grades from the college website are sufficient, preliminary evidence for reimbursement. The official transcript or grade report shall be submitted to Central Office once it is available. Faculty will forfeit the course reimbursement if the applicable deadline dates are missed. Faculty will notify the superintendent as soon as possible if they are not taking a previously approved course. No reason need be given.

- D. Faculty who will be moving across the Salary Schedule shall notify the Superintendent, in writing, he/she/they has met the corresponding credit requirements no later than the close of the first day of the school year. Faculty will provide official transcripts with this letter. For courses in which official transcripts are not yet available, a letter from the professor, indicating the name of the course and grade earned, may be substituted for the official transcript. The official transcript shall be submitted to Central Office once it is available. Faculty who fail to notify the Superintendent by this deadline shall not be moved across the salary schedule until the start of the following school year.
- E. The district shall form a Professional Development Committee with equal representation from administration and bargaining unit members. This committee will be charged with developing a professional development plan, including agendas for the three professional development days and the professional development half-days based on the District's Strategic Plan, School Improvement Plans, and faculty-identified professional development initiatives.
- F. Any bargaining unit member who successfully completes the SEI course will be granted 3 "Leicester credits" for movement on the salary scale. Any member that wishes to purchase graduate credits, may do so with no reimbursement.

## XX. Mentoring

- A. The District, in consultation with the EAL, shall develop a mentoring program that will serve to support new faculty and, when appropriate, faculty who have changed assignments
- B. A newly hired faculty will be assigned to a trained certified mentor faculty for the duration of one school year. The mentor faculty will be compensated with an annual stipend (please see Appendix B) for each faculty assigned, inclusive of a minimum of thirty (30) hours of supervision for year one, which will be documented. Such a stipend will be paid in two equal installments.

Members of the EAL will be given full consideration for appointment to the Mentor Coordinator position and will be compensated in accordance with Appendix B of the collectively bargained agreement between the Leicester Public Schools and the EAL.

In conjunction with the superintendent and his/her/their designee, the Mentor Coordinator must be trained before assuming responsibilities of this position. He/she/they will work with the superintendent and his/her/their designee to maintain a mentoring program that follows the guidelines set forth by the Department of Elementary and Secondary Education.

The Mentor Coordinator will offer training every two years for new mentors and a refresher every five years for existing mentors.

## XXI. Management Clause

- A. Management of the School Department and schools, the direction of the working force, and the general affairs of the School Department is vested exclusively in the Superintendent under the direction of the School Committee, subject to the provisions of this agreement and in accordance with state law. This includes the right to hire, transfer, suspend, discipline, discharge, and lay off due to a lack of work and a lack of funds, the right to determine curriculum, teaching programs, class size, scheduling, and to assign staff, determine shifts and supervision of each employee. It includes the right to promote, demote, the right to establish reasonable rules, regulations and conditions concerning the operation and management of the schools. It is agreed that the School Committee and the Superintendent of Schools will use none of these rights for the purpose of discrimination against any member of the bargaining unit.
- B. There shall be no strikes, work stoppages or interruption or impeding of work. No officer or representative of the Education Association of Leicester shall authorize, instigate, support and/or condone any such activity. There shall be no lockout.
- C. The Administration, upon request, will provide assistance in the processing of licensure information with DESE with the understanding that employees bear the ultimate responsibility for the maintenance of proper licensure for the position in which they are employed. Failure to maintain licensure may result in termination of employment at the sole discretion of the Superintendent.
- D. None of the above items shall be contrary to state law.

## XXII. Just Cause

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

## XXIII. Evaluation

The DESE model evaluation tool/process will be used to evaluate faculty both with and without professional status. This process includes classroom visits (observations), goal-setting, and reflection from student feedback and from student assessments.

The frequency of observations will be between 2 and 4 per year unless both the evaluator and educator mutually agree that more or fewer should be done due to unforeseen 18 circumstances. There will be no more than two (2) observations of a member each month, each up to twenty (20) minutes in length.

Faculty will choose a minimum of two goals, which include one student learning goal and one professional practice goal. These goals must be created from student survey data. The means to measure progress towards these goals will be included with the goal and will include common assessment(s) where appropriate and available.

Common assessment data as well as student survey data will be used during the goal-setting process. Neither will be used as direct measures of faculty effectiveness.

The District and Association agree to work together to discuss potential changes to this process through the work of an evaluation committee, consisting of educator representatives from each of the schools as well as representatives from administration. This committee will meet at least twice yearly

Although time on learning is expected everyday, evaluations will not take place during:

- The first full week and last full week of the school year.
- A day where the student/faculty schedule/routine is significantly disrupted.
- Standardized testing days.

## XXIV. Reduction in Force

- A. It is recognized that it is within the sole discretion of the Leicester School Committee to reduce staff, if necessary, because of a decrease in enrollment, fiscal restraint, lack of funds, or any other reason sufficient under the General Laws of Massachusetts. Whenever possible, necessary reduction in force shall be accomplished through natural attrition.
1. Any professional status faculty that is subject to a reduction in force shall be notified in writing and meet with their building principal prior to public notification.
  2. Within three (3) school days, the affected member may request a meeting with their building principal and/or the superintendent to present any additional information that could affect the process.
  3. In the event the School Committee finds a need to reduce bargaining unit positions, the following termination/layoff process shall be effectuated within certification areas. Within a certification area, the most junior tenured faculty teaching therein shall be terminated/laid off first, except that the Committee may retain a junior tenured faculty when, in the judgment of the Committee, such junior faculty can be shown to be demonstrably superior in performance and/or relevant qualifications as they pertain to a specific certified position. The Committee must be prepared to substantiate the basis upon which such a decision is made.
  4. A professional status bargaining unit member to be laid off may replace the most junior staff person in any other certification area, provided the displaced bargaining unit member is certified in the discipline. However, in the event the displaced member holds more than two (2)

certifications, he/she/they may only exercise his/her/their bumping rights into the discipline where the most junior member resides.

Any bargaining unit member who is bumped out of his/her/their position through the application of this paragraph is also entitled to exercise any bumping rights he/she/they may have available. However, as in the case in sub-paragraph 3, the Committee may retain a junior tenured faculty over a more senior tenured faculty when, in the judgment of the Committee, the junior tenured faculty is demonstrably superior in performance and/or relevant qualifications as they pertain to a specific position. The Committee must be prepared to substantiate the basis upon which such a decision is made.

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

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

1. Seniority (Senior) - a faculty's length of service as an employee of the Leicester School Committee in years, months, and days in the system commencing with the date of initial employment. All leaves of absence excluding paid leaves and leave for the military service shall be considered non-active service and shall not be included in determining the total length of active service.
2. Certification - shall mean that the employee has on file with the Office of the Superintendent evidence that he/she/they possess a license or certification from the Department of Secondary and Elementary Education (DESE). Such evidence must be on file by April 1 of each school year.
3. With respect to the Seniority and Certification, a list shall be published within forty-five (45) school days after school opens each year, showing the status of each faculty in the system. Within thirty (30) school days of the publication of the list, a faculty must notify the superintendent of any disagreement regarding his/her/their listed status. Said disagreement should be resolved within fifteen (15) school days, or be referred to the School Committee for resolution.

### **C. Recall Rights**

1. Bargaining unit members shall be entitled to recall rights. Recall rights shall last for two years from the September following the effective date of their layoff. Members shall hold rights of recall to any position they hold certification for both prior to termination and any certification they acquire during this time, providing they can show that they are up to date in that area.
2. Prior to a bargaining unit member's last day in the district, they will inform the Office of the Superintendent with two (2) methods for them to be notified of an available position. The Office of the Superintendent will make multiple efforts to inform laid-off bargaining unit members of available positions.
3. When the bargaining unit members return, they are granted their same standing as upon leaving; with it delineated that they would begin with the same amount of time in (seniority) as when they left, the pay and professional standing would be about the same.

## XXV. Grievance Procedure

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

**Level One:** The aggrieved employee shall first discuss the problem with his/her/their immediate supervisor, i.e. Principal, Assistant Principal, Director of Student Services.

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

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

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

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

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

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

## XXVI. Waiver and Completeness

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

## XXVII. Duration

This contract shall continue in effect to and including June 30, 2023, and shall thereafter automatically renew itself for successive terms on one (1) year each unless by October 1 next prior to expiration of the contract year involved either the Committee or the Association shall have given the other written notice of its desire to modify or terminate this Contract.

## XXVIII. Notice of Retirement and Resignation

- A. **Early Retirement Incentive** - A faculty with twenty-five (25) or more years of employment with the Leicester School District who intends to retire at the end of any school year and give notice of that intent in writing to the Committee prior to November 1 of the year he/she/they intends to retire and who is between the ages of ages of 55 and 60 (prior to 61st birthday) shall be entitled to a separation bonus of eight thousand five hundred (\$8,500.00) dollars. Such bonus shall be paid not later than July 30 of the year in which the retirement takes place.

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

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

- B. **Notice of Retirement** - Faculty intending to retire and who shall not apply for the Early Retirement Incentive, shall provide the District with six (6) months written notice of intent to retire. This notice shall not be required in the event faculty has a change in life status or for other compelling reasons. Failure to provide said notice shall result in the loss of all accrued benefits, including the sick leave buy back. Such notice shall be revocable until the effective date of retirement upon showing of reasonableness. Permission to rescind or revoke notice shall not be unreasonably denied. (Notice for Early Retirement Incentive will continue as required under that Article.) The superintendent may at his/her/their discretion waive this notice requirement.
- C. **Notice of Resignation** - Faculty who resigns his/her/their positions shall provide the District with forty (40) days written notice of intent to resign. Upon a showing of reasonable cause, or if a suitable replacement is found, the bargaining unit member will not have to work out the notice period.

XXIX. Release Time for EAL President

For the purpose of conducting educational business or assisting the administration with educational matters, the President of the EAL or his/her/their designee, shall be allowed up to fifteen (15) days, or parts thereof, per school year for the purpose of carrying out such business. The Superintendent of Schools shall have the discretion to grant the days.

XXX. Part-Time Faculty

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

XXXI. Longevity

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

Table 3	
# Years in Leicester	FY21, FY22, FY23
15-19	\$450/year
20-24	\$750
25-29	\$1,250
30+	\$2,000

XXXII. Job Sharing

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

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

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

- a. The manner in which the job is to be shared, e.g. the percentage of the job each to work

- b. The position to be shared
- c. Any other relevant information to the implementation of the proposal.

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

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

- a. Both faculty shall work the first, second, and last day of the student school year
- b. When appropriate, both faculty shall attend parent/faculty conferences
- c. In the event that one of the faculty is absent, the partner faculty shall make every reasonable effort to cover the class. On such days the partner faculty shall either be paid his/her/their per diem rate of pay. (For these purposes, the per diem rate of pay shall be defined as 1/183 of the partner faculty annual salary.”
- d. The total cost of job sharing shall not exceed the cost of one (1) faculty in terms of salary, benefits, and health insurance.

**Term:** The term of the job sharing shall be for one (1) school year and the partner faculty shall return to their respective assignments beginning with the school year following the school year during which the job was shared. If the partner faculty wishes to extend the job sharing beyond one (1) school year, they shall apply in accordance with the Application provision of this Article.

## Appendix A: Faculty Salary Schedule

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

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

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

**Table 4****2020 - 2021 (1.5% Increase)**

Step	B	B+15	Start Lane	M	M+15	M+30	M+45	M+60
1			\$51,564	\$51,564	\$53,453	\$55,319	\$55,685	\$58,280
2			\$53,727	\$53,727	\$55,602	\$57,470	\$58,948	\$60,428
3			\$56,668	\$56,668	\$58,578	\$60,484	\$61,962	\$63,438
4			\$59,123	\$59,123	\$61,030	\$62,944	\$64,419	\$65,890
5			\$62,452	\$62,452	\$64,390	\$66,328	\$68,296	\$70,258
6	\$61,077	\$63,008		\$64,946	\$66,873	\$68,808	\$70,287	\$71,768
7		\$66,081		\$68,034	\$70,261	\$72,201	\$73,680	\$75,154
8		\$68,859		\$70,801	\$73,305	\$75,240	\$76,722	\$78,190
9				\$73,621	\$76,355	\$78,313	\$79,786	\$81,260
10				\$76,355	\$79,415	\$81,359	\$82,841	\$84,319
11				\$79,413	\$82,591	\$84,615	\$86,154	\$87,692

**2021 - 2022 (1.5% Increase)**

Step	B	B+15	Start Lane	M	M+15	M+30	M+45	M+60
1			\$52,337	\$52,337	\$54,255	\$56,148	\$56,520	\$59,154
2			\$54,533	\$54,533	\$56,436	\$58,332	\$59,832	\$61,334
3			\$57,518	\$57,518	\$59,456	\$61,391	\$62,891	\$64,389
4			\$60,010	\$60,010	\$61,945	\$63,888	\$65,385	\$66,878
5			\$63,389	\$63,389	\$65,355	\$67,323	\$69,321	\$71,312
6	\$61,993	\$63,953		\$65,920	\$67,876	\$69,840	\$71,341	\$72,844
7		\$67,072		\$69,055	\$71,315	\$73,284	\$74,785	\$76,281
8		\$69,891		\$71,863	\$74,405	\$76,369	\$77,873	\$79,362
9				\$74,725	\$77,501	\$79,488	\$80,983	\$82,479
10				\$77,501	\$80,606	\$82,580	\$84,084	\$85,584
11				\$80,604	\$83,829	\$85,885	\$87,447	\$89,007

**2022 - 2023 (1.5% Increase)**

Step	B	B+15	Start Lane	M	M+15	M+30	M+45	M+60
1			\$53,123	\$53,123	\$55,069	\$56,991	\$57,368	\$60,042
2			\$55,351	\$55,351	\$57,282	\$59,207	\$60,730	\$62,254
3			\$58,381	\$58,381	\$60,348	\$62,312	\$63,834	\$65,355
4			\$60,910	\$60,910	\$62,875	\$64,847	\$66,366	\$67,881
5			\$64,340	\$64,340	\$66,336	\$68,333	\$70,361	\$72,382
6	\$62,923	\$64,913		\$66,909	\$68,895	\$70,888	\$72,411	\$73,937
7		\$68,078		\$70,091	\$72,385	\$74,383	\$75,907	\$77,425
8		\$70,940		\$72,941	\$75,521	\$77,514	\$79,041	\$80,553
9				\$75,846	\$78,663	\$80,680	\$82,198	\$83,716
10				\$78,663	\$81,815	\$83,818	\$85,345	\$86,868
11				\$81,813	\$85,087	\$87,173	\$88,758	\$90,342

## Appendix B & C: Extra-Curricular and Athletics

All positions on Appendix B and C are annual positions.

- Postings will include roles and responsibilities of the position, qualification requirements, compensation, start and end dates, and whom the person would report to. The hiring procedure will be the same as that in Article XXI.
- The district reserves the right not to fill any position on Appendix B (Table 5) and C (Table 6).
- If during the lifetime of this contract either the School Committee or the E.A.L wishes to add stipends to Appendix B or C, they may do so at a meeting of the EAL's Executive Board with the Superintendent.

<b>Table 5</b>			
<b>High School</b>			
Position	FY 20 - 21	FY 21 - 22	FY 22 - 23
Arrow	\$1,931	\$1,959	\$1,989
Art Club	\$1,902	\$1,931	\$1,960
Drama	\$2,685	\$2,725	\$2,766
Freshman Advisor x2	\$595	\$604	\$613
Junior Advisor x2	\$1,190	\$1,207	\$1,226
Math Team	\$1,931	\$1,959	\$1,989
National Honor Society	\$1,902	\$1,931	\$1,960
Senior Advisor x2	\$1,487	\$1,509	\$1,532
Sophomore Advisor x2	\$595	\$604	\$613
Student Council	\$2,645	\$2,685	\$2,725
Yearbook	\$2,934	\$2,978	\$3,023
<b>Middle School</b>			
Art Club	\$1,487	\$1,509	\$1,532
Band	\$1,487	\$1,509	\$1,532
Chorus	\$1,487	\$1,509	\$1,532
Drama	\$1,487	\$1,509	\$1,532
National Junior Honor Society	\$1,487	\$1,509	\$1,532
Newspaper	\$1,487	\$1,509	\$1,532
Student Council	\$1,487	\$1,509	\$1,532
Yearbook	\$1,487	\$1,509	\$1,532
<b>Elementary School</b>			
Band	\$1,487	\$1,509	\$1,532
Chorus	\$1,487	\$1,509	\$1,532
<b>Other</b>			
AP Coordinator	\$543	\$551	\$559
Curriculum Development	\$30/hour		
Home Instruction/tutoring	\$30/hour		
Lead Teacher	\$2,666	\$2,706	\$2,747
Mentor Coordinator (max. of 2)	\$1,190	\$1,207	\$1,226
School-to-Career Coordinator	\$1,190	\$1,207	\$1,226
Teacher Mentor	\$1,207	\$1,225	\$1,243

<b>Table 6A</b>				
<b>Athletic Director</b>				
Years of Experience	1 - 2	3 - 4	5 - 6	7+
2020 - 2021	\$6,510	\$7,596	\$8,681	\$9,766
2021 - 2022	\$6,608	\$7,710	\$8,812	\$9,913
2022 - 2023	\$6,707	\$7,826	\$8,944	\$10,062

<b>Table 6</b>			
<b>Athletics Coaches and Assistants</b>			
	2020 - 2021	2021 - 2022	2022 - 2023
<b>Coaches</b>			
Assistant to AD	\$1,783	\$1,810	\$1,837
Head Football	\$6,697	\$6,797	\$6,899
Head Basketball (Boys & Girls)	\$5,688	\$5,773	\$5,860
Head Baseball	\$4,352	\$4,418	\$4,484
Head Softball	\$4,352	\$4,418	\$4,484
Head Soccer (Boys and Girls)	\$4,352	\$4,418	\$4,484
Track (Boys and Girls)	\$4,352	\$4,418	\$4,484
Tennis (Boys and Girls)	\$3,356	\$3,406	\$3,457
Field Hockey	\$4,352	\$4,418	\$4,484
Golf	\$3,356	\$3,406	\$3,457
Cross Country	\$3,356	\$3,406	\$3,457
Cheerleading (Fall)	\$3,356	\$3,406	\$3,457
JV Baseball	\$3,013	\$3,058	\$3,104
JV Basketball (Boys and Girls)	\$3,347	\$3,398	\$3,449
JV Field Hockey	\$3,347	\$3,398	\$3,449
JV Soccer (Boys and Girls)	\$3,347	\$3,398	\$3,449
JV Softball	\$3,013	\$3,058	\$3,104
Indoor Track	\$3,356	\$3,406	\$3,457
<b>Assistants</b>			
Football (maximum of 3)	\$3,347	\$3,398	\$3,449
Indoor Track	\$1,356	\$1,376	\$1,397
Track & Field	\$2,510	\$2,548	\$2,586
Other			
Freshman Basketball	\$2,510	\$2,548	\$2,586
Middle School Basketball (Boys and Girls)	\$1,600	\$1,624	\$1,648
Middle School Soccer (Boys and Girls)	\$1,600	\$1,624	\$1,648
Middle School Baseball	\$1,600	\$1,624	\$1,648
Middle School Softball	\$1,600	\$1,624	\$1,648

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

**Kimberly Ferdella**  
President E.A.L.

**Dr. Marilyn Tencza**  
Superintendent of Schools