

Agreement

*between the*

Acton-Boxborough  
Regional School Committee

*and the*

Acton-Boxborough Education Association

2017 - 2020

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## PREAMBLE

This AGREEMENT is made this 15<sup>th</sup> Day of May 2017, by and between the ACTON-BOXBOROUGH REGIONAL SCHOOL COMMITTEE and the ACTON-BOXBOROUGH EDUCATION ASSOCIATION.

In consummating this agreement, it has been the purpose of the parties to continue their harmonious relationships, to promote mutual cooperation and understanding, to formulate rules, to define and resolve the proper interest of the teachers in their rights of compensation, hours and conditions under which they perform their duties, all with a goal of providing education of the highest possible quality for the children attending the Acton-Boxborough Regional School District.

The parties acknowledge that:

- a) The Committee, elected by the citizens of the Towns of Acton and Boxborough, has complete authority over, and responsibility for, policies and administration of the schools which they exercise under law.
- b) The Superintendent of Schools of the Acton-Boxborough Regional School District (hereinafter referred to as the "Superintendent") is responsible to the Committee for carrying out the policies established by the Committee and for the administration of the Acton-Boxborough Regional School District.
- c) The teaching staff of the Acton-Boxborough Regional School District, the Superintendent, and the Committee are responsible for providing education of the highest possible quality.

**ARTICLE 1  
RECOGNITION AND REPRESENTATION**

- 1.1 The Association is recognized by the Committee (pursuant to Chapter 150 (E), Massachusetts General Laws) as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment for all professional employees employed by the district including classroom teachers, special educators, specialized teaching personnel, school counselors, occupational, physical, and speech and language therapists, librarians, nurses, High School Department Leaders, Junior High Coordinators, Student Services Chairperson, Nurse Leaders, and P.E./Health Chairperson, but excluding Superintendent, Assistant Superintendents, Principals, Assistant Principals, Associate Principals, Deans, Director of Special Education, Special Education Team Leaders, Administrative Assistants and other administrative personnel, per diem substitute teachers, and all other employees. The terms "teacher" and "teachers" as used hereafter in this Agreement refer only to such persons as at the time in question fall within the bargaining unit as defined in this Article.
- 1.2 Definitions
- "Days" shall mean only days on which teachers are required to report, and, in addition, days other than weekends or legal holidays during the summer vacation period.
- "District" means the Acton-Boxborough Regional School District.
- "Committee" means the Acton-Boxborough Regional School Committee.
- "Association" means the Acton-Boxborough Education Association.
- "Superintendent" means the Superintendent of the Acton-Boxborough Regional School District.

**ARTICLE 2  
COMMITTEE'S RIGHTS**

- 2.1 Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, all the authority, power, rights, jurisdiction, responsibilities and duties of the Committee under the laws of the Commonwealth or the lawful by-laws of the District or of any of the Member Towns of the Agreement for a Regional School District for the Towns of Acton and Boxborough, in effect as of July 1, 2017, as from time to time amended, are retained by and reserved exclusively to such Committee.

**ARTICLE 3  
EFFECT OF AGREEMENT**

- 3.1 This instrument constitutes the entire Agreement that the Committee and the Association arrived at as the result of collective bargaining negotiations, except such amendments as shall be agreed to in writing and signed by the parties.
- 3.2 The parties acknowledge that during the negotiations which resulted in this Agreement each has had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties

after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Committee and the Association for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been in the knowledge or contemplation of either or both the parties at the time this Agreement was signed.

- 3.3 The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this Agreement.
- 3.4 No provision of this Agreement shall be retroactive prior to the effective date.
- 3.5 Should any provisions of this Agreement be or become invalid because of any existing or future provisions of law, court decision or administrative ruling, the remainder of this Agreement shall remain in full force and effect for the duration of the Agreement.

#### ARTICLE 4 GRIEVANCE PROCEDURE

- 4.1 The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to grievances. The Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved. Nothing in this agreement shall prevent any teacher from individually presenting any grievance of such teacher.
- 4.2 A grievance shall mean a complaint by a teacher or group of teachers concerning wages, hours and conditions of employment.
- 4.3 Every effort shall be made by the aggrieved teacher and appropriate immediate superior to arrive at a settlement of the matter involved before resorting to the formal grievance procedure. The aggrieved teacher may, whenever feasible, first discuss the grievance with the Professional Rights and Responsibilities Committee of the Association or its equivalent.
- 4.4 If the designated school official fails to provide a decision within the specified time limits, the grievance shall be deemed to have been denied on the day the decision was due, and the grievance shall be qualified to be carried to the next higher level.
- 4.5 No grievance shall be considered which is not presented within the time limits specified in Level One. Failure to appeal a decision to the next higher level within the specified time limits shall be considered as acceptance of the decision.
- 4.6 The formal processing of grievances shall be undertaken as listed below and shall be undertaken only during non-assigned hours.

##### LEVEL ONE

- a) If the matter has not been settled to the aggrieved teacher's satisfaction by informal discussion as provided in Section 4.3 of this Article, the teacher shall, within fifteen (15) days after the date on which the circumstances giving rise to the grievance became known to the aggrieved teacher, present a grievance orally or in writing to the appropriate Principal or Director.

- b) Within five (5) days after receipt of the grievance by the appropriate Principal or Director, he or she, or a designated representative shall meet with the teacher and the representative of the Association in an effort to settle the grievance. The Principal or Director shall provide a decision in writing within five (5) days of the date of this meeting.

#### LEVEL TWO

- a) If the grievance has not been settled at Level One to the satisfaction of the aggrieved teacher, the grievance shall be presented in writing to the Superintendent within five (5) days of the receipt of the Superintendent's decision.
- b) Within ten (10) days after receipt of the grievance by the Superintendent, his or her designated representative shall meet with the teacher and a representative of the Association in an effort to settle the grievance. The Superintendent or his or her representative shall provide a decision in writing within five (5) days of the meeting.

#### LEVEL THREE

- a) If the grievance involves an Appointing Authority executive matter including but not limited to issues involving hiring, assignments, leaves, promotions, evaluations, and disciplinary matters and has not been settled at Level Two to the satisfaction of the aggrieved teacher, the aggrieved teacher may not appeal to the School Committee and may file for arbitration in accordance with law. If the grievance does not involve an Appointing Authority matter, it shall be presented in writing to the School Committee, within ten (10) days of the receipt of the Superintendent's decision.
- b) The Committee shall meet with the aggrieved teacher and the Association representative not later than twenty-five (25) days after it has received written notification from the Association that the Superintendent's decision is unsatisfactory.
- c) The Committee shall provide its decision in writing to the aggrieved teacher and to the President of the Association or his or her designated representative within ten (10) days after the meeting specified in subparagraph (b) of Level Three.
- d) If the grievance is not settled at Level Three, it may be taken to arbitration by the Association under the terms of Article 5 of this Agreement.

4.7 If the Committee and the Association or the aggrieved teacher (in instances in which the teacher pursues the grievance without the intervention of the Association) agree, a grievance may be presented initially to the Superintendent at Level Two (with a copy to the appropriate Principal or Director), within the fifteen (15) day time limit referred to in Level One being applicable to such initial presentation. Within fifteen (15) days after receipt of the grievance by the Superintendent, he or she or, his or her designated representative, shall meet with the teacher and a representative of the Association in an effort to settle the grievance. The Superintendent or his or her representative shall provide his or her decision in writing within ten (10) days of the date of that meeting.

4.8 If a teacher presents a grievance without representation by the Association, the disposition of the grievance shall be consistent with the provisions of Agreement. The Association shall be notified of the initiation of the grievance at Level One hereof (or Level Two hereof, if the grievance is initiated at that level pursuant to

Section 4.7) and shall, if the Association so requests, be heard at each step thereof, and shall be notified of the decision reached at each level.

- 4.9 Settlements of grievances under this Article or awards under Article 5 may or may not be retroactive as the equities of each case may demand, but in no event shall a settlement be retroactive beyond more than fifteen (15) days prior to the date on which the grievance was presented in Level One hereof (of Level Two, if the grievance is initiated at that level pursuant to Section 4.7).

## ARTICLE 5 ARBITRATION

- 5.1 A grievance involving the interpretation or application of a provision of this Agreement which has not been settled in accordance with the provision of Article 4 may be taken to arbitration, subject to the provisions of this Article, by either of the Committee or the Association.
- 5.2 A grievance involving the interpretation or application of a provision of this Agreement which has been settled in accordance with the provisions of Article 4 may be taken to arbitration, subject to the provision of this Article, by either of the Committee, provided that such Committee did not approve the settlement.
- 5.3 The party desiring arbitration shall notify the other parties to this Agreement of its intention to do so by letter presented to the Chairperson of the Committee and to the President of the Association, or to the designated representative of either, within twenty (20) days of the date of receipt of the notice of the decision at Level Three of Article 4.
- 5.4 Arbitration shall be conducted in accordance with the provisions of this Agreement and then applicable Voluntary Labor Arbitration rules of the American Arbitration Association to the extent that such rules are not in conflict with provisions of this Agreement.
- 5.5 The Committee or the Association shall have standing to raise a question of arbitrability during the arbitration or in an appropriate forum.
- 5.6
- a) Each party to arbitration shall bear the cost of preparing and presenting its own case.
  - b) The expenses of the arbitration proceedings, including the fees and expenses, if any, of the arbitrator, shall be borne equally by the Committee and the Association.
- 5.7 The function of the arbitrator is to determine the interpretation and application of specific provisions of this Agreement. There shall be no right in arbitration to obtain, and no arbitrator shall have any authority or power to award or determine any change in, modification or alteration of, addition to, or detracting from, any of the provisions of this Agreement. The decision of the arbitrator, if within the scope of his or her power and authority under this Agreement and made in accordance herewith, shall be final and binding on the parties and on the teachers. Unless the parties otherwise agree, each grievance shall be separately processed in any arbitration proceedings hereunder, and the arbitrator shall furnish his or her opinion in writing specifying the reasons for his or her decision. The arbitrator shall not render a decision contrary to state or federal law.



- 5.8 No arbitrator shall have any authority or power to award any settlement to be retroactive beyond more than fifteen (15) days prior to the date on which the grievance was presented in Level One hereof (or Level Two hereof, if the grievance is initiated at that level pursuant to Section 4.7).

## ARTICLE 6 CONTINUITY OF OPERATIONS

- 6.1 The Association agrees that no Association officer, Association representative or teacher shall engage in, induce or encourage any strike (whether sympathetic, general or of any other kind), walkout, work stoppage, sit down, slow down, withholding of services, boycott (whether direct or indirect), concerted resignation or any other direct or indirect interference with the operation of the school district or school system. The Committee each agrees not to conduct a lockout.
- 6.2 The Association and its members, individually and collectively, agree that if there is a violation of Section 6.1, any or all teachers violating this clause will, at the discretion of the Superintendent, be subject to disciplinary action, including discharge or suspension, and the only question that will be subject to the grievance and arbitration procedure is that of participation or involvement as described above.
- 6.3 In the event of a violation of this Article, either the Committee or the Association, as the case may be, may at its option institute any or all proceedings in a court of law or in equity or in arbitration pursuant to the procedure described in Article 5.

## ARTICLE 7 SALARIES

- 7.1 A full-time teacher's base annual salary during the term of the Agreement shall be determined as set forth in Schedule A of this Agreement. Part-time teachers will be paid at the relevant proportion of the full-time rate including supermaximum, experience increments payments, and administrative stipends.
- 7.2 Department Leaders, Department Coordinators, Chairpersons, Nurse Leader
- a) High School Department Leader  
The High School Department Leader (DL) leads hiring processes and makes recommendations to the Principal, oversees ABRHS staff, responds to questions from parents, and develops curriculum consistent with K-12 goals and objectives. The HS DL will collaborate with the Jr. High Department Coordinator about 7-12 curriculum. The HS DL and the Jr. High Coordinator will meet at least once in the summer, and at least three times throughout the year. The High School Department Leader will participate in the High School Leadership Team and will attend District and High School Leadership days in the summer. The High School DL teaches a reduced schedule to allow time for department leader responsibilities, and will receive a stipend above the schedule A salary.
- Stipend: \$8,000
- b) Junior High Department Coordinator  
A Junior High Department Coordinator assists in hiring, develops curriculum consistent with K-12 goals and objectives, and represents the department in the Jr. High Leadership Team. The JH Coordinator will collaborate with the HS Department Leader about 7-12 curriculum. The Jr. High Coordinator and the HS

DL will meet at least once in the summer, and at least three times throughout the year. The Jr. High Coordinator will receive a stipend above the schedule A salary.

Stipend: \$5,500

c) Student Services Chairperson

A Counseling Chairperson, Nurse Leader, Speech and Language Chairperson, or English Language Education Chairperson will have roles and responsibilities defined through his or her supervisor. The chairperson will be paid a stipend above the schedule A salary.

Stipend: \$4,500

7.3 A teacher designated and serving in an extracurricular position listed in Schedule B of this Agreement shall receive in addition to his or her base annual salary the amount set forth in Schedule B.

7.4 Supermax and Experience Increments

- a) A teacher, after such teacher shall have received the maximum base annual salary for his or her level of formal educational attainment, shall have his or her base annual salary increased in accordance with the supermaximum schedule as provided in Schedule A. The amount under Supermax is added as part of the regular salary in the year following step 12. -Supermax amounts during the life of this contract are additions to whatever Supermax amounts had been received in the prior years .
- b) Effective July 1, 2011, in recognition of service as a teacher in the Acton, Boxborough, or Acton-Boxborough Regional School Districts, including authorized paid leaves of absence, teachers shall receive yearly Experience Increments, which shall be payable in equal installments on the School District's regular pay days during the applicable year of service, as follows:

Year of Service*	% of Bachelor Step 10
10 – 14	2%
15 – 24	3%
25 or more	4%

\*By way of example, a teacher who has completed nine (9) years of service with the Acton, Boxborough, and/or Acton-Boxborough Regional Schools would, on each regular pay day of the subsequent school year, receive equal installment payments totaling for the entire school year 2% of the Bachelor Step 10 rate. A teacher who has completed fourteen (14) years of service with the Acton, Boxborough, and/or Acton-Boxborough Regional School Districts would, on each regular pay day of the subsequent school year, receive equal installment payments totaling for the entire school year 3% of the Bachelor Step 10 rate.

7.5 Base annual salaries as provided in this Agreement shall be paid in twenty-six (26) or twenty-one (21) installments during the period September 1 through the last regular pay day in June of such year for teachers. Additional compensation for extra duties will be paid bi-weekly throughout the duration of the activity or in a lump sum at the end of the activity at the option of the person receiving payment.

7.6 There shall be deducted from a teacher's pay for each day on which he or she is absent other than on leave with pay, an amount equal to one one-hundred and eighty-third (1/183) of his or her base annual salary and additions thereto as provided in this Agreement.

- 7.7 References to "major subject" in Schedule A for
- a) Secondary Teachers shall be content courses in subjects within the department(s) to which they are assigned at the time the course or courses are taken;
  - b) Elementary shall be content courses in the subjects which they are currently teaching.

The Superintendent may designate certain courses as major subject courses that would not otherwise be so defined pursuant to the above definition if he or she determines that said courses:

- a) Will be taken to prepare for a new course/curriculum that the teacher will be teaching in the future;
- b) Will provide direct benefit to the teacher in carrying out his or her assignment.

The Superintendent may also designate certain in-service courses to be 'major courses' for teacher who enrolls in said in-service courses.

- 7.8 Acceptance of degrees and course credits required by Section 7.7 and Schedule A, including credits for in-service courses, shall be subject to the approval of the Superintendent or designee. All degrees and credits shall be from an accredited College or University or from an in-service program approved by the Superintendent or designee.
- 7.9 Effective July 1, 2014, the bachelor's degree lanes will end at step 12. Employees hired on or after July 1, 2014 will not be eligible for Supermax if they remain on the Bachelor's Degree lanes up to step 12 until an employee has earned a Master's Degree.

After five years on the Bachelor's Degree lane, to be eligible to move further on the Bachelor's Degree lanes, an employee not meeting the Master's Degree requirement must maintain a valid teaching license.

Nurses are excluded from this requirement until such time as the Commonwealth of Massachusetts requires nurses to obtain a Master's Degree as a prerequisite for licensed school nurses.

- 7.10 A teacher who attains sufficient credit hours or an advanced degree during the school year to make him or her eligible to advance to the next step in the salary scale or to the next higher degree scale, as the case may be, may so advance as of either September 1 or March 1 following such attainment, whichever is the earlier date. A teacher who has received an advanced degree prior to September 1 will be eligible to so advance as of September 1 if the documentation evidencing completion of the advanced degree is received by the Superintendent not later than the following October 1.
- 7.11 Salary increases are granted annually at the discretion of and by vote of the Committee to teachers who continue to exhibit a high standard of teaching and who receive recommendation therefore from their department chairpersons (where applicable), principal and Superintendent. It is mutually agreed that neither increments nor adjustments are to be automatic and may be withheld for just cause and just cause shall mean unsatisfactory performance.
- 7.12 Anniversary Dates
- 7.12.1 A teacher commencing his or her employment after the beginning of the school year who has been employed for a minimum of ninety-one (91) school days in that school year shall be eligible for advancement to the next step in the salary scale as of September 1 of the following school year. A teacher who has been employed for less than ninety-one (91) school days shall not be eligible for

advancement to the next step in the following school year. For the purposes of this section, school days shall include no more than 6 days of sick leave, paid bereavement leave, paid personal leave and paid religious leave, canceled school days which the teacher otherwise would have worked and school days of teaching during such school year outside of the Committee's jurisdiction for which credit is granted in accordance with Section 12.1.

7.12.2 A certified substitute teacher who receives a regular teacher's contract after the beginning of the school year in accordance with Section 20.1 of this Agreement and is re-employed as a regular teacher in the following school year, shall be eligible for advancement to the next step in the salary scale as of September 1 of such following school year, provided such teacher has been employed for ninety-one (91) school days in the preceding school year for any purposes as a regular teacher.

### 7.13 Early Retirement

7.13.1 As a possible incentive for early retirement, a sum of money will be paid to a teacher at the first pay period in September of the calendar year in which an eligible teacher retires or resigns effective at the close of the school year in the preceding June. The amount shall be calculated by multiplying the difference between the teacher's last annual Schedule A salary and that for Step One on the bachelor's level for that same year and the relevant multiplication factor set out below.

This means that when calculating a teacher's early retirement amount, the current Step One Bachelor's amount will be subtracted from the individual's base salary (including supermax) as determined by the Schedule A Base Annual Salary schedule. Compensation for extra duty activities (e.g. department chair, coaching stipends, etc.) and Experience Increments payments under Article 7.4b shall not be considered.

7.13.2 Although a teacher need not be eligible for benefits from the Retirement System or be receiving said benefits in order to qualify under Section 7.12, a teacher must have taught in the Acton or Boxborough or Acton/Boxborough School Systems for a minimum of fifteen (15) years including the year in which the payment is received in order to be eligible. Periods of paid or unpaid leave shall not count as time taught, except that time under Sections 8.2, 8.3, 8.4, 8.9.2, 8.19, and up to twenty-one (21) days per year under Section 8.1.1 shall count as time taught. Notwithstanding this limit on time under Section 8.1.1, sick time taken for work-related illness or injury shall count as time taught without limit. Work-related injury shall be defined as sick leave taken pursuant to filing for and receiving workers' compensation benefits. Written notice of intent to retire must be received no later than December 15 of the teacher's final year of employment. If unforeseen circumstances occur after this date which creates a hardship for a teacher, the Superintendent may permit on a non-precedent setting basis, waiving the notice date of December 15. If unforeseen circumstances exist which create a hardship for a teacher who has given notice to retire, the Superintendent may permit on a non-precedent setting basis waiving the irrevocability of the retirement. The Superintendent's decision is final and shall not be subject to the grievance and arbitration provision of this agreement.

7.13.3 Multiplication factors shall be as follows:

Teacher's age on June 30 in the year of retirement or resignation	Multiplication Factor
50-55	1.2
56-60	1.0
61-62	0.9
63-64	0.8
65	0.7

For 2017-2018 the BA level for this section shall be \$47,036.  
For 2018-2019 the BA level for this section shall be \$48,696.  
For 2019-2020 the BA level for this section shall be \$49,921.

7.13.4 Option B Early Retirement Incentive

- a) A teacher who gives written notice by May 1st of any year of an irrevocable intent to retire at the end of the third subsequent year (e.g., notice to retire by May, 2017 of the intent to retire in June 2020) shall have his or her final 3 years' salary, including all differentials, increased according to the following formula:

third to last year of employment	12%
second to last year of employment	12%
last year of employment	12%

In no case can the Option B amount exceed what would be received under Section 7.12.1.

- b) A teacher who gives written notice by May 1st of any year of an irrevocable intent to retire at the end of the second subsequent year (e.g., notice to retire by May 1, 2018 of the intent to retire in June 2020) shall have his or her final 2 years' salary, including all differentials, increased according to the following formula:

second to last year of employment	12%
last year of employment	12%

- c) A teacher who gives written notice by May 1st of any year of an irrevocable intent to retire at the end of the year (e.g., notice to retire by May 1, 2019 of the intent to retire in June 2020) shall have his or her final year's salary including all differentials, increased according to the following formula:

last year of employment	12%
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- d) If unforeseen circumstances occur after the May 1st notification date which creates a hardship for a teacher, the Superintendent may permit on a non-precedent setting basis waiving the notice date of May 1st. If unforeseen circumstances exist which create a hardship for a teacher who has given notice to retire, the Superintendent may permit on a non-precedent setting basis waiving the irrevocability of the retirement. The Superintendent's decision is final and not subject to the grievance and arbitration provisions of the collective bargaining agreement. If the Superintendent permits a teacher to continue his or her employment, any moneys paid under the retirement incentive shall be paid back through equal payroll deduction over a one year period beginning with the first payroll period from the last incentive payment.

7.13.5 No teacher retiring subsequent to June 30, 2021 shall be eligible for benefits under any provision of this Article 7.12, and Article 7.12 shall expire as of that date.

7.13.6 Any amounts otherwise payable to a teacher under any provisions of this Article 7.12 shall be reduced, on a dollar for dollar basis, by the gross amounts payable to such teacher as Experience Increments under Article 7.4b, and such Experience Increments payments shall be deemed to have been paid as an advance against the amounts payable to such teacher under this Article.

**ARTICLE 8**  
**LEAVES OF ABSENCE**

8.1 In determining placement on the salary schedule for a teacher who returns from leave, the standard set out in Section 7.12.1 shall apply.

8.1.1 Sick Leave

Each teacher shall be entitled to twelve (12) days of sick leave without loss of pay per school year. Unused sick leave shall be accumulated from year to year. In the event that the employment of a teacher who has exhausted his or her accumulated sick leave is terminated during a school year and he or she has used annual sick leave granted at the commencement of such school year in an amount which exceeds that proportionate part of twelve (12) days which the number of months of employment completed by said teacher during such school year bears to ten (10), then the teacher must pay back such excess to the Committee and the amount thereof may be deducted from any moneys due such teacher.

8.1.2 Sick leave shall be granted and taken only when a teacher is prevented from working because of actual personal illness including pregnancy or pregnancy related illness or injury or because of serious illness of or injury to a member of the teacher's "immediate family" or other relatives of the teacher living in such teacher's immediate household requiring the personal attention of such teacher. "Immediate family" shall be as defined in Section 8.2 below. Where individual circumstances require, the Superintendent may, at his or her discretion, expand the definition of immediate family; however, his or her determination shall not be subject to the grievance and arbitration procedures of this Agreement. To be eligible for sick leave, a teacher must report the illness or injury to the appropriate Principal or Director or his or her designated representative at least one (1) hour prior to such teacher's scheduled reporting time on the first day of absence, except that a teacher requesting sick pay for the birth of a child shall provide notice at least forty (40) days prior to the predicted birth date unless waived by the Principal or Director, and if the absence continues in excess of three (3) days or other unusual circumstances exist, shall furnish upon request evidence satisfactory to the Superintendent or his/her designee that he or she was prevented from working by the illness or injury.

8.1.3 A teacher whose personal illness or injury extends beyond the period of paid sick leave or other compensation will be granted a leave of absence without pay or increment for the remainder of that school year. Such leave may be extended by the Superintendent for one additional school year. Before returning to work, the teacher must furnish the Superintendent with a physician's statement attesting that the teacher's condition will permit the teacher to undertake such teacher's assignments.

8.2 Bereavement Leave

A teacher shall be entitled to up to three (3) consecutive days of leave without loss of pay for time necessarily and actually lost by reason of a death in the immediate household or immediate family of such teacher, or the death of another close significant person to the teacher. Notification of the need for such leave shall be made to the appropriate Principal or Director or his or her designated representative. The members of the "immediate family" shall be the teacher's spouse and the parents, children, siblings, grandparents, or grandchildren of the teacher or his/her spouse. Where individual circumstances require, the Superintendent may, in his or her discretion, expand the definition of immediate family; however, his or her determination shall not be subject to the grievance and arbitration procedures of this Agreement. Additional consecutive days may be granted upon request

with approval of the Superintendent for the following reasons: travel, distance and time, legal matters, religious reasons, delayed funeral or for any other unforeseen circumstances. However, the determination of the Superintendent concerning such additional days shall not be subject to the grievance and arbitration procedures of this Agreement.

### 8.3 Personal Leave

A teacher will be granted leave without loss of pay up to three (3) days per year, for time necessary and actually lost for important personal reasons if such activity cannot be carried out at any other time. Personal days may not be used for recreation or to extend a vacation or long weekend. If a teacher requests a personal day connected to a vacation, holiday, or long weekend, or more than one personal day in a row, the purpose of the personal day must be provided to the Principal. Requests for personal days must be submitted as far in advance as possible. Approval of personal days shall be within the discretion of the appropriate Principal and the Superintendent or designee.

### 8.4 Religious Leave

A teacher will be granted leave without loss of pay up to two (2) days in any one school year for time necessarily and actually lost for observance of a recognized major religious holiday of the religious faith to which such teacher belongs, when such holiday falls on a day on which teachers are required to report. The following are examples of "recognized major religious holidays" which may fall on a day on which teachers are required to report: Rosh Hashanah, Yom Kippur, and Good Friday of the Greek Orthodox Church. Notification by a teacher of his or her intention to take such leave shall be made to the appropriate Principal or Director as far as possible in advance of such holiday, but in no event less than forty-eight (48) hours in advance of such holiday. Whether other days are "recognized major religious holidays" shall be determined by the Superintendent upon request of the Association or a teacher.

### 8.5 Sabbatical Leave

The Superintendent may grant Sabbatical Leave to teachers employed by said Committee in accordance with the following terms and conditions.

8.5.1 A teacher with more than six (6) years' service to the Committee who desires Sabbatical Leave must apply therefore to the Superintendent in writing prior to January 1 next prior to the school year during which such teacher desires Sabbatical Leave. A teacher shall be notified in writing, including the reasons for approval or denial of such request, by the Superintendent, of the granting or rejection of his or her application for Sabbatical Leave on or before March 1 next prior to the school year during which such teacher desires Sabbatical Leave.

8.5.2 Such application shall initially be submitted to a Review Committee composed of an Assistant Superintendent, the applicant's Principal, the applicant's resource teacher or Department Head, or Regional Department Leader, and the Association President or designee setting out the intended Sabbatical Leave Program of study or research to be pursued and the contribution such program is likely to make to the Acton-Boxborough Regional School District and to the professional ability of the teacher. The committee shall review and/or suggest modifications to the Sabbatical Leave request in the best interests of the applicant's, and the schools' respective educational situation. The Review Committee shall then forward its recommendation to the Superintendent.

8.5.3 Such application must be supported in writing by the Superintendent; however, such support shall not be unreasonably withheld.

8.5.4 Sabbatical Leave may be granted by the Superintendent from September 1 to the following June 30, or for a lesser period.

8.5.5 Sabbatical Leave Pay shall be at the rate of sixty-six and two-thirds per cent (66 2/3%) of the base salary to which such teacher would have been entitled during the period of Sabbatical Leave, if no Sabbatical Leave had been taken.

8.5.6 Prior to being granted Sabbatical Leave, a teacher shall enter into a written agreement with the Superintendent that such teacher shall, immediately upon completion of such Sabbatical Leave, return to active service for the District for a period equal to twice the length of such Sabbatical Leave and that, in default of completing such service, such teacher shall refund to the appropriate District such proportion of the Sabbatical Leave Pay received as the amount of service not actually rendered, as agreed, bears to the whole amount of service agreed to be rendered. No refund shall be required for such period that such teacher is prevented from rendering the amount of service as agreed because of such teacher's death or permanent physical or mental disability. The Superintendent may in his or her discretion, which shall not be subject to the grievance or arbitration procedure hereunder, postpone, for good cause, the time for repayment or the time when such teacher must return to active service.

#### 8.6 Association Business

A teacher designated by the Association shall, upon request, be granted a leave of absence for up to two (2) years without pay for the purpose of engaging in full-time local, state, or national activities of the Association, provided that no more than one (1) such teacher shall be on such leave at any one time. For the purpose of the Application of Schedule A upon such teacher's return from leave, such teacher shall be treated as having continued to be employed by the District.

8.6.1 The association president shall not be required to perform lunchroom, recess, bus, homeroom, study hall, library, cafeteria, and/or any outside duty.

#### 8.7 Exchange Leave

An unpaid leave of absence of up to two years shall be granted to a teacher who engages in an exchange teacher program approved by the Superintendent. Credit on the salary schedule for such work shall be subject to Article 12.

#### 8.8 Military Leave

8.8.1 Military leave for up to four (4) years without pay as required by state or federal law shall be granted for Military Service. Reinstatement shall be subject to state and federal law and Article 12.

8.8.2 Leaves of absence with pay of up to a maximum of ten (10) days per school year may be granted by the Superintendent (or his or her designee), which approval shall not be unreasonably withheld, to persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. Teachers will be paid the differences between their regular pay and the pay which they receive from the State or Federal Government.



## 8.9 Family and Medical Leave

### 8.9.1 Parental Leave

Employees who have worked for the district for at least three months may take up to eight weeks of leave for the purpose of giving birth or for the placement through adoption of a child under the age of 18, or under the age of 23 if the child is physically or mentally disabled pursuant to the terms and conditions of the Massachusetts Parental Leave Act, under the terms and conditions of Chapter 149 Section 105D of the Massachusetts General Laws. Accumulated sick days may be used subject to the following limits:

- A. The birth parent may use accumulated sick days up to eight calendar weeks from the day that the baby is born. If the employee does not have enough sick days, unpaid days may be used.
- B. The non-birth parent may take a total of up to ten days using a combination of sick and personal days. Two additional personal days will be granted for this purpose to be used as part of the ten days.
- C. An adoptive parent may use accumulated sick days for up to eight weeks from the day the child is placed in the home of the adoptive parent.
- D. An employee who runs out of accumulated sick days will move into unpaid status.
- E. If the employee qualifies for the Family Medical Leave Act (FMLA), a birth, adoptive, or non-birth parent may extend the leave outlined above as unpaid leave for up to twelve (12) school weeks (which would include the period of leave under the Parental Leave Act). If an employee takes leave under this Section in circumstances where FMLA leave could also be taken, the two leaves shall run concurrently, rather than one after the other. If the employee qualifies for health insurance, the health insurance shall be maintained at the employee rate during the twelve week leave.
- F. Employees in unpaid leaves of absence that continue beyond the approved FMLA leaves may continue group insurance coverage as provided by the Committee to members of the bargaining unit by paying the full premium cost.

### 8.9.2 FMLA Leave

All eligible members of the bargaining unit shall, in addition to the provisions of this Article, be eligible for leaves of absence in accordance with the Family and Medical Leave Act of 1993. FMLA currently includes leaves for:

- a) The birth of a child and in order to care for the newborn;
- b) The adoption or placement of a child for foster care with the employee;
- c) To care for a child, spouse, or parent with a serious health condition;
- d) Because of the employee's own serious health condition that makes the employee unable to perform the essential functions of his/her position.

All full time bargaining unit members shall presumptively be considered to have met the 1250 hour eligibility threshold on an annual basis. In the case of a part-time employee, the district shall bear the burden to establish the employee did not meet the 1250 hour eligibility threshold. Family leave shall be extended to include the care of any member of the teacher's household.

For leave related to the birth or placement of a child, the employee must provide at least two weeks' written notice before his/her anticipated date of departure and include an intended date of return. Eligibility for this benefit shall be extended to any birth or adoptive parent or to the partner of a birth or adoptive parent.

Nothing in this section shall be interpreted to limit an employee's right to utilize sick leave benefits as provided elsewhere in this agreement or to require an employee to use sick leave, personal leave or vacation time during any leave period.

#### 8.9.3 Child Rearing Leave

In the case of the birth or adoption of a child, a child rearing leave of absence without pay of up to two (2) years will be granted to a teacher provided written notice is provided to the Superintendent at least forty (40) days prior to the predicted birth or adoption, where feasible. Eligibility for this benefit shall be extended to any birth or adoptive parent or to the partner of a birth or adoptive parent.

In the event a teacher wishes to elect to commence a child rearing leave at a fixed date earlier than the anticipated birth or adoption, such a leave may only begin at the end of a marking period, upon thirty (30) days written notice to the Superintendent. The intent of the minimum notice provisions is to afford a reasonable notice period such that the Superintendent may make adequate provisions for the continuity of education in the classroom. Nothing herein shall affect a teacher's entitlement to sick pay during any period of actual disability.

In determining the placement on the salary schedule of a teacher who returns from a child rearing leave of absence, credit for a full year of teaching will be given on the schedule for the school year during which the leave began if the teacher completed at least ninety-one (91) days of teaching during said school year; otherwise, the teacher shall return to the step on the salary schedule which s/he held prior to the commencement of such leave. The teacher shall be restored as soon as practicable to the position s/he held when her leave began, or to a substantially equivalent position.

Nothing in this section shall be interpreted to limit an employee's right to utilize sick leave benefits as provided elsewhere in this agreement or to require an employee to use sick leave, personal leave or vacation time during any leave period.

A teacher who has completed a child-rearing leave shall not be eligible to commence another child-rearing leave under this Article until the teacher has completed at least one full school year of active employment as a teacher following the earlier leave.

- 8.9.4 A teacher who chooses an extended leave of absence for the purpose of child rearing in accordance with Section 8.9, shall return to active employment only on the first day of school in September of the following year or on the first day of school in September of the second year following the birth or adoption. If the teacher wishes to return at a time other than those specified in this Section, s/he may do so only if a vacancy occurs for which s/he is qualified to fill.

#### 8.9.5 Spousal/Partner Leave

A teacher whose spouse or partner has given birth shall be granted two additional days of paid personal leave which may be combined with up to eight (8) sick or personal days for a total of ten (10) days of spousal leave to be used within twelve (12) weeks of the birth. A request for spousal leave must be made in writing at least two (2) weeks before the anticipated date of birth.

#### 8.9.6 Adoption Leave

Adoptive parents shall be entitled to utilize up to ten (10) days of paid leave for adoption related travel, court appearances, appointments with social workers or adoption agencies or attendance at other meetings or processes required in connection with the adoption of a child. Adoptive parents shall provide two (2) weeks notice of the intent to utilize paid leave under this section where practicable. Said leave shall be extended to the partner of an adoptive parent.

#### 8.10 - 8.12 Other Leaves

8.10 Leave of absence without pay or increment may be granted by the Superintendent for the purpose of caring for a sick member of the teacher's immediate family.

8.11 Leave of absence without pay or increment to any teacher to campaign for, or serve in a public office for one term, may be granted by the Superintendent.

8.12 Other leaves of absence may be granted by the Superintendent. Normally requests therefore should have been received by February 1.

#### 8.13 - 8.18 Conditions Pertaining to Leaves

8.13 Upon termination of a leave, a teacher will be restored as soon as possible to the position which such teacher left, or a substantially equivalent position, with such benefits to which the teacher was entitled at the time such leave commenced, provided that said teacher would not have been laid off due to a reduction in enrollment or budgetary factors had the teacher not been on leave, subject, however, to the requirements of the particular benefit plan or program involved.

A teacher must inform the Superintendent on or before February 1 whether she/he wishes to extend that leave. A teacher who does not inform the Superintendent shall be considered to be returning, and no extension of leave will be approved. Failure to be available for assignment at the termination of leave shall constitute a resignation.

8.14 Each request for leave or extension or renewal of leave shall be applied for and granted in writing.

8.15 Granting of discretionary leave shall not be unreasonably withheld. In deciding whether or not to grant a request for a discretionary leave, the Superintendent will weigh the implications for the education of the students, the importance of the leave to the teacher, the adverse effect, if any, upon the school system and other relevant considerations.

8.16 Leaves of absence with pay each school year may be granted by the Superintendent (or his or her designee), which approval shall not be unreasonably withheld, for the following leaves:

- a) At least one (1) day for the purpose of visiting other schools or attending meetings or conferences of an educational nature.
- b) Time necessary for Association representatives to attend Massachusetts Teachers Association and/or National Education Association conferences and conventions.
- c) Time necessary for appearance in any legal proceeding connected with the teacher's employment or with the school system or in any other legal proceeding if the teacher is required by law to attend.

8.17 No teacher will be required to arrange for his or her own substitute.

8.18 Teachers, upon application to the Superintendent, may be granted a leave for one year without pay for the purpose of pursuing an alternative career.

8.19 Jury Duty

Teachers who are required to perform jury duty shall receive leave with pay for the duration of such duty. Compensation shall be the difference between jury duty pay and the teacher's regular pay, including all or any part of the compensation for stipendiary positions held at the time of such jury duty.

**ARTICLE 9  
TEACHING HOURS AND TEACHING LOAD**

9.1 The School Committee and the Association agree that the teachers of the Acton-Boxborough Regional School District shall devote the time which in their professional judgment is necessary to assure quality education for the students of each school system. The Association further agrees that it will actively encourage the sage use of professional judgment and will enforce this section through its Professional Rights and Responsibilities Committee. Obligations for part-time teachers and teachers who work part time in more than one building are appropriately pro-rated. Those who travel between buildings will normally not have travel time counted as preparation time.

9.2 Calendar:

The work year of teachers shall be one hundred and eighty-three (183) days or three (3) days longer than the minimum school year required by the State Board of Education, whichever is greater. The school year for teachers shall begin not earlier than August 25<sup>th</sup>. In the event that school begins prior to Labor Day, schools will be closed on the Friday preceding Labor Day. School will not be in session for one week in February, which contains President's Day, nor one week in April, which contains Patriot's Day, except for emergencies due to building schedules.

The school year shall include all days on which pupils are in attendance in accordance with the rules and regulations of the State Board of Education and orientation day(s) and professional learning day(s). New teachers may be required to attend two additional orientation days. When a teacher has completed his or her responsibilities at the end of a school year and he or she has "checked out" with the appropriate Principal, such teacher need not delay departure until other teachers have checked out.

At the discretion of the School Committee, one additional day or two evening conference nights may be added to the schedule. If added, teachers will be compensated at a rate equivalent to 1/183 of Masters Step 1. The decision will be made when the School Committee determines the next year's school calendar. If an additional day is scheduled, it will be of equal length to a normal school day. If two nights are scheduled, no night session will be longer than three and one half hours (3.5 hrs.) in length and will end no later than 9:00 pm.

9.3 Student Dismissal:

The workday of classroom teachers will begin at the most thirty minutes before the starting time of the schools. Teachers may leave school at student dismissal time once students have been dismissed from

their classrooms unless detained by such commitments as staff meetings, detention, bus duty, or extra help.

Teachers will have a preparation period during which they will not be assigned to any other duties as follows:

- a) Elementary School: Four preparation periods for a total of 175-195 minutes per week except for half-day kindergarten teachers, who will have a total of 90 minutes of preparation time per week.
- b) Junior High School: one classroom period per day.
- c) Senior High School: one classroom period per day.

On early release days, late start days, and field trips, preparation periods may not be re-scheduled. During MCAS and other specially scheduled activities, classroom teachers will be provided some preparation time if there are staff members available for coverage.

The elementary schools will have an early release dismissal of students one day per week. Six of these days will be used for fall and spring conferences and year end progress reports, at least ten of these days will be used for collaborative team time. At least seven of these days will be used for building based professional learning. Teachers will schedule a fall and spring conference for each students' parent/guardian. At least six early release days will be allocated for these conferences and end of year work. The remaining early release days will be used for district-wide grade level meetings or professional learning. On building-based early release days, teachers will work to the end of the normal full school day. On district-wide early release days, teachers will work until 3:45 pm. If the school schedule changes to a single elementary schedule, district-wide early release days will be scheduled to the end of the normal work day.

#### 9.4 English Teachers:

Academic subject area Junior and Senior High school teachers will not be assigned to more than five (5) single teaching periods per day unless agreed upon with the teacher. High School English teachers will not be assigned to more than four (4) single teaching periods plus one duty per day unless agreed upon with the teacher.

#### 9.5 Normally, 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 subject at any one time.

#### 9.6

- a) The teaching schedules of elementary school specialist teachers, such as music, art, and physical education teachers, will be arranged among specialists, teachers, and the appropriate Administrators so that, to the extent reasonably possible, the teaching load of all such teachers within a given field will be comparable and consistent with the highest quality of education. In determining comparability of teaching loads, consideration will be given to necessary preparation time for classroom work, work with individual students, special programs and other teaching responsibilities.
- b) The nursing schedules of elementary school nurses will be arranged between nurses and the appropriate Administrators so that, to an extent reasonably possible, the nursing load of all such nurses within a given field will be comparable. In determining comparability of nursing loads,

consideration will be given to necessary preparation time for special programs and other responsibilities.

- 9.7 The Committee will attempt to achieve an equitable distribution of special needs children within the available limits of classroom space by an addition to the Open Enrollment Policy entitled "Chapter 766 Enrollment Policy." Upon completion of grade level meetings to recommend assignments for the following school year, each teacher will receive a list of the students; including proper notation of special needs students, recommended for that teacher's class. Two weeks prior to the start of school, each principal will inform the teacher of any known students added to or deleted from the teacher's proposed class.
- 9.8 The language in this Article shall be interpreted so as not to exclude Specialist teachers from the meaning of "teachers".
- 9.9 Personnel other than classroom teachers will work at their assigned tasks for the length of the regular teacher's workday, as per contract or at the discretion of the supervisor.
- 9.10 The School Committee and the ABEA agree to the following teacher expectations and teacher supports:
- a) In order to ensure that student progress is assessed and information is shared regularly, it is agreed that
    1. Each school will divide the school year into segments or "marking periods." Teachers will assess and maintain accurate records of student progress. In grades 7-12 the equivalent of four (4) assessments per marking period will be given.
    2. Noting the importance of teacher feedback, assessment results, projects and papers will be returned to students within a reasonable amount of time.
  - b) To provide support to teachers, it is agreed
    1. To ensure access to telephones for staff.
    2. To allocate a sum of money (\$25/teacher) for the purpose of reimbursing teachers for purchases of instructional materials.
- 9.11 Teachers will have a duty-free lunch period of approximately thirty minutes.
- 9.12 There will be a minimum twenty-minute recess period each day in the elementary schools. Each elementary school teacher will be off duty for such recess period every day.
- 9.13 Teachers' participation in extracurricular activities will be strictly voluntary and teachers will be compensated for all such participation in accordance with the provisions of Schedule B.
- 9.14 Professional Services: If the Association President or Co-President so requests and the Superintendent deems it desirable, the Superintendent may adjust the teaching schedule of the President/Co-President to provide release time for the President/Co-President to handle matters requiring immediate consideration.
- 9.15 Junior High and High School teachers may be required to remain after the end of the regular work day without compensation to attend the following staff meetings:
- a) 75 minutes one day of each month or ten days per school year--Building Level Staff Meetings.

- b) One hour one day of each month or ten days per school year -- Curriculum Meetings or Departmental Meetings.
- c) During the self- evaluation as required by the NEASC accreditation process.

Elementary teachers may be required to attend the following staff meetings before school or after school once all the buses leave, without additional compensation, for up to one hour.

- a) One day of each month or ten days per school year – Building Level Staff Meetings
- b) One day of each month or ten days per school year – Curriculum Meetings or Departmental Meetings.

9.16 The Association recognizes that a teacher's responsibilities include meeting the needs of students in relation to special help. Every effort shall be made by the teacher to ensure that no pupil is denied a reasonable amount of special and individual attention outside of regular class periods when sought by a pupil or parent or when thought necessary by a teacher. However, it is recognized that this time must be scheduled in recognition of the numerous other commitments to the school system on the part of the teacher.

It is further recognized that a teacher's responsibilities include conferring with a parent when so requested by a parent or when thought necessary by the teacher. Such conferences should be held at mutually convenient times.

9.17 At the discretion of the Principal, class field trips shall be encouraged to the extent of the budget allocated to each school for such purposes.

9.18 There shall be spring and fall conferences held in each elementary school. Six of the early release Thursdays will be allocated for these conferences, although teachers may also schedule them at other times mutually agreed upon with the family.

9.19 All teachers shall be required to attend back to school night. Elementary teachers will be required to attend Kindergarten night. Junior High teachers will attend one evening conference as well as two afternoon conference days scheduled on early release days. The Junior High conference night will end by 9:00 pm. Junior High teachers will be given release time for evening conferences in the form of an early release or late start before or after evening conferences.

9.20 During one of the professional days scheduled before the first day of school, elementary teachers will be given two hours to work in classrooms, and Junior High and High School teachers will be given two hours for a team or department meeting.

## ARTICLE 10 CLASS SIZE

10.1 The desirable maximum number of pupils per teacher is as follows:

Elementary Schools

Grade 1	20
Grade 2 through 6	25

Junior and Senior High Schools

Academic Subjects	25
Science Laboratories	25
Industrial Technology	15
Art	15
Mechanical Drawing	25
Physical Education	25
Study Hall	30

- 10.2 The Committee and the Association recognize that class size has a bearing on quality education and will, whenever possible, subject to space availability and other educational considerations, ensure that class size is of the most effective number for both the teacher and pupils. Attainment of the desirable maximum number of pupils per teacher shall, however, be dependent on the practicalities with which the Committee must deal.

**ARTICLE 11  
NON-TEACHING DUTIES**

- 11.1 The Committee and the Association acknowledge that a teacher's primary responsibility is to teach and his or her energies should, to the extent possible, be utilized to this end.
- 11.2 Teachers will not be required to perform the following duties to an extent greater than now in general performed:
- a) Non-professional assignments, including but not limited to, milk distribution, supervision of sidewalks, buses and playgrounds, except in cases of emergency determined by the Principal.
  - b) Health services, such as administering eye and ear examinations and weighing and measuring students, except for members of the Physical Education Department who presently perform such duties. This paragraph does not apply to nurses.
  - c) Collecting money from students for non-school related purposes. Although teachers may be required to collect and transmit money to be used for school related purposes, they will not be required to tabulate or account for such money.
  - d) Delivering books to classrooms, keeping registers and clerical work on cumulative record cards, correcting and graphing of standardized tests, and other similar clerical functions.
- 11.3 Elementary teachers and nurses shall not be required to supervise lunch or recess.
- 11.4 Teachers shall not be required to drive pupils to activities which take place away from school buildings. If a teacher provides transportation for a student from his or her school or from the location of an authorized outside activity to the student's home, that activity shall be considered to be within the scope of the teacher's duties for the purposes of Chapter 258.
- 11.5 When it is required that the contents of a room be moved
- a) Teachers will be provided with sufficient packing materials;
  - b) Teachers will not be required to move materials to a new location.



- 11.6 The language in this Article shall be interpreted so as not to exclude Specialist teachers from the meaning of "teachers".

## ARTICLE 12 TEACHER EMPLOYMENT

- 12.1 Upon employment or reemployment, a teacher will be placed on a mutually agreed step on the salary schedule.

12.2 Shared Teaching Positions

Two teachers may volunteer to be employed to fill a single position on a shared basis. Interested teachers would submit a proposal, generally by March 15. The proposed plan will be reviewed by the Principal and the Superintendent. Seeking a shared teaching position does not jeopardize one's current teaching position. Teachers will be notified regarding the status of their proposals by April 15.

- 12.2.1 Shared teaching positions are binding for one year only. Shared employment may be renewed on a year to year basis if it is satisfactory to the Teachers, Principal, and Superintendent; or, teachers would be returned to former full time status subject to the provisions of Section 12.2.3.
- 12.2.2 A teacher with professional status entering into a shared teaching position shall retain full professional status rights.
- 12.2.3 Teachers in shared positions would be credited with a full year on the seniority list and would be subject to reduction in force with all teachers, according to Article 35.
- 12.2.4 In the event one or both positions become vacant for the balance of a school year, the status of the position would be re-evaluated by the Administration and could be changed to a full time position only if the Administration was unable to find another person to share the position for the remainder of that year, e.g. unable to find another person interested or available for a shared position.
- 12.2.5 Each teacher will receive a prorated salary based upon his or her individual position on the salary schedule.
- 12.2.6 The two individuals combined shall be eligible for fringe benefits and other benefits, for example, tuition reimbursement, sick leave, personal leave, etc., on a full time equivalent basis.
- In the case of insurance, if both wish to avail themselves of the full benefit, then each shall contribute his or her prorated share. If one does not use this benefit, the other may take full advantage.
- 12.2.7 In the future, a committee may be formed to further discuss unforeseen circumstances related to shared positions.
- 12.2.8 A teacher who wishes to share a position, but does not have a partner may be paired with a new hire. In such circumstances, the newly hired teacher has the same rights to a subsequent year of employment and credit on the seniority list as a regular part-time teacher.

**ARTICLE 13  
TEACHER ASSIGNMENT**

- 13.1 Teachers within the school system will be notified in writing of their programs for the coming school year, including the school 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, as soon as practicable and under normal circumstances not later than June 1 at both the elementary and secondary levels.
- 13.2 In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates and/or their major or minor fields of study.
- 13.3 Non-voluntary changes in grade assignment in the elementary schools and in subject assignment in the secondary schools will be made only after consultation between the teacher and the Principal.
- 13.4 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 who are assigned to more than one school in any one school day will receive the current IRS rate per mile for all inter-school driving done by them.
- 13.5 Teachers who are required to travel between schools for the performance of their teaching duties shall be promptly notified in writing whenever it becomes known.

**ARTICLE 14  
TRANSFERS**

- 14.1 Although the Committee and the Association recognize that some transfer of teachers from one school to another is unavoidable, they also recognize that frequent transfer of teachers disrupts the educational process and interferes with optimum teacher performance.
- 14.2 When a reduction in the number of teachers in a school is necessary, volunteers will generally be transferred first.
- 14.3 When involuntary transfers are necessary, the educational needs of the students, a teacher's area of competence, major and/or minor field of study, quality of teaching performance, and length of service in the Acton, Boxborough, and the Acton-Boxborough Regional School District and other relevant factors will be considered in determining which teacher is to be transferred. Teachers being involuntarily transferred will be transferred to duties bearing an appropriate relationship to the teacher's experience or prior duties. An involuntary transfer will be made only after a meeting with the teacher involved and the Superintendent (or his or her designee), at which time the teacher will be told why he or she has been selected as a teacher to be transferred. At that meeting, a teacher being involuntarily transferred will have an opportunity to discuss the openings that are being filled and suggest a preference. When more than one teacher expresses the same preference, the more senior teacher shall be chosen. In the event that a teacher objects to the transfer at this meeting, upon the request of the teacher, the Association will be notified and the Superintendent (or his or her designee) will meet with the Association's representative to discuss the transfer.

- 14.4 A list of open positions in the Acton-Boxborough Regional School District will be made available to all teachers being transferred. All such teachers will be given reasonable time off for the purpose of visiting schools at which such openings exist.
- 14.5 Notice of transfer will be given to teachers as soon as practicable. Generally such notice is given not later than June 1.
- 14.6 Exceptions to the provisions of Sections 14.2, 14.3, 14.4 and 14.5 above may be made only if the Superintendent determines that it is necessary to do so in the best interests of the teacher(s) and/or school affected. The Association will be notified of every instance in which the Superintendent so determines. A transfer made as the result of an exception pursuant to this Section 14.6 shall be subject to the grievance procedure set out in Article 4 hereof and may be initiated at Level Two thereof.
- 14.7 Teachers desiring a transfer will submit a written request to the Superintendent stating the assignment preferred. Such requests must be submitted between September 1 and April 1 of each school year to be considered for the next school year. Requests must be renewed each year. All requests will be acknowledged in writing by May 1.

#### **ARTICLE 15 VACANCIES AND PROMOTIONS**

- 15.1 Whenever any vacancy occurs at the professional level between September 1 and June 30, notice of such vacancy will be posted on the Association bulletin board in each school as far in advance of the appointment as is reasonably possible. During the months of July and August, written notice of any such vacancy will be given to the Association. Such notice shall clearly set forth the qualifications for the position, its duties and the rate of compensation. If such qualifications are changed after such notice is given, the Association will be advised of such changes and the reasons thereof reasonably in advance of the filling of such vacancy.
- 15.2 Any qualified teacher, whether or not employed by the District, who wishes to apply to fill such vacancy, shall be given adequate opportunity to do so. Consideration shall be given to each applicant's professional background, attainments, experience, and length of service for the District or other relevant factors. When the above qualifications are equal among candidates, in the judgment of the Superintendent, teachers already employed by the District shall be given preference over candidates outside the system. Any teacher applicant, who is covered by this Agreement and who is not selected, will receive a written notice of non-appointment from the Superintendent (or his or her designee) and may request a conference with the Superintendent (or his or her designee) to discuss the reasons for his or her failure to be appointed. Appointments shall be made, if practical and desirable, within sixty (60) days after notice has been given as described in Section 15.1.
- 15.3 A list of open positions in the Acton-Boxborough Regional Schools, as the case may be, shall be made available to the Association.

#### **ARTICLE 16 POSITIONS IN SUMMER SCHOOL, EVENING SCHOOL, AND UNDER FEDERAL PROGRAMS**

- 16.1 Reasonable advance notice of openings for positions in any summer school, evening school or under Federal programs will be given to the Association. Consideration in filling such openings will be given to an applicant's professional background, experience, length of service and other relevant considerations. A teacher applicant shall be notified of the action taken with respect to his or her application as soon as reasonably possible.

#### ARTICLE 17 TEACHER EVALUATION

- 17.1 All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher.
- 17.2 Each teacher shall, upon request, be permitted to review the contents of both of his or her personnel files and to file a written answer to any material which the teacher deems to be derogatory or factually inaccurate. Such teacher shall be entitled to have a representative of the Association present during such review. No material which the Superintendent or the appropriate Principal determines to be derogatory to a teacher's conduct, service, character or personality shall be placed in such teacher's personnel file unless such teacher has had an opportunity to review the material. The teacher shall acknowledge having had the opportunity to review such material by affixing his or her signature to the copy to be filed; however, such signature shall not indicate agreement with the content thereof.
- 17.3 Upon request, each teacher will be given a copy of any evaluation report prepared by his or her supervisors and shall be given an opportunity to discuss such report with the appropriate supervisor.
- 17.4 Any complaint emanating from outside the school or within the school which may result in a formal oral reprimand, a written reprimand, disciplinary action or which may be used as a basis to formulate an objective under the evaluation procedure shall be brought to the teacher's attention in writing, including the identification of the complainant, within five (5) days of the receipt of said complaint by the Administration. The School Committee and the Association agree that the professional staff will recognize its responsibility to demonstrate sage professional judgment in dealing with such complaints and the individuals involved.
- 17.5 The Association recognizes the authority and responsibility of the Principal to reprimand or otherwise discipline a teacher for delinquency of professional performance. If a teacher is to be reprimanded or otherwise disciplined by a member of the Administration above the level of the Principal, however, he or she will be entitled to have a representative of the Association present.
- 17.6 No teacher with professional teacher status shall be reprimanded, reduced in rank or compensation or otherwise disciplined without good cause. If the discipline of a teacher rises to the level of suspension or termination, no teacher with professional teacher status will be suspended or terminated without just cause. Teachers without professional status may be dismissed without notice within 90 calendar days, and they may not be reappointed at the end of each school year without cause consistent with MGL Ch. 71.
- 17.7 The parties agree that Appendix C shall represent the procedure, philosophy, and instrument by which teachers shall be evaluated. Appendix C shall be periodically reviewed through a joint teacher-

administrator committee. Changes may be made outside of formal negotiations, but only with the agreement and signature of the ABEA and the Superintendent.

17.8 Coaching Evaluation

The term "teacher" as used in this Article shall include professional persons receiving pay under Schedule B.

- 17.9 Teachers who assume responsibility for any activity listed in Schedule B shall be observed regularly during each school year by the Administrator(s) responsible for the direction of the activity. Formal evaluations will be completed for all teachers during their first year in any Schedule B position. Decisions regarding the need for subsequent formal evaluation will be made by the appropriate Administrator(s) on the basis of observations and/or previous evaluations. All evaluations will be carried out in accordance with procedures outlined in Appendix C.

**ARTICLE 18  
TEACHER FACILITIES**

- 18.1 The Committee shall maintain the following types of facilities at each school substantially to the extent as now provided:
- a) Space in each classroom in which teachers may safely store instructional materials and supplies;
  - b) A teacher work area containing reasonably adequate equipment and supplies to aid in the preparation of instructional materials;
  - c) An appropriately furnished room which will include a telephone, if the Association so requests, to be reserved for the exclusive use of the professional staff as a faculty lounge. The cost of any such telephone will be assumed by the Association;
  - d) A communication system so that teachers can communicate with the main building office from their classroom;
  - e) A well-lighted and clean male teacher rest room and a well-lighted and clean female teacher rest room; and
  - f) A separate private dining area for the exclusive use of the professional staff.
- 18.2 a) Reasonably adequate reserved parking space for teachers will be provided at each school.
- b) Reserved parking space will be provided for the nurse at each school, reasonably close to the school entrance. Wherever possible, this parking space will allow entry and/or exit when busses are in the school driveways.
- 18.3 The School Committee shall budget at least \$500 each year for the sole purpose of supplying each teacher with a secure and lockable teacher's desk and/or file cabinet until such time that each teacher shall be so provided.
- 18.4 The Committee shall maintain the following types of facilities for nurses at each school substantially to the extent as now provided

- a) Space to store materials.
- b) A serviceable nurse's desk and chair at each school.

**ARTICLE 19  
USE OF SCHOOL FACILITIES**

- 19.1 The Association will have the right to use school buildings without cost at reasonable times for meetings, with the approval of the Superintendent (or his or her designee).
- 19.2 The teachers will have the right to use athletic facilities and equipment without cost when not otherwise used and whenever buildings housing such facilities are heated and lighted for any other purpose. The schedule and other related matters will be arranged in advance with the Superintendent or his or her designee.
- 19.3 There will be one (1) bulletin board in each school building, which will be placed in the faculty lounge, for the purpose of displaying notices, circulars and other material approved by the Association. Copies of all such material will be promptly given to the appropriate Principal, but his or her advance approval will not be required. No material shall be posted which tends to question the good faith or misrepresents the position of any of the parties to this Agreement, incites ill feeling or animosity or which constitutes campaign propaganda for or against rival factions within the Association.
- 19.4 With advance approval from the Superintendent (or his or her designee) and upon written notice to the appropriate Committee, teachers may use school facilities for services rendered relative to their profession for Acton-Boxborough students. Such services shall not be in conflict with the professional Code of Ethics of the National Education Association. Remuneration for such services shall be at the discretion of the individual teacher.

**ARTICLE 20  
SUBSTITUTE TEACHERS**

- 20.1 Positions which will be vacant for at least one (1) semester will, to the extent possible, be filled by personnel who have met the state certification requirements. For work beyond the 45th day, the teacher will be placed on the salary schedule, the position on said schedule to be set by the Superintendent and the teacher.
- 20.2 At the secondary level in those cases where regular substitutes are not available and a regular teacher voluntarily agrees to serve as a substitute or attend a Core Evaluation Team meeting during his or her non-teaching time, said teacher will be paid an additional 1/900 of his or her base pay for each such period after his or her second such period during the school year. The Committee will utilize qualified substitute teachers in the absence of regular elementary art, music and physical education teachers to the extent that such qualified substitute teachers are available. When qualified substitute teachers are not available on the elementary level and a teacher serves as a substitute or attends a Core Evaluation Team meeting during his or her non-teaching time, said teacher will be paid an additional 1/1200 of his

or her base pay for each such period after the second such period during the school year. Such arrangements will be made by the appropriate Principal.

- 20.3 At the elementary level, non-classroom teachers and counselors shall not be used as substitute teachers and teachers shall not be required to cover two (2) or more classrooms simultaneously, except on a voluntary basis or in an emergency situation.

## ARTICLE 21

### PROFESSIONAL LEARNING, EDUCATIONAL IMPROVEMENT, AND COURSE REIMBURSEMENT

- 21.1 Recognizing the value of academic improvement, it is expected that a teacher who has not obtained three semester hours of credit or completed one in-service course offered by the employer or at the completion of R & D work as provided in Article 22 over a three year period, commencing at the completion of a previous three credit or in-service course, may be required to take an in-service course, if offered by the employer, during the fourth year. Notification of such requirement shall be made by the date of the first pay check in that fourth year pursuant to Article 38.
- 21.2 Course Reimbursement  
The Committee will pay for fees and tuition for courses, including in-service courses, which are taken outside of the school day with the advance approval of the Superintendent or designee. Such approval shall not be unreasonably withheld, unless the budget therefore has been expended. An individual teacher shall have the option of receiving reimbursement up to \$600 maximum per year for an unlimited number of courses, or up to \$800 maximum per year at the rate of \$200 per credit for one course. Such reimbursement shall be received by the teacher within two months after receipt of the transcript by the Superintendent. Reimbursement for course(s) taken during the spring semester or during a summer session shall be conditional upon the teacher's returning to the employ of the District for the school year which begins the September following the completion of such course(s). Funds for fall, spring and summer professional learning opportunities shall be budgeted separately, and awarded each period on a first-come-first-serve basis; however, prior to approving a second request by a teacher, first requests by other teachers will be accommodated based on available funds.
- 21.3 The Committee will pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by teachers who attend workshops, seminars, conferences or other professional learning sessions at the request and/or with the advance approval of the Superintendent (or his or her designee). Funds for fall, spring and summer professional learning opportunities shall be budgeted separately, and awarded each period on a first-come-first-serve basis.
- 21.4 It is expected that a nurse shall complete the minimum number of Registered Nurse Continuing Education Units as prescribed by the Commonwealth Board of Nurse Examiners or other competent authority. The Committee will pay for the fees and tuition for such units which are taken with the advance approval of the Superintendent. Such approval shall not be unreasonably withheld, unless the budget therefore has been expended. An individual nurse may receive reimbursement up to \$600.00 maximum per year. Such reimbursement shall be received by the nurse within two months after receipt of the transcript by the Superintendent.

## ARTICLE 22

### RESEARCH AND DEVELOPMENT PROGRAM

- 22.1 A Research and Development Program shall exist to take advantage of teacher resources for the improvement of the schools by affording personnel opportunities to work on self-initiated proposals. Proposals for projects to be carried out under the Research and Development Program may include such matters as curriculum planning, evaluation and selection of new materials, development of original materials, plans for implementing new teaching techniques, preparation of student reading lists, setting up experimental laboratory blocks, evaluation system, or any other worthwhile endeavor. No person who has submitted an R & D proposal will participate in deliberations on Research and Development Programs for that particular year.
- 22.2 Any teacher or teachers may submit to the appropriate Administrators, a proposal in which the following are indicated:
- a) Describe the nature of the work and what it might accomplish in terms of meeting an identified need.
    1. Document the need as well as possible.
    2. Develop objectives to meet the need.
  - b) Describe the procedures that will be used to achieve the objectives including:
    1. The number and names of teachers the project would involve with a contact person indicated.
    2. The estimated length of time required to complete the project. Proposed dates would be helpful, if possible.
    3. A schedule or sequence for accomplishment of the different objectives or phases of the project.
    4. An estimate of expenses for supplies, materials, travel, consultants, teachers' salaries (at the rate given in 22.10), and R&D leader's salary (at the rate given in 22.10) with subtotals and a grand total for the cost of the proposed project.
  - c) Describe the evaluation procedures to be used.
    1. What method of evaluation do you plan for your proposal?
    2. What criteria will be used to determine the success or relative success of the proposal?
- 22.3 Teachers making a proposal for a project under this program must submit their proposal, as described in Section 22.2, to the Central Office no later than April 1. Such proposal must be in writing, but may be in outline form.
- 22.4 A teacher or teachers who submit such a proposal will receive written notification of the Superintendent's action on it whenever practicable by April 15th, but no later than May 15th. Action by the Superintendent may take any of the following forms.
- a) Approval.
  - b) Delayed approval. (To be used in the event that the Superintendent favors the proposal, but lacks sufficient funds for immediate approval, in which case the project will be given consideration for approval, at a future time.)
  - c) Non-approval, accompanied by reasons for the Superintendent's decision.
- 22.5 All work on such projects shall be performed on school premises, unless the nature of the work requires otherwise.



- 22.6 The Superintendent shall be notified as soon as reasonably possible if unforeseen developments make it impossible to carryout an approved project.
- 22.7 A teacher or teachers responsible for a project shall submit a report, upon completion of the project, to the Superintendent and appropriate Administrators setting out the results of their work.
- 22.8 A High School Department Leader, Junior High Coordinator, Student Services Chairperson, and Nurse Leader may, pursuant to this Article, submit a proposal for one additional work period beyond the end of the school year which shall not be more than two (2) weeks in duration. The provisions of Sections 22.2, 22.3, 22.4, 22.6, 22.7 shall apply with respect to any such proposal.
- 22.9 The Association recognizes that the District may make curriculum changes from time to time. It is the intention of the District, to the extent practical, to announce any such changes prior to April 15 of the school year prior to the school year in which such changes are to become effective.
- 22.10 Teachers working on R&D will receive additional compensation at the per diem rate of \$225 for the R&D leader and \$200 for other R&D participants, or have the option to receive one in-service credit (at the rate of one credit per eighteen (18) hours), the option to be at the teacher's discretion.
- 22.11 Curriculum Specialists who work days in the summer will be paid at the R&D Leader rate.

### **ARTICLE 23 PROTECTION**

- 23.1 Teachers will immediately report all cases of assault, harassment, or bullying, including electronic forms of communication, suffered by them in connection with their employment to the Principal concerned and to the Superintendent in writing.
- 23.2 This report will be forwarded to the Superintendent, or his or her designee, who will comply with any reasonable request from the teacher for information in his or her possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the teacher, the police, and the courts.
- 23.3 The Committee agrees that they shall procure insurance to indemnify members of the bargaining unit to the extent permitted under Section 9 of Chapter 258 of the General Laws.
- 23.4 Teachers will report cases of assault and battery committed on any student upon the school grounds of which they have direct knowledge to the building Principal as soon as possible. When, in their professional judgment, teachers consider it appropriate, they shall also report cases of verbal assault. If the Principal so directs, reports made under this section shall be in writing.

### **ARTICLE 24 INSURANCE AND ANNUITY PLAN**

- 24.1 District will pay:
- a) Fifty percent (50%) of the cost of a \$15,000 term life insurance plan of the type presently available to teachers;

- b) Fifty percent (50%) of the cost of individual or family coverage, whichever applies in the particular case, for the Blue Cross and Blue Shield Master Medical plan, or a substantially equivalent plan with benefits not less than presently realized to be mutually agreed; 50% for any other indemnity plans the District may offer from time to time; 50% for any preferred provider PPO plans the District may offer from time to time, and seventy-five percent (75%) for any HMO plans the District may offer from time to time.
- c) Health insurance premiums shall be paid with pre-tax dollars in accordance with Massachusetts General Laws.

24.2 A teacher's Blue Cross and Blue Shield coverage will be continued during the period of an unpaid leave of absence granted pursuant to Article 8, provided the teacher pays the total monthly cost of such coverage to the appropriate Committee within seven (7) days from the last anniversary date.

24.4 Teachers will be eligible to participate in a "tax sheltered" Annuity Plan established pursuant to current state and federal laws and regulations.

24.5 Extended Paid Sick Leave

24.5.1 Each teacher who has taught for the District for at least one (1) full school year shall have an extended paid sick leave account which may be utilized if the teacher is prevented from working because of personal illness or injury. In order to be eligible to use extended paid sick leave during a period of absence due to personal illness or injury, a teacher must meet the following conditions:

- a) All of the teacher's accumulated sick leave must have been exhausted; and
- b) The teacher must furnish to the Superintendent a physician's certificate attesting that the illness or injury disables the teacher from working and is expected to continue for at least twenty (20) work days. Thereafter, the teacher may be required to furnish further medical certification. The Superintendent reserves the right to have a physician of his or her choosing examine the teacher.

24.5.2 The maximum number of days extended paid sick leave in a teacher's account shall be based upon the number of full school years such teacher has served for the District, as follows:

Number of full school years of service for the District	Maximum number of days of extended paid sick leave
At least 1 year but less than 5 years	45 days
At least 5 years but less than 10 years	90 days
At least 10 years but less than 15 years	120 days
At least 15 years but less than 20 years	150 days
20 years or more	180 days

24.5.3 A teacher who has used days of extended paid sick leave and who, because of the completion of additional full school years of service for the Committee, qualifies for an increase in the maximum number of days of extended paid sick leave, shall have deducted from the new maximum the number of days of extended paid sick leave previously used and charged to his or her account.

24.5.4 Each time a teacher uses days of extended paid sick leave, such days shall be deducted from the applicable maximum, provided that a teacher who has used days of extended paid sick leave

shall have the applicable maximum number of days of extended paid sick leave restored to his or her account after such teacher completes a period of five (5) full school years of employment during which such teacher did not use any days of extended paid sick leave.

24.5.5 At the beginning of each school year, a maximum number of days equal to the aggregate number of FTE covered by this agreement multiplied by 4.0 shall be available for use as extended paid sick leave by Unit A members.

24.6 Teachers will be eligible to participate in a Group Dental Insurance Plan at the individual's expense.

24.7 The Association agrees to participate in the Insurance Advisory Committee should the Town convene said committee. In the event that an agreement is reached requiring unit members to pay a higher insurance premium contribution, then the Association shall have the right to re-open the contract for the limited purpose of negotiating a salary increase prior to the implementation of any increase to insurance premium contributions.

#### **ARTICLE 25 TEXTBOOKS**

25.1 The Committee shall continue to provide sufficient textbooks to ensure that each student in a classroom has textbooks for his or her own use.

25.2 The initiative for the selection and changes of textbooks is expected to come from the appropriate faculty, which will make its decisions through such Committee and procedures which may from time to time appear convenient and efficacious to such faculty. Such decisions are subject to the approval of the Superintendent; however, such approval will ordinarily be limited to determinations of budgetary priorities.

#### **ARTICLE 26 DUES DEDUCTION**

26.1 The Committee agrees to deduct from the salaries of teachers who have on file with the appropriate Committee an executed current Dues Deduction Authorization Card in the form set out below, dues for the Acton-Boxborough Education Association, Massachusetts Teachers Association, and/or the National Education Association and to transmit the moneys to the Acton-Boxborough Education Association Treasurer. Teacher authorization shall be in writing in the form set below:

"Dues Deduction Authorization Card"

Name: \_\_\_\_\_

Address: \_\_\_\_\_

I hereby request and authorize the School Committee of the Acton-Boxborough Regional District School Committee to deduct from my earnings and transmit to the Treasurer of Acton-Boxborough Education Association \$\_\_\_\_\_ to provide for regular payment of the annual membership dues of the Acton-Boxborough Education Association, Massachusetts Teachers Association, and the National Education Association in equal monthly deductions from the

second paycheck in October and continuing through the second paycheck in May. This authorization may be withdrawn by me by giving at least sixty (60) days' notice in writing of such withdrawing to the appropriate School Committee named above. I further understand that if I leave the system or withdraw this authorization before the end of the school year the balance due will be deducted from my last paycheck upon leaving or prior to the effective date of the withdrawal of this authorization, as the said moneys so deducted and transmitted in accordance with this authorization, and relieve either or both of said Committee, and any or all officers of either or both of them from any liability thereof.

Teacher's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

- 26.2 Deductions referred to in Section 26.1 will be made in eight (8) equal payments in amounts certified by the Treasurer as being the regular membership dues of the Association, the Massachusetts Teachers Association, and the National Education Association on the second paycheck of each month commencing in October and continuing through the second paycheck in May.
- 26.3 The Acton-Boxborough Regional Treasurer will submit the amount of the deduction to the Association Treasurer as soon as is reasonably possible after the issuance of the paycheck from which the deductions were taken.
- 26.4 The provisions of this Article 26 shall be subject to the requirements of Section 17C of Chapter 180 of the General Laws including the requirement that the Treasurer of the Acton-Boxborough Regional School District, as the case may be, shall be satisfied by such evidence as he or she may require that the Treasurer of the Association has given to the Association, a bond, in the form approved by the Commissioner of Corporations and Taxation, for the faithful performance of his or her duties, in a sum and with such surety or sureties as are satisfactory to either or both of the above described Treasurers, as the case may be.
- 26.5 The Association shall indemnify and save the Committee harmless against any claim, demand, suit or other form of liability that may arise out of, or by reasons of, action taken or not taken by either or both of the Committee for the purpose of complying with this Article or in compliance with any dues deduction authorization furnished to either or both of the Committee.

#### ARTICLE 27 CREDIT UNION

- 27.1 Deductions will be taken from the salaries of teachers who have on file with the District an executed current Credit Union Deduction Authorization Card an amount or amounts specified for the purchasing of shares of, or making deposits in, or repaying a loan from, the Massachusetts Teachers Association Credit Union. Teacher authorization shall be in writing in the form set forth below:

"Credit Union Deduction Authorization Card"

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Credit Union Account Number: \_\_\_\_\_

I hereby request and authorize the School Committee of the Acton-Boxborough Regional District School Committee or either of them to deduct from my earnings and transmit to the

Massachusetts Teachers Association Credit Union the sum of \$\_\_\_\_\_ from each of my paychecks for purchasing shares of, or making deposits in, or repaying a loan from, the Massachusetts Teachers Association Credit Union. This authorization may be withdrawn by me by giving at least thirty (30) days' notice in writing to the appropriate School Committee named above. I hereby waive all right and claim for said moneys so deducted and transmitted in accordance with this authorization, and relieve either or both of said Committee and any and all officers of either or both of them from any liability thereof.

Teacher's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

- 27.2 The amounts deducted will be transmitted to the Credit Union as soon as is reasonably possible after the issuance of paychecks from which the deductions were taken.
- 27.3 The provisions of this Article 27 shall be subject to the requirements of Section 178B of Chapter 149 of the General Laws, including the requirement that the treasurer of the Acton-Boxborough Regional School District, as the case may be, shall be satisfied by such evidence as he or she may require that the Credit Union Treasurer has given bond as required by law for the faithful performance of his or her duties.
- 27.4 The Association shall indemnify and hold the Committee harmless against any claim, demand, suit or other form of liability that may arise out of or by reason of, action taken by either or both of the Committee and the District for the purpose of complying with this Article or in compliance with any authorization furnished to either or both of the Committee and the District.

## ARTICLE 28 PERSONAL INJURY AND PROPERTY LOSS

- 28.1 A teacher who, as the result of an accident or assault which occurs in the course of his or her employment, is injured and is required to be absent from his or her duties as a teacher, will be paid his or her accrued sick leave, as provided in Article 8 (less workmen's compensation or any other disability income benefits to which he or she may be entitled). A claim under this section must be supported by satisfactory evidence if the Superintendent so requests. The Superintendent reserves the right to retain a physician at their own expense who may determine the condition of the teacher.
- 28.2
1. The teacher will report the incident on the appropriate form within one week.
  2. The teacher will document the incident stating such specifics as: (a) a description of the damaged, destroyed or stolen article; (b) the circumstances under which the problem occurred; (c) why the article was on school property (preferably how it impacts the "course of his or her employment"); (d) the "fair market value" of the article--written estimate (professional or applicable); (e) when the incident was reported to the police if appropriate.
  3. Settlement will be made only up to the amount not covered by personal insurance (i.e. deductible amount). The teacher must submit a copy of his or her insurance documenting the deductible amount and the balance not covered by the policy.
  4. For autos, only damage which represents clear vandalism will be covered.

5. In no case will damages of more than \$250 be paid to an individual who has no insurance.
- 28.3 At the request of the Committee, the Association's Professional Rights and Responsibilities Committee will review any claim arising under this Article and make a recommendation to the teacher and the Committee as to the merits of the claim.

#### **ARTICLE 29**

#### **GENERAL**

- 29.1 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. If it is necessary for a teacher to attend an arbitration hearing or fact-finding proceeding held pursuant to this Agreement during the school day, he or she will, upon twelve (12) hours notice to his or her Principal, be released without loss of pay as necessary in order to permit attendance at such hearing or fact-finding proceeding. One (1) representative of the Association will, upon twelve (12) hours notice to his or her Principal, be released without loss of pay in order to permit attendance at such hearing or fact-finding proceeding.
- 29.2 Copies of official School Committee minutes shall be placed in each Principal's office for the use of interested teachers. Copies of other School Committee documents or reports to which a resident of Acton or Boxborough would have access will be placed in the Superintendent's office for the use of interested teachers. Requests by the Association for additional information may be addressed to the appropriate Committee.
- 29.3 The expense of providing a mutually-agreed upon number of copies of this Agreement will be shared by the Association and the Committee.
- 29.4 This Agreement constitutes policy of the Committee for the term of said Agreement, and the Committee will carry out the commitments contained herein and give them full force and effect as policy of the Committee.

#### **ARTICLE 30**

#### **STAFF CHILDREN TUITION**

- 30.1 As a benefit for employees covered by the agreement, the children of Unit A members may attend schools in the Acton-Boxborough Regional School System at no charge provided application is made no later than November 1 of the year before the child would attend school in the Acton-Boxborough Regional School System.
- 30.2 There shall be a maximum limit of three (3) such children per grade level in grades K-8. If more than three (3) children apply for admission, then three (3) shall be selected by lottery administered jointly by the Association and the Committee. If a lottery is required, it shall take place as soon as possible after the above mentioned registration deadline.
- 30.3 Staff children admitted under article 30 will be subject to any conditions, fees, and tuition charged to other Acton-Boxborough students.

- 30.4 If a Unit A member's child is currently enrolled in the Acton-Boxborough Regional School System, his or her siblings will be guaranteed admission. Sibling admissions shall not be restricted to the limits outlined in Section 30.2.
- 30.5 There shall be no limit on the number of such children in grades 9-12. However, the application deadline in Section 30.1 above must be met.
- 30.6 K-6 teachers who reside in Acton or Boxborough may have their children assigned to the school in which they teach.
- 30.7 If the Acton-Boxborough Regional School District remains a choice community, and in the event any provision of the School Choice Law is in conflict with Article 30, the language of Article 32 shall be implemented for the purpose of negotiating a substitute provision in compliance with the requirement of such law or regulation.

### **ARTICLE 31 NO DISCRIMINATION**

There shall be no discrimination, restraint or coercion by the Committee or the Association against any teacher because of membership or non-membership in the Association or participation in its affairs or because of a teacher's race, color, creed, national origin, age, as defined by state law, gender, sexual orientation, as defined by law, marital status, or the lawful exercise by a teacher of political activity outside of school, as provided by law. Grievances alleging violations of this article shall not be advanced beyond Level Three of Article 4 and shall not be subject to arbitration under Article 5, but other remedies may be pursued as provided by law.

### **ARTICLE 32 PRECEDENCE OF LAWS AND REGULATIONS**

The accomplishment of the purposes of the existence of the Acton-Boxborough Regional District School is paramount in the interests of the parties hereto, as well as in the public interest. In the administration of all matters covered by this Agreement, the Committee and the Association are governed by the provisions of this Agreement and any existing or future laws and regulations and amendments thereto which may be applicable, and this shall at all times be applied in accordance with and subject to such laws and regulations. Should any provision of this Agreement be deemed to be in conflict with any such laws or regulations, it may become the subject matter of discussion by the parties hereto for the purpose of attempting to negotiate a substitute provision in compliance with the requirements of such law or regulation.

### **ARTICLE 33 DURATION**

- 33.1 This Agreement shall become effective as of July 1, 2017, and shall remain in effect through June 30, 2020.
- 33.2 This Agreement contains increases in salaries and fringe benefits above the levels of such salaries and fringe benefits which were in effect prior to the effective dates of the Agreement and of Schedules A

and B thereof. Such increases shall be implemented and paid to teachers to the extent permitted by applicable laws, orders and regulation.

#### ARTICLE 34 KINDERGARTEN TEACHING POSITIONS

34.1 Teaching Hours and Teaching Load

The single session half-day kindergarten teacher shall follow the regular school year. The district will determine whether the single session kindergarten teacher shall teach mornings all year or mornings for one-half the school year afternoons and for the other half of the school year. Single session half-day kindergarten teachers shall be expected to attend the Thursday afternoon professional learning and collaborative times.

34.2 Conferences

During fall and spring conference time, a kindergarten teacher who teaches both the morning and the afternoon sessions of half day kindergarten shall receive two sessions of leave from the classroom to conduct conferences. A substitute teacher shall be hired in his or her place. A single session kindergarten teacher shall receive one session of leave.

34.3 Intersession

A kindergarten teacher who teaches both the morning and the afternoon sessions of half day kindergarten shall have a forty (40) minute duty-free period between sessions provided the administration can arrange the schedule consistent with other requirements.

#### ARTICLE 35 REDUCTION IN STAFF

35.1 In the event it becomes necessary to reduce the number of teachers with professional status included in the bargaining unit as defined in Article 1, teachers without professional status shall be dismissed before teachers with professional status. During any reduction in staff, teachers with professional status shall be dismissed in accordance with the criteria outlined in Sections 35.2 and 35.3.

35.2 During a reduction in staff that impacts teachers with professional status, seniority may only be considered a tiebreaker for dismissal after job performance has been considered. A teacher's job performance shall be defined by the teacher's overall summative evaluation ratings, with proficient being considered equal to exemplary. Up to five (5) years of the most recent summative evaluation ratings will be used to consider a teacher's job performance, excluding the most recent evaluation ongoing during the year of the reduction in staff.

35.3 A teacher with professional status whose position is eliminated is entitled to positions outside his or her current department, professional role, or building, providing that he or she is qualified for the position in question, and provided that the position in question is currently held by a teacher without professional status, or currently held by a less senior teacher of equal or lesser rated job performance as defined in Section 35.2. A teacher's minimum qualifications for a position shall be defined as



appropriate licensure and at least one year of prior experience in the last 15 years teaching the relevant subject matter or working in the same professional role.

35.4 Seniority shall be defined as length of service in the Acton, Boxborough, or Acton-Boxborough school district(s) inclusive of approved leaves of absence. Seniority shall be documented in a master list maintained by the Association and the Committee. The computation of length of service shall commence from a teacher's first working day when students are in session. In cases where more than one teacher's length of services commences on the same school day said teachers' names shall be selected in a random drawing to establish specific placement on the seniority list. The first name chosen in such drawing shall be credited with more seniority than any subsequent names drawn in that procedure. The second name drawn shall have the next most seniority rights, and so on, until all names have been drawn. As each new teacher is employed he or she will have his or her name placed at the bottom of a master seniority list. In the case of broken years the years of seniority shall be adjusted to add the years of prior service to the years of seniority from the current employment once the teacher has attained professional status after his or her return.

35.5

- a) Teachers who are to be affected by a reduction in staff must be notified in writing no later than June 15<sup>th</sup> that the Superintendent has decided that the teacher be dismissed. Said notice shall include the specific reasons for the reduction in staff. Teachers who have been dismissed during a reduction in staff shall be entitled to recall rights for a period of two (2) years from the effective date of their respective dismissals. Teachers dismissed effective at the same time will be in a separate recall pool. Teachers in the most recently dismissed recall pool will be called back first, so long as they are qualified for the open position(s) from which they were dismissed. During the recall period, teachers shall be notified by certified mail to their last address on record. Teachers being recalled from a reduction in staff must indicate their willingness to be available for such position within two (2) weeks of the receipt of the certified letter or recall. Failure to do so shall mean the teacher has waived his or her recall rights, if the position to which the teacher is being recalled was one that would be at least one academic year in length. Teachers part of a reduction in staff may refuse recall positions which are shorter in length than one academic year without forfeiting their seniority rights to recall. All benefits to which a teacher was entitled at the time of the reduction in staff shall be restored in full upon re-employment within the recall period. During the recall period teachers who have been part of a reduction in staff shall be given preference on the substitute list if they so desire.
- b) Employees part of a reduction in staff may continue group health and life insurance coverage during the recall period as provided by the district to members of the bargaining unit by reimbursing the district for total premium costs. Failure to forward premium payments to the district or refusal to return to employment upon recall will terminate this option.
- c) After a reduction in staff, the Superintendent agrees not to hire any new teachers unless no teacher part of said reduction is qualified to fill any open or new position, or all qualified teachers part of said reduction have declined an offer to fill the vacancy. A list specifying the seniority of each member of the bargaining unit shall be prepared by the Superintendent and forwarded to the President of the Association within thirty (30) days following the execution of this Agreement. An updated "seniority list" shall be supplied by the Superintendent annually thereafter.

**ARTICLE 36  
PARAPROFESSIONALS**

- 36.1 Teachers shall be involved in the placement of paraprofessionals in their classrooms to the extent that the paraprofessional to be placed in a teacher's classroom will be consistent with the needs of the specific class in question in the judgment of the teacher involved.
- 36.2 Paraprofessionals shall only assume those duties in the classroom which, in the judgment of the teacher involved, are deemed to be in the best interest of the educational process.

**ARTICLE 37  
ADMINISTRATIVE SELECTION COMMITTEE**

- 37.1 The Committee agrees that the Association will be represented by an Association appointee on any committee, other than one composed solely of Principals and/or Central Office, established to recommend candidates for administrative positions to the Committee or the Superintendent.
- 37.2 Teachers will be solicited to participate in expressing their views regarding the construction or remodeling of a school. The Committee will recommend to the appropriate appointing authority that it consider appointing a member of the teaching staff to the committee which is responsible for the construction of a new school.

**ARTICLE 38  
TEACHER NOTIFICATION**

The Committee agree to notify each teacher by the date of the first pay check each school year of the following: (1) the number of sick days they have accumulated as of the first school day of September of that same school year, and (2) any requirement that a teacher take an in-service course that school year under the provisions of Section 21.1.

**Teachers & Nurses Scale for 2017-2018  
Base Annual Salary**

1.5% increase over 2016-2017

Years	Bachelor's Degree	Bachelor's B + 15	Master's or Bachelor's +36*	Master's M + 15	Master's M + 30	Master's M + 45	Doctorate or Master's +60*
1	\$47,036	\$48,078	\$50,653	\$51,711	\$54,080	\$55,668	\$57,275
2	\$49,147	\$50,196	\$52,704	\$53,822	\$56,209	\$57,797	\$59,403
3	\$51,236	\$52,290	\$54,888	\$55,910	\$58,337	\$59,931	\$61,523
4	\$53,465	\$54,523	\$57,139	\$58,206	\$60,594	\$62,198	\$63,784
5	\$56,236	\$57,297	\$59,958	\$61,034	\$63,460	\$65,070	\$66,678
6	\$58,928	\$59,999	\$62,684	\$63,756	\$66,193	\$67,814	\$69,437
7	\$62,334	\$63,396	\$66,153	\$67,242	\$69,716	\$71,345	\$72,967
8	\$65,124	\$66,186	\$68,961	\$70,043	\$72,527	\$74,163	\$75,792
9	\$67,882	\$68,937	\$71,743	\$72,822	\$75,340	\$76,955	\$78,586
10	\$70,677	\$71,733	\$74,549	\$75,621	\$78,107	\$79,724	\$81,341
11	\$71,635	\$72,711	\$75,559	\$76,646	\$79,165	\$80,802	\$82,465
12	\$73,887	\$75,412	\$78,361	\$79,493	\$82,101	\$83,800	\$85,563
<b>Supermax</b>	\$900**	\$900**	\$925	\$925	\$925	\$950	\$950

\* 2/3 in major subject

\*\*Employees hired after July 1, 2014 will not be eligible for Supermax on the Bachelor's lanes except for as outlined in article 7.9.

All degrees and credits shall be from an accredited College or University or from an in-service program approved by the Superintendent or designee.

**Teachers & Nurses Scale for 2018-2019 (Days 1 - 89)  
Base Annual Salary**

1.25% increase over 2017-2018

Years	Bachelor's Degree	Bachelor's B + 15	Master's or Bachelor's +36*	Master's M + 15	Master's M + 30	Master's M + 45	Doctorate (or Master's +60)*
1	\$47,624	\$48,679	\$51,286	\$52,357	\$54,756	\$56,364	\$57,991
2	\$49,761	\$50,823	\$53,363	\$54,495	\$56,912	\$58,519	\$60,146
3	\$51,876	\$52,944	\$55,574	\$56,609	\$59,066	\$60,680	\$62,292
4	\$54,133	\$55,205	\$57,853	\$58,934	\$61,351	\$62,975	\$64,581
5	\$56,939	\$58,013	\$60,707	\$61,797	\$64,253	\$65,883	\$67,511
6	\$59,665	\$60,749	\$63,468	\$64,553	\$67,020	\$68,662	\$70,305
7	\$63,113	\$64,188	\$66,980	\$68,083	\$70,587	\$72,237	\$73,879
8	\$65,938	\$67,013	\$69,823	\$70,919	\$73,434	\$75,090	\$76,739
9	\$68,731	\$69,799	\$72,640	\$73,732	\$76,282	\$77,917	\$79,568
10	\$71,560	\$72,630	\$75,481	\$76,566	\$79,083	\$80,721	\$82,358
11	\$72,530	\$73,620	\$76,503	\$77,604	\$80,155	\$81,812	\$83,496
12	\$74,811	\$76,355	\$79,341	\$80,487	\$83,127	\$84,848	\$86,633
<b>Supermax</b>	\$900**	\$900**	\$925	\$925	\$925	\$950	\$950

\* 2/3 in major subject

\*\*Employees hired after July 1, 2014 will not be eligible for Supermax on the Bachelor's lanes except for as outlined in article 7.9.

All degrees and credits shall be from an accredited College or University or from an in-service program approved by the Superintendent or designee.

**Teachers & Nurses Scale for 2018-2019 (Day 90 +)  
Base Annual Salary**

2.25% increase over 2018-2019 (Days 1-89)

<i>Years</i>	<i>Bachelor's Degree</i>	<i>Bachelor's B + 15</i>	<i>Master's or Bachelor's +36*</i>	<i>Master's M + 15</i>	<i>Master's M + 30</i>	<i>Master's M + 45</i>	<i>Doctorate (or Master's +60)*</i>
1	\$48,696	\$49,774	\$52,440	\$53,535	\$55,988	\$57,632	\$59,296
2	\$50,881	\$51,967	\$54,564	\$55,721	\$58,193	\$59,836	\$61,499
3	\$53,043	\$54,135	\$56,824	\$57,883	\$60,395	\$62,045	\$63,694
4	\$55,351	\$56,447	\$59,155	\$60,260	\$62,731	\$64,392	\$66,034
5	\$58,220	\$59,318	\$62,073	\$63,187	\$65,699	\$67,365	\$69,030
6	\$61,007	\$62,116	\$64,896	\$66,005	\$68,528	\$70,207	\$71,887
7	\$64,533	\$65,632	\$68,487	\$69,615	\$72,175	\$73,862	\$75,541
8	\$67,422	\$68,521	\$71,394	\$72,515	\$75,086	\$76,780	\$78,466
9	\$70,277	\$71,369	\$74,274	\$75,391	\$77,998	\$79,670	\$81,358
10	\$73,170	\$74,264	\$77,179	\$78,289	\$80,862	\$82,537	\$84,211
11	\$74,162	\$75,276	\$78,224	\$79,350	\$81,958	\$83,653	\$85,375
12	\$76,494	\$78,073	\$81,126	\$82,298	\$84,997	\$86,757	\$88,582
<b>Supermax</b>	<b>\$900**</b>	<b>\$900**</b>	<b>\$925</b>	<b>\$925</b>	<b>\$925</b>	<b>\$950</b>	<b>\$950</b>

\* 2/3 in major subject

\*\*Employees hired after July 1, 2014 will not be eligible for Supermax on the Bachelor's lanes except for as outlined in article 7.9.

All degrees and credits shall be from an accredited College or University or from an in-service program approved by the Superintendent or designee.

**Teachers & Nurses Scale for 2018-2019 (Average)  
Base Annual Salary**

<i>Years</i>	<i>Bachelor's Degree</i>	<i>Bachelor's B + 15</i>	<i>Master's or Bachelor's +36*</i>	<i>Master's M + 15</i>	<i>Master's M + 30</i>	<i>Master's M + 45</i>	<i>Doctorate (or Master's +60)*</i>
1	\$48,160	\$49,227	\$51,863	\$52,946	\$55,372	\$56,998	\$58,644
2	\$50,321	\$51,395	\$53,964	\$55,108	\$57,553	\$59,178	\$60,823
3	\$52,460	\$53,540	\$56,199	\$57,246	\$59,731	\$61,363	\$62,993
4	\$54,742	\$55,826	\$58,504	\$59,597	\$62,041	\$63,684	\$65,308
5	\$57,580	\$58,666	\$61,390	\$62,492	\$64,976	\$66,624	\$68,271
6	\$60,336	\$61,433	\$64,182	\$65,279	\$67,774	\$69,435	\$71,096
7	\$63,823	\$64,910	\$67,734	\$68,849	\$71,381	\$73,050	\$74,710
8	\$66,680	\$67,767	\$70,609	\$71,717	\$74,260	\$75,935	\$77,603
9	\$69,504	\$70,584	\$73,457	\$74,562	\$77,140	\$78,794	\$80,463
10	\$72,365	\$73,447	\$76,330	\$77,428	\$79,973	\$81,629	\$83,285
11	\$73,346	\$74,448	\$77,364	\$78,477	\$81,057	\$82,733	\$84,436
12	\$75,653	\$77,214	\$80,234	\$81,393	\$84,062	\$85,803	\$87,608
<b>Supermax</b>	<b>\$900**</b>	<b>\$900**</b>	<b>\$925</b>	<b>\$925</b>	<b>\$925</b>	<b>\$950</b>	<b>\$950</b>

\* 2/3 in major subject

\*\*Employees hired after July 1, 2014 will not be eligible for Supermax on the Bachelor's lanes except for as outlined in article 7.9.

All degrees and credits shall be from an accredited College or University or from an in-service program approved by the Superintendent or designee.

**Teachers & Nurses Scale for 2019-2020 (Days 1 - 89)**  
**Base Annual Salary**

1% increase over 2018-2019 (Day 90+)

Years	Bachelor's Degree	Bachelor's B + 15	Master's or Bachelor's +36*	Master's M + 15	Master's M + 30	Master's M + 45	Doctorate or Master's +60*
1	\$49,183	\$50,272	\$52,964	\$54,070	\$56,548	\$58,208	\$59,889
2	\$51,390	\$52,487	\$55,110	\$56,278	\$58,775	\$60,434	\$62,114
3	\$53,573	\$54,676	\$57,392	\$58,462	\$60,999	\$62,665	\$64,331
4	\$55,905	\$57,011	\$59,747	\$60,863	\$63,358	\$65,036	\$66,694
5	\$58,802	\$59,911	\$62,694	\$63,819	\$66,356	\$68,039	\$69,720
6	\$61,617	\$62,737	\$65,545	\$66,665	\$69,213	\$70,909	\$72,606
7	\$65,178	\$66,288	\$69,172	\$70,311	\$72,897	\$74,601	\$76,296
8	\$68,096	\$69,206	\$72,108	\$73,240	\$75,837	\$77,548	\$79,251
9	\$70,980	\$72,083	\$75,017	\$76,145	\$78,778	\$80,467	\$82,172
10	\$73,902	\$75,007	\$77,951	\$79,072	\$81,671	\$83,362	\$85,053
11	\$74,904	\$76,029	\$79,006	\$80,144	\$82,778	\$84,490	\$86,229
12	\$77,259	\$78,854	\$81,937	\$83,121	\$85,847	\$87,625	\$89,468
<b>Supermax</b>	<b>\$900**</b>	<b>\$900**</b>	<b>\$925</b>	<b>\$925</b>	<b>\$925</b>	<b>\$950</b>	<b>\$950</b>

\* 2/3 in major subject

\*\*Employees hired after July 1, 2014 will not be eligible for Supermax on the Bachelor's lanes except for as outlined in article 7.9.

All degrees and credits shall be from an accredited College or University or from an in-service program approved by the Superintendent or designee.

**Teachers & Nurses Scale for 2019-2020 (Day 90+)**  
**Base Annual Salary**

1.5% increase over 2019-2020 (Days 1-89)

Years	Bachelor's Degree	Bachelor's B + 15	Master's or Bachelor's +36*	Master's M + 15	Master's M + 30	Master's M + 45	Doctorate or Master's +60*
1	\$49,921	\$51,026	\$53,758	\$54,881	\$57,396	\$59,081	\$60,787
2	\$52,161	\$53,274	\$55,937	\$57,122	\$59,657	\$61,341	\$63,046
3	\$54,377	\$55,496	\$58,253	\$59,339	\$61,914	\$63,605	\$65,296
4	\$56,744	\$57,866	\$60,643	\$61,776	\$64,308	\$66,012	\$67,694
5	\$59,684	\$60,810	\$63,634	\$64,776	\$67,351	\$69,060	\$70,766
6	\$62,541	\$63,678	\$66,528	\$67,665	\$70,251	\$71,973	\$73,695
7	\$66,156	\$67,282	\$70,210	\$71,366	\$73,990	\$75,720	\$77,440
8	\$69,117	\$70,244	\$73,190	\$74,339	\$76,975	\$78,711	\$80,440
9	\$72,045	\$73,164	\$76,142	\$77,287	\$79,980	\$81,674	\$83,405
10	\$75,011	\$76,132	\$79,120	\$80,258	\$82,896	\$84,612	\$86,329
11	\$76,028	\$77,169	\$80,191	\$81,346	\$84,020	\$85,757	\$87,522
12	\$78,418	\$80,037	\$83,166	\$84,368	\$87,135	\$88,939	\$90,810
<b>Supermax</b>	<b>\$900**</b>	<b>\$900**</b>	<b>\$925</b>	<b>\$925</b>	<b>\$925</b>	<b>\$950</b>	<b>\$950</b>

\* 2/3 in major subject

\*\*Employees hired after July 1, 2014 will not be eligible for Supermax on the Bachelor's lanes except for as outlined in article 7.9.

All degrees and credits shall be from an accredited College or University or from an in-service program approved by the Superintendent or designee.

**Teachers & Nurses Scale for 2019-2020 (Average)  
Base Annual Salary**

<b>Years</b>	<b>Bachelor's Degree</b>	<b>Bachelor's B + 15</b>	<b>Master's or Bachelor's +36*</b>	<b>Master's M + 15</b>	<b>Master's M + 30</b>	<b>Master's M + 45</b>	<b>Doctorate or Master's +60*</b>
1	\$49,552	\$50,649	\$53,361	\$54,476	\$56,972	\$58,645	\$60,338
2	\$51,776	\$52,881	\$55,524	\$56,700	\$59,216	\$60,888	\$62,580
3	\$53,975	\$55,086	\$57,823	\$58,901	\$61,457	\$63,135	\$64,814
4	\$56,325	\$57,439	\$60,195	\$61,320	\$63,833	\$65,524	\$67,194
5	\$59,243	\$60,361	\$63,164	\$64,298	\$66,854	\$68,550	\$70,243
6	\$62,079	\$63,208	\$66,037	\$67,165	\$69,732	\$71,441	\$73,151
7	\$65,667	\$66,785	\$69,691	\$70,839	\$73,444	\$75,161	\$76,868
8	\$68,607	\$69,725	\$72,649	\$73,790	\$76,406	\$78,130	\$79,846
9	\$71,513	\$72,624	\$75,580	\$76,716	\$79,369	\$81,071	\$82,789
10	\$74,457	\$75,570	\$78,536	\$79,665	\$82,284	\$83,987	\$85,691
11	\$75,466	\$76,599	\$79,599	\$80,745	\$83,399	\$85,124	\$86,876
12	\$77,839	\$79,446	\$82,552	\$83,745	\$86,491	\$88,282	\$90,139
<b>Supermax</b>	\$900**	\$900**	\$925	\$925	\$925	\$950	\$950

\* 2/3 in major subject

\*\*Employees hired after July 1, 2014 will not be eligible for Supermax on the Bachelor's lanes except for as outlined in article 7.9.

All degrees and credits shall be from an accredited College or University or from an in-service program approved by the Superintendent or designee.

**SCHEDULE B SALARIES**  
**COACHING AND ADVISORS STIPENDS**

1. Compensation for Coaches and Activity Advisors shall be based on the number of hours required for the sport or activity. As a result, the coach or advisor position will be placed on Category 1 through 10 listed below, which shall determine the salary for the position.
2. All stipends for Coaches and Advisors will be based on a percentage of the Varsity (Head) Football Coach's salary. That percent is based on the category placement of the position
3. The remainder of the athletic and non-athletic salaries are placed in categories based on the criteria used by the AEA. The placement of those categories is attached.
4. The Drama Schedule and the Coaches/Advisors Schedules are independent of one another.
5. All coaches and advisors will be placed on respective Steps 1 through Step 4 based on years of experience.
6. The step differentials for the Schedule B salaries will be 10%, which is equivalent to the average step differential for coaches and advisors around the DCL.
7. The salaries for all JV, Assistant, and Freshman Coaches will be 65% of the salary of the Varsity (Head) Coach for the respective sport.
8. New Activity Advisor or Coaching positions may be added via a Side Letter of Agreement and then added to the Schedule following the next successive negotiations.
9. In the event that the salary for a current coach or advisor is decreased as a result of this restructure, that coach or advisor will continue to receive the current salary until the salary on the schedule meets or exceeds the current salary. The advisor or coach will then begin to receive the salary as outlined on the schedule.

**SCHEDULE B SALARIES**

2017-2018

Category	STEP 1	STEP 2	STEP 3	STEP 4
1	6,993	7,693	8,461	9,308
2	5,665	6,231	6,854	7,359
3	5,035	5,539	6,092	6,701
4	4,056	4,462	4,908	5,399
5	3,076	3,385	3,723	4,096
6	2,377	2,616	2,877	3,165
7	2,028	2,231	2,454	2,699
8	1,469	1,616	1,777	1,995
9	979	1,077	1,185	1,303
10	349	385	423	466

**SCHEDULE B SALARIES**

2018-2019

Category	STEP 1	STEP 2	STEP 3	STEP 4
1	7,160	7,877	8,664	9,530
2	5,801	6,380	7,018	7,719
3	5,156	5,671	6,238	6,862
4	4,153	4,569	5,025	5,528
5	3,149	3,469	3,813	4,194
6	2,434	2,679	2,946	3,241
7	2,076	2,285	2,513	2,764
8	1,504	1,655	1,819	2,002
9	1,002	1,103	1,214	1,334
10	357	395	433	478

2019-2020

Category	STEP 1	STEP 2	STEP 3	STEP 4
1	7,366	8,105	8,915	9,805
2	5,969	6,565	7,221	7,942
3	5,305	5,835	6,418	7,060
4	4,273	4,701	5,171	5,688
5	3,240	3,566	3,923	4,314
6	2,505	2,757	3,032	3,335
7	2,136	2,351	2,585	2,843
8	1,547	1,703	1,871	2,060
9	1,031	1,135	1,249	1,372
10	368	406	446	492



## HIGH SCHOOL STIPENDS

<b>Category 1 (100%)</b>	<b>Category 6 (34%)</b>
Varsity (Head) Football Coach	Mock Trial
<b>Category 2 (81%)</b>	Science Olympiad
Varsity (Head) Basketball Coach	Senior Class Advisor
Varsity (Head) Hockey Coach	Speech and Debate (2 pos)
Varsity (Head) Lacrosse Coach	Window St/Creative Writing
Yearbook	Ocean Bowl
<b>Category 3 (72%)</b>	<b>Category 7 (29%)</b>
Academic Decathlon	Jazz Band
A/V Media Director	Ambassador Program
Band Director	<b>Category 8 (21%)</b>
Varsity (Head) Baseball Coach	ABCO
Varsity (Head) Field Hockey Coach	AB Human Rights
Varsity (Head) Soccer Coach	Anami of Africa
Varsity (Head) Softball Coach	Anime Crew
Varsity (Head) Spring Track Coach	Art Club
Varsity (Head) Volleyball Coach	ASHA
Varsity (Head) Winter Track Coach	AB Buddies
Varsity (Head) Softball Coach	Common Ground
<b>Category 4 (58%)</b>	Curriculum Teacher Leader
Newspaper	Future Business Leaders
Varsity (Head) Gymnastics Coach	Interact Club
Varsity (Head) Ski Coach	Invisible Children
Varsity (Head) Swimming Coach	Jr. Class Advisor
Varsity (Head) Tennis Coach	National Honor Society
Varsity (Head) Wrestling Coach	Outdoor Club
Varsity (Head) X-Country Coach	PLADD
<b>Category 5 (44%)</b>	Recycling Group
Student Council	TGIF Video Game
Varsity (Head) Cheerleading Coach	Youth in Philanthropy
Varsity (Head) Golf Coach	<b>Category 9 (14%)</b>
<b>Category 6 (34%)</b>	Freshman Class Advisor
Envirothon	Sophomore Class Advisor
High School Trivia Team	<b>Category 10 (5%)</b>
Mathleague	Student Interest Groups
	Elementary Clubs

**The Stipend for all JV, Assistant and Freshman coaches will be 65% of the stipend of the Varsity Coach for the respective team.**

**SCHEDULE B SALARIES  
COACHING AND ADVISORS STIPENDS  
JR. HIGH SCHOOL STIPENDS**

<b>Category 1 (100%)</b>	
<b>Category 2 (81%)</b>	
<b>Category 3 (72%)</b>	A/V Auditorium Coordinator
<b>Category 4 (58%)</b>	Yearbook
<b>Category 5 (44%)</b>	Drama Club and Productions
	Head Coaches
	JH School Athletic Director
<b>Category 6 (34%)</b>	AB Blueprint
	Math Counts
	Science Olympiad
<b>Category 7 (29%)</b>	Adopt-a-Grandparent
	Fly Tying
	Jazz Band
	Weight Lifting
<b>Category 8 (21%)</b>	Chorus
	Curriculum Teacher Leader
	Dance Bollywood
	Literacy Club
	Ski Club
<b>Category 9 (14%)</b>	Art
	Games Club
	Climate Club
	Creative Writing
	Engineering and Technology
	School Store
	Variety Show
<b>Category 10 (5%)</b>	Anime Club
	French Club
	Spanish Club
	Student Interest Groups
	Elementary Clubs

The School Committee agrees to add \$20,000 to the FY '18 budget to fund additional schedule B activities. The student activity budget will be increased each year by the percentage increase negotiated for schedule B activities. The administration will work with the ABEA to review stipend amounts and to determine which clubs and activities are funded, and any that may be removed. Clubs will not be funded in the first year.

Elementary overnight stipends (Nature's Classroom, Merrowvista, Cape Cod) \$100 per night.  
Professional Learning Preparation Stipend\* \$100 \* For teachers who lead a class or workshop requiring significant preparations as part of a one time or ongoing professional learning opportunity not otherwise compensated as part of the district's professional learning program.

**SYSTEM-WIDE STIPENDS**

	<b>2017-2018</b>	<b>2018-2019</b>	<b>2019-2020</b>
Mentor Co-Coordinator (2 pos)	\$2,747	\$2,813	\$2,863
Curriculum Specialist	\$3,820	\$3,912	\$3,983
Mentor	\$836	\$856	\$972
Mentor Buddy	\$418	\$428	\$436

**Schedule B**  
**JH and HS Drama Stipends**

**2017-2018**

	Step 1	Step 2	Step 3	Step 4
<b>Director:</b> Musical, Fall Play, Festival	\$2,510	\$2,719	\$2,928	\$3,137
<b>Crew Chief:</b> Asst. Director; Musical Dir; Choreographer; Set Design/Const	\$2,248	\$2,406	\$2,562	\$2,719
Musician	\$575	\$627	\$680	\$732
Director: Smaller Plays	\$1,883	\$2,196	\$2,406	\$2,615
Tech Director Smaller Plays	\$889	\$941	\$994	\$1,045
Set Design Smaller Plays	\$1,045	\$1,150	\$1,255	\$1,359

**2018-2019**

	Step 1	Step 2	Step 3	Step 4
<b>Director:</b> Musical, Fall Play, Festival	\$2,570	\$2,784	\$2,999	\$3,212
<b>Crew Chief:</b> Asst. Director; Musical Dir; Choreographer; Set Design/Const	\$2,302	\$2,464	\$2,623	\$2,784
Musician	\$589	\$642	\$697	\$750
Director: Smaller Plays	\$1,929	\$2,248	\$2,464	\$2,678
Tech Director Smaller Plays	\$910	\$964	\$1,018	\$1,070
Set Design Smaller Plays	\$1,070	\$1,177	\$1,286	\$1,392

2019-2020

	Step 1	Step 2	Step 3	Step 4
<b>Director:</b> Musical, Fall Play, Festival	\$2,653	\$2,865	\$3,085	\$3,304
<b>Crew Chief:</b> Asst. Director; Musical Dir; Choreographer; Set Design/Const	\$2,368	\$2,533	\$2,699	\$2,865
Musician	\$606	\$660	\$718	\$772
Director: Smaller Plays	\$1,985	\$2,268	\$2,535	\$2,756
Tech Director Smaller Plays	\$936	\$991	\$1,047	\$1,101
Set Design Smaller Plays	\$1,101	\$1,211	\$1,323	\$1,432

**SCHEDULE D  
EXTRA CLASSES STIPENDS**

For the duration of this agreement, a teacher who agrees to teach an additional section beyond the full time load of five (5) sections shall receive salary compensation in accordance with Schedule "D" below for a full year course. In the event that this assignment occurs during the school year, the teacher will receive a prorated salary adjustment in accordance with the schedule. Such pay shall be included as part of a teacher's base salary and will be computed as the equivalent of 20% of Master's Column, Step 3.

**SCHEDULE D**

	2017-2018	2018-2019	2019-2020
<b>Academic Subjects</b> <i>(Math, English, History, Science, World Language, Reading)</i>	\$10,978	\$11,240	\$11,565
<b>Specialists</b> <i>(Special Education, Speech/Language Counselor, OT, PT, Business, ESL, Psychologist, Academic Support, Early Childhood)</i>	\$10,978	\$11,240	\$11,565
<b>Elective/Exploratories</b> <i>(Art, Music, Physical Education, Industrial Arts, Speech/Debate, Technology)</i>	\$10,978	\$11,240	\$11,565

**SCHEDULE E  
ALTERNATIVE PROGRAM STIPENDS**

For the duration of this agreement, a teacher who agrees to teach an alternative program course beyond the full time load of five (5) sections shall receive salary compensation in accordance with Schedule "E" below for a full year course. In the event that this assignment occurs during the school year, the teacher will receive a prorated salary adjustment in accordance with the schedule. Such pay shall be included as part of a teacher's base salary and will be computed as the equivalent of 12% of Master's Column, Step 3.

Other alternative program service positions shall be paid according to the percent of an alternative academic subject teachers pay as described above in the table below:

**ALTERNATIVE PROGRAM PERCENTAGES**

Academic Subject Teacher	100
Psychologist/Counselor	100
Program Coordinator	80
Vocational Coordinator	80
Program Specialist	75
Transition Program Coordinator	60

**SCHEDULE E**

	2017-18	2018-19	2019-20
Academic Subject Teacher	\$6,587	\$6,744	\$6,939
Psychologist/Counselor	\$6,587	\$6,744	\$6,939
Program Coordinator	\$5,297	\$5,395	\$5,551
Vocational Coordinator	\$5,297	\$5,395	\$5,551
Program Specialist	\$4,940	\$5,058	\$5,204
Transition Program Coordinator	\$3,952	\$4,046	\$4,163

APPENDIX A  
ACTON-BOXBOROUGH REGIONAL SCHOOL DISTRICT  
LETTER OF APPOINTMENT  
&  
SALARY PAYMENT SHEET

*Date*

TO: *Teacher*  
*Subject*  
*School*

We are pleased to inform you that you have been appointed/reappointed to serve in the Acton-Boxborough Regional School District for the 20xx-xx school year.

Your employment will be subject to and governed by the terms of the collective bargaining agreement in effect between the Acton-Boxborough Regional School Committee and the Acton-Boxborough Education Association (the "Agreement"), the policies and procedures of the Acton-Boxborough Regional School District, and all applicable local, state and federal laws. Your employment is contingent upon our receipt of a valid certificate for the position for which you have been appointed, in accordance with state law.

In accepting this appointment, you agree that, should you wish to resign from your position before the end of the school year, you will give the school at least 30 days advance written notice of your intention to do so (60 days advance written notice if your resignation is to be effective in September). The school may terminate your employment only in accordance with the Agreement and applicable laws. If your employment is terminated for any reason before June 30, your salary for the period of employment will be the amount of the salary stated below, on an annualized basis, divided by the number of days in the school year and multiplied by the number of days taught by you during the school year.

You may be required to travel between school buildings for the performance of your duties.

Your step placement and salary will be as follows:

FTE	Step	Base Pay	Supermax	Longevity	Total Pay
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Superintendent



**Acton-Boxborough Regional School District  
Salary Payment Sheet**

To: Certified Staff and School Nurses (Unit A)

From: Deputy Superintendent

Please fill in information on asterisked lines and correct erroneous information on the other lines.

Name.....  
Street Address.....  
Town/State/Zip.....  
Tel#.....

School\_\_\_\_\_

\*School and /or Dept. to send check/dir. dep. notice \_\_\_\_\_

\*Grade level and title \_\_\_\_\_.

\*All staff will receive 26 pays (including 5 checks for the summer) unless you notify us that you want to receive 21 pays with no lump sum.

Sign here ONLY if you want to receive 21 pays with no lump sum: \_\_\_\_\_

If you anticipate a salary change in September due to additional credits, sign this salary sheet, note that you anticipate a salary change and return this form to your principal by the requested date. Upon receipt of paperwork verifying your salary change, a revised appointment letter will be sent to you.

Signature \_\_\_\_\_ Date signed \_\_\_\_\_

Return this form to Human Resources in Central Office,  
NO CHANGES WILL BE ALLOWED AFTER THIS FORM IS RETURNED.

\*\*\*\*\*Do not write below this line.\*\*\*\*\*

		<u>Annual Gross</u>	<u>Number of Checks</u>
<b>FTE &amp; Step</b>	1.00 2 M+30	Base Pay \$xx,xxx	26
<b>Seniority Date</b>	xx/xx/xxxx	Supermax \$x,xxx	
<b>Teacher Years of Service</b>	xx	Longevity \$x,xxx	
		Total Pay \$xx,xxx	

Location	Account	Employee	Account Name	FTE	Dollars	Biweekly Pay
School Name	Acct Number	Acct Name		1.0	\$xx,xxx	\$x,xxx

**APPENDIX B  
CONTRACT FOR EXTRA DUTIES**

The Acton-Boxborough Regional School District agree(s) to employ \_\_\_\_\_ in the capacity of \_\_\_\_\_ during the \_\_\_\_\_ school year.

This agreement shall be subject to School Committee policy and the Agreement between the Committee and the Acton-Boxborough Education Association. The compensation for this position will be \$\_\_\_\_\_.

The contract is given on a one year basis. Renewal for the following year or season is up to the supervisor. The contract may be terminated at any time by mutual consent of the employee and the School District, otherwise this contract may be terminated upon written notice to the other at least thirty (30) days, except that if the termination is to become effective in September, written notice of at least sixty (60) days shall be required. If this contract is terminated before the Teacher has completed his or her duties, the Teacher will be compensated only for duties completed.

The undersigned is to be paid half of the salary mid-way through the season and half at the end of the season.

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Staff Member

\_\_\_\_\_  
Date

**APPENDIX C**  
**EDUCATOR EVALUATION CONTRACT LANGUAGE**

In accordance with article 17.7, a joint committee of ABEA and Administration is updating the Educator Evaluation Contract Language. Once final, the updated language will be inserted in this section of the contract.

**LETTER OF AGREEMENT REGARDING  
SENIOR HIGH DUTIES**

Side Letter of Agreement

The School Committee will commit at least \$25,000 in 1998-1999 for the purpose of implementing the concept of a duty free high school. These sums are specifically for the purpose of implementing the concept of a duty free day by reduction of supervisory duties by teachers as determined by the Administration. Incremental implementation will continue over the life of the successor agreement(s) starting in the year 1999-2000. The goal of the School Committee would be full implementation by June 30, 2002.

This side letter will not be subject to grievance and arbitration during the period of the successor agreement. The AEA also recognizes that the positions created by this agreement will be reduced before any certified staff will be RIP'ed. In this event, teacher will resume duty coverage as needed.

<u>Mary Jane Merrill</u>	<u>4/27/98</u>	<u>Alice (Micki) Williams</u>	<u>4/27/98</u>
Mary Jane Merrill	Date	Alice (Micki) Williams	Date

<u>William Betourney</u>	<u>4/27/98</u>	<u>Michael Scanlon</u>	<u>4/27/98</u>
William Betourney	Date	Michael Scanlon	Date

**LETTER OF AGREEMENT REGARDING  
JUNIOR HIGH DUTIES**

Acton Public Schools  
Acton-Boxborough Regional Schools  
Acton, Massachusetts

Side Letter of Agreement

The School Committee will commit at least \$10,000 in 1998-1999 for the purpose of implementing the concept of a duty-free junior high school. These sums are specifically for the purpose of implementing the concept of a duty-free day by reduction of supervisory duties by teachers as determined by the Administration. The Administration will first attempt to provide increased supervisory support and/or elective offerings during elective block. Incremental implementation will continue over the life of the successor agreement(s) starting in the year 1999-2000. The goal of the School Committee would be full implementation by June 30, 2002.

This side letter will not be subject to grievance and arbitration during the period of the successor agreement. The AEA also recognizes that the positions created by this agreement will be reduced before any certified staff will be RIFed. In this event, teachers will resume duty coverage as needed.

<u>Mary Jane Merrill</u>	<u>Date</u>	<u>Cheryl Levine</u>	<u>7/19/98</u>
Mary Jane Merrill	Date	Cheryl Levine	Date
AEA President		AB School Committee Chairperson	

<u>Carla Brockmeier</u>	<u>7/19/98</u>
Carla Brockmeier	Date
AEA Representative	

Witness Page

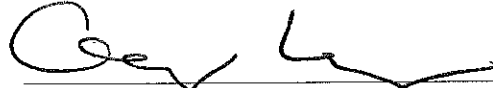
Wherefore, the parties have caused this agreement to be signed by their duly authorized representatives on the date indicated below.



Karen Sonner, Co-President  
Acton-Boxborough Education Association

20 Sept 2017

Date



Amy Krishnamurthy, Chairperson  
Acton-Boxborough Regional School Committee  
ABRSC Negotiations Subcommittee

9-17-17

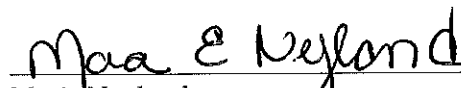
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Michael Balulescu, Co-President  
Acton-Boxborough Education Association  
Co-Chair, ABEA Negotiations Committee

9/20/17

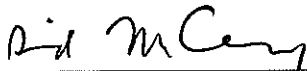
Date



Maria Neyland  
Acton-Boxborough Regional School Committee  
Negotiations Subcommittee

9/23/17

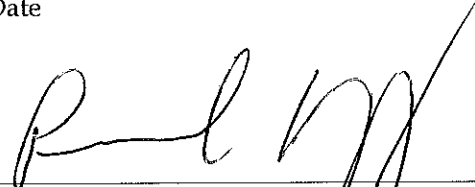
Date



David McClung  
Co-Chair, ABEA Negotiations Committee

9/21/17

Date



Paul Murphy  
Acton-Boxborough Regional School Committee  
Negotiations Subcommittee

9-17-17

Date

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