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This collective agreement is published by the
SCHOOL COMMITTEE
TOWN OF RANDOLPH

AND THE

RANDOLPH EDUCATION ASSOCIATION
RANDOLPH, MASSACHUSETTS

(September 2014 - August 2017)

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FOREWORD

The School Committee is a public body established under and with the powers provided by the Statutes of the Commonwealth of Massachusetts, and nothing in this Agreement shall be deemed to derogate from, or impair, any power, right or duty conferred upon the Committee by statute or rule or regulations of any agency of the Commonwealth except as specifically provided by Chapter 150E M.G.L.

Subject only to the terms expressly set forth herein, as to every matter not specifically mentioned, or provided for in the Agreement, the Committee retains all the powers, rights and rules that it has by law and may exercise the same at its discretion without any such exercise being made the subject of a grievance or arbitration proceeding hereunder.

AGREEMENT

This AGREEMENT, entered into this 1st day of September 2014, between the School Committee of the Town of Randolph, Massachusetts, hereinafter referred to as the "Committee," and the Randolph Education Association, affiliated with the Norfolk County Teachers Association, Massachusetts Teachers Association and with the National Education Association hereinafter referred to as the "Association."

PREAMBLE

It has been the intention of the parties by the consummation of this agreement to continue their harmonious relations, to promote mutual cooperation and understanding, to formulate rules and to define and resolve the proper interest of the teachers in their rights of compensation and conditions under which they perform their duties, all with a goal of improving the educational system of the Town of Randolph.

The parties acknowledge that the Committee has complete authority over policies and administration of the schools which it exercises under law and that this vehicle of collective bargaining will provide the teachers the opportunity to bargain collectively on matters of wages, hours, and other conditions of employment as well as an opportunity to bring their knowledge and experience to bear on matters of professional concern together with that of the Committee, with a goal of assisting in solving the growing problems inherent in the advancement of education.

ARTICLE I RECOGNITION

SECTION 1. Subject to the provisions of Chapter 150E M.G.L. and any applicable amendments or provisions of State or Federal law now or hereafter in effect and in recognition of the fact that a majority of the employees in the Unit A described below, in an election conducted by the Massachusetts Labor Relations Commission in case MCR-108 on February 13, 1967, have designated the Randolph Education Association as their bargaining representative on all matters cognizable as mandatory subjects for bargaining, the Committee recognizes the Association as exclusive bargaining representative of all employees in the following unit:

All teachers including permanent substitute teachers, guidance counselors, school psychologists, social workers, school adjustment counselors, occupational therapists, Speech/Language Pathologists in the elementary, middle school and high schools, library/media specialists, nurses, Physical Therapist, English Language Learner Liaison*, Academic Coaches, Student Development Specialist, STEM Instructor, Reading Interventionist, and including those persons whose duties are primarily those of a teacher regardless of classification,

but excluding

the Superintendent of Schools, Assistant Superintendent of Schools and all Principals, Assistants or Assistants to the Principals, Directors, Assistant Directors and Supervisors, per diem substitutes, casual teachers, Homeless Liaison and all other employees of the Randolph School Department. It is also understood that head teachers, department chairpersons and elementary assistant principals are excluded while performing in such a capacity.

* The job qualifications for the position of English Language Learner Liaison will require, at a minimum, appropriate DESE licensure. However, the Committee agrees that the current (as of June 17, 2011) employees in those positions who do not currently hold such licensure will be grandfathered.

SECTION 2. Nothing contained in this Agreement shall be construed to prevent any teacher or group of teachers not acting on behalf of any employee organization or representing anyone but themselves from at any time discussing any problems with any of their supervisors, the Committee, or other representatives of the Committee, nor shall any action taken by said supervisors, Committee, or its representatives as a result of such discussion be the subject of a grievance otherwise legally contested by said Association unless such action is in specific and direct contravention of express language in a specific provision of this Agreement. The Association will be notified and have a right to attend any such session before the Superintendent or Committee.

SECTION 3. This Agreement incorporates the entire understanding of the parties on all issues, which were or could have been the subject of negotiations. During the term of the Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by the Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

SECTION 4. The parties are agreed that the relations between them shall be governed by the terms of the Agreement only. No change or modifications of this Agreement shall be binding on either the Association or the Committee unless reduced to writing as executed by the respective duly authorized representatives.

**ARTICLE II
ACADEMIC FREEDOM**

SECTION 1. The private and personal life of a teacher is not within the appropriate concern or attention of the Committee, except as it may be shown to interfere with the teacher's responsibilities to and relationship with students and/or the school system.

SECTION 2. Teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher (provided such activities do not take place during his working hours) or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

SECTION 3. There shall be no discrimination, interference, restraint, or coercion by the Committee, the Association or their respective agents against any teacher because of membership or non-membership in the Association. The services of the Association in the capacity of bargaining agent shall be available to all professional employees in the unit covered by this Agreement who are eligible for membership.

**ARTICLE III
PAYROLL DEDUCTIONS**

SECTION 1. The Committee agrees that from and after the receipt of written authorization in the form set below, and prior to any revocation thereof, it will deduct from the salary of the teacher signing such authorization Association dues or Agency Fee as therein authorized and will remit the amount so deducted in accordance with such authorization provided that the Committee shall be under no obligation to make any such deduction as aforesaid after the termination of the term of this Agreement, and provided that the Committee may immediately cease making such deduction as set forth in Section 2 below. The Association shall allow a three (3) week period of time for the Committee to commence payroll deductions following submission for authorization.

SECTION 2. This authorization shall remain in effect until written revocation of this authorization is sent to the Committee, Superintendent and Association, which shall become effective 60 days from receipt of said notification.

SECTION 3. The Committee will incur no liability for loss of monies collected pursuant to this article after depositing same, properly addressed, to the Association in the U.S. Mail (Registered Mail) or after delivering said monies in person to the Treasurer of the Association.

AUTHORIZATION

To: **TREASURER, Town of Randolph**
Randolph, Massachusetts 02368

I hereby authorize the Treasurer of the Randolph Education Association to bill me annually for the current dues of the Randolph Education Association, the Norfolk County Teachers' Association, the Massachusetts Teachers' Association and the National Education Association or the current Agency Fee.

If for any reason the total current dues or the total current Agency Fee are not paid to the Treasurer of the local Association by December 15th, I hereby agree to have the Treasurer of the Town of Randolph and/or the School Committee of the Town of Randolph deduct from my salary said dues or the said agency fee in six (6) equal amounts, under the provisions of applicable M.G.L.

Any such authorization may be withdrawn by said teacher by giving at least 60 days' notice in writing of such withdrawal to the Town Treasurer, the School Committee and the Treasurer of the local Association.

Date: _____

Signature: _____

SECTION 4. The Committee, in conjunction with the Town Treasurer, will offer direct deposit to its employees.

ARTICLE IV
PROFESSIONAL CONSULTATIONS

SECTION 1. In recognition of the professional standing of teachers and the fact that teachers' ideas and opinions systematically and periodically collated and expressed are of significant value in improving the quality of education, as well as in the efficient and economical operation of the Randolph School System; and in recognition of the Association's knowledge of the ideas and opinions of teachers, the procedures set forth below will be followed:

- A. The Committee agrees that not more frequently than once every two months, it or its designated representatives will, upon request of the Association, meet at a reasonable time and place with the Association to consult about any matter of concern or interest to the Association.
- B. The Association agrees that prior to one week before the date scheduled for said consultation, the Association will submit the written agenda of subjects about which it desires to consult at the meetings to the Superintendent.
- C. The parties agree that the consultation will be confined to subjects on the agenda.

D. No matter may be discussed which involves any item expressly covered by this Agreement or any matter which was a specific proposal.

SECTION 2. The Parties agree to form a Climate and Culture Committee comprised of up to six (6) members appointed by the Superintendent and up to six (6) members appointed by the President of the Association. This Committee shall meet at least three (3) times per school year unless the Parties otherwise agree. There shall be no additional compensation paid to members for participation on this Committee.

SECTION 3. The Parties agree to form a Curriculum and Professional Development Committee comprised of up to six (6) members appointed by the Superintendent and up to six (6) members appointed by the President of the Association. This Committee shall meet at least three (3) times per school year unless the Parties otherwise agree. There shall be no additional compensation paid to members for participation on this Committee.

SECTION 4. The Parties agree to form a Technology Committee comprised of up to six (6) members appointed by the Superintendent and up to six (6) members appointed by the President of the Association. This Committee shall meet at least three (3) times per school year unless the Parties otherwise agree. There shall be no additional compensation paid to members for participation on this Committee.

ARTICLE V RIGHTS OF COMMITTEE

The Committee is a public body established under and with the powers provided by the statutes of the Commonwealth of Massachusetts. As the selected representatives of the citizens of Randolph charged with the responsibility for the quality of education of the Randolph School System, it is acknowledged that the Committee has the final responsibility of establishing the education policies of the Public Schools of Randolph.

Nothing in the Agreement shall be deemed to derogate or impair the powers and responsibilities of the Committee under the statutes of the Commonwealth or the rules and regulations of any agencies of the Commonwealth. Said rights and powers include, but in no way are construed as limited to, the subjects mentioned in the table of contents of this Agreement.

As to every matter not expressly covered by this Agreement and except as are specifically or directly modified by the express language in a specific provision of this Agreement, the Committee retains exclusively to itself all rights and powers that it has or may hereafter be granted by law, and may exercise the same at its discretion without such exercise being made the subject of a grievance, arbitration proceeding, or unfair practice charge.

ARTICLE VI GRIEVANCES

SECTION 1.

- A. For the purpose of this Agreement a grievance shall be defined as an alleged violation of a provision of this Agreement.
- B. An "aggrieved person" is the person or persons making the claim.
- C. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken, in order to resolve the claim.
- D. The purpose of this procedure is to secure at the lowest possible administrative level equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- E. 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, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement and must be reduced to writing.
- F. Should a grievance affect three or more teachers, then it may be considered by the Professional Rights and Responsibilities Committee as a group grievance, and same may be filed in writing at Level 2, provided the teachers involved are identified, unless the grievance is common to all the teachers covered by this Agreement. The Professional Rights and Responsibilities Committee shall have the right to process said grievances through all levels of the grievance procedure. In the event a grievance is filed on or after June 1 which if left unresolved until the beginning of the following school year could result in irreparable harm to the party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

SECTION 2. A grievance must be presented within ten (10) school days of the time of the occurrence of the alleged contract violation or within ten days of the time when the aggrieved reasonably should have had knowledge of the alleged violation and must be processed in accordance with the steps, time limits and conditions set forth below in this Article.

- Level 1. The Aggrieved or party of interest shall present the grievance in writing to the Principal of his/her building or the appropriate supervisor. The written grievance shall give a specific summary of the facts involved, the provision(s) of this Agreement allegedly violated and the remedy sought. The Principal or supervisor and the aggrieved, and the President of the Association or his/her designee, shall meet within ten school days to discuss the grievance. The Principal or supervisor shall respond in writing within ten school days of the Level 1 meeting. If the

grievance is not settled to the satisfaction of the aggrieved employee at this step, it may proceed to Level 2.

Level 2. The written grievance will be presented to the Superintendent, within ten (10) school days after receipt of the administrator's written response, and a copy shall be sent to the President of the Association. The written grievance shall give a specific summary of the facts involved, the provision(s) of this Agreement allegedly violated and the remedy sought. The Superintendent or his/her designee and the aggrieved, and the President of the Association or his/her designee, shall meet within ten (10) school days to discuss the grievance. The Superintendent shall elect whether this discussion shall take place during working hours or not. The Superintendent or his/her designated representative shall give to the aggrieved person and the President of the Association his/her written answer to the grievance within ten (10) school days following the conclusion of the meeting. If the grievance is not satisfactorily settled at this step, it may proceed to Level 3.

Level 3. The Level 2 decision must be appealed in writing within ten school days after receipt of the written answer of the Superintendent by the aggrieved to the Committee, and a copy shall be sent to the President of the Association. The Committee or its designated representative and the aggrieved person, counsel and/or authorized representative of the Association shall meet to discuss the grievance as promptly as possible, no later than fifteen (15) school days, at a time mutually agreed upon by the Chairman of the Committee and the President of the Association. But, in any event, if any person or persons are to represent the teacher at this meeting, the Committee will be informed in writing prior to three days before the meeting, of the names and titles of such person or persons. The Committee or its designated representatives shall elect whether this discussion shall take place during working hours or not. The Committee will give its written answer to the grievance within ten (10) school days following the conclusion of the meeting, with a copy sent to the aggrieved person and the President of the Association. If no satisfactory settlement of the grievance is made, it may proceed to Level 4.

Level 4. The Level 3 decision may be appealed to arbitration by written notice of such intention to appeal within ten (10) school days after the receipt of the written answer under Level 3. This appeal to arbitration shall be in accordance with the procedure and conditions set forth in Article VII.

SECTION 3. A grievance not initiated within the time specified shall be deemed waived. Failure of the aggrieved person or the Association to appeal a decision within the time limit specified will mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal.

Failure of the Committee to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by mutual written agreement of the parties.

SECTION 4. No reprisals of any kind will be taken by the Committee or any member of the Administration against any party in interest, any school representative, any member of the Professional Rights and Responsibilities Committee, or any participant in the grievance procedure by reason of such participation.

SECTION 5. Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing from within the bargaining unit or a representative of the Association and/or its affiliates. When an aggrieved person is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure except at Level 1.

SECTION 6.

- A. The Committee will, upon request, provide the Association with any documents in its possession which will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and their students. The Committee minutes, with the exception of those of Executive Session, are available for the perusal of the Professional Rights and Responsibilities Committee of the Association at the administrative offices. Material which is used by the Committee in the preparation of negotiations and/or grievances shall not be subject to this provision.
- B. All documents, communications and records used in the processing of a grievance will be filed separately from the personnel file of the aggrieved person and shall be made available on request to the aggrieved person and the Association.

ARTICLE VII ARBITRATION

SECTION 1. In the event either party elects to submit a grievance to arbitration, the arbitrator shall be selected according to and shall be governed by the following procedure:

The arbitrator is to be mutually selected by the Committee and the Association. If the Committee and the Association cannot agree within seven school days after written notice of intention to arbitrate has been received by either party, then the party demanding arbitration shall within five school days, thereafter upon written request to the other, request the Massachusetts Board of Conciliation and Arbitration to provide a panel of arbitrators, said arbitrator then to be selected under the provisions of the Voluntary Labor Arbitration Rules.

SECTION 2. Each party shall bear the expense of its representatives, participants and witnesses and for the preparation and representation of its own case. The fees and expenses (if any) of the Arbitrator and the Massachusetts Board of Conciliation and Arbitration shall be shared equally by the parties, provided that the obligation of the Committee to pay shall be limited to the obligation which the Committee can legally undertake in that connection. In no event shall any present or future member of the Committee have any personal obligation for any payment under any provision of this Agreement.

SECTION 3. The Arbitrator shall be bound by the procedure set forth in the Voluntary Labor Arbitration Rules as now in effect or hereafter established by the Massachusetts Board of Conciliation and Arbitration. He/she shall arrive at his/her decision solely upon the facts, evidence and contentions as presented by the parties through the arbitration proceedings. The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement and in reaching his/her decision shall interpret this Agreement in accordance with the commonly accepted meaning of the words used herein and the principle that there are no restrictions intended upon the rights and authority of the Committee other than those expressly set forth herein. Subject to the foregoing, the decision of the arbitrator shall be final and binding upon the parties.

SECTION 4. Notwithstanding anything to the contrary, no dispute or controversy shall be the subject for arbitration unless it involves a grievance as specifically defined in Article VI, Section 1 (a).

SECTION 5. Sections 1 through 4 above are subject to Massachusetts General Laws, Chapter 150E, Section 1-16.

ARTICLE VIII STRIKES-PUBLIC PRESSURES

During the term of the Agreement or any extension or renewal hereof, the Association or its agents shall not cause, sponsor, or assist and no professional employee covered by this Agreement shall cause or participate in any strike, work stoppage, consorted absences or other illegal activities directed against the Randolph School System. If the Association disclaims such activities publicly and in writing to the Committee and advises the individuals concerned that the activity is illegal and in violation of contract and instructs them to cease such activity, it shall not be liable in any way thereof.

ARTICLE IX RELIEF FROM NON-TEACHING DUTIES

SECTION 1. The Committee and the Association acknowledge that a teacher's prime responsibility is to teach, and that his/her energies should, to the extent possible, be utilized to this end.

SECTION 2. Teachers will not be required to perform the following duties:

- A. Health services such as administering eye or ear examinations and measuring pupils.
- B. Delivering books to classrooms.
- C. Collecting money from students other than milk, insurance, and pictures. Teachers may be required to collect money for educational purposes but will not be required to tabulate or account for such money.
- D. Cafeteria duty.

SECTION 3. Recognizing that there are added responsibilities at the elementary and middle school levels in the loading and unloading of buses of children, before and after school duties will be reimbursed as follows:

Teachers may volunteer to assume duty at the rate of \$1687 annually for 180 days of duty. At the middle school level, 2 teachers will be paid for this responsibility in the A.M. and 2 teachers will be paid in the P.M. At the elementary level a specified number in accord with the following will be paid: 450-600 students - 4 teachers A.M., 4 teachers P.M.; 300-450 students, 2 teachers A.M., 2 teachers P.M.; under 300 students - 1 teacher A.M., 1 teacher P.M.

Should the administration deem that at any particular school or level more teachers are necessary than the numbers referenced above, then the duties will be offered to Unit A members at the same rate. Appointments will be determined by seniority. Assignment openings will be posted by August 1. Interested members must apply by the first teacher work day of the school year. By the conclusion of the first teacher work day, the principal will announce the assignments made under this section.

If no teachers volunteer in the case of an absence of a volunteer teacher, teachers may be assigned on a rotating basis. Payment for such assignment will be on a pro - rata basis. Floaters and/or itinerant* specialists who do not wish to participate shall be excluded.

*Floater and/or itinerant teacher: anyone who is assigned to more than one building or a person who does not have a permanent work station in the building under consideration.

ARTICLE X TEACHER EMPLOYMENT AND REEMPLOYMENT

SECTION 1. Credit not to exceed three years for military experience and not to exceed two years for Peace Corps, Vista work and/or Federal and State sponsored teacher programs will be given.

SECTION 2. Teachers with previous teaching experience in the Randolph Public Schools System, including those on approved leaves of absence, will upon returning to the system receive full credit on the salary schedule for all outside work up to the maximum set forth in Section 1 above. Teachers who have not been engaged in teaching on a full-time basis will upon returning to the system be restored to that next position on the salary schedule above that at which they left, except that teachers who have been out for a period of ten (10) years or more will be required to take two (2) graduate courses per year for the first three (3) years upon return. If the teacher has received an advanced degree or taken six (6) courses during the three-year period prior to return, he/she will not be required to meet this qualification. A teacher may be given credit toward this six-course requirement by the application of any course taken during the three (3) years preceding his/her return.

SECTION 3. The Committee will not hire any teacher who is not certified in one of the states of these United States. The only exception to the above will be in the area of approved teacher exchange programs that may be initiated.

ARTICLE XI
ASSIGNMENTS, REASSIGNMENTS, VACANCIES, AND TRANSFERS

SECTION 1. Definitions

- A. Assignment – appointment to a position within the bargaining unit by virtue of a new hire, reassignment or transfer.
- B. Reassignment – voluntary or involuntary change of assignment within a building.
- C. Vacancy – an opening in a bargaining unit position after a Principal has had the opportunity to make reassignment decisions.
- D. Transfer – Voluntary or involuntary change of assignment between buildings.

SECTION 2. Assignments

- A. In making assignments, the following criteria will be considered, in no particular order: quality of previous instruction, seniority, experience with the subject or grade level, professional attainments, majors and minors of study, history of recent transfers, the teacher's preference and the best interest of the school and District.
- B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily or for good cause, outside the scope of their teaching certificates and/or their major fields of study.
- C. Teacher assignments will be made without regard to race, creed, age, color, religion, maternity, sex, marital status and any other categories required by State and Federal laws.
- D. Although the Committee and the Association recognize that some reassignment of teachers within a building and some transfer of teachers from one school to another is unavoidable, they also recognize that frequent transfer of teachers is disruptive of the educational process and interferes with optimum teacher performance.
- E. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such teachers will be notified of any changes in their schedules as soon as practicable. Teachers assigned to more than one school in one school day will receive reimbursement for any interschool driving. The rate to be paid will equal the approved federal tax deduction. Any changes in the federal tax deduction will be in effect the following July 1st. No itemized statement of less than \$5.00 total will be processed at one time.
- F. Teachers will be notified in writing of any change of their program for the coming year, including the schools to which they will be assigned, the grades and/or subjects

that they will teach and any special or unusual classes that they will have before June 10, if possible.

- G. It is recognized that the final decision relative to assignments rests with the Principal, subject to the approval of the Superintendent.
- H. Teachers who are involuntarily transferred to a different school building will receive two (2) days (6.5 hours/day) paid at the workshop rate for packing and unpacking their classroom. Teachers who are involuntarily reassigned within the same school building will receive one (1) day (6.5 hours) pay at the workshop rate for packing and unpacking their classroom. This pay is for hours worked outside the contractual work day/year.

SECTION 3. Reassignments

- A. The reassignment of teachers within a building will be subject to the following:
 - i. prior to making any decision relative to the reassignment of teachers, the building Principal will invite teachers within the building to advise him/her of their interest in a reassignment using the Reassignment Preference Form developed by the Parties;
 - ii. the Principal will then advise the affected teachers, individually, of the anticipated reassignment and seek input from those teachers;
 - iii. the Principal will then make his/her decision regarding reassignments and notify affected teachers with an explanation of the reasons for the decision;
 - iv. the Principal will then announce the staff reassignments.
- B. To the extent possible, changes in grade assignment in the elementary schools and in subject assignment in the secondary schools will be voluntary.

SECTION 4. Vacancies and Transfers

- A. Whenever any vacancy in a full-time or part-time professional position within this contract occurs, after reassignments are made, and when the Principal/Superintendent determines to fill such vacancy, it will be adequately publicized by the District by means of a posting on the Randolph Public School intranet and internet sites as far in advance as possible, but no less than ten (10) calendar days, with a notice sent to all teachers by Randolph Public Schools e-mail. The immediate posting of all vacancies and newly created positions shall be the sole responsibility of the Superintendent or his/her designee. The qualifications for the positions, its duties and the rate of compensation will be clearly set forth for a particular position and will not be changed when such future vacancies occur unless the Association has been notified in advance of such changes and the reasons therefore. No vacancy will be filled, except on a

temporary basis, within the posting period. Under normal circumstances, a position will not be filled on a temporary basis for longer than 85 days.

- B. All qualified teachers who have filed an application for a posted vacancy within the posting period will be interviewed for such positions. In filling such vacancies, consideration will be given to qualified teachers already employed by the District and the criteria set forth at Section 2A will be considered. Appointments will be made not later than 60 calendar days after the notice is posted in the schools or the giving of notification to the Association.
- C. Each teacher applicant not selected will be notified in writing within 14 calendar days after the position has been filled. Upon request, a teacher will receive an explanation from the Superintendent or his/her designee.
- D. Teachers being involuntarily transferred from one building to another will be transferred only to a comparable position and only after a meeting between the teacher involved, an Association representative, and the Superintendent or his/her designee at which time the teacher will be notified of the reasons for the transfer.

**ARTICLE XII
INTENTIONALLY LEFT BLANK**

**ARTICLE XIII
SUMMER, EVENING AND FEDERAL PROGRAMS**

SECTION 1.

- A. All educational positions when available under summer, evening or Federal programs, and subject to Section 2 of this Article, will be filled on a year to year basis first by any qualified Unit member determined to best meet the needs and objectives of the program.
- B. Said positions will be publicized by the Superintendent or his/her designee on the District Intranet, with email notification to all staff. Teachers who have applied for such positions will be notified of the action taken regarding their application at least seven (7) calendar days prior to the project start date, if possible.
- C. In filling such positions, the Superintendent and the Committee will give consideration to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record and length of service in the Randolph School System, and no candidate will be automatically reappointed without a review. Decisions of the Superintendent concerning filling said positions shall not be subject to the grievance procedure as herein provided.

SECTION 2. Nothing herein shall be construed to prohibit or preclude the participation by the Committee in any Federal Program. Should any provisions be considered by any Federal Authority to be a bar to said participation, then the Committee and Association agree that to the

extent that this Article is a bar to said participation, it shall be deemed null and void and of no force or effect.

**ARTICLE XIV
INTENTIONALLY LEFT BLANK**

**ARTICLE XV
TEACHER EVALUATION**

SECTION 1. All observation of the work performance of a teacher will be conducted openly and with a full knowledge of the teacher. Teachers will be given a copy of any evaluation report prepared by their superiors consistent with the timelines set forth in the evaluation process guidelines and will have the right to discuss such report with their superiors.

SECTION 2.

- A. Teachers have the right, upon request, to review the contents of their personnel file within 24 hours or during the next school day following the request. A teacher will be entitled to have a representative of the Association accompany him/her during such review.
- B. No material derogatory to a teacher's conduct, service, character or personality will be placed in his/her personnel file unless the teacher has had an opportunity to review such materials by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicated agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

SECTION 3. The Association recognizes the authority and responsibility of the principal and/or the properly authorized program administrator for disciplining or reprimanding a teacher for delinquency of professional performance. However, all such discipline or reprimands shall be made in private. Whenever a teacher is to be disciplined or reprimanded, he/she will be entitled to have a representative of the Association and, in such cases, the administration may also be entitled to a witness. It is understood that such entitlement to representation does not apply in cases where teachers routinely meet to discuss evaluation reports with their supervisor or when discipline and reprimands are not at issue.

SECTION 4. Whenever the Superintendent establishes a committee to work on teacher evaluation, it shall include teacher representation with full voting rights. After the Superintendent establishes the membership of the committee, the Association will select and notify the Superintendent of its representatives.

SECTION 5. No teacher will be disciplined, reprimanded, reduced in rank or compensation without just cause. In addition, no teachers with professional status will be deprived of any professional advantage without just cause.

SECTION 6. Any serious complaints of substance regarding a teacher made to any member of the administration by any parent, student or other person will be promptly called to the attention of the teacher.

SECTION 7. General Law 71, Section 42, as applies.

SECTION 8. Intentionally left blank.

SECTION 9. All staff members covered by this agreement will be evaluated in accordance with Randolph Educator Evaluation Process, Rubrics and Forms. The Evaluation Process, Rubrics and Forms in effect for the period of September 1, 2014 through 2015 are those previously agreed to by the Parties. The Process, Rubrics and Forms effective as of September 1, 2015 are attached to this Agreement at Appendix VI.

ARTICLE XVI CLASS SIZE

SECTION 1. The Committee and the Association will strive to maintain an optimum average of not more than 25 pupils per teacher (in academic, business and vocational classes) exclusive of study halls, lectures, and music; and a ratio of no more than 40 to 1 for physical education.

SECTION 2. It is expressly recognized that the Committee must make the final decision on subjects covered by the Article, and any disagreements as to the methods of implementing these goals will not be subject of the grievance or arbitration procedures of this Contract.

SECTION 3. A joint committee of the Association and administration will be established to study existing practices of inclusion. Results and recommendations of the committee will be presented to the Committee and shared with the school community.

ARTICLE XVII USE OF SCHOOL FACILITIES

SECTION 1.

- A. The Association may have the right to use school buildings without cost (except the cost incurred for custodial services). The principal of the building in question will be notified in advance of the time and place of all such meetings, such use must have approval of the Superintendent and/or the Committee and the regular procedure of application for use in school buildings must be followed.

Small group meetings may be held prior to 5:00 P.M. simply by notifying the Administrative Office that such a meeting is to be held.

- B. The Association will have the right to use the athletic facilities and equipment at the school without cost, if available. However, it may be required to pay custodial fees, if regular assigned custodial services are not available. The schedule and other related

matters will be arranged in advance by written application to the Superintendent and in conjunction with the Board of Recreation subject to availability of the facilities.

SECTION 2. There will be one bulletin board in each school building which will be placed in the faculty lounge, for the purpose of displaying notices, circulars and other approved Association material. All such postings shall be submitted to the Superintendent except notices of social events to be conducted after regular school hours. Any such notices shall be limited to presenting factual data.

SECTION 3. Member mailboxes may be used for distribution of approved Association materials. Any such notices shall be limited to presenting factual data.

SECTION 4. Representatives or agents of the REA, MTA, NCTA, NEA, who are not members in the unit described in Article I, may have reasonable access to the school property during normal school hours for the proper conduct of business related only to the Randolph School System. This privilege shall not be abused. Advance notification will be given to the Superintendent before entering school property. In no instance may such visits interfere with the orderly operation of classes or the performance of teaching duties.

SECTION 5. The Committee agrees to provide an in-classroom telephone for the President and Grievance Chair of the Association.

ARTICLE XVIII MEMBER FACILITIES

SECTION 1. Whenever a new school building or major renovation of a school building is proposed, the Association will form a committee of Unit A members to suggest ideas and/or to make recommendations to better utilize the facility. These recommendations are to be submitted to the Superintendent of Schools who will forward same to the Committee.

SECTION 2. The Committee will provide, upon request, a secure area in each school building for the storage of a member's personal effects. The responsibility for such personal effects shall rest exclusively with the member, and the Committee shall in no way be responsible for any damage, loss or theft of such articles nor shall the Committee be expected to provide any security for the area at any time.

SECTION 3. Staff members are advised to read Committee policies regarding Environmental Safety. These can be found in the Randolph School Committee's Policy Manual, at Policy EB, which is in the school office or the REA office and can also be found on the School Committee section of the District website.

SECTION 4. Each teacher working directly with students shall have access to a desk, a file cabinet, a computer and space for working with students.

**ARTICLE XIX
PROTECTION**

SECTION 1. Members will immediately report all cases of assault suffered by them in connection with their employment to the principal and Superintendent, in writing.

SECTION 2. This report will be forwarded to the Committee which will comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the member, the police and the courts. The teacher must be willing to file assault charges in such cases.

SECTION 3. If criminal or civil proceedings are brought against a member alleging that he/she committed an assault in connection with his/her employment, the committee will furnish legal counsel within the limits of the law to defend him/her in such proceedings if he/she requests such assistance. If a teacher desires to bring criminal or civil proceedings in connection with an alleged assault suffered by him/her, such member may request the Committee to furnish legal counsel within the limits of the law to represent him/her in such proceedings. If the Committee does not provide such counsel and the member prevails in the proceedings, the Committee will reimburse the member for reasonable counsel fees incurred by him/her.

SECTION 4. The Committee agrees to provide indemnification for employees covered by this Agreement if required by Chapter 258 of the General Laws of the Commonwealth of Massachusetts.

**ARTICLE XX
PERSONAL INJURY BENEFITS**

SECTION 1. Whenever a member is absent from school as a result of a personal injury caused by an accident or assault occurring in the course of his/her employment, the member is required to submit one copy of the Mass. Industrial Accident form (S.F.I.) within 30 hours of the time of the accident to the Human Resources Office. These forms are available in the Principal's office in every school. These forms may also be downloaded from the District's intranet and submitted by email. In the event that the member's injury is of such a nature as to prevent him/her from complying with the physical submission requirements set forth above, the member may contact the Human Resources Offices by telephone within 30 hours of the time of the accident and then submit the Accident form as soon thereafter as reasonably possible.

If the above procedure is followed, and the members become eligible for Workers' Compensation, then the following benefits will be given:

- A. The Committee will pay the difference between the Workers' Compensation check (60% of the current salary) and 100% of the member's salary for the first year the member is collecting Workers' Compensation.
- B. The Committee will pay the difference between the Workers' Compensation check (60% of the current salary) and 80% of the member's salary for the second year the member is collecting Workers' Compensation.

- C. During the third year and at any time thereafter for the duration of the absence, the member will receive only the Workers' Compensation check (60% of current salary).
- D. During the time on Workers' Compensation, no part shall be charged to sick leave. The length of time on Workers' Compensation may be determined by a medical examination by a personal physician and one school doctor, consistent with Workers' Compensation.

SECTION 2. The Committee will reimburse members for any clothing or other personal property damaged or destroyed as a result of an accident or an assault in the course of his/her employment and clearly the result of the specific act of a student. The Committee will procure for members any special clothing that is required in the performance of member duties.

SECTION 3. The Committee will make available to the members an insurance plan to cover injuries incurred during the performance of their teaching assignments. Such a plan will be made available to the members at their own expense.

SECTION 4. Staff members are advised to read Committee policies regarding Personal Safety which can be found in the Randolph School Committee's Policy Manual, at Policy GBGB, which is in the school office or the Association office and can also be found on the School Committee section of t the District website.

**ARTICLE XXI
SALARIES**

SECTION 1A. The salary schedule of each member in the Randolph School System shall be determined pursuant to the following section of the Article. On and after the effective dates indicated, no member employed under this Agreement shall be paid a salary less than that provided in Schedule A, or any subsequent amendments thereto.

SECTION 1B. Effective with the start of the 2015-2016 school year, members shall receive their pay in 22 equal payments (once every two weeks) over the period of the school year, September to June. Members shall have the option of receiving their pay in 26 equal payments (once every two weeks) over the period of one year, September to August, provided the member provides written notice to the Payroll Office no later than April 1 of the preceding year. Said election shall remain in place until changed in writing on or before April 1 of any subsequent year with such change to be effective the following school year.

SECTION 2. Members with twenty (20) years teaching experience, the last ten (10) of which have been consecutive in the Randolph School System, will be entitled to a salary increase over and above the applicable step in the then existing salary schedule. If the member retires before reaching maximum retirement benefits, the member shall receive the following:

4 years or more	\$7,500
3 years	\$6,000
2 years	\$4,500
1 year	\$2,100
0 years	\$ 500

Members shall elect one of the following methods of payment of such amounts:

1. In equal payments during each pay period of the member's final three (3) years of service or:
2. In equal payments during each pay period of the member's final year of service.

In order to receive such adjustments in salary schedule, the member must notify the Superintendent, in writing, of the intention to retire by October 1st prior to the actual school year of retirement (e.g., a member intending to retire in June of 1994 must notify the Superintendent by October of 1992).

In the event the teacher elected to receive such adjustments over a three year period, such notification must be rendered to the Superintendent by October 1st prior to the first year of payment (e.g., a member who intends to retire in June, 1996 must notify the Superintendent by October 1, 1992). In cases of emergency or when extenuating circumstances are present, exception may be made in this section by the Superintendent. Prior to February 1st of the member's last work year, the member must submit satisfactory evidence to the Superintendent that notice of retirement has been given to the Massachusetts Teachers' Retirement Fund. Failure to submit such evidence will result in the deduction of the extra amount from the member's remaining checks.

If the method of funding the member retirement system changes, the Committee agrees to honor this section during the life of this agreement but will review this section in light of the changes.

SECTION 3. Compensation for advanced degrees may become effective on September 1 and/or February 1 of each year. Notification of intent to advance to another column must be given by December 1 of the year prior to the year in which said change is to take place. Data substantiating eligibility must be submitted in the form of official transcripts and must be received by September 30 for a September 1 change and/or January 15 for a February 1 change. If data substantiating eligibility will not be available by September 30 or January 15, the individual must make prior satisfactory arrangements with the central office to ensure payment for the advanced degree.

SECTION 4.

- A. Salary increases of any kind are not automatic. They are granted only when there has been a continuation of a high standard of teaching or a demonstration of improvement in efficiency in service. The Superintendent reserves the right to withhold increments from a member doing unsatisfactory work. Any question of whether the Superintendent has just cause to withhold or deny a salary increment or adjustment may be presented through the grievance procedure.
- B. To be awarded salary status for any advanced degree and/or for courses beyond a degree, such as B+15, the courses must be approved in advance by the Superintendent or his/her designee. All such courses must be directly related to the field of member's

specialization and certification and/or be a new program of specialization in education/field, which a member intends to develop, and/or courses, which shall be approved in advance by the Superintendent or his/her designee. Courses for credit for a B+15, M+15, M+30, M+45, M+60, CAGS and CAGS+15 must be earned after the date of the receipt of the appropriate degrees. Example: Courses for a M+15 must be earned after receipt of the Master's degree to qualify. Persons placed on steps prior to September 1, 1975 will not lose any degree status.

- C. Special programs of concentration involving 30 hours beyond a Master's degree may be approved by the Committee on the recommendation of the Superintendent or his/her designee.
- D. A grade of "B" or better must be obtained for increase purposes. If a course is a pass/fail course, a grade of "pass" will satisfy the requirements of this section. These courses, as well as others taken in line with school requirements, must be taken only at accredited colleges and universities or must be NCTA/PCTA courses.
- E. In-service courses sponsored by the Committee and the Association may, on occasion, be offered for increment credit.
- F. A member may receive credit for a planned trip. In order to receive credit for the trip, a member must receive prior approval of the Superintendent. Subsequent to the trip, the applicant must submit a written report to the Superintendent, describing the trip and indicating the value to him/her as a teacher. To receive credit, the trip must be of at least four weeks' duration.
- G. Travel shall mean a trip undertaken for the express purpose of studying and observing certain localities and their people. It shall exclude travel incidental to a business transaction or other errands performed for a personal, business or professional reason. It shall also exclude travel incidental to a visit to a friend, relative or a resort. A member may receive credit under this section once.

SECTION 5. The Committee shall fix the initial salary rate of each member on entering employment, giving consideration to previous experience and special skills subject to provisions of Article X.

SECTION 6. Members who leave before the end of the school year will have their salaries figured by first computing the member's per diem rate of pay. This is done by dividing the member's yearly salary by the number of workdays for the year. (e.g. \$16,022 divided by 182 equals \$88.03).

- A. Multiply the per diem rate by X, which is the number of days, actually worked plus all approved absences. Also included are the day before school opens and the days after school closes. This will establish the member's total entitlement.
- B. The final check will be the difference between the amount of the entitlement and the amount paid to that date.

- C. A member employed for one-half a year but less than a full year will receive the regular increment. By half a year is meant one-half of the workdays. A member employed for less than one-half a year or less than one-half of the workdays will not receive any regular increment.
- D. A member transferring from another school system, who has been employed on a permanent basis in that school system, until he/she begins employment in Randolph, will receive a full regular increment, if employed for the ensuing year.

SECTION 7. Members who are within the system will not be granted individual additional step increases except for services, degree requirements, or for additional duties.

SECTION 8. All members will be given their salary contract or salary notification for the succeeding school year by August 1, provided that the Collective Bargaining Agreement is signed by June 1. In the event that the Collective Bargaining Agreement is not signed by June 1, the contracts or letters will be issued within 45 days of the signing.

SECTION 9. Longevity will be paid annually to staff members with the following years of service in Randolph by November 1. Members hired prior to September 1, 2005 with prior experience in Randolph as support personnel shall have that experience counted toward the total years of creditable service.

After 15 years of service	\$400
After 20 years of service	\$750
After 24 years of service	\$1,500
After 29 years of service	\$3,000
After 32 years of service	\$3,600

Employees will receive their longevity payments by November 1st. However, employees who are laid off from their positions as a result of a reduction in force or who leave employment after completing the school year and those employees who notify the Superintendent's Office of their intent to retire at the end of the school year, will receive their longevity payment on or before July 15th of the next fiscal year (i.e. intent to retire on 6/30/11, longevity payment by 7/15/11).

SECTION 10. The Committee will reimburse teachers for tuition and fees for courses up to a combined total of \$50,000.

- A. Members will be eligible for a maximum reimbursement of \$500 per course and \$1,000 per contract year.
- B. Applications must be submitted to the Superintendent prior to September 30th for the fall semester, prior to January 15th for the spring semester and prior to June 1st for the summer semester.
- C. There will be \$16,000 available for the summer semester, \$17,000 for the fall semester and \$17,000 for the spring semester. Any monies not used in the summer semester will

be rolled over to the fall semester and from the fall semester to the spring semester. Any monies not used in the spring semester will be used to reimburse members, if any, who applied for reimbursement earlier in the year and were denied for lack of funds and successfully completed said course(s).

- D. Reimbursement shall be provided upon successful completion of the course as evidenced by a grade of 'B' or better. All expenses must be submitted within the fiscal year the course is taken. If reimbursement precedes the submission of course documentation, the member must submit the appropriate documentation within six (6) months. Failure to do so will result in the collection of the reimbursement from the member's pay. For purposes of this section, a grade report shall be sufficient.
- E. The Committee shall make available to the Association by January 31 and June 1 a list of reimbursement applicants and amounts encumbered.

SECTION 11. In June 2012, the Massachusetts Department of Elementary and Secondary Education ("DESE") promulgated updated educator license regulations, 306 CMR 7.00, to implement its new initiative to better educate students who are English Language Learners ("ELLs") called Rethinking Equity and Teaching for English Language Learners ("RETELL").

- A. The Committee will reimburse teachers for tuition and fees for RETELL associated coursework under Article XXI, Section 10; provided the member has satisfied the provisions of said Section. Members who have taken the course prior to the ratification of the 2014-2017 Collective Bargaining Agreement shall have forty-five (45) days after the date of ratification of the 2014-2017 Agreement to apply for such reimbursement.
- B. Graduate credits earned from an accredited institution of higher education for RETELL associated coursework will be accepted to demonstrate eligibility for salary advancement under Article XXI, Section 3, provided the member has complied with the requirements set forth in Article XXI, Section 3 and Article XXI, Section 4B and D. The pre-approval requirements of Article XXI, Section 4B will be waived for those members who have taken the course prior to the ratification of the 2014-2017 Collective Bargaining Agreement provided they notify the Superintendent or his/her designee within forty-five (45) days after the date of ratification of the 2014-2017 Agreement of their intent to use such credits for salary advancement.
- C. If DESE requires the District to provide names of educators who are eligible and available to take any of the RETELL course, the District will, when possible, provide at least two (2) calendar weeks' notice to teachers whose names it is considering submitting. Teachers will then have the opportunity to explain why her/his names should not be submitted.
- D. Following the end of Randolph's 3-year Cohort, if an educator is required to obtain SEI Endorsement because the District assigned an ELL to his/her class, then the Committee will reimburse teachers for tuition and fees for RETELL associated coursework and college credit under Article XXI, Section 10; provided the member has satisfied the provisions of said Section.

ARTICLE XXII
TEACHING HOURS AND TEACHING LOAD

SECTION 1. A sub-committee of the Association and the Committee (composed of two members each) will be established to plan and to recommend a three-year school calendar. The sub-committee will solicit input from the community, parents, students and clergy, for example. The sub-committee will meet in October of each year to plan the 3rd year of the 3-year calendar and submit it to the Committee by December 1. The Committee retains the final approval of any calendar submitted. All calendars are subject to the guidelines of this Agreement. The work year of the teachers covered by this Agreement may begin no earlier than the Monday preceding Labor Day and will terminate no later than June 30. In no event will it be longer than 182 days, exclusive of section 1e below.

New personnel will be required to attend a 1-day orientation session prior to the staff's first day, for which no compensation shall be paid. The Association will be invited to give input and attend this orientation. Two (2) hours of the aforementioned one (1) day orientation will be provided to the Association for its own orientation meeting with members. The Superintendent shall have the option to add up to six (6) additional days of professional development for new hires, to be paid at the workshop rate. Working days will include all days when pupils are required by the Committee to be in attendance, and days at the beginning or end of the school year or other days, including professional development days, on which the teacher's attendance is also required.

- A. All early release days will be scheduled, if possible, parallel with the school arrival schedule (i.e. first in; first out, etc.)
- B. All teachers will report the day prior to the opening of school and attend one designated all day in-service program during the year, not to exceed 6 1/2 hours. The Superintendent shall have the option to add one additional all day in-service program prior to the start of the school year, provided notice of such is provided by June 30 of the prior school year. Teachers will be paid at their per diem rate for attending this additional in-service day.
- C. The parties agree that the current practice in effect as of March 2008 regarding new teachers attending meetings for mentoring will continue for the life of this Agreement. The parties further agree that this Agreement may be reopened by mutual agreement for the limited purpose of discussing mentoring for teaching personnel new to the District. Effective September 1, 2015, new teachers in the District are required to have 50 mentor hours beyond the induction year and mentors are compensated at the rate set forth at Appendix II - Extra-Duty and Extra-Curricular Assignment
- D. An additional early release day will take place on the last scheduled day of classes.
- E. One full day of approximately 6 1/2 hours in-service for teachers will be scheduled during the school year.
- F. The Committee may schedule three (3) additional days as follows:

1. One (1) system-wide workshop day of six (6) hours at standard workshop rate, within the scheduled work year.
 2. One (1) professional development day for selected staff at per diem rate:
 - a. Selected staff will be given 60-day notification for the professional development day.
 - b. In no case will the professional development day for selected staff be scheduled earlier than one week before school begins or after June 30 except by mutual agreement of the Superintendent and the Association.
 - c. Non-selected staff will not be required to be present and will not be remunerated.
 3. One (1) instructional day will be paid at per diem rate
- G. The Committee may schedule up to six (6) half days for professional development. In such case the instructional day will be increased proportionally up to five (5) minutes.
- H. The Committee may schedule selected staff to participate in no more than two (2) additional professional development days in a three-year cycle at per diem rate as follows:
1. Selected staff will be notified no later than October 1 of the previous calendar year for the professional development day.
 2. In no case will the professional development day for selected staff be scheduled before the last week in August or after June 30 except by mutual agreement of the Superintendent and the Association.
- I. In the event of specialized professional training
1. The Committee will share with the Association in advance of any professional training the requirements of the training as established by the District or the individual trainer. The Committee agrees further that it will demonstrate to the Association in advance of the training, that the requirements of the training can be accomplished within the contractual work day.
 2. The Committee will share with the Association in advance of the training any different requirements for those taking it for credit and for those only attending the District's training, as established by the District or the individual trainer.

SECTION 2.

- A. The elapsed time schedule for secondary teachers shall be 7 hours.

- B. The elapsed time schedule for elementary teachers shall be 6 hours 45 minutes Monday through Friday.
- C. Time spent on paid supervisory duties, before or after school, is not considered part of the seven (7) hour day in the secondary schools, or part of the 6 hour 45 minute day in the elementary schools.
- D. All meetings shall commence within ten (10) minutes of the close of the student day. If travel time between buildings is required, meetings shall commence within twenty (20) minutes of the close of the student day.
- E. Teachers shall be provided with a schedule of building, curriculum and district meetings at the beginning of each school year. Principals will provide teachers with notice of all other meetings as soon as possible after they are scheduled. Every effort will be made to give teachers as much advance notice as possible. It is understood that such notice cannot be provided in cases of emergency.
- F. The schedule may be adjusted as the Superintendent deems necessary in light of current conditions and after notification to and discussion with the Association.
- G. The workday of personnel who are not assigned to a full-time regular classroom will be governed by the hours indicated above.
- H. Secondary teachers will add fifteen minutes duty free, either before or after the seven hour elapsed day. Elementary teachers will add fifteen minutes duty free, either before or after the 6 hour 45 minute elapsed day.
- I. The work day for school psychologists and social workers shall consist of eight (8) hours, including a thirty (30) minute duty-free lunch and two fifteen (15) minute duty-free breaks. Such employees shall receive a 1.05 salary ratio with work schedules arranged by mutual agreement between the employee and his/her immediate supervisor.
- J. The work day for school psychologists and social workers shall consist of eight (8) hours, including a thirty (30) minute duty-free lunch and two fifteen (15) minute duty-free breaks. Such employees shall receive a 1.05 salary ratio with work schedule arranged by mutual agreement between the employee and his/her immediate supervisor.
- K. Building Sign In/Sign Out
 - 1. Members shall sign in to their building upon arrival to the school building and shall sign out and back in during the course of the school scheduled day, but not sign out at the end of the day.
 - 2. Sign in/sign out may be on a sign in sheet that will be placed in an area of the building, designated and published by the principal, that is accessible to all when

the building is open and which may be moved to the main office when it is open when published by the Principal.

3. Alternatively, employees shall be able to sign in/sign out by email to an address designated and published by the Principal.

SECTION 3. Teachers may be required to remain after the end of the regular work day, except for Friday, the first Monday of the month (REA Representative Council Meetings), or the day before a holiday, to attend the following staff meetings (Section 3a. and 3b. must total no more than 15 hours per year in secondary schools. Section 3c, d, e, f must total no more than 15 hours in elementary schools).

- A. Secondary building meetings called by the school principal will be no longer than one hour in duration beyond the elapsed day.
- B. Secondary curriculum meetings, departmental meetings or other meetings, exclusive of in-service credit courses will be no longer than 1 hour and 45 minutes in duration. There will be an exception to the above when an evaluation of the system is conducted and in addition to any specific projects agreed upon by the Association and the Committee.
- C. Elementary building meetings called by the school principal will be no longer than 45 minutes in duration beyond the school day.
- D. Elementary curriculum meetings, will be no longer than 1 hour and 45 minutes in duration beyond the school day.
- E. Elementary grade level meetings will be no longer than 45 minutes in duration beyond the school day.
- F. On early release days, the additional time beyond the elementary school day (6 hrs. 45 mins.) will count towards the total number of hours per year.
- G. There will be an exception to the above when an evaluation of the system is conducted and in addition to any specific projects agreed upon by the Association and the Committee.
- H. There should be no more than 2 scheduled meetings per week. Effective September 1, 2015, except in extenuating circumstances, no more than one (1) meeting will be scheduled in a day. The term meeting as used in this section shall reference meetings set forth in this Section 3, paragraphs A-F and I.
- I. For the 2014-2015 contract year , teachers may be required to attend no more than three (3) evening meetings each year, which shall be no longer than two (2) hours in duration and will not continue past 8:00 p.m.

Effective September 1, 2015, two (2) days per year shall be dedicated to parent-teacher conferences by scheduling on each day an early release day and an evening meeting

dedicated to parent-teacher conferences, which will not continue past 8:00 p.m. In addition, teachers may be required to attend not more than one (1) evening meeting, which shall be no longer than two (2) hours in duration and will not continue past 8:00 p.m.

Attendance at all other evening meetings will be at the option of the individual teacher, or by mutual agreement of the Association and the Committee.

- J. An aggregate of two (2) before and/or after school extra help sessions per week for the purpose of helping students with their school work at the secondary level, and as necessary to assist pupils at the elementary level.

Secondary teachers shall weekly post the schedule of such periods in their classrooms and shall provide same for the building principal.

- K. Guidance counselors may be required to work three (3) additional evenings per school year. In compensation for such additional evening work, such counselors shall receive compensatory time off at the rate of one and one-half (1 1/2) times the hours worked. The scheduling of such evening work shall be by mutual agreement between the counselor and his/her immediate supervisor.

- L. Any teacher or guidance counselor who works beyond the regular school year will do so on a voluntary basis.

- M. The Committee will provide a certificate for professional development points (PDPs) for hours which a staff member attends. Any staff member who participates in district-wide professional development activities will be awarded a certificate of completion for recertification purposes.

- N. Teachers may be required to share information gained through professional development workshops/conferences.

- O. The Committee will publish a tentative professional development schedule in September of each school year. The Committee will attempt to publish a summer workshop schedule by May 1 of the same year.

- P. Teachers and/or guidance counselors who work during the summer months shall be paid for said work based upon the workshop rate of: \$39.50 per hour worked.

- Q. Guidance counselors at the High School and Middle School level will be required to work nine (9) days more than the teacher work year. These days will be scheduled as follows: (1) the Principal may assign a guidance counselor to any day(s) contiguous to the teacher work year; and (2) the Principal may assign a guidance counselor to any other day(s) during the summer by mutual agreement. Notice of the exact work days scheduled will be provided to the guidance counselor no later than May 1. Guidance counselors shall be compensated at their per diem rate for these nine (9) additional days.

- R. Effective September 1, 2015, special education teachers shall be released of teaching duties for up to four (4) hours for each MCAS Alternative portfolio for which they are responsible. Release time will be pre-approved by the Principal.

SECTION 4. SPECIALIZED ACTIVITIES

- A. In accordance with State regulations and established policy and practices of the Committee, students will be supervised by specialists in specialized activities: for example, physical education, music and art.
- B.
 - 1. Elementary grade level teachers in grades K-5 shall be guaranteed five (5) preparation periods per week during the student day. The preparation periods will be 40 minutes in duration and may be provided through the use of specialist offerings or through such other manner as determined by the Committee. Teachers will return to the classroom five minutes before the end of the period to ensure an orderly transfer of the class. The aforementioned preparation time is based on a five day school week. If there is no school on a given day, the preparation period scheduled for that day is lost. Effective September 1, 2015, when possible, as determined by the Principal, one preparation period will be scheduled during each student day.
 - 2. Elementary grade level teachers in grades K-5 shall have five (5) common planning time periods (CPT) per week during the student day, three (3) of which will be led at the direction of the administration and two (2) of which will be teacher led. The administration will be kept informed of the plans for the teacher-led CPT periods. The aforementioned CPT is based on a five day school week. If there is no school on a given day, the CPT scheduled for that day is lost.
 - 3. Elementary specialist teachers in grades K-5 will have five (5) preparation periods per week, but will not be provided with CPT time. The aforementioned preparation time is based on a five day school week. If there is no school on a given day, the CPT scheduled for that day is lost.
 - 4. Specialists are defined as: Music, Art, Physical Education, and Library Staff.
 - 5. Elementary will not be assigned to more than 250 teaching minutes per day.
- C. Teachers at the Pre-K level shall receive three thirty (30) minute preparation periods per week during the student day. These preparation periods may be provided through the use of specialist offerings or through such other manner as determined by the Committee. The aforementioned preparation time is based on a five day school week. If there is no school on a given day, the preparation scheduled for that day is lost.
- D. There will be a 15-minute recess period each day in the elementary schools. Teachers who are on duty during the recess period will be granted an additional duty-free 15-minute period either before or after the recess period.

Effective September 1, 2015, there will be an additional 15-minute recess period each day for Kindergarten classes (with no additional duty-free period for Kindergarten teachers)

- E. There will be no change in the number of courses taught by High School staff during the duration of the agreement, unless the Parties have agreed otherwise. This Collective Bargaining Agreement may be reopened for the purpose of negotiating language necessitated by a change in the High School schedule. The following will apply to secondary staff:
1. Secondary will not be assigned to more than an average of 250 teaching minutes per day.
 2. Secondary will receive a minimum of one (1) preparation period per day and five (5) Common Planning Time periods per week, based on a five day school week, three (3) of which will be led at the direction of the administration and two (2) of which will be teacher led. The administration will be kept informed of the plans for the teacher-led CPT periods. If there is no school on a given day, the preparation period and CPT scheduled for that day is lost.
 3. Additional duties will be limited to the following:
 - a. Homeroom duty
 - b. Curriculum revision and development individually or collectively.
 - c. Monitoring of a directed student study - responsibilities for directed study are as follows:
 - 1) maintaining student attendance records
 - 2) supervising and directing students to utilize time for academic study, student tutorial teams, library research, and other academic preparation
 - d. Corridor patrol - checking student passes and lavatories
 - e. Library monitor - assisting in student management in the media center
 - f. Common team planning
 - g. Other duties may be substituted on a voluntary basis.
 4. Guidance counselors at the secondary level will carry a ratio of approximately 400 students per counselor.
- F. Secondary school teachers will not be required to teach more than two (2) subjects nor more than a total of three (3) teaching preparations within said subjects at any one time except on a voluntary basis.
- G. All teachers will be accorded a 30-minute duty free lunch period, during which time they may leave the grounds.
- H. In providing cafeteria coverage the Committee shall:

1. seek teacher volunteers
 2. secure non-teaching personnel
 3. whenever a teacher performs cafeteria duty, the compensation shall be at the rate of \$3,643, on the basis of one hour of cafeteria coverage. One (1) hour shall be defined as between 50 and 65 minutes for purposes of this section. Any portion of time less or more than the defined year and hour will be paid on a pro-rata basis.
- I. Nurses will not receive a prep period.
- J. Exception to the provisions of any section of this Article may be made only if the Superintendent or his/her designee determines that it is necessary to do so in the best interests of the educational process. The Association will be notified of each instance in which the Superintendent so determines.
- K. Lesson Plans
1. Objectives. Teachers shall post:
 - A. Mastery Objectives, which include what the students are expected to demonstrate. While not posted, lesson plans shall include Mastery Objectives for level group work and centers as well, if they are different from the main selection Mastery Objectives.
 - B. Language Objectives, when there is an ELL student in the class, they are required by the State or Federal governments, and the teacher has been trained in developing such objectives.
 2. Educators shall have written lesson plans, which shall include in no specific form:
 - A. Objectives (as above)
 - B. The activities that may be used
 - C. Formal assessment that may be conducted
 - D. Homework that is likely to be assigned.
 3. Educators will provide substitute lesson plans for use by substitute teachers.
 4. Lesson plans will be in a location in the classroom designated by the Principal and agreed upon by the Educator.
 5. Plans shall be created in collaboration with specialists when appropriate.
 6. Administrators may request to see an Educator's lesson plans. If requested ahead of the lesson, the administrator shall provide feedback in a timely manner.

7. In the event an Administrator has evidence based concerns regarding an Educator's lesson planning, he or she may request and/or work with the Educator regarding lesson plan content.
8. Nothing herein is intended to change the role of lesson plans as evidence that may be considered as part of the Educator Evaluation system and a determination of whether the Educator has met the Standards and Indicators of Effective Teaching Practice.

ARTICLE XXIII INSURANCE AND ANNUITIES

SECTION 1. The Town of Randolph Municipal Employees Group Insurance Plan with all subsequent amendments shall be considered part of this Agreement.

SECTION 2. The Town of Randolph Municipal Employees Basic Medical Expense Plan with all subsequent amendments shall be considered part of this Agreement.

SECTION 3. The Town of Randolph Municipal Employees Extraordinary Medical Expense Plan with all subsequent amendments shall be considered part of the Agreement.

SECTION 4. The Committee agrees to make necessary payroll deductions for the participation in such plans.

SECTION 5. The Committee accepts the tax sheltered annuity plan established pursuant to U.S. Public Law 87-370.

SECTION 6. The Committee agrees to implement a flexible benefits plan under I.R.S., C. Section 125 allowing the employee portion of health insurance premium to be deducted on a pre-tax basis.

ARTICLE XXIV SICK LEAVE

SECTION 1. Teachers will earn sick leave at the rate of twelve (12) days per year, calculated on the basis of 1.2 days per month. The twelve (12) days shall be credited to the teacher's sick leave accumulation at the beginning of the school year and shall be available for use once credited. However, in the event that a teacher leaves the District for any reason, voluntarily or involuntarily, the District shall have the right to recover from the teacher the monetary value of any sick leave days utilized but not earned as of the date of separation from employment with the District. Such right may be exercised by way of withholding from the teacher's final paycheck or in such other manner as is necessary. It is expressly understood that in the event of the retirement of a teacher, such days awarded but not yet earned shall not be eligible for buyback as provided elsewhere in the contract. In addition, when the retirement of a teacher is anticipated based upon that teacher's notification to the district, the award of sick leave in advance shall be limited to the pro-rated share of the twelve 12 days, based upon the anticipated retirement date.

SECTION 2. Unused sick leave will accumulate from year to year without limitation as of the beginning of any school year.

SECTION 3. Absences for periods in excess of five (5) days' duration will be paid only on submission of a doctor's certificate to the Superintendent, if requested. The Superintendent may require a conference in cases of suspected abuse of sick leave (e.g. established pattern of use, before/after weekends, and vacations). Such incidents will be treated as individual disciplinary cases by the Superintendent.

SECTION 4. Extension beyond stated sick leave shall be given in exceptional circumstances at the discretion of the Superintendent, with no charge back for substitute teachers.

SECTION 5. After ten (10) years of service any teacher who resigns, retires, or is reduced in force, shall be entitled to compensation for any unused sick leave at the rate of 25% to a maximum of \$5,000. The per diem salary will be based upon the teacher's last year's per diem rate. Payment will not be made while a teacher is on the recall list. Sick leave buyback shall not be available to those terminated for cause.

SECTION 6. Except on reinstatement after an approved leave of absence, no sick leave credit for prior employment will be allowed to any teacher rehired after a termination of service.

SECTION 7. For the 2014-2015 contract year, one (1) day when emergency illness or injury in the immediate family requires a teacher to make arrangements for necessary medical and nursing care or any other reason approved by the Superintendent, may be treated as sick leave. In addition, a maximum of five (5) days per school year for critical illness (when death is imminent) in the immediate family requiring the bedside presence of the teacher will be allowed and be credited to his/her sick leave.

Effective September 1, 2015 the prior two sentences shall be ineffective and a member may use up to five (5) days of accrued sick time each year for the illness or injury of an immediate family member.

It is not the intention of this section to allow the teacher to serve as a nurse, companion or any other type of nursing or caring assistant.

SECTION 8. A sick bank will be maintained by the Committee and administered by the Association based upon the rules approved by the Committee and the Association. Teachers may donate one day during the life of this contract. However, if the sick bank falls below 100 days, a second day may be donated. In order to maintain membership in the bank, a teacher must donate a day at each reopener. Any new teachers will be allowed to join the bank after 90 days of employment. It is not to be used for purposes of paternity, maternity or child rearing. The maximum number of days a teacher may use from the sick bank annually can be found in the Sick Bank Guidelines (see Appendix V).

SECTION 9. If a staff member has no more than two (2) absences in a given year, exclusive of personal, bereavement, or approved Association or professional leave, said person will be

granted one (1) additional personal day to be used during the following year or cumulative up to three (3) for a second year. (It is possible for a staff member to begin the school year with four (4) personal days. For example: 1 unused day/saved plus 1 day for good attendance plus 2 days for the new school year = 4 days).

**ARTICLE XXV
BEREAVEMENT LEAVE**

In case of death in the teacher's immediate family, the teacher will be allowed up to five (5) consecutive work days as needed with pay, commencing from the day of death. These days shall not be extended by intervening vacation or summer periods. The terms "immediate family" will mean the teacher's spouse, child, father, mother, sister or brother, or another person living in the immediate household of the teacher at the time of his/her death or at the commencement of final illness or accident. In case of death of the teacher's grandparents, father-in-law, mother-in-law, or grandparents of his or her spouse, the teacher will be allowed the days off needed, with pay, up to and including the day of the funeral or memorial service, but not to exceed a total of three (3) days. One (1) day's leave, with pay, will be granted in the case of death of other relatives to attend the funeral or memorial service. A staff member may use one (1) sick day for the loss of a friend. If more time is needed, the staff member may use his/her personal days.

These provisions shall be administered by the Superintendent in the light of their purpose, which is to provide opportunity when needed, to enable an employee to attend a funeral or memorial service or to attend to family and personal needs arising as a result of a death.

**ARTICLE XXVI
TEMPORARY LEAVES OF ABSENCE**

SECTION 1.

A. Personal Days

1. For the 2014-2015 contract year, one (1) day's leave of absence for personal, legal, business, household or family matters, which require absence during school hours, will be granted. Effective September 1, 2015, two (2) day's leave of absence for personal, legal, business, household or family matters, which require absence during school hours, will be granted. Application for such a leave will be made to the Principal at least 72 hours before taking such leave (except in the case of emergencies) and the applicant for such leave will not be required to state the reason for taking such leave other than it is under this section. For the 2014-2015 contract year, a member may save two (2) unused days of personal leave for use in a succeeding year. Effective September 1, 2015, a member may save one (1) unused day of personal leave for use in a succeeding year.
2. The Committee agrees to allow up to a maximum of fifteen (15) days before a holiday and fifteen (15) days after a holiday for use by teachers for the purpose of extending a holiday on a first come first serve basis. A teacher may use one day

before OR one day after a vacation. Requests must be made no less than ten (10) days prior to the leave day requested.

3. In case of emergency or extenuating circumstances, more days may be granted for personal, legal business, household or family matters at the discretion of the Superintendent or his/her designee. Such additional leave will not be unreasonably denied. The building principal is responsible for forwarding the request form to the office of the Superintendent or his/her designee (see Appendix IV).
- B. No more than one (1) day for the purpose of visiting other schools or attending meetings or conferences of an educational nature may be granted.
- The Committee will pay the reasonable expenses, including fees, meals, lodgings and/or transportation incurred by teachers who attend workshops, seminars, conferences or other professional improvement sessions at the request and/or with the advance approval of the Superintendent.
- C. Time necessary for the President of the Association or his/her designee and one (1) other person of the Association to attend State and National MTA, NEA, NCTA conferences and conventions, not to exceed twenty (20) days in any school year, will be granted.
- D. Reasonable time necessary for appearances in any legal proceeding connected with the teacher's employment will be granted, except when such legal action is taken by said teacher against the Committee or the Administration.
- E. A maximum of ten (10) days per school year for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligation cannot be fulfilled on days when school is not in session, will be granted. Teachers will be paid the difference between their regular pay and the pay which they receive from the State or Federal Government.

SECTION 2. Leaves taken pursuant to Section 1 above will be in addition to any sick leave to which the teacher is entitled. No teacher will be required to arrange for his/her own substitute.

SECTION 3. In the event a reply is not received by the teacher by the close of school on the day preceding the day requested, upon request of the teacher, the principal will call the Superintendent for the decision.

SECTION 4. Applications for leaves pursuant to Section 1 above shall be made to the Superintendent or his/her assistant in writing at least 72 hours in advance of taking such leave (except in case of emergencies).

SECTION 5. Two (2) personal leaves of absence shall be granted and two (2) educational leaves of absence may be granted, without pay for one (1) year, after three (3) years of service in the Randolph Public Schools. If a teacher receives such a leave, the teacher will not be eligible for a second leave until five (5) years have elapsed from the return date of the first leave. All leaves must be applied for by May 1 of the previous year, except that if more than two (2)

persons apply in either area, persons who have never received a leave under this Article shall be given absolute preference over a person who has previously received a leave under this Article. A person who accepts a leave must notify the Superintendent regarding his/her intent to return by May 15 of the year of the leave. If such notice is not received, the person will be deemed to have resigned. The Superintendent will notify persons who will be granted a leave by June 15. If extenuating circumstances arise, the Superintendent may grant additional leaves.

SECTION 6. In response to recent legislation concerning jury duty, the Committee and the Association agree to the following procedure:

A teacher who serves on jury duty will be paid full salary by the Committee less per diem salary paid to the teacher from the Commonwealth of Massachusetts for jury duty on school work days.

ARTICLE XXVII SABBATICAL LEAVE

Sabbatical leave will be available after seven (7) years of service in the Randolph Public Schools for advanced study as approved by the Superintendent and is subject to availability of funding. Requests must be received by the Superintendent in writing not later than December 1 of the calendar year proceeding the school year in which the leave is sought.

Successful applicants will receive one-half (1/2) of the salary to which they have been entitled provided that amount, when coupled with any scholarship, grant or aid, shall not exceed the salary to which they would have been entitled.

Not more than two (2) teachers (if more than two (2) qualified persons apply) may take advantage of this in any one (1) school year.

Before beginning a sabbatical leave, a teacher shall agree in writing to return to active service in the Randolph Schools for a period of at least two (2) school years following the expiration of the sabbatical leave period. A teacher who does not fulfill this agreement shall repay to the Town of Randolph, within a three (3) year calendar period, the amount of salary received during the sabbatical leave, provided, however, that the teacher shall be released from such payment if his/her failure to serve the two (2) years is due to his/her illness, disability, death, or if he/she is discharged from his/her service by the Superintendent.

A teacher returning from sabbatical leave shall be placed in a comparable position and on the step of the salary schedule he/she would have attained had he/she remained in the school system, and shall be eligible for all rights and benefits while on leave. No teacher may be granted a second sabbatical leave unless he/she has completed seven (7) years since his/her last leave in the Randolph School System.

ARTICLE XXVIII EXCHANGE PROGRAMS

Exchange programs will be available after three (3) years of service in the Randolph Public Schools if approved by the Superintendent. The dates for application shall be from September 1

to December 1 of the calendar year preceding the school year in which leave is sought. Not more than two (2) teachers may take advantage of this in any school year. If more than two (2) teachers apply for an exchange program, the Superintendent's decision will be based upon length of service in Randolph and previous use of this Article. The salary of the teacher coming to Randolph will be based upon the appropriate step of the salary schedule, but in no event will be higher than the salary of the teacher leaving. The teacher coming to Randolph will be accorded all professional rights outlined in this Agreement.

Upon returning from said exchange program, teachers shall be placed in their position and on the appropriate step of the salary schedule and shall be eligible for all rights and benefits previously accrued, including but not limited to all unused sick leave and increments, if earned.

ARTICLE XXIX PARENTAL AND CHILD REARING

SECTION 1.

- A. Parental leave shall be granted to teachers giving birth, teachers whose spouse is giving birth or teachers adopting a child. Teachers must give thirty (30) days' notice in writing as to the date the parental leave is to start, except in emergency situations.
- B. For teachers giving birth, a physician's statement verifying the pregnancy and permitting the teacher to continue employment must be submitted with the request. Said teacher may return to work when she and her family physician state that she is physically able to do so.
- C. A teacher may return to work in accordance with the following schedule:
 - 1. At the end of the teacher's Family and Medical Leave Act (FMLA) leave or Massachusetts Maternity Leave Act (MMLA) leave.
 - 2. Beyond the FMLA or MMLA leave, any teacher who leaves during the school year must return the following September or the second September following the leave. Notice of intent to return must be filed by April 1. In the event the teacher leaves between April 1 and the close of school, notice of intent must be filed upon application for such leave.
 - 3. Beyond the FMLA or MMLA leave, any teacher who takes leave due to the birth or placement of a child occurring during the summer months may either return following expiration of FMLA or MMLA leave or the following September. Summer months are defined as the period between the last work day of one school year until the first day of the following school year. Notice of intent to return must be filed upon application for such leave.

SECTION 2.

- A. The teacher assignment, upon returning to employment, will be determined by the Superintendent, taking into consideration former grade placement, and/or the particular department at the time of initial employment.
- B. The teacher shall be eligible for all rights and benefits previously accrued, including all unused sick leave, and increments, if earned. The salary of the reinstated teacher shall be determined based upon the conditions stated in Articles X and XXI.

**ARTICLE XXX
SUBSTITUTE TEACHERS**

SECTION 1. Substitute teachers: Positions which will be vacant for at least one semester will, to the extent possible, be filled by personnel who have met the state certification requirements. If a certified substitute teacher is not available, such vacancy will be filled by qualified non-certified personnel. Basic salary for such substitutes shall be the minimum for his/her level of professional preparation. The Superintendent may, however, at his/her discretion, place a substitute in a higher salary level.

It is understood that the Association does not have the right to bargain for substitute teachers.

SECTION 2. It is the policy of the Randolph Public Schools to engage paid substitutes to fill all temporary absences which occur because of illness or other causes. When such absences occur and no substitutes are available, or when it is necessary for a teacher to be absent from his/her duties for a short period of time, regular teachers, on a voluntary basis, may substitute for the absent teacher during their non-teaching time. If no volunteers are available, the principal shall assign a regular qualified teacher to fill the temporary vacancy. Such service will be at the rate of \$19.64 per period covered.

Elementary classroom teachers who fill in for specialists, (art, music, physical education) will be reimbursed at the same rate.

In the event that a substitute cannot be arranged for a teacher and a class is divided among other classroom teachers, those teachers shall be compensated by dividing the per diem cost of a substitute teacher.

**ARTICLE XXXI
REDUCTION IN FORCE**

SECTION 1. In the event it becomes necessary to reduce the number of employees included in the bargaining unit defined in Article 1, employees shall be laid off in the inverse order of their seniority. For purposes of this section, seniority shall be defined as follows:

- A. For those members employed as teachers prior to the 2015-2016 school year, seniority shall be based on the date of initial employment. In cases involving teachers who have identical seniority, preference for retention or recall shall be given to the teacher who has

the highest level of training. In cases where the teachers have identical levels of training, preference for retention or recall will be by random selection.

- B. For those members hired as teachers for the 2015-2016 school year and thereafter, seniority shall be based on the date the member commences work for the District. In cases involving teachers who have identical seniority, preference for retention or recall shall be given to the teacher who has the highest level of training. In cases where the teachers have identical levels of training, preference for retention or recall will be given based upon the earliest contract signing date and in cases where the contract signing date is identical, by random selection.
- C. For those teachers who experience a break in employment due to resignation, seniority will be based on the date of rehire and the definition in effect as of that date.

SECTION 2. When a reduction in the number of teachers in a school is necessary, volunteers will be considered first, if volunteers qualify for the positions.

SECTION 3. The Superintendent's office, in conjunction with the Committee, shall compile the final Reduction in Force list and any other documentation needed to determine the staffing patterns for the following year.

SECTION 4. An employee whose position is eliminated shall either:

- A. Be transferred to an open position within the recognition clause for which he/she is qualified*.

*Qualified - Whenever used in this article means:

Secondary: Secondary certification in subject area with a minimum of 30 hours in the subject field.

Elementary: Elementary certification with a minimum of 24 hours in elementary education.

Special education: Special education certification in the appropriate teaching area with a minimum of 24 hours in special education. School psychologists, social worker, occupational therapist: Appropriate certification or license, a minimum of 24 hours in the field and one (1) year experience within the respective field.

- B. Replace an employee with the lowest seniority anywhere within the school system in an area in which the laid-off employee is qualified.

SECTION 5. Teachers who are affected by reduction in staff must be notified in writing no later than May 15 of the school year proceeding the year in which the reduction will take effect. Said notice shall include the reasons for the layoff.

SECTION 6. Professional Status Teachers who have been laid off shall be entitled to recall rights for a period of three (3) years from the effective date of the respective layoff. By recall, it is meant that the Committee will fill all regular full year teaching vacancies first with qualified persons on the recall list in the inverse order of their layoff. A teacher will be removed from the recall list if he/she refuses to accept a full time position for which he/she is qualified.

While members of the bargaining unit continue on the recall list, the Committee agrees to use this list in the inverse order of the respective layoff unless there is no qualified teacher on the list, or until all qualified teachers decline an offer to fill the vacancy.

During the recall period, teachers shall be notified by certified mail (return receipt requested) to their last address of record and be given preference for positions as they develop in the inverse order of their layoff. If the teacher does not respond within fourteen (14) days, the teacher will be removed from the recall list.

All benefits to which a teacher was entitled at the time of layoff shall be restored in full upon re-employment within the recall period. During the recall period, teachers who have been laid off shall be given priority on the substitute list if they so desire, and will be given absolute preference in filling any approved leaves of absence for which the teacher is qualified in the inverse order of their respective layoff and may refuse to accept these positions without losing their rights to remain on the recall list.

SECTION 7. Laid off employees may continue group health and life insurance coverage during the recall period as provided by the Town to members of the bargaining unit by reimbursing the Town for premium costs. Failure to forward premium payments to the Town or refusal to return to employment upon recall will terminate this option. The provisions of this section are subject to the approval of the Town Treasurer and/or the appropriate authority.

SECTION 8. The School Committee shall prepare and submit twenty (20) copies of a seniority list to the Association by January 1 of each school year. This seniority list shall include the seniority date and any previously approved areas of qualification. By January 15 all requests for additional areas of qualification must be submitted to the Superintendent of Schools on the approved form entitled REDUCTION IN FORCE - REPLACING ANOTHER EMPLOYEE with all appropriate documentation to include copies of transcripts and certification. The Superintendent will review the submitted documents and will respond to the teacher in writing of his determination of the teacher's qualifications by February 1. Challenges to the seniority list or the action of the Superintendent concerning teacher qualifications must be made in writing by February 8 except that a teacher shall have a minimum of 5 days in order to properly develop a challenge. These challenges shall be sent to the President of the Association. Any unresolved challenges will be submitted to a tripartite panel by March 1. Said panel will consist of one member appointed by the Association, one (1) member appointed by the Superintendent, and one member agreed upon by both parties. The individual shall be informed of the date and time of the meeting and granted an opportunity to present his/her case. The decision of this panel shall be final and binding for all parties and is not subject to the grievance or arbitration articles of the Agreement. The original list plus any approved changes shall constitute the final seniority list for the purposes of this Article and shall be available within seven (7) days of the receipt of the final decision of the tripartite panel. Any costs related to the tripartite panel shall be borne

equally by the Association and the Committee. All time lines are to be considered as a formality and must be honored. Failure to do so will result in the disqualification of the claim for that school year.

SECTION 9. Teachers on any approved leave are subject to this reduction in force agreement under the same terms as a teacher in service. The reduction in force clause supersedes rights of return granted under a leave clause.

SECTION 10. During the period of time a teacher is on the recall list he/she may request temporary removal from the list for reasons of illness by submitting a letter to the Superintendent with a doctor's note verifying the illness. The teacher may return to the list by submitting a letter to the Superintendent with a doctor's note verifying his/her physical ability to return to employment. The original time on the recall list will not be extended because of this section.

SECTION 11. The Parties agree that this Agreement may be reopened for the limited purpose of negotiating changes to this Article for purposes of complying with M.G.L. c. 71, s. 42 as amended by St. 2012, c. 131, s.3. As these new statutory amendments are effective as of September 1, 2016, the Parties agree that their respective negotiating teams shall convene no later than December 18, 2015. The agreements reached shall be subject to ratification by the Association and Committee.

ARTICLE XXXII AGENCY FEE

Any teacher who is not a member of the Association in good standing or who does not make application for membership in the Association within thirty (30) days from the date of commencement of teaching duties shall, as a condition of continued employment, pay as an Agency Fee to the Association an amount equal to ninety (90%) percent of the current dues of the Randolph Education Association, the Massachusetts Teachers Association and the National Education Association, provided, however, that the teacher may authorize payroll deduction for such Agency Fee in accordance with Article III of this Agreement.

In the event that a teacher does not pay said Agency Fee directly to the Association or authorize payment through payroll deductions, the Committee shall immediately cause the termination of employment of such teacher, pursuant to Chapter 71, S42 of the Massachusetts General Laws. The parties expressly recognize that the failure of any teacher to comply with the provisions of the Article is just and reasonable cause for discharge from employment.

ARTICLE XXXIII DURATION-NEGOTIATIONS PROCEDURES

SECTION 1. This Agreement shall be effective as of September 1, 2014 and shall continue in full force and effect until August 31, 2017.

SECTION 2. The Parties agree that this Contract shall be reopened and that they will meet and negotiate in good faith over changes resulting from DOE or NEASC reviews.

SECTION 3. The parties agree that not later than October 1, 2016 they will enter into negotiations for a successor Agreement to become effective as of September 1, 2017.

SECTION 4. Such negotiations for a successor Agreement may include any matters covered by this Agreement and any other matters, which the parties mutually agree to be negotiable, or which by law are held to be negotiable. If negotiations have reached an impasse, the procedures described in Chapter 150E will be followed.

SECTION 5. During such negotiations, the Committee and the Association will present relevant data, exchange points of view, and make proposals and counter-proposals. As of the time it is made available to the Committee, the Committee will provide the Association with a complete proposed budget for the next fiscal year.

SECTION 6. The Committee will make available to the Association for inspection, all pertinent records of the school system. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

SECTION 7. If negotiation meetings between the Committee and the Association are scheduled during a school day, the representatives of the Association will be relieved from all regular duties without loss of pay as necessary, in order to permit their participation in such meetings.

SECTION 8. Expenses for the printing of the contract will be shared by both the Committee and the Association.

SECTION 9. Copies of this Agreement will be distributed to all present and future professional staff members.

SECTION 10. The Association and the Committee agree to share the cost to have the contract rewritten and printed.

ARTICLE XXXIV GENERAL

SECTION 1. The Committee will, upon request, provide the Association with any documents available to the public which will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with any other available information which may be necessary for the Association to process grievances under this Agreement.

SECTION 2. The Association will be provided with copies of approved minutes of official Committee meetings. A copy of the official agenda of the meeting and any attached documents will be given to the Association prior to said meeting, exclusive of any and all material for an executive session.

SECTION 3. This Agreement constitutes Committee policy for the terms of said Agreement, and the Committee and the Association will carry out, to the extent possible, the commitments contained herein and give them full force and effect as Committee policy. The Committee will

amend its administrative regulations and take such other actions as may be necessary in order to give full force and effect to the provisions of this Agreement.

SECTION 4. If any article or section of this Agreement or any riders thereto should be held invalid by operation of law or by any tribunal or competent jurisdiction, or if the compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with, or enforcement of, has been restrained, shall not be affected thereby.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as set forth above, the parties affected thereby shall enter into the immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of the invalidity or restraint.

SECTION 5. The Randolph Public Schools shall only award PDP's which are authorized and allowed by applicable state regulations and statutes.

SECTION 6. The Parties agree to form a joint subcommittee, comprised of an equal number of representatives of the Committee and of the Association, to review all side letters of agreement existing between the Parties, and to make recommendations to the bargaining teams as to their continuing applicability and incorporation into the body of the Parties' Collective Bargaining Agreement. The subcommittee's recommendations will be brought back to the bargaining teams and this Contract will be reopened for the limited purpose of negotiating over any recommended changes resulting from the subcommittee's review.

IN WITNESS THEREOF, the parties hereto set their hand and seal by their duly authorized representatives on this ____ day of August, 2015.

RANDOLPH SCHOOL COMMITTEE

RANDOLPH EDUCATION ASSOCIATION

By: _____
Its Chair

By: _____
Its President

APPENDIX I - UNIT A SALARY SCHEDULE

2014-2015 Salary Scale

	B	B+15	B+30	M	M+15	M+30	M+45	M+60	CAGS	CAGS15	DR
1	48,420	49,868	50,584	51,299	52,741	54,185	54,889	55,593	56,262	56,929	59,912
2	50,860	52,547	53,273	53,999	55,446	56,897	57,602	58,305	59,537	59,646	62,686
3	53,270	54,912	55,643	56,373	57,821	59,270	59,977	60,685	61,354	62,025	65,054
4	55,626	57,296	58,287	59,276	60,223	61,675	62,378	63,079	63,753	64,422	66,410
5	58,025	59,666	60,392	61,119	62,577	64,034	64,739	65,446	66,115	66,785	69,834
6	60,442	62,085	62,815	63,543	64,998	66,456	67,166	67,875	68,547	69,221	72,257
7	65,912	65,989	66,053	66,495	67,400	69,159	69,869	70,580	71,253	71,927	75,849
8	68,238	67,810	68,477	69,274	70,733	72,202	72,912	73,622	74,295	74,970	78,005
9	69,603	72,546	73,611	74,676	76,035	77,422	78,130	78,835	79,503	80,171	83,080
10		74,611	75,684	76,761	78,132	79,535	80,249	80,962	81,636	82,312	85,249
11		78,009	79,132	80,258	81,691	83,158	83,903	84,649	85,355	86,060	89,132

2015-2016 Salary Scale

	B	B+15	B+30	M	M+15	M+30	M+45	M+60	CAGS	CAGS15	DR
1	49,146	50,616	51,343	52,068	53,532	54,998	55,712	56,371	57,500	57,783	60,511
2	51,368	52,994	53,726	54,458	55,918	57,381	58,091	58,801	60,192	60,153	63,094
3	53,722	55,406	56,144	56,796	58,342	59,803	60,517	61,231	62,213	62,521	65,574
4	56,182	57,811	58,812	59,750	60,765	62,230	62,940	63,646	64,326	65,001	67,804
5	58,721	60,263	60,996	61,791	63,203	64,674	65,386	66,100	66,776	67,453	70,672
6	61,512	62,954	63,380	64,083	65,550	66,988	67,703	68,418	69,095	69,775	73,463
7	65,912	66,088	66,912	67,379	68,343	70,127	70,847	71,569	72,251	72,934	76,683
8	68,722	68,894	69,676	70,486	71,759	73,285	74,005	74,726	75,410	76,094	79,644
9	71,169	72,546	73,611	74,676	76,035	77,422	78,130	78,835	79,503	80,171	83,080
10		75,521	76,608	77,697	79,085	80,506	81,228	81,949	82,632	83,316	86,289
11		79,764	80,912	82,063	83,529	85,029	85,791	86,553	87,275	87,997	91,137

2016-2017 Salary Scale

	B	B+15	B+30	M	M+15	M+30	M+45	M+60	CAGS	CAGS15	DR
1	50,006	51,502	52,241	52,980	54,469	55,960	56,687	57,358	58,506	58,794	61,570
2	52,267	53,921	54,666	55,411	56,896	58,385	59,108	59,830	61,246	61,205	64,198
3	54,663	56,375	57,126	57,790	59,363	60,850	61,576	62,302	63,301	63,615	66,722
4	57,165	58,823	59,841	60,795	61,828	63,319	64,041	64,760	65,452	66,139	68,991
5	59,749	61,317	62,064	62,873	64,309	65,806	66,531	67,257	67,945	68,634	71,909
6	62,588	64,056	64,489	65,205	66,697	68,160	68,888	69,616	70,304	70,996	74,749
7	67,065	67,245	68,083	68,559	69,539	71,354	72,087	72,821	73,515	74,211	78,025
8	69,925	70,100	70,895	71,720	73,015	74,567	75,300	76,034	76,729	77,426	81,037
9	72,770	73,816	74,899	75,983	77,366	78,777	79,497	80,215	80,894	81,574	84,534
10		76,843	77,948	79,057	80,469	81,915	82,649	83,383	84,078	84,774	87,799
11		81,558	82,733	83,910	85,408	86,942	87,721	88,501	89,239	89,977	93,188

APPENDIX II - EXTRA DUTY AND EXTRA-CURRICULAR ASSIGNMENTS

The Committee retains the right to determine which of the positions listed shall be filled annually. In addition, it is the right of the Committee to add any new extra-curricular assignments it deems advisable. The Committee will set the initial salary for these new positions. The Association will be notified when new positions are created.

If the Association petitions the Committee in writing within 30 days, it shall have the right to negotiate the salary of any newly created position.

The following is a list of approved positions and their salaries:

CATEGORY I - HIGH SCHOOL

Band Leader	4,714
Color Guard Instructor	1,113
Director of Drama	5,631
Marching Band Drill Instructor	1,964
Percussion Instructor	740
Production Director (Musical Comedy)	2,292
Production Director (State Festival Entry)	1,898
School Store Faculty Manager	1,767
Tomorrow's Teacher Club Advisor	1,343

CATEGORY II - HIGH SCHOOL

Academic Bowl Advisor	983
African-American Club Advisor	983
Amnesty International Advisor(s)	983
Asian Club Advisor(s)	983
Business Club Advisor	983
Cheerleader Advisor(2)	983
Chess Club Advisor	983
Communications Club Advisor (RHTV)	983
Computer Club Advisor	983
Debate Club Advisor	983
Environmental Club	983
French Club Advisor	983
Freshman Class Advisor	983
Future Homemakers Advisor	983
Gay Straight Alliance Advisor	983
High School Strategor Games Club Advisor	983
International Club Advisor	983
Medical Career Club Advisor	983
Mock Trial Team	983
Model Rocketry Club	983
National Honor Society Advisor	983
Newspaper Business Advisor	983
Photography Club Advisor	983
Political Action Club	983
Production Director (4); 1 for each position	983
Robotics Club Advisor	983
Sophomore Class Advisor	983

Spanish Club Advisor	983
Student Academic Leadership Society Advisor	983
Student Homeroom Co-Advisors	983
Student Program Advisor	983
Tutorial Program Advisor	983
Yearbook Technical Advisor	983

JUNIOR HIGH

Art Club Advisor	983
Computer Club Advisor	983
Consumer Science Club Advisor	983
Credit Union Club	983
Drama Club Advisor	983
French Club Advisor	983
Great Books Club Advisor	983
International Club Advisor	983
Literary Club Advisor	983
Media Club Advisor	983
National Junior Honor Society Advisor	983
Non-Users Club Advisor	983
Peer Counseling Advisor	983
S.A.D.D. Advisor	983
School Accounts Manager	983
School Store Advisor	983
Spanish Club Advisor	983

ELEMENTARY

Building Advisor (5)	983
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CATEGORY III - HIGH SCHOOL

Jazz Band Director	1,309
Junior Class Advisor	1,309
Literary Advisor	1,309
Math Club Advisor	1,309
S.A.D.D. Advisor	1,309
Scholarship Advisor	1,309
Senior Class Advisor (2)	1,309
Show Choir Advisor	1,309
Student Council Advisor	1,309

JUNIOR HIGH

Junior High Student Council Advisor	1,309
Newspaper Club Advisor	1,309
Yearbook Advisor	1,309

CATEGORY IV - HIGH SCHOOL

Aesthetic Restoration Team Advisor	1,638
Cheerleader Advisor(Head)	1,638
Newspaper Literary Advisor	1,638
Production Director(Showcase)	1,638
RTV Advisor	1,876
School Accounts Advisor(7-12)	1,638
Yearbook Literary Advisor	1,638

CATEGORY V - SYSTEMWIDE

Senior Consultant (4 year program)	9,821
Senior Consultant (3 year program)	7,856
Senior Consultant (2 year program)	5,893
Senior Consultant (1 year program)	2,618

Academic Support Coordinator - per hour rate	36
Academic Support Teacher - per hour rate	31
Best Buddies Advisor	983
Bus Duty/High School	1,738
Floor Teachers	6,407
In-School Suspension	185
Mentor Program Coordinators (2)	3,000
Mentoring Program Teacher	1,545
Second Year Mentor (Effective 9/1/15)	375
Peer Assistant (Effective 9/1/15)	750
Peer Leader Advisor - per hour rate	21
School to Career Coordinator	5,199
Supervisor of Attendance	6,668
STOMPER (Effective 9/1/15)	5,000

ELEMENTARY SCHOOL

Literacy Coordinators	3,605
Math/ELA Coaches	3,605
Literacy Coordinator @Early Education Center	2,060
Social Competency Trainers	1,236

Middle School Team Leaders	3,605
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Chairs

Behavioral Needs	6,443
Elementary	6,717
EII	5,423
English	5,423
Foreign Language	5,423
Grades 7 & 8	6,717
Guidance	5,423
Math	5,423
Music	6,735
Out of District	6,717
Pre-K	6,717
RHS	6,717
Science	5,423
Social Studies	5,423
Special Education	6,717
Technology	6,735

<u>Assistant Principals</u>	5,317
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Other Administrators

Title I Administrator	8,240
Peer Leader Advisor – RHS	3,000

The parties agree to form a subcommittee comprised of an equal number of members designated by the REA and by the Committee to re-examine, review, propose, and update stipendiary positions including but not limited to:

1. Extra Duty and Extra Curricular Assignment Stipends
2. Coaches Salary Schedule (Appendix I).

The subcommittee shall commence its review in September 2015 and shall report back to their respective teams no later than May 1, 2016. The bargaining teams shall reconvene with the goal to finalize the agreement for an effective date of September 1, 2016 and the agreements shall be reduced to writing in the form of a Side Letter of Agreement and shall be subject to ratification by the REA and the School Committee.

APPENDIX III - COACHES

ARTICLE I RECOGNITION

SECTION 1. The Committee, subject to the provisions of Chapter 150E and any applicable amendments or provisions of State or Federal law now or hereafter in effect, recognizes the Association as the exclusive bargaining representatives for all coaches in the Randolph Public School System as listed in the coaches' salary schedule on all matters cognizable as mandatory subjects for bargaining.

SECTION 2. Nothing contained in this Appendix shall be construed to prevent any coach or group of coaches not acting on behalf of any employees organization or representing anyone by themselves from at any time discussing any problems with any of their supervisors, Committee or its representatives- as a result of such discussion be the subject of a grievance otherwise legally contested by said Association unless such action is in specific and direct contravention or express language in a specific provision of this Appendix. The Association will be notified and have a right to attend any such session before the Superintendent or Committee.

SECTION 3. This Appendix incorporates the entire understanding of the parties on all issues, which were not or could have been the subject of negotiations. During the term of this contract neither party shall be required to negotiate with respect to any such matter whether or not covered by this Appendix and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this contract.

SECTION 4. The parties are agreed that the relations between them shall be governed by the terms of this Appendix only. No change or modifications of the Appendix shall be binding on either the Association or the Committee unless reduced to writing as executed by the respective duly authorized representatives.

ARTICLE II COACHES' GRIEVANCES

SECTION 1.

- A. For the purpose of this Appendix a grievance shall be defined as: Any complaint by an employee in the unit covered by this appendix that (1) he/she has been subject to a violation, inequitable application or misinterpretation of a specific provision of this Appendix, or (2) he/she has been subjected to an unfair or discriminatory act contrary to established policy and practice.
- B. An "aggrieved person" is the person or persons making the claim.
- C. A "party in interest" is the person or persons making the claim, and any person who might be required to take action or against whom action might be taken, in order to resolve the claim.

- D. The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to the problems, which may from time to time arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- E. 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, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement and must be reduced to writing.
- F. Should a grievance affect three or more coaches, then it may be considered by the Professional Rights and Responsibilities Committee as a group grievance and same may be filed in writing at Level 3, provided the coaches involved are identified, unless the grievance is common to all the coaches covered by this Agreement. The Professional Rights and Responsibilities Committee shall have the right to process said grievances through all levels of the grievance procedure. In the event a grievance is filed on or after June 1, which if left unresolved until the beginning of the following school year, could result in irreparable harm to the party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

SECTION 2. A grievance must be presented within ten (10) school days of the time of the occurrence of the alleged contract violation, or within ten days of the time when the aggrieved reasonably should have had knowledge of the alleged violation and must be processed in accordance with the steps, time limits and conditions set forth below in this Article.

- Level 1. The Aggrieved or party of interest shall present the grievance in writing to the Principal of his/her building or the appropriate supervisor. The written grievance shall give a specific summary of the facts involved, the provision(s) of this Agreement allegedly violated and the remedy sought. The Principal or supervisor and the aggrieved, and the President of the Association or his/her designee, shall meet within ten school days to discuss the grievance. The Principal or supervisor shall respond in writing within ten school days of the Level 1 meeting. If the grievance is not settled to the satisfaction of the aggrieved employee at this step, it may proceed to Level 2.
- Level 2. The written grievance will be presented to the Superintendent, within ten school days after receipt of the administrator's written response, and a copy shall be sent to the President of the Association. The written grievance shall give a specific summary of the facts involved, the provision(s) of this Agreement allegedly violated and the remedy sought. The Superintendent or his/her designee and the aggrieved, and the President of the Association or his/her designee, shall meet within ten school days to discuss the grievance. The Superintendent shall elect whether this discussion shall take place during working hours or not. The Superintendent or his/her designated representative shall give his/her written answer to the grievance within ten school days following the conclusion of the

meeting to the aggrieved person and the President of the Association. If the grievance is not satisfactorily settled at this step, it may proceed to level 3.

Level 3. The level 2 decision must be appealed in writing within ten school days after receipt of the written answer of the Superintendent by the Aggrieved to the Committee and a copy shall be sent to the President of the Association. The Committee or its designated representative and the aggrieved person, counsel and/or authorized representative of the Association, shall meet to discuss the grievance as promptly as possible, no later than fifteen school days, at a time mutually agreed upon by the Chairman of the Committee and the President of the Association. But, in any event, if any person or persons are to represent the coach at this meeting, the Committee will be informed in writing prior to three days before the meeting, of the names and titles of such person or persons. The Committee or its designated representatives shall elect whether this discussion shall take place during working hours or not. The Committee will give its written answer to the grievance within ten school days following the conclusion of the meeting, with a copy sent to the aggrieved person and the President of the Association. If no satisfactory settlement of the grievance is made, it may proceed to Level 4.

Level 4. The Level 3 decision may be appealed to arbitration by written notice of such intention to appeal within ten school days after the receipt of the written answer under Level 3. This appeal to arbitration shall be in accordance with the procedure and conditions set forth in Article III of this appendix.

SECTION 3. A grievance not initiated within the time specified shall be deemed waived. Failure of the aggrieved person or the Association to appeal a decision within the time limit specified will mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal.

Failure of the Committee to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by mutual written agreement of the parties.

SECTION 4. No reprisals of any kind will be taken by the Committee or any member of the Administration against any party in interest, any school representative, any member of the Professional Rights and Responsibilities Committee, or any participant in the grievance procedure by reason of such participation.

SECTION 5. Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing from within the bargaining unit or a representative of the Association and/or its affiliates. When an aggrieved person is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure except at Level 1.

SECTION 6.

- A. The Committee will, upon request, provide the Association with any documents in its possession which will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and their students. The Committee minutes, with the exception of those of Executive Session, are available for the perusal of the Professional Rights and Responsibilities Committee of the Association at the administrative offices. Material which is used by the Committee in the preparation of negotiations and/or grievances shall not be subject to this provision.
- B. All documents, communications and records used in the processing of a grievance will be filed separately from the personnel file of the aggrieved person and shall be made available on request to the aggrieved person and the Association.

ARTICLE III ARBITRATION

SECTION 1. In the event either party elects to submit a grievance to arbitration, the arbitrator shall be selected according to and shall be governed by the following procedure:

The arbitrator is to be mutually selected by the Committee and the Association. If the Committee and the Association cannot agree within seven (7) school days after written notice of intention to arbitrate has been received by either party, then the party demanding arbitration shall within five school days, thereafter upon written request to the other, request the Massachusetts Board of Conciliation and Arbitration to provide a panel of arbitrators, said arbitrator then to be selected under the provisions of the Voluntary Labor Arbitration Rules.

SECTION 2. The Arbitrator shall be bound by the procedure set forth in the Voluntary Labor Arbitration Rules as now in effect or hereafter established by the Massachusetts Board of Conciliation and Arbitration. He/she shall arrive at his/her decision solely upon the facts, evidence and contentions as presented by the parties through the arbitration proceedings. The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement and in reaching his/her decision shall interpret this Agreement in accordance with the commonly accepted meaning of the words used herein and the principle that there are no restrictions intended upon the rights and authority of the Committee other than those expressly set forth herein. Subject to the foregoing, the decision of the arbitrator shall be final and binding upon the parties.

SECTION 3. Notwithstanding anything to the contrary, no dispute or controversy shall be the subject for arbitration unless it involves a grievance as specifically defined in Article VI, Section 1 (a).

SECTION 4. Sections 1 through 4 above are subject to Massachusetts General Laws, Chapter 150E, Section 1-16.

**ARTICLE IV
COACHES' CLOTHING**

The Committee will procure for coaches any special clothing required.

**ARTICLE V
COACHING CONFERENCES**

No more than one day for the purpose of visiting other schools or attending meetings or conferences of a coaching nature may be granted. The Committee will pay the reasonable expenses including fees, meals, lodging and/or transportation incurred by coaches who attend workshops, seminars, conferences or other improvement sessions at the request and/or with the advanced approval of the Superintendent.

**ARTICLE VI
COACHING SALARIES**

The Committee retains the right to determine which of the positions listed shall be filled annually. In addition, it is the right of the Committee to add any new assignments it deems advisable. The Committee will set the initial salary for these new positions. The Association will be notified when new positions are created. If the Association petitions the Committee in writing within thirty (30) days, it shall have the right to negotiate the salary of any newly created positions.

The following is a list of approved positions and their salaries:

COACHES SALARY SCHEDULE

<u>POSITION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
BASEBALL					
HEAD	3870	4329	4797	5259	5718
ASSISTANT	2532	2808	3078	3361	3636
FRESHMAN	2201	2440	2675	2906	3132
BASKETBALL					
HEAD	3870	4329	4797	5259	5718
ASSISTANT	2532	2808	3078	3361	3636
FRESHMAN	2201	2440	2675	2906	3132
GRADE 7 & 8	1513	1627	1747	1865	1975
X-COUNTRY	2156	2391	2619	2853	3078
FOOTBALL					
HEAD	5440	5901	6349	6822	7283
ASSISTANT	3216	3508	3824	4150	4468
FRESHMAN	2906	3132	3354	3650	3834
GOLF	1558	1787	2017	2247	2433
GYMNASTICS	2717	2990	3266	3587	3951
HOCKEY					
HEAD	3870	4329	4797	5259	5718
ASSISTANT	2532	2808	3078	3361	3636
FRESHMAN	2201	2440	2675	2906	3132
TRACK - (INDOOR)					
HEAD	2442	2675	2899	3134	3369
ASSISTANT	1696	1860	2017	2176	2290
SOCCER					
HEAD	2899	3369	3825	4288	4747
ASSISTANT	2247	2520	2806	3078	3352
SOFTBALL					
HEAD	3870	4329	4797	5259	5718
ASSISTANT	2532	2808	3078	3361	3636
FRESHMAN	2201	2440	2675	2906	3132
TRACK					
HEAD	2619	2946	3263	3585	3908
ASSISTANT	1696	1860	2017	2176	2290
SWIMMING	2255	2520	2806	3119	3422

<u>POSITION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
TENNIS	1740	1968	2194	2425	2653
WEIGHT TRAINING	2231				
WRESTLING					
HEAD	2899	3369	3825	4288	4747
ASSISTANT	2247	2520	2806	3078	3352
VOLLEYBALL					
	2152	2441	2713	3017	3309
EQUIP MANAGER					
	2156	2325	2480	2643	3648
ATHLETIC TRAINER					
	2324				
FOOTBALL COORDINATOR					
	8878				
ASSISTANT FOOTBALL COORDINATOR					
	6864				
CHEERLEADING COORDINATOR					
	6119				

APPENDIX IV - LEAVE OF ABSENCE FORM

RANDOLPH PUBLIC SCHOOLS
RANDOLPH, MASSACHUSETTS 02368

PERSONAL LEAVE OF ABSENCE

REQUEST FORM

DATE: _____

NAME: _____

SCHOOL: _____

DATE OF LEAVE: _____

I am hereby requesting a temporary leave of absence in accordance with Article XXVII, Sub-section 1a. for the following reason:

(check one)

_____ Legal

_____ Business

_____ Household or Family Matters

_____ Personal*

* I understand that personal leaves for the purpose of extending a holiday or vacation will not be granted, except in unusual circumstances and will require the approval of the Superintendent. Therefore, I am providing a brief explanation of such unusual circumstances below:

SIGNATURE OF APPLICANT _____

PRINCIPAL'S SIGNATURE (if applicable) _____
(acknowledgment only)

SUPERVISOR'S SIGNATURE (if applicable) _____
(acknowledgment only)

CENTRAL OFFICE APPROVAL

DATE

APPENDIX V - SICK BANK GUIDELINES

RANDOLPH EDUCATION ASSOCIATION SICK BANK GUIDELINES REVISED AS OF SEPTEMBER 1, 2005

I. Introductory Statement

- A. A "Sick Leave Bank" will be established whereby all members covered by the Agreement who have been granted sick leave by the Superintendent or his/her designee may receive additional paid sick leave upon exhaustion of their own earned and accrued sick leave through prolonged illness.

II. Eligibility of Membership

- A. All Unit A Members are eligible to participate in the "Sick Leave Bank".
- B. New employees are eligible to participate in the "Sick Leave Bank" as soon as a single day of personal sick leave is earned and contributed to the Bank.

III. Funding the Bank

- A. During the enrollment period, an eligible employee acquires the applicant's donation of one day of earned sick leave to the bank.
- B. The application for membership shall specifically authorize the applicant's donation of one day of earned sick leave to the Bank. Said authorization will be signed by the employee before October 15 of the school year in which enrollment is open and will be kept on file by the "Sick Bank" Committee. A copy will be sent to the Superintendent's Office.
- C. Application for membership in the Bank must be made by new employees within ninety (90) days from the time their contract becomes effective.

IV. Administration of the Bank

- A. The "Sick Leave Bank" shall be administered by the Sick Bank Committee.
- B. Effective until the expiration of this Agreement, the Sick Bank Committee shall consist of six (6) members covered by the Unit A contract and one member of Unit D, who will be approved by the REA Representative Council and one (1) member designated by the Committee.
- C. The Sick Bank Committee shall consist of:
 - 1. President of the Association (ex officio)
 - 2. Sick Bank Chairperson
 - 3. One representative from the high school.

4. One representative from the junior high school.
5. One representative from the elementary school.
6. One representatives from the nurses.
7. One representative from Unit D.
8. Committee Designee

V. Duties of the Sick Bank Committee

- A. The Sick Bank Committee shall govern all phases of the Bank.
- B. The Sick Bank Committee is responsible for acting on all requests by members for use of sick bank time to fund an approved leave for reason of prolonged illness. However, the Sick Bank Committee does not have the authority to grant or approve a leave by a member. Such authority rests solely with the Superintendent or his/her designee
- C. The decisions of the Sick Bank Committee may be appealed to the Committee for review or hearing by any participating Bank member directly affected by a given decision and/or any member of the Committee itself.
- D. If mutual agreement has not been reached (Article V Section B) the member has the option to appeal the case to an Appeals Board appointed by the REA Representative Council.

VI. Provisions for Benefit Payment

- A. Before a participating member may receive any benefits, he or she must have exhausted all annual or accumulated sick leave and received authorization for the leave by the Superintendent or his/her designee.
- B. The "Bank" days shall not be granted in most cases for three (3) work days following the last day on which the participating member received annual or accumulated sick leave. These three days may be waived by the Sick Bank Committee when the appropriate paper work has been completed and the illness is considered by the licensed physician to be serious or if the illness is of duration of at least two weeks.
- C. The Sick Bank Committee may approve withdrawal of up to and including twenty (20) days upon initial application of the participating member.
- D. The number of sick days requested from the Bank must be specified at the time of initial request.
- E. The participating member may request an additional number of sick days to cover the period beyond the first twenty (20) days referred to in Section C. Said request for additional days may be made before the twenty (20) days have expired or after they have expired, in which case they may be applied retroactively.

- F. Sick days are defined as normal work days, excluding holidays, and vacations and other non-working days. Payment will be made on a regular workday basis as sick leave is presently done. Salaries obtained from extracurricular or other such activities will not be included.
- G. Any eligible member who teaches less than a full schedule is entitled to a proportional number of days up to the maximum number that they could draw annually.

For example: A teaching schedule of:

SENIORITY	<u>20%</u>	<u>40%</u>	<u>60%</u>	<u>80%</u>	<u>100%</u>
Enrollment - 1 year	4 days	8 days	12 days	16 days	20 days
2-5 years	8 days	16 days	24 days	32 days	40 days
6-10 years	12 days	24 days	36 days	48 days	60 days
11-20 years	16 days	36 days	54 days	72 days	90 days
Over 20 years	27 days	54 days	81 days	108 days	135 days

- H. In order to expedite benefits, application for benefits must be made to the Sick Bank Committee five (5) calendar days prior to the expiration of the participating member's own sick leave (annual and accumulated), except in cases as determined by the licensed physician. Benefits shall not commence until the participating member's own annual and accumulated sick leave has been exhausted and three (3) additional work days have passed, unless waived according to the guidelines set forth in Article VI B above.
- I. The application for benefits must be accompanied by a certification of illness or disability completed and signed by the licensed physician. The Sick Bank Committee may require additional information beyond a doctor's certificate during the time that days are being used by a participating member. If the additional information is not provided for the Sick Bank Committee, said Committee may vote to stop the withdrawal of the Bank days.
- J. Any misuse or abuse pertaining to the Sick Leave Bank that comes to the attention of the Sick Bank Committee will be reviewed by said Committee. After review, if the Committee deems it necessary the Committee will request repayment for those days, which were the subject of abuse and/or will move to terminate the membership of the teacher in the Sick Bank.
- K. Benefits granted by the Sick Leave Bank under the Sick Leave Bank Guidelines will not extend beyond the participating member's term of authorized leave or employment.
- L. Approval of sick leave days granted requires a majority vote by five (5) members of the Sick Bank Committee.

M. If the Town is found to be responsible in a Workman's Compensation case, any days used by the participating member will be reimbursed fully to the Sick Leave Bank by the Town.

VII. Termination of Agreement

Any sick leave granted under the provisions of these guidelines shall expire at the end of the applicable year.

VIII. Continuation of Sick Leave Bank

Days left in the Sick Bank at the end of a school year will be carried over and applied to the following school year.