AGREEMENT
Between
THE EXECUTIVE BOARD
OF
SHORE EDUCATIONAL
COLLABORATIVE

And

THE LEA PROFESSIONAL
ASSOCIATION
LOCAL 3954, MFT, AFT, AFL-CIO

PROFESSIONAL UNIT

SEPTEMBER 1, 2014 TO AUGUST
31, 2017
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This Agreement is made and entered into this 3rd Day of March, 2015, by and between the Executive Board of Shore Educational Collaborative (hereinafter referred to as the 'Board'), and the LEA Professional Association, Local 3954, MFT, AFT, AFL-CIO, (hereinafter referred to as the "Association"). In consideration of the mutual promises herein contained, the Board and the Association hereby agree as follows:

PREAMBLE

The Shore Collaborative is a voluntary educational collaborative organized pursuant to Massachusetts GL c. 40, Section 4E, as amended. In accordance with the statute, the Collaborative is a voluntary agreement by the School Committees of Chelsea, Everett, Malden, Revere, Saugus, Winthrop and Medford, which have agreed to conduct educational programs and services jointly which permit the School Committees to supplement or strengthen school programs and services. The Collaborative and the Association declare their mutual intent to constructively work together toward the achievement of these educational objectives, supplementing and/or strengthening school programs and services, and recognize the need for maximum flexibility in directing the educational programs and policies of the Collaborative.

The Governance of the Shore Collaborative is exercised jointly by representatives from each of the member school systems which have voluntarily become parties to the Collaborative Agreement and which continue to maintain local autonomy.

WHEREAS, in concert with the educational policy of the Commonwealth of Massachusetts, it is the purpose of Shore Collaborative to provide efficient and effective solutions to educational problems confronting the member school systems, and

WHEREAS, it is also the educational policy of the Commonwealth that in the event that the Collaborative is viewed by its members as no longer serving this purpose, it should not continue.

It is resolved that in the event the Shore Collaborative as defined above ceases to exist, this Agreement should be coincidentally terminated.

ARTICLE I - FEDERATION RECOGNITION AND DEFINITIONS

A. Recognition

For the purposes of collective bargaining with respect to wages, hours and other conditions of employment, the negotiation of collective bargaining agreements and any questions arising thereunder, the Board recognizes the Association as the sole and exclusive bargaining agent and representative of all full-time and regular part-time teachers, therapists, nurses, social workers, speech and language pathologists, evaluation team teachers, and vocational trainers employed by the Shore Collaborative, excluding all others certified by the Massachusetts Labor Relations Commission in Case No. MCR-2894.

B. Definitions

1. The term "Educational Coordinator" as used in the Agreement means the responsible administrative heads of their respective programs or areas.

2. The term "teacher" or "employee" as used in the Agreement means a person employed by the
3. The term "Association Representative" as used in the Agreement means the Union Building representative or other qualified designee of the Union.

4. The term "Association" as used in the Agreement refers to the L.E.A. Professional Association, Local 3954, MFT, AFT, AFL-CIO.

5. The term "Executive Director" shall mean the person holding that position.

6. The term "Board" as used in this Agreement means the Shore Educational Collaborative Board.

7. The term Director of Student Services shall mean the Administrator responsible for the overall operations and oversight of the Student Service Division.

8. The term "parties" as used in this Agreement refers to the Board and the Association as participants in this Agreement.

9. Wherever a personal pronoun is used in the Agreement, such a pronoun shall be understood to apply equally to both male and female members of the bargaining unit.

**ARTICLE II - BOARD RIGHTS CLAUSE**

The Board and the Association agree that the Board shall retain and reserve all its statutory rights, authority and obligations in the administration of the Shore Collaborative and direction of its employees. All the functions, rights, powers and authority which the Board has now, or may be granted, or have conferred upon it, including all the customary and usual rights, powers, functions, and authority of an employer, which it has not specifically delegated or modified by this Agreement, are recognized by the Association to be retained by the Board.

No changes or modifications of this Contract shall be binding on either the Board or the Association unless negotiated, reduced to writing, and executed by the respective duly authorized representatives.

**ARTICLE III – WAIVER**

The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Board and the Association for the life of this Agreement, each voluntarily and unqualifiedly, waive the right and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subjects or matters may have not been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

**ARTICLE IV - NO STRIKE - NO LOCKOUT**

No member of the bargaining unit covered by the terms and provisions of this Agreement shall engage in,
induce, or encourage any strike, work stoppage, slowdown, or concerted effort to withhold service, whether sympathetic or otherwise. Employees engaging in such activities may be discharged or otherwise disciplined as the Board deems proper. The Executive Board will not engage in a lockout during the term of this Agreement.

ARTICLE V - GRIEVANCES

Section 1.

For the purposes of this Agreement, a grievance shall be defined as:

Any complaint by an employee covered by this Agreement that he or she has been subject to treatment in violation, misapplication or misinterpretation of a specific provision of this Agreement.

As used in this Article, the term "employee" shall mean also a group of employees having the same grievance.

Section 2.

The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to the problems affecting the welfare or working conditions of the employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

Section 3.

Nothing contained herein shall be construed as limiting the rights of any employee having a complaint to discuss the matter informally with any appropriate member of the administration and, with the agreement of the individual employee, to have the problem adjusted with or without intervention of the Association, provided that any adjustment made is not inconsistent with the terms of this Agreement.

Section 4.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum. A grievance not initiated within the specified time limits shall be deemed waived. Failure of the grievant to appeal a decision within the specified time limits will mean that the grievance is settled on the basis of the most recent disposition. Failure of the Board or its representatives to answer a grievance within the specified time limits will activate the time limits for appealing the grievance to the next step. Finally, the time limits specified may be extended only by a prior written agreement of the respective parties or their representatives.

Section 5.

Subject to the foregoing, all grievances must in all cases be processed in accordance with the steps, time limits and conditions herein set forth:

Step One - Immediate Supervisor

1. The employees shall present the grievance or dispute in writing to the Director of Student Services within ten (10) school days following the date of the incident giving rise to the grievance.

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2. Within 10 school days of receiving the grievance in writing from the employee, the employee(s) and one Immediate Supervisor of the program as well as the Director of Student Services may confer on the grievance with a view of arriving at a mutually satisfactory resolution of the complaint. At the conference, the employee may present the grievance personally or he may be represented by a Union Representative, but where the employee is represented he must be present. Whenever a grievance is presented to the Immediate Supervisor by the employee personally, the Director shall give the Union representative the opportunity to be present.

3. The Immediate Supervisor shall attempt to adjust the matter and shall respond to the employee or to the Union Representative who participated in writing within ten (10) school days after the conference described in Step One, #2 occurs.

**Step Two - Executive Director**

1. If the grievance has not been settled, it may be appealed in writing to the Executive Director within five (5) school days after the response at Step One is due.

2. The appeal shall be in writing and shall set forth specifically the act or incident and the grounds on which the grievance is based.

3. The Executive Director may meet and confer with the aggrieved employee(s) and his or her union representative, if any.

4. Where the employee is not represented by the Union at this step, the Executive Director shall furnish the Association with a copy of the appeal from Step One, together with notice of the date of the conference. In such cases, the Union may be present.

5. The Executive Director shall respond to the employee or to the Union Representative(s) who participated within eight (8) school days after receiving the appeal.

**Step Three - Arbitration**

If the decision of the Executive Director at Step two of the Grievance Procedure is unsatisfactory, only the Association may submit the grievance to arbitration as specified herein. The Association may submit the grievance to arbitration by giving the Executive Director written notice of such intention to appeal within ten (10) school days after the response under Step Two is due. This appeal to arbitration shall be in accordance with the procedures and conditions set forth in Article I.

**ARTICLE VI – ARBITRATION**

**Section 1.**

In the event either the Board or the Association elects to submit a grievance to arbitration, the arbitrator shall be selected according to, and governed by, the following procedure. The arbitration proceeding shall be conducted by an arbitrator mutually agreed to by the Board and the Association within ten (10) school days after the notice of the intention to appeal has been given. If the parties fail to agree within ten (10) school days after written notice of the intention to arbitrate, then the party demanding arbitration shall, within seven (7) school days thereafter, request the American Arbitration Association to provide a list of
available arbitrators. The arbitrator is to be selected under the provisions of the Voluntary Arbitration Rules. The parties may, by mutual agreement, submit more than one pending grievance to the same arbitrator.

Section 2.

An arbitrator shall have no power to render a decision nor substitute his or her judgment for that of the Board in those areas reserved for the discretion of the Board and said arbitrator shall have the power to render a decision only on an interpretation or application of one of the specifically expressed provisions of this Agreement. The arbitrator shall be without power or authority to add to, subtract from, or modify any of the terms of this Contract and, in reaching his decision, shall interpret the Agreement in accordance with the commonly accepted meaning of the words used herein and the principle that there are no restrictions intended on the rights or authority of the Board other than those expressly set forth herein.

Section 3.

The fees and expenses of the arbitrator's services and the proceedings shall be borne equally by the Board and the Association. However, each party shall be responsible for all the expenses of its own representative, participants, and witnesses, and for the preparation and presentation of its own case.

Section 4.

Notwithstanding anything to the contrary, no dispute or controversy shall be the subject for arbitration unless it involves the interpretation or application of a specific provision of this Agreement.

ARTICLE VII - ASSOCIATION REPRESENTATIVES AND ASSOCIATION PRIVILEGES AND RESPONSIBILITIES

Section 1. Association Representatives

A written list of Association representatives shall be furnished to the Board immediately after their designation and the Association shall promptly notify the Board of any changes.

Section 2. Association Activity at the School Level

A. Mailboxes

B. The LEA, Professional Association shall be the only labor organization to have the right to place materials in the mailboxes of all employees.

C. Meetings at Individual Schools

D. Official representatives of the Association shall have the right to schedule Association meetings of the members at the main office before or after regular work hours.

E. No Association Activity on School Time.

F. The Association agrees that unless involved in matters pertaining to a grievance, no employee will engage in union activity during the time he or she is assigned to teaching or other duties.

Section 3. Information to the Association
A. A list of personnel shall be provided to the Association in September, and shall be updated periodically during the school year.

Section 4. Agreement Copies Available

The Association will be given a clean copy of the signed Agreement. Whenever it becomes necessary for any reason to furnish copies of this Agreement to any bargaining unit employee, the Association shall be responsible for preparation, reproduction and distribution of such copies including expenditure of all labor and costs for such purpose.

ARTICLE VIII – WORKING CONDITIONS

Section 1. Class Size

A. The Board will establish and maintain class sizes in accordance with state regulations or the educational plan.

B. Therapist workload shall be reviewed by the administration periodically.

Section 2. Length of School Year

A. The normal work year for employees will be 185 days: No teacher will report to work prior to the Monday before Labor Day.

B. The calendar will be that determined by the Executive Board.

C. The Collaborative's school calendar will be distributed to employees at the beginning of the school year for information purposes, except in unforeseen circumstances. It is understood and agreed that the calendar may be subject to change during the school year.

D. Whenever schools are closed in any participating town, due to weather, safety or other community-wide reasons, the Collaborative program in that town is also closed.

E. All provisions of this contract will apply to bargaining unit members who work during the summer.

Section 3. Length of School Day

A. The workday of employees will begin and end at the time determined by the Executive Board.

B. The normal workday will begin a half-hour before school and a half-hour after school, but teachers may be required to stay until 4:00 p.m. for meetings with appropriate personnel when necessary.

C. The normal work week is five (5) working days.
D. It is understood and agreed that throughout the year employees may be required to attend no more than nine (9) after school or two (2) evening meetings per year.

E. Teachers shall sign in daily when they arrive at and leave their school for the day. Weekly timesheets are submitted to the appropriate supervisor and must be signed by employees. Signature indicates that all time is accounted for and accurately reflects work, leave or unpaid time. Unexcused absence and unexcused tardiness may be cause for discipline, loss of pay and/or dismissal.

F. It is recognized that all presently existing shift schedules may be altered to serve the best interest of the Shore Collaborative. If permanent changes in shift schedules are contemplated, the Association will be contacted for consultation concerning those changes. If it is agreed a permanent change is necessary, the Association retains its right to negotiate the impact of said change.

Section 4. Curriculum

Teachers shall be notified at the beginning of each school year as to the curriculum materials budget for their classes. Teachers shall be informed of changes in the class budget during the school year.

Section 5. Cooperating Teachers

A. Acceptance of a teacher trainee shall be voluntary. Advance notice of the assignment of a trainee shall be provided.

B. The cooperating teachers shall receive whatever is offered by the institution that provides the student teacher.

Section 6. Hiring Substitutes

If possible, substitutes will be hired to cover classes of regularly assigned teachers when they are absent.

Section 7. School Facilities and Equipment

A. Mailboxes for employees shall be provided in all schools, wherever possible and at the main office.

B. Printers, photocopiers and Computers shall be available for all employees to use for school/Shore business.

C. Teachers will not be required to do custodial duties; however, they are responsible for maintaining equipment used in connection with teaching.

Section 8. Employee Development and Training

The Shore Collaborative agrees to encourage the development and training of employees in the following manner:
A. Allow for the time schedule adjustments, which facilitate the employees' educational advancement. Any such adjustment remains at the discretion of the Collaborative Board.

B. The Administration may train professional employees in trainings mandated by regulation and policy.

C. A diversified program of in-service training shall be provided for all employees. The program will meet the needs of experienced teachers as well as new hires.

D. The Board agrees to reimburse all employees to whom this Agreement applies an amount of $100 per credit to any accredited college or university for any approved college course successfully completed for the purpose of professional development. Registration Fees will not be reimbursed.

Such tuition reimbursement shall require the approval of the Administration, in writing. For purposes of this section, successfully completed shall mean a grade of B or better. Each teacher seeking reimbursement under this section shall submit to the Executive Director evidence of payment of tuition and final grade as a precondition of reimbursement for such payment. The Board agrees to reimburse professionals approved professional development, seminars and workshops based on annual budget allocations.

Section 9. Information at School Level

A. Employees shall be notified at the beginning of the school year of the following information. The budget for their class, and the date on which all reports are due.

Section 10. Employee Files

A. There shall be only one official file for each employee and this shall be maintained in the office of the Executive Director.

B. NO material derogatory to an employee's conduct, service character, or personality shall be placed in the file unless the employee shall acknowledge the material by signing a statement indicating that he or she has read the contents but is not necessarily in agreement with them. The employee will also have the right to respond in writing to the material and to have the response placed in the file.

C. No material of anonymous authorship will be placed in the employee's file.

Section 11. Emergency Procedure

Emergency procedures for handling students when transportation is late will be clearly outlined by the Board. If a transportation problem or other emergency caused a teacher to remain beyond his or her normal schedule, the teacher will be compensated at 1 1/2 times his or her normal hourly rate.

Section 12.

All employees shall be guaranteed a half-hour lunch period whenever possible.

Section 13. Extended School Year Programs
New hires as of September 1, 1990, assigned to programs including students on Extended School Year IEP’s will be expected to work the summer schedule as part of their contract. Other teachers must notify the administration by October 15th, of the current school year, of their intention regarding the summer schedule.

Section 14. Preparation Periods

Each teacher will be guaranteed one preparation period when another professional is teaching the class (i.e. APE, Art, Music, class counseling, etc.)

Section 15. Joint Labor Management Committee

There shall be a joint labor management committee consisting of up to two professional staff and two administrators, which shall meet as needed to discuss mutual issues which can be raised by either party.

Section 16. Evaluation of Paraprofessionals

In conjunction with educational coordinators and/or designees professional staff will be responsible for evaluation of assigned/designated paraprofessionals up to 4 times a year.

ARTICLE IX - NO DISCRIMINATION

Section 1.

The Board and the Association agree that there shall be no unlawful discrimination against any employee on the basis of race, creed, color, national origin, sex, sexual orientation, marital status, age, union activity, or disability.

Section 2.

The Association will represent equally all persons without regard to membership in, or association with the activities of an employee organization.

ARTICLE X – COMPENSATION

Section 1.

See Salary Scales in Appendix – B

Section 2.

A. The Executive Director shall fix the initial salary rate of each employee entering employment. Employees shall be placed at the step appropriate for the degrees earned, previous experience, and special skills. Initial placement on the salary schedule shall not be subject to the grievance procedure.

B. Credit for prior professional experience shall be granted to new employees at the discretion of the Executive Director. For salary credit purposes a minimum of 90 days service, within a school system within one school year, shall be the basis for computing one year's experience.

Section 3.
Subject to the foregoing, employees who served a minimum of 90 days in a school year will advance one (1) step on the salary schedule for the following school year.

Section 4.

A. An employee who is employed to teach during the summer shall be compensated on a pro rata basis of his/her current salary for the proceeding school year.

B. Employees who provide professional support or participation in Shore sponsored or approved educational activities outside of their regular teaching hours during the school year or a summer session, will be compensated at the rate of $40.00 per hour. This will include but not be limited to grants, special projects, in service trainings, seminars, materials development, professional development, or workshops.

Section 5. Payments and Deductions

A. Appropriate payroll deductions will be made for federal and state taxes and for any other payroll deductions required by law.

B. Employees paychecks will be distributed semi-monthly throughout the calendar year, not to exceed twenty-four (24) paydays from September 1 to August 31. Employees may also request their total annual salary to be paid over a ten (10) month period in equal installments, provided that such request is submitted in writing to the Executive Director by July 1. If the payday falls on a holiday, then payments shall be made on the preceding workday.

C. Employees who are paid on a twelve (12) month basis may elect to receive their final two (2) months of pay on June 30 by making a written request to the Executive Director by the last school day in May.

D. If the School year ends on June 22nd or later, the last check will be issued no later than July 5th.

Section 6. Vehicle Use

A. Mileage: Employees shall receive a mileage reimbursement for authorized use of private automobiles for official school business. The rate per mile shall be calculated on the new IRS rate.

B. Employees using public transportation for official school business shall be reimbursed for the cost of all fares.

C. The employer shall reimburse related travel costs including parking and toll expenses.

D. No employee shall be required to transport any student, client, or ward of the state in his or her own vehicle.

Section 7. Longevity

All employees shall receive in addition to any other salary entitlement, a longevity stipend which shall read as follows: to be issued no later than the 30th of June.
After 10 years of service $1,000
After 15 years of service $1,250
After 20 years of service $1,500

Section 8. MCAS Alternative Assessments

Teachers who are required to submit MCAS Alternative Assessments with three (3) or more portfolios will receive one (1) day of substitute coverage to do so. Time will be scheduled for substitute coverage on month prior to the due date of the MCAS Alternative Assessments.

Section 9. Employee Leadership Positions

A. A teacher who is assigned mentoring duties by their coordinator with the approval of the Student Service Director for a particular school year will be paid an annual stipend of $1,500 per mentee for any school year that he/she is so assigned. Mentor assignments are for one (1) school year although the Student Services Director may at his/her discretion; choose to re-assign a particular teacher for successive years. The Student Services Director will consider a teacher’s certification areas and proximity to the teacher to be mentored when determining who will be assigned to a mentoring opportunity. All teachers have the option of declining mentoring assignments.

B. A teacher assigned as a Lead Teacher for a particular school year will be paid a stipend of $3,000 for any school year so assigned. Lead teachers assist both administrators and teachers in regular academic tasks relating to the academic department and/or grade level to which the Lead Teacher is assigned. Lead Teacher assignments are for (1) school year, although the Coordinator may at his/her discretion choose to re-assign a particular teacher for successive years. All teachers have the option of declining Lead Teacher assignments.

C. Employees who coordinate the following programs will receive an annual stipend of $300.00
   ✦ High and Middle School and elementary School Science Fair
   ✦ High School Yearbook
   ✦ High School/Middle School Basketball Program
   ✦ High School/Middle School Track and Field Program

ARTICLE XI – SUPPLEMENTAL BENEFITS
Health Insurance

Shore Educational Collaborative shall provide at least two health insurance plan design choices for family, individual and when possible individual plus one. The employer contribution for each plan will be 70% and the employee contribution will be 30%. An employee may choose one plan based on the procedures established by the Collaborative.

Dental Insurance

At the time of dental insurance contract renewal, but no later than July 1st the Collaborative will provide seventy 70% contribution of an enhanced dental plan.

Disability Insurance

The Shore Educational Collaborative will provide a long-term disability plan to all members of the bargaining unit. Teachers earning more than $40,000 per school year may, at their own expense, purchase additional disability coverage based on the current policy definition and limits established by the Insurance Provider.

Short Term Disability Insurance

The Shore Educational Collaborative will provide payroll deduction services for a voluntary, employee-paid short-term disability insurance plan.

Life Insurance

The Shore Educational Collaborative will provide payroll deduction services for a voluntary, employee-paid life insurance.

Parental Benefits

Maternity benefits shall be provided according to statute, twelve (12) weeks unpaid leave with no interruptions of Shore’s contribution to an employee’s health insurance benefits.

ARTICLE XII — PAID LEAVE OF ABSENCE

Section 1. Sick Leave

A. Sick leave shall be granted in the amount of 1-1/2 days per month per contract period not to exceed fifteen (15) days in any work year. Such leave not used prior to the termination of an employee's service shall lapse, and the employee shall not be entitled to any compensation in lieu thereof. Sick leave accrual shall be to a maximum of 90 days with provisions for utilization to be determined by the Board of Directors.

B. Each September 15.0 days of sick leave shall be available to each person in actual service on or before October 1 of that school year.

C. Periodically, paychecks will be adjusted to reflect used sick leave in excess of actual days earned.
D. For absence due to illness or injury for five (5) or more successive days, or when deemed necessary, a statement of verification from a physician or written justification maybe requested front and provided by the employee to a supervisor.

E. Summer Session Extended School Year Program Sick Leave.

a. Employees covered by this agreement and who are required to work a thirty (30) day Extended School Year Program will be provided two (2) sick days for the session.

F. Sick Leave Buy Back

A bargaining unit member who has used fewer than six (6) sick and/or personal days in a school year, exclusive of Sick Bank donations, may elect to redeem sick days in a lump sum cash payment one hundred and fifty (150) dollars according to the following schedule:

<table>
<thead>
<tr>
<th>Sick Days Used</th>
<th>Available for Redemption</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>8 days at $150 per day</td>
</tr>
<tr>
<td>3</td>
<td>7 days at $150 per day</td>
</tr>
<tr>
<td>4</td>
<td>6 days at $150 per day</td>
</tr>
<tr>
<td>5</td>
<td>5 days at $150 per day</td>
</tr>
<tr>
<td>6</td>
<td>4 days at $150 per day</td>
</tr>
<tr>
<td>7</td>
<td>3 days at $150 per day</td>
</tr>
</tbody>
</table>

Section 2. Parental Leave

A. Upon receipt of at least two (2) weeks written notice of the employee's anticipated date of departure and intention to return, the Board shall grant a leave of absence without pay for up to twelve (12) weeks for the purposes of parental leave (including adoption). Employees will inform the Executive Director as soon as possible regarding cessation of their services and return to work in order to enable the Collaborative to make necessary arrangements for instruction.

B. At the time of return a doctor's certificate of good health must be presented upon request.

Section 3. Religious Holidays

Requests for time off for the observation of religious holidays must be submitted in writing to the Executive Director five (5) working days in advance of the requested day; if the program should close for that date due to inadequate staffing, the staff may be required to make up that time through additional work days at the end of the school year or through additional program hours. In no instance shall time off under this article be requested for the purpose of extending a holiday or vacation.

Section 4. Professional Leave

Attendance at conference or site observation may be granted at the discretion of the Executive Director upon the receipt of a written request. This request will be granted with pay. A written report on conference attendance or site observation may be requested.
Section 5. Bereavement Leave

A. Funeral Leave will be granted in the amount of up to five (5) days for immediate family members defined as spouse, mother, father, brother, sister, son, daughter, or relative residing in the employee's household.

B. Funeral leave will be granted in the amount of up to two (2) days for family members defined as mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, and grandchild.

C. Funeral leave will be granted in the amount of one (1) day or portion thereof per school year for other relative or nonrelative bereavement.

D. One (1) additional day or portion thereof per school year for other relative or non-relative bereavement.

E. In all instances of bereavement leave, the Educational Coordinator will be contacted to arrange with the teacher the needed schedule for any bereavement leaves.

F. The Executive Director may approve up to 5 days for relative not defined as immediate family given special considerations as requested by the employee.

Section 6. Personal Leave

A. Teachers shall be granted 2 personal days. Personal days may be used for personal business, emergencies or other personal matters that cannot be scheduled outside of the school day. Personal days may not be granted if not in the best interest of the program schedule or staffing pattern for the day. Personal days shall not be granted to extend a vacation or holiday.

B. Personal days shall be applied for in writing to the immediate Supervisor (Educational Coordinator) at least five (5) days prior to the requested date.

C. Under extenuating circumstances the five (5) day period maybe waived but at least twenty-four (24) hours request must be provided, except in dire emergencies. Waivers and approvals are at the discretion of the Administration.

Section 7. Family Medical Leave Act

The Shore Educational Collaborative will adhere to the mandates of the Family Medical Leave Act. Approved FMLA leaves may not exceed the 12-week period within a twelve-month period as defined by the Act, and may not roll over in succession from either the calendar or fiscal year. Employees will adhere to the policies and procedures defined by the Act and the Collaborative.

Section 8. Small Necessities Leave Act

The Shore Educational Collaborative will adhere to the Small Necessities Leave Act. Employees will be required to use their existing leave time. In the event that an employee has exhausted their yearly-accrued leave time they may be granted additional leave under this act without pay. Employees will adhere to all of the policies and procedures of this Act as defined by the law and the Shore Educational Collaborative.

Section 9. Other Leave
Shore Educational Collaborative will provide release time without loss of pay to all employees for any school related activity or subpoenas including cases involving job related assaults.

ARTICLE XIII - UNPAID LEAVE OF ABSENCE

Leave without loss of employment status may be granted without pay upon request.

This leave pertains to such areas as long term illness, or other reasons approved by the Board.

The Shore Educational Collaborative shall adhere to all mandates of the Family Leave Act.

ARTICLE XIV - PERSONNEL EVALUATION

This Article in its entirety is in appendix A

ARTICLE XV - RESIGNATION/TERMINATION

Resignation must be in writing and submitted thirty (30) days in advance of resignation date on the part of the employee.

Termination notification shall be in writing from the Collaborative Board with fifteen (15) working days’ notice.

ARTICLE XVI - ASSIGNMENTS/TRANSFERS/PROMOTIONS

Transfers/Promotions

A. All employees are eligible to apply for transfer or for promotion to vacant positions.

B. The right of assignment remains within the sole prerogative of the Executive Board. However, in making its decision the Board will consider the needs of the Collaborative, the applicant's qualifications, licenses, work history, education and training (as it relates to the vacant position), and length of service to the Collaborative.

C. For purposes of this article, seniority shall be defined as it is defined in Article XXI. Any paid leave of absence will be counted towards seniority.

D. When a vacancy occurs in a position covered by this Agreement, the Shore Collaborative shall post a notice of the vacancy on the appropriate bulletin board at the Collaborative's Administrative Office. Notices of vacancies which occur during the summer will be mailed to the Association's representative in addition to being posted as above.

E. Members of the bargaining unit who wish to apply for the vacancy shall notify the Executive Director in writing within five days after the position has been posted.

F. The Collaborative shall select the applicant it determines most qualified for the position. When, in the determination of the Collaborative Board or its designee, the qualifications of two or more applicants from within the unit are equal, the position shall be awarded to the most senior applicant from the bargaining unit.
ARTICLE XVII - REDUCTION IN FORCE

In the event the Board determines to reduce the number of employees in the bargaining unit by layoff during the term of this Agreement, where qualifications are equal, the order of layoff shall be in reverse order of seniority as an employee of the Shore Collaborative. Qualifications shall consist of evaluation and professional capabilities, such factors to be determined solely by the Collaborative Board in a non-arbitrary or capricious manner.

For purpose of this article, total continuous time as a full-time professional employee of Shore Collaborative, in a permanent position covered by this Agreement, in months and days shall be used to compute an employee's length of service (seniority). An employee shall acquire seniority beginning from the date of his or her employment.

For the purposes of this article, the length of service of an employee shall be broken and no prior periods of employment with the Board shall be counted if such employee:

A. voluntarily resigns his or her employment; or

B. is discharged for cause.

An approved leave of absence shall not constitute a break in service, for purposes of this article, however seniority shall not continue to accrue during such leave. Each fall the Executive Director shall post a seniority list of all employees covered by this Agreement. The list shall show date of hire and the program in which the employee is working, and a copy will be forwarded to the President of this Association. This list shall be deemed to be accurate unless challenges to its accuracy are submitted in writing to the Executive Director within fifteen (15) working days from publication of the list.

An employee who is on layoff shall, for one (1) school year after the effective date of layoff retain first preference to recall rights in inverse order of layoff to a position from which he or she is laid off provided he or she is qualified, certified, and meets the needs of the Collaborative. If a laid off employee refuses an offer of recall, his or her name shall be removed from the recall List, and recall rights shall be terminated.

ARTICLE XVIII - DUES CHECKOFF

Section 1.

The employee may authorize payroll deduction for Association dues. Such authorization may be revocable as provided by law, and shall be submitted on the appropriately signed dues deduction card (see Appendix B).

Section 2.

The signed dues deduction authorization cards, which shall be distributed and collected by the Association, must be received by the Executive Director upon being given thirty (30) days notice in writing that the employee wishes to withdraw this authorization.

Section 3.

The Association shall identify and save the Board and/or towns of Chelsea, Malden, Everett, Medford, Revere, Saugus and Winthrop harmless against all claim, demands, suits or other forms of liability which
may arise by reason of liability which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this article.

ARTICLE XIX - NEW ISSUES

The parties may at any time during the effective life of this Agreement mutually agree to negotiate regarding issues arising from unforeseen circumstances which affect employees.

ARTICLE XX - Severability and Savings

Section 1.

If any provision of this Contract shall be found to be contrary to law, then such provision shall not be applicable or enforced except to the extent permitted by law.

Section 2.

In the event that any provision of this Contract is found to be contrary to law, all other provisions of this Contract shall remain in effect.

ARTICLE XXI - Dress Code

Employees are not permitted to wear clothing with rips and/or tears, faded and/or worn out; clothing with derogative slogans, and/or pictures; advertising of tobacco products, drugs, alcohol, illegal substances; tank tops/halter tops, clothing which displays one’s bare belly/midriff cleavage; low rise jeans that expose hips; sweat pants, visible underwear (including tops and bottoms, straps and waistbands) no caps or any other head coverings; items that are spandex. As needed, from time to time changes in the dress code will be discussed with the union leadership and mutually agreed upon changes will be conveyed by the Executive Director, in writing to all members.

ARTICLE XXII - Duration

This Agreement and each of its provisions shall be in effect as of September 1, 2014, and shall continue in full force and effect until August 31, 2017, and shall renew itself from year to year, unless either party notifies the other party by certified mail no later than October 1, 2016, or any other October thereafter of its desire to terminate or modify the present Agreement.

ARTICLE XXIII - Agency Fee

As a condition of employment, members of the bargaining unit who are not members of the LEA Professional Association, Local 3954, MFT, AFT, AFL-CIO shall pay to the LEA Professional Association an agency service fee. Such fee shall be a percentage of union dues and will represent that portion of union dues which is commensurate with the cost of collective bargaining and contract administration. This provision is subject to any rules and regulations of the MLRC.

ARTICLE XXIV - Discipline

No employee with three (3) or more years of service at the collaborative, shall be disciplined or discharged without just cause.
IN WITNESS THEREOF, the Board has caused this instrument to be duly executed by its authorized designees and the Association acting in behalf of the employees has caused this instrument to be signed by its proper officers hereunto duly authorized the day and year first written above.

LEA PROFESSIONAL ASSOCIATION

\[\text{Signature}\]

March 3, 2015

SHORE EDUCATIONAL COLLABORATIVE

\[\text{Signature}\]

March 3, 2015
FY2013-2014 Teacher Salary Scale

2% Increase & Add Steps 11 and 12. FY 13 Step 10 becomes Step 12 in FY 14

<table>
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<tr>
<th>STEP</th>
<th>BACHELOR HOURLY RATE</th>
<th>BACHELOR DAILY RATE</th>
<th>BACHELOR ANNUAL SALARY</th>
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<th>MASTER DAILY RATE</th>
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Based on 185 days.

Longevity:
- After 10 years of service: 750.00
- After 15 years of service: 950.00
- After 20 years of service: 1,250.00

Lead Stipend = $3,000

Summer Pro-Rated Masters

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<tr>
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Summer Pro-Rated Lead Stipend

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### FY2014-2015 Teacher Salary Scale

2% Increase to Steps 1-4; 2.5% Increase to Steps 5-8; 3% Increase to Steps 9-12

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<th>BACHELOR ANNUAL SALARY</th>
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Based on 185 days.

**Longevity:**
- After 10 years of service = $1,000.00
- After 15 years of service = $1,250.00
- After 20 years of service = $1,500.00

**Lead Stipend = $3,000**

### Summer Pro-Rated Lead Stipend

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<th>PROGRAM</th>
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Based on 30 days.

9/1/2014 – 8/31/2017
### 2015-2016 Teacher Salary Scale

#### Increase to Steps 1-4: 2.5% Increase to Steps 5-9: 3% Increase to Steps 9-12

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</table>

Based on 185 days.

#### Longevity:

- After 10 years of service = 1,000.00
- After 15 years of service = 1,250.00
- After 20 years of service = 1,500.00

Lead Stipend = $3,000

#### Summer Pro-Based Lead Stipend

<table>
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<tr>
<th>PROGRAM</th>
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<th>DAILY STIPEND</th>
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Based on 39 days.

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9/1/2014 – 8/31/2017
### FY2016-2017 Teacher Salary Scale

#### 2x Increase to Steps 1-4: 3x Increase to Steps 5-8: 3x Increase to Steps 9-12

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Based on 185 days.

**Longevity:**
- After 10 years of service: 1,000.00
- After 15 years of service: 1,250.00
- After 20 years of service: 1,500.00

**Lead Stipend:** $3,000

---

### Summer Pro-Rated Lead Stipend

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<tr>
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Based on 30 days.
FY2013-2014 Clinical Staff Salary Scale

2% Increase & Add Steps 11 and 12. FY 13 Step 10 becomes Step 12 in FY 14

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<th>BACHELOR DAILY RATE</th>
<th>BACHELOR ANNUAL SALARY</th>
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Based on 185 days.

Longevity:
After 10 years of service = 750.00
After 15 years of service = 950.00
After 20 years of service = 1,250.00

Lead Stipend = $3,000

Summer Pro-Rated Masters

<table>
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<tr>
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Summer Pro-Rated Lead Stipend

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Shore Educational Collaborative

FY2014-2015 Clinical Staff Salary Scale

2% Increase to Steps 1-4; 2.5% Increase to Steps 5-8; 3% Increase to Steps 9-12

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<th>STEP</th>
<th>BACHELOR HOURLY RATE</th>
<th>BACHELOR DAILY RATE</th>
<th>BACHELOR ANNUAL SALARY</th>
<th>MASTER HOURLY RATE</th>
<th>MASTER DAILY RATE</th>
<th>MASTER ANNUAL SALARY</th>
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Based on 185 days.

Longevity:
After 10 years of service = 1,000.00
After 15 years of service = 1,250.00
After 20 years of service = 1,500.00

Lead Stipend = $3,000

Summer Pro-Rated Lead Stipend

<table>
<thead>
<tr>
<th>PROGRAM</th>
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<th>LEAD STIPEND</th>
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<tr>
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Based on 30 days
Shore Educational Collaborative

FF2015-2016 Clinical Staff Salary Scale

2% Increase to Steps 1-4; 5% Increase to Steps 5-8; 3% Increase to Steps 9-12

<table>
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<tr>
<th>STEP</th>
<th>BACHELOR HOURLY RATE</th>
<th>BACHELOR DAILY RATE</th>
<th>BACHELOR ANNUAL SALARY</th>
<th>MASTER HOURLY RATE</th>
<th>MASTER DAILY RATE</th>
<th>MASTER ANNUAL SALARY</th>
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<th>ANNUAL 2% MASTER'S ANNUAL STIPEND</th>
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Based on 186 days.

Longevity:
- After 10 years of service: 1,000.00
- After 15 years of service: 1,250.00
- After 20 years of service: 1,500.00

Lead Stipend = 93,000

Summer Pro-Rated Lead Stipend

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Based on 30 days.

9/1/2014 – 8/31/2017
## Shore Educational Collaborative

### FT2016-2017 Clinical Staff Salary Scale

**2% Increase to Steps 1-4; 2.5% Increase to Steps 5-9; 3% Increase to Steps 10-12**

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<td>82,245.32</td>
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<td>12</td>
<td>49.04</td>
<td>392.32</td>
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<td>36.10</td>
<td>407.28</td>
<td>85,346.88</td>
<td>1,000.00</td>
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<td>85,346.88</td>
<td></td>
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</tbody>
</table>

Based on **286 days**

**Longevity:**
- After 10 years of service = 1,000.00
- After 15 years of service = 1,260.00
- After 20 years of service = 1,500.00

**Lead Stipend** = 83,000

### Summer Pro-Rated Lead Stipend

<table>
<thead>
<tr>
<th>PROGRAM</th>
<th>DAILY RATE</th>
<th>LEAD STIPEND</th>
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</thead>
<tbody>
<tr>
<td>105</td>
<td>16.22</td>
<td>486.60</td>
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</tbody>
</table>

Based on **30 days**
MEMBERSHIP APPLICATION

[Logo: A Union of Professionals]

LEA PROFESSIONAL ASSOCIATION
LOCAL 3954

Name: ________________________________
Address: ________________________________
Cell phone: ________________________________
Personal (non-work) email: ________________________________
☐ professional unit ☐ paraprofessional unit
School: ________________________________

MEMBERSHIP APPLICATION AND AUTHORIZATION FOR DUES DEDUCTION

I hereby request and accept membership in LEA Professional / Paraprofessional Association Local 3954 and I agree to abide by its Constitution and Bylaws. I authorize the union and its successor or assignee to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my employer.

Signature __________________________ Date __________________________

Effective immediately, I hereby authorize and direct my Employer to deduct from my pay each pay period and transmit to LEA Professional / Paraprofessional Association Local 3954 membership dues in the amount established or revised by the LEA Professional / Paraprofessional Association Local 3954 in accordance with the Union’s Constitution and ByLaws. There shall be no change in the amount of dues deducted without 60 days prior notice to me by LEA Professional / Paraprofessional Association Local 3954. If for any reason my Employer fails to make a deduction, I authorize the Employer to make such deduction in the subsequent payroll period.

I recognize that my authorization of dues deduction, and continuation of such authorization from one year to the next, is voluntary and not a condition of my employment. In order to comply with the Internal Revenue Service ruling, be advised that your membership dues are not deductible for federal income tax purposes. However, they may be deductible as ordinary and necessary business expenses.

Signature __________________________ Date __________________________