

Agreement

between the

Acton-Boxborough
Regional School Committee

and the

Acton-Boxborough Education Association

2014 - 2017

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PREAMBLE

This AGREEMENT is made this 4th Day of November 2014, 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 Committee including classroom teachers, special educators, specialized teaching personnel, school counselors, occupational, physical, and speech and language therapists, librarians, nurses, Regional Department Leaders, Junior High Department Leaders, Counseling Chairperson, Nurse Leader, and P.E./Health Chairperson, but excluding Superintendent, Assistant Superintendents, Principals, Assistant Principals, Associate Principals, Deans, Director of Pupil Services, 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, dated as of June 3, 2012, 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 of 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 his or her 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 his or her 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 his or her 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 Two to the satisfaction of the aggrieved teacher, the grievance shall be presented in writing to the 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.

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 hereof, 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 deduction 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 RDL, JHDL, Chairpersons, Nurse Leader
- a) Regional Department Leader (RDL)
A Regional Department Leader (RDL) assists in hiring, oversees ABRHS staff, and develops curriculum consistent with K-12 goals and objectives. The RDL is paid a stipend and a supervisory stipend based on the number of ABRHS departmental teachers and Junior High departmental teachers without professional status.

Stipend: \$5,500

Supervisory Stipend: \$100 for each ABRHS departmental teacher with professional status, \$175 for each ABRHS departmental teacher without professional status, and \$100 for each Junior High departmental teacher without professional status¹.

b) Junior High Department Leader (JHDL)

A Junior High Department Leader (JHDL) assists in hiring, oversees Junior High staff, and develops curriculum consistent with K-12 goals and objectives. The JHDL is paid a stipend and a supervisory stipend based on the number of Junior High departmental teachers.

Stipend: \$3,500

Supervisory Stipend: \$100 for each Junior High departmental teacher with professional status and \$175 for each Junior High departmental teacher without professional status¹.

c) Counseling Chairperson, Nurse Leader, Speech and Language Chairperson, and P.E./Health Chairperson

A Counseling Chairperson, Nurse Leader, Speech and Language Chairperson, or P.E./Health Chairperson will have roles and responsibilities defined through his or her supervisor. The chairperson will be paid a stipend and a supervisory stipend for each staff member for whom the chairperson has supervisory responsibility.

Stipend: \$2,687

Supervisory Stipend: \$100 for each counselor, nurse, speech and language pathologist, or teacher with professional status and \$175 for each counselor, nurse, speech and language pathologist, or teacher without professional status¹.

Experience Factor: \$50 for each consecutive year as Counseling Chairperson, Nurse Leader, Speech and Language Chairperson, or P.E./Health Chairperson for a maximum of \$600.

¹A supervisor who has a supervisee working less than a 0.5 FTE will receive compensation for this part of the formula, according to a prorated FTE employee. All other supervisees will be treated as a 1.0 FTE.

Should a member of Unit A hold the title of Director of Athletics or have those general responsibilities under a different title, the teaching duties and the salary shall be discussed with the Association and upon the decision by the Superintendent, those terms shall be incorporated into the contract.

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
- 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;
 - 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:

- Will be taken to prepare for a new course/curriculum that the teacher will be teaching in the future;
- 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 2014-2015 the BA level for this section shall be \$45,428.

For 2015-2016 the BA level for this section shall be \$45,882.

For 2016-2017 the BA level for this section shall be \$46,341.

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, 1998 of the intent to retire in June 2001) 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, 1999 of the intent to retire in June 2001) 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, 2000 of the intent to retire in June 2001) 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 7.11.1 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 for 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 MMLA Leave

Upon completion of three months of full time service or the equivalent to a maximum of six months, female employees shall be entitled to eight weeks of maternity leave for birth or adoption pursuant to the Massachusetts Maternity Leave Act (M.G.L. Ch. 149, Section 105D).

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.

8.9.2 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 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 shall begin not earlier than the first Tuesday after Labor Day and terminate no later than June 30, except when Labor Day falls on September 3 through September 7, when school may begin on the last Monday in August. In the event that school begins prior to Labor Day, schools will be closed

on the Friday preceding Labor Day. Teachers will not be scheduled to report more than two calendar days before the scheduled arrival of students. 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 The workday of classroom teachers will begin at the most thirty minutes before the starting time of the school. Teachers may leave school at student dismissal time unless detained by such commitments as staff meetings, detention, or extra help. High School and Junior High School counselors shall work up to five (5) days during the summer and shall be paid his/her per diem rate.

The starting and dismissal times of each school are subject to modification by the School Committee, provided, however, that no such modification will increase the length of the teacher's workday. At the discretion of the Principal, teachers may be permitted to leave their building during preparation periods or lunch period if not on assigned duty. Teachers so leaving the building shall notify the main office.

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

- a) Elementary School: Eighteen (18) weeks of the year, elementary classroom teachers will be granted 180-210 minutes of preparation time per week. Eighteen (18) weeks of the year, elementary classroom teachers will be granted 165-195 minutes of preparation 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 eighteen (18) full academic Thursdays with students, and there will be four (4) full Thursdays (with student early release) for required Professional Learning activities on those four (4) days.

- 9.4 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. Unassigned preparation time will be in accordance with Article 9, Section 3, and the Side Letters of Agreement. Regional Department Leaders and Junior High Department Leaders will be provided with adequate time to perform their supervisory duties at both the High school and Junior High without being deprived of their daily unassigned preparation time.
- 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 As soon as feasible, the work load of all secondary teachers of English shall be reduced to four (4) teaching periods per day. These teachers shall have two (2) unassigned periods per day. A Study Committee composed of representatives of the English teachers, the English Department Head, the High School Principal and the Superintendent shall be convened for the purpose of recommending a course of action regarding the above in the current Agreement.
- 9.7
- 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.
- 9.8 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.
- 9.9 The language in this Article shall be interpreted so as not to exclude Specialist teachers from the meaning of "teachers".
- 9.10 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.
- 9.11 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) tests per marking period will be given.
 2. Noting the importance of teacher feedback, test 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.
- 9.12 Teachers will have a duty-free lunch period of approximately thirty minutes.
- 9.13 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.
- 9.14 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.
- 9.15 Professional Services: If the Association President so requests and the Superintendent deems it desirable, the Superintendent may adjust the teaching schedule of the President to provide released time for the President to handle matters requiring immediate consideration.
- 9.16 Teachers may be required to remain after the end of the regular workday, without additional compensation, for up to one hour to attend the following staff meetings:
- 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.
 - c) During the self- evaluation as required by the NEASC accreditation process, staff attendance at additional after school meetings may be required by the building principal in order to meet the NEASC requirements.
- 9.17 The Association recognizes that a teacher's responsibilities include meeting the needs of pupils 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.

- 9.18 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.
- 9.19 There shall be two days scheduled as early release days for students at the elementary schools for the purpose of parent-teacher conferences.

**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. 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 the outcome of the 2013 negotiations as the basis for the Acton-Boxborough Regional School Committee and the Acton-Boxborough Education Association's agreement regarding the procedure, philosophy and instrument by which teachers shall be evaluated.
- 17.8 Evaluation Procedure (See Appendix C)
- 17.9 Coaching Evaluation
The term "teacher" as used in this Article shall include professional persons receiving pay under Schedule B.
- 17.10 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 Regional Department Leader, Junior High Department Leader, Pupil 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 preceding 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, 2014, and shall remain in effect to and including June 30, 2017.
- 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 kindergarten teacher shall follow the regular school year with the following exceptions: for one-half the school year the single session kindergarten teacher shall teach in the morning and for the other half of the school year in the afternoon.

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

34.2

- a) In the event it becomes necessary to reduce the number of teachers, except nurses, with professional status included in the bargaining unit defined in Article 1, they shall be laid off in accordance with the criteria outlined in Section 35.2. An employee whose position is eliminated shall be entitled to any position which is open or is held by a less senior teacher within his or her system whose current job description qualifications the teacher meets. For positions currently held by other teachers with professional status, minimum qualifications also shall include at least one year of prior experience in the last 15 years teaching the relevant subject matter. A teacher being laid off as a less-than-satisfactory teacher shall not be eligible for a position held by another teacher with professional status. These qualifications are judged to be those stated in the last posting of the position.
- b) In the event it becomes necessary to reduce the number of nurses with professional status included in the bargaining unit defined in Article 1, they shall be laid off in accordance with the criteria outlined in Section 35.2. An employee whose position is eliminated shall be entitled to any position which is open or is held by a less senior nurse within his or her system whose current job description qualifications the nurse meets. A nurse being laid off as a less-than-satisfactory nurse shall not be eligible for a position held by another nurse with professional status. These qualifications are judged to be those stated in the last posting of the position.
- c) In the event it becomes necessary to reduce the number of therapists included in the bargaining unit defined in Article 1, they shall be laid off in accordance with the criteria outlined in Section 35.2. An employee whose position is eliminated shall be entitled to any position which is open or is

held by a less senior therapist within his or her system whose current job description qualifications the therapist meets. A therapist being laid off as a less-than-satisfactory therapist shall not be eligible for a position held by another therapist. These qualifications are judged to be those stated in the last posting of the position.

- 35.2 Teachers will, subject to the provisions of Section 35.4, be laid off in order of their seniority, except when a preponderance of evidence exists to suggest that a teacher is a less-than-satisfactory teacher. Such a less-than-satisfactory teacher may be laid off prior to other teachers without regard to his or her seniority.
- 35.3 A Principal who believes that a teacher is less than satisfactory shall request that a determination be made by a committee consisting of another Principal in that system chosen by the Superintendent, a Department Head or Regional Department Leader if applicable, the Director of Personnel, and an Assistant Superintendent. Any such determination shall be based upon the documents in the teacher's personnel file. Two files may be used: the Principal's file for an individual teacher, and the Central Office file for the individual teacher. These file folders, open to the teacher for inspection, shall consist of: the certifications, work experiences, degrees attained, subsequent courses, formal evaluations, interim reports, written observations and copies of any material having been presented in accordance with Sections 17.2 and 17.4. Each teacher shares with the administration a responsibility to keep the informational content of his or her folders up to date. Any addition to any of these files must be dated and signed. Evidence of a less-than-satisfactory performance must exist for at least two years including the year of determination. Being in category B or having been placed in category B at some prior time shall not be a precondition to being determined to be a less-than-satisfactory teacher, nor will such placement mandate such a determination.

If upon review, the committee believes it probable that the teacher will be determined to be less than satisfactory; the teacher will be given an opportunity to meet with the committee, along with a representative of the Association if requested, before any final determination is made. Such a determination of being a less-than-satisfactory teacher shall be accompanied by a specific statement of areas in need of improvement. Any determination shall be delivered to the teacher within fifteen (15) days of the adjournment of the committee, but no later than the 15th of May. At the succeeding March evaluation period, the committee will meet to reconsider their less-than-satisfactory recommendation in order to determine if sufficient improvement has been made to reverse their previous conclusion.

- 35.4 Seniority shall be defined as length of service in the Acton, Boxborough, or Acton-Boxborough School system inclusive of approved leaves of absence. The computation of length of service shall commence from the teachers' first working day when students are in session. In cases where more than one teacher's length of service 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 any 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 case of broken service, the years of seniority shall be adjusted to add the years of prior service to the years of seniority from the current employment. There shall be one separate seniority list for nurses.
- 35.5 The current President, Vice President, Secretary, Treasurer, Chairpersons of the Professional Negotiations and Professional Rights and Responsibilities Committee and six bargaining team

members in a year in which formal negotiations occur, shall be granted "Super Seniority" until the close of their terms of office. Super Seniority means that the above mentioned officers shall be deemed to have more seniority than all other employees in the bargaining unit.

- 35.6 In each system, the Superintendent may designate a limited number of teachers, no more than eight per system, to have additional seniority. No teacher with an initial hiring date earlier than September 1, 1972 may be credited with extra seniority. In the local schools, up to two specialist teachers, including curriculum specialists may be included in the eight even though they were employed as early as September 1, 1969. In the regional system (7-12) no more than two teachers in a single department or team may be given additional seniority. No more than five may be drawn from a single school at the Regional level. Teachers in similar subject areas in the junior and senior high schools are considered to be in a single department or team.

No more than two classroom teachers in each system who began employment in any relevant calendar year may be given additional seniority. A teacher given additional seniority shall receive no more than 48 additional months of seniority. After the additional seniority is given, if more than one teacher has the same seniority date, the teacher will be slotted in by a random drawing. For these purposes, it is understood that teachers hired at the beginning of any academic year will be considered to have the same date, even if the actual day varies slightly because of the first day of school. Such a designation shall be made on the basis of the needs and best interests of each system as determined by the Superintendent. His or her initial determination shall be made and delivered to the Association on or before the 15th of November 1982, and any subsequent additions or deletions shall be made in subsequent Novembers. Such a designation or any lack of a designation or subsequent withdrawal of a prior designation shall not be subject to the grievance and arbitration clauses of this contract and no arbitrator shall have any authority to review or change such a determination.

- 35.7 Teachers who are to be affected by a reduction in staff must be notified in writing no later than June 15 that the Superintendent has decided that the teacher be dismissed. Said notice shall include the specific reasons for the layoff. Teachers who have been laid off shall be entitled to recall rights for a period of two (2) years from the effective date of their respective layoffs. Teachers laid off effective at the same time will be in a separate recall pool. Teachers in the most recently laid-off recall pool will be called back first, so long as they are qualified for the open position(s) within the system from which they were laid off. During the recall period, teachers shall be notified by certified mail to their last address of record. Teachers being recalled from layoff must indicate their willingness to be available for such position within two (2) weeks of the receipt of the certified letter of 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. Laid off teachers 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 layoff shall be restored in full upon re-employment within the recall period. During the recall period teachers who have been laid off shall be given preference on the substitute list if they so desire.

Laid off employees may continue group Health and Life insurance coverage during the recall period as provided by the Committee to members of the bargaining unit by reimbursing the Committee for total premium cost. Failure to forward premium payments to the Committee or refusal to return to employment upon recall will terminate this option.

While members of the bargaining unit continue on layoff, the Superintendent agrees not to hire any new teachers unless no teacher on layoff is qualified to fill any open or new position, or all qualified teachers on layoff 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.

**SCHEDULE A SALARIES
2014 - 2015**

BASE ANNUAL SALARY

1 Day per diem 1-12 PLUS 1% Applied on steps 1-12

Years	<i>M or</i>						<i>PhD or</i>
	<i>B</i>	<i>B+15</i>	<i>B+36*</i>	<i>M+15</i>	<i>M+30</i>	<i>M+45</i>	<i>M+60*</i>
1	45,428	46,434	48,921	49,943	52,231	53,764	55,317
2	47,467	48,480	50,902	51,982	54,287	55,821	57,372
3	49,484	50,502	53,011	53,999	56,343	57,882	59,420
4	51,637	52,659	55,186	56,216	58,523	60,072	61,603
5	54,313	55,338	57,908	58,947	61,290	62,845	64,399
6	56,913	57,947	60,541	61,576	63,930	65,496	67,063
7	60,203	61,228	63,891	64,943	67,333	68,906	70,472
8	62,898	63,923	66,603	67,648	70,047	71,627	73,201
9	65,561	66,580	69,290	70,332	72,764	74,324	75,899
10	68,261	69,280	72,000	73,035	75,437	76,998	78,560
11	69,185	70,224	72,975	74,025	76,458	78,039	79,646
12	69,969	71,413	74,205	75,276	77,747	79,356	81,025
<i>Supermax</i>	900*	900*	925	925	925	950	950

*2/3 in Major Subject Area

**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 A SALARIES
2015 - 2016**

BASE ANNUAL SALARY

1% Applied on step 1-11; 2% Applied on step 12

Years	<i>M or</i>						<i>PhD or</i>
	<i>B</i>	<i>B+15</i>	<i>B+36*</i>	<i>M+15</i>	<i>M+30</i>	<i>M+45</i>	<i>M+60*</i>
1	45,882	46,898	49,410	50,442	52,753	54,302	55,870
2	47,942	48,965	51,411	52,502	54,830	56,379	57,946
3	49,979	51,007	53,541	54,539	56,906	58,461	60,014
4	52,153	53,186	55,738	56,778	59,108	60,673	62,219
5,	54,856	55,891	58,487	59,536	61,903	63,473	65,043
6	57,482	58,526	61,146	62,192	64,569	66,151	67,734
7	60,805	61,840	64,530	65,592	68,006	69,595	71,177
8	63,527	64,562	67,269	68,324	70,747	72,343	73,933
9	66,217	67,246	69,983	71,035	73,492	75,067	76,658
10	68,944	69,973	72,720	73,765	76,191	77,768	79,346
11	69,877	70,926	73,705	74,765	77,223	78,819	80,442
12	71,368	72,841	75,689	76,782	79,302	80,943	82,646
<i>Supermax</i>	900**	900**	925	925	925	950	950

*2/3 in Major Subject Area;

**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 A SALARIES
2016 - 2017**

BASE ANNUAL SALARY

1% Applied on steps 1-11; 2% Applied on step 12

<i>Years</i>	<i>B</i>	<i>B+15</i>	<i>M or B+36*</i>	<i>M+15</i>	<i>M+30</i>	<i>M+45</i>	<i>PhD or M+60*</i>
1	46,341	47,367	49,904	50,947	53,281	54,845	56,429
2	48,421	49,454	51,925	53,027	55,378	56,943	58,525
3	50,479	51,517	54,077	55,084	57,475	59,045	60,614
4	52,675	53,717	56,295	57,346	59,699	61,279	62,841
5	55,405	56,450	59,072	60,132	62,522	64,108	65,693
6	58,057	59,112	61,758	62,814	65,215	66,812	68,411
7	61,413	62,459	65,175	66,248	68,686	70,291	71,889
8	64,162	65,208	67,942	69,008	71,455	73,067	74,672
9	66,879	67,918	70,683	71,746	74,227	75,818	77,425
10	69,633	70,673	73,447	74,503	76,953	78,546	80,139
11	70,576	71,636	74,442	75,513	77,995	79,608	81,246
12	72,795	74,298	77,203	78,318	80,888	82,562	84,299
<i>Supermax</i>	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

2014-2015

Category	STEP 1	STEP 2	STEP 3	STEP 4
1	\$6,754	\$7,429	\$8,172	\$8,989
2	\$5,471	\$6,018	\$6,619	\$7,281
3	\$4,863	\$5,349	\$5,884	\$6,472
4	\$3,917	\$4,309	\$4,740	\$5,214
5	\$2,972	\$3,269	\$3,596	\$3,955
6	\$2,296	\$2,526	\$2,779	\$3,056
7	\$1,959	\$2,154	\$2,370	\$2,607
8	\$1,418	\$1,560	\$1,716	\$1,888
9	\$946	\$1,040	\$1,144	\$1,259
10	\$338	\$371	\$409	\$449

2015-2016

Category	STEP 1	STEP 2	STEP 3	STEP 4
1	\$6,821	\$7,504	\$8,254	\$9,079
2	\$5,525	\$6,078	\$6,686	\$7,354
3	\$4,911	\$5,403	\$5,943	\$6,537
4	\$3,956	\$4,352	\$4,787	\$5,266
5	\$3,001	\$3,302	\$3,632	\$3,995
6	\$2,319	\$2,551	\$2,806	\$3,087
7	\$1,978	\$2,176	\$2,394	\$2,633
8	\$1,432	\$1,576	\$1,733	\$1,907
9	\$955	\$1,050	\$1,156	\$1,271
10	\$341	\$375	\$413	\$454

2016-2017

Category	STEP 1	STEP 2	STEP 3	STEP 4
1	\$6,890	\$7,579	\$8,336	\$9,170
2	\$5,581	\$6,139	\$6,753	\$7,428
3	\$4,961	\$5,457	\$6,002	\$6,602
4	\$3,996	\$4,396	\$4,835	\$5,319
5	\$3,031	\$3,335	\$3,668	\$4,035
6	\$2,342	\$2,577	\$2,834	\$3,118
7	\$1,998	\$2,198	\$2,418	\$2,659
8	\$1,447	\$1,592	\$1,751	\$1,926
9	\$965	\$1,061	\$1,167	\$1,284
10	\$344	\$379	\$417	\$459

HIGH SCHOOL STIPENDS

Category 1 (100%)	Category 6 (34%)
Varsity (Head) Football Coach	Mock Trial
Category 2 (81%)	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
Category 3 (72%)	Category 7 (29%)
Academic Decathlon	Jazz Band
A/V Media Director	Ambassador Program
Band Director	Category 8 (21%)
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
Category 4 (58%)	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
Category 5 (44%)	Recycling Group
Student Council	TGIF Video Game
Varsity (Head) Cheerleading Coach	Youth in Philanthropy
Varsity (Head) Golf Coach	Category 9 (14%)
Category 6 (34%)	Freshman Class Advisor
Envirothon	Sophomore Class Advisor
High School Trivia Team	Category 10 (5%)
Mathleague	Student Interest Groups

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**

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

SYSTEM-WIDE STIPENDS

	2014-2015	2015-2016	2016-2017
Mentor Co-Coordinator (2 pos)	\$2,653	\$2,679	\$2,706
Curriculum Specialist	\$3,690	\$3,726	\$3,764
Mentor	\$808	\$816	\$824
Mentor Buddy	\$404	\$408	\$412

Schedule B
JH and HS Drama Stipends
2014-2015

	Step 1	Step 2	Step 3	Step 4
Director: Musical, Fall Play, Festival	\$2,424	\$2,626	\$2,828	\$3,030
Crew Chief: Asst. Director; Musical Dir; Choreographer; Set Design/Const	\$2,172	\$2,323	\$2,475	\$2,626
Musician	\$556	\$606	\$657	\$707
Director: Smaller Plays	\$1,818	\$2,121	\$2,323	\$2,525
Tech Director Smaller Plays	\$876	\$927	\$979	\$1,030
Set Design Smaller Plays	\$1,020	\$1,122	\$1,224	\$1,326

2015-2016

	Step 1	Step 2	Step 3	Step 4
Director: Musical, Fall Play, Festival	\$2,448	\$2,652	\$2,856	\$3,060
Crew Chief: Asst. Director; Musical Dir; Choreographer; Set Design/Const	\$2,193	\$2,346	\$2,499	\$2,652
Musician	\$561	\$612	\$663	\$714
Director: Smaller Plays	\$1,836	\$2,142	\$2,346	\$2,550
Tech Director Smaller Plays	\$867	\$918	\$969	\$1,020
Set Design Smaller Plays	\$1,020	\$1,122	\$1,224	\$1,326

Schedule B

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

2016-2017

	Step 1	Step 2	Step 3	Step 4
Director: Musical, Fall Play, Festival	\$2,473	\$2,679	\$2,885	\$3,091
Crew Chief: Asst. Director; Musical Dir; Choreographer; Set Design/Const	\$2,215	\$2,370	\$2,524	\$2,679
Musician	\$567	\$618	\$670	\$721
Director: Smaller Plays	\$1,855	\$2,164	\$2,370	\$2,576
Tech Director Smaller Plays	\$876	\$927	\$979	\$1,030
Set Design Smaller Plays	\$1,030	\$1,133	\$1,236	\$1,339

**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

	2014-2015	2015-2016	2016-2017
Academic Subjects <i>(Math, English, History, Science, World Language, Reading)</i>	\$10,602	\$10,708	\$10,815
Specialists <i>(Special Education, Speech/Language Counselor, OT, PT, Business, ESL, Psychologist, Academic Support, Early Childhood)</i>	\$10,602	\$10,708	\$10,815
Elective/Exploratories <i>(Art, Music, Physical Education, Industrial Arts, Speech/Debate, Technology)</i>	\$10,602	\$10,708	\$10,815

**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

	2014-15	2015-16	2016-17
Academic Subject Teacher	\$6,361	\$6,425	\$6,489
Psychologist/Counselor	\$6,361	\$6,425	\$6,489
Program Coordinator	\$5,089	\$5,140	\$5,191
Vocational Coordinator	\$5,089	\$5,140	\$5,191
Program Specialist	\$4,771	\$4,819	\$4,867
Transition Program Coordinator	\$3,817	\$3,855	\$3,894

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: Director of Personnel

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 _____ .

*Number of payments desired (21 or 26) _____

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>
FTE & Step	1.00 2 M+30	Base Pay \$xx,xxx	26
Seniority Date	xx/xx/xxxx	Supermax \$x,xxx	
Teacher Years of Service	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 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: _____ bi-weekly during the extra duty period; or: _____ in a lump sum at the conclusion of the extra duty.

Superintendent

Date

Staff Member

Date

APPENDIX C
EDUCATOR EVALUATION CONTRACT LANGUAGE

PART 1: INTRODUCTION

1) **Purpose of Educator Evaluation**

The purpose of our Educator Evaluation System is to promote student learning and achievement, by providing Educators with feedback for growth. Evaluators are expected to make frequent unannounced visits to classrooms and give targeted constructive feedback to Educators. Feedback and ratings are based on observations and discussions of practice, examination of evidence, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.

2) **Definitions**

- A. **Artifacts of Professional Practice:** Products of an Educator’s work and student work samples that demonstrate the Educator’s knowledge and skills with respect to specific performance standards.
- B. **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C. **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D. **School Counselor:** Educators who support students and families in their social and emotional well being. Counselors will be evaluated using a rubric tailored to their specific positions.
- E. **School Nurse:** Educators who support students and families in their health and physical well being. Nurses will be evaluated using a rubric tailored to their specific positions.
- F. **Categories of Evidence:** Multiple measures of Student Learning, Growth, and Achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- G. **District-determined Measures:** Multiple Measures of Student Learning, Growth and Achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.
- H. **Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.

- I. **Educator Plan:** The growth or improvement actions identified as part of each Educator’s evaluation. The type of plan is determined by the Educator’s career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
- i) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with Professional Teacher Status (PTS) who are rated proficient or exemplary.
 - ii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
 - iii) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 calendar days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator’s unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- J. **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Mid-Cycle Review; and 5) Summative Evaluation.
- K. **Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator’s plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- L. **Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- M. **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student ACCESS scores.
- N. **Observation:** Notes and judgments made by an evaluator during one or more classroom or worksite visits(s) of any duration. Observations may take place in multiple settings and at various times. These include but are not limited to classrooms, meetings, professional learning activities, student or staff small group work, and/or interactions with students, parents/guardians, or colleagues. Observations will be followed up by a conversation between the evaluator and the educator and a written feedback form summarizing the conversation.
- O. **Performance Rating:** Describes the Educator’s performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator’s performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient.
 - Proficient: the Educator’s performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.

- Needs Improvement: the Educator’s performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
 - Unsatisfactory: the Educator’s performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator’s performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- P. **Rating of Educator Impact on Student Learning:** Beginning in 2016-2017, a rating of high, moderate, or low impact on student learning will be given based on trends and patterns on state assessments and district-determined measures.
- Q. **Rating of Overall Educator Performance:** The Educator’s overall performance rating is based on the Evaluator’s professional judgment and examination of evidence of the Educator’s performance against the four Performance Standards and the impact of goals set forth in the Educator Plan, as follows:
- i) Standard 1: Curriculum, Planning and Assessment
 - ii) Standard 2: Teaching All Students
 - iii) Standard 3: Family and Community Engagement
 - iv) Standard 4: Professional Culture
 - v) Impact of Professional Practice Goal(s)
 - vi) Impact of Student Learning Goal(s)
- R. **Rubric:** A tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to self-assess and to rate Educators on Performance Standards, these rubrics consists of:
1. Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
 2. Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
 3. Elements: Defines the individual components under each indicator
 4. Descriptors: Describes practice at four levels of performance for each element
- S. **Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator’s judgments of the Educator’s performance against Performance Standards and the Educator’s attainment of goals set forth in the Educator’s Plan.
- T. **Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.

- U. **Student Growth:** At least two years of data from the District-determined Measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low. Where more than two years of data is available, at least three year's data will be used. Data will be used to compare overall student growth in each Educator's classroom over time, not an individual student's growth over multiple years.

PART 2: EVALUATION COMPONENTS

An Educator will be evaluated based on the following:

1) Observations and Discussions

- A) Evaluators will complete at least seven (7) unannounced observations of practice for a minimum of ten (10) minutes each during each evaluation cycle. An evaluation cycle may be one or two years depending on an Educator's Growth Plan as defined in Section 1(I) above .
- i. For Educators in their first year with the district, the first observation of the school year will be at least 30 minutes, and it will be announced and scheduled with the Evaluator at least three (3) school days before the observation. The Educator and Evaluator will schedule a pre-observation meeting at least one (1) school day before the observation.
- ii. For educators who have professional status and who work .5 or less, there will be four observations in each evaluation cycle.
- B) Observations may take place in multiple settings and at various times. These include but are not limited to classrooms, meetings, professional learning activities, student or staff small group work, and/or interactions with students, parents/guardians, or colleagues.
- C) While goals may not be set until October, observations may start at the beginning of the school year.
- D) Observations relate to all forms of an educator's practice, not just goals.
- E) After an observation, the Educator and Evaluator will make every effort to meet and discuss the observation within three (3) school days, unless extraordinary circumstances prevent a meeting within that timeframe.
- F) The Evaluator will make every effort to provide a brief written summary of the post-observation discussion to the Educator within three (3) school days of the discussion.
- G) The Educator will sign the written summary within three (3) school days of receiving it.
- H) The Educator will have an opportunity to respond in writing to the written summary.
- I) If concerns develop during any observation and subsequent discussion, the Evaluator will document and share those concerns with the Educator.
- J) If serious concerns develop during any observation and subsequent discussion that could lead to a rating of Needs Improvement or Unsatisfactory, the Evaluator will document and share those concerns and observe the Educator again for at least one thirty (30) minute period within thirty (30) school days.
- K) If concerns develop outside of an observation, those concerns will be documented and shared with the Educator within five school days on the feedback form.

2) **Evidence relevant to Performance Standards and Goals**

Throughout the evaluation cycle, Evaluators and Educators are encouraged to discuss evidence relevant to Performance Standards and goals. If an Evaluator does not believe that he or she has enough evidence to determine a rating on each goal and standard, the Educator may be asked to provide evidence prior to the Mid-Cycle Review and/or Summative Evaluation Meetings. Any such requests must be made at least one week prior to the meetings and no later than May 1.

Evidence includes but is not limited to:

- A) Evidence of effective teaching practice.
- B) Evidence of student growth.
- C) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional learning, contributions to the school community and professional culture.
- D) Evidence of active outreach to and engagement with families and the community.
- E) Evidence of impact of professional practice goal(s).
- F) Evidence of impact of student learning goal(s).
- G) Student and/or parent/guardian feedback when required by state regulations.

3) **Multiple measures of student learning, growth, and achievement, which shall include:**

- A) District-developed measures of student progress using formative and summative assessments that are aligned with District Curriculum Frameworks and are comparable within grades or subjects in a school and/or across the district.
- B) Statewide growth measure(s) where available, including MCAS Student Growth Percentile (SGP) or ACCESS (Assessing Comprehension and Communication in English State-to-State) for English Language Learners, if applicable, in which case at least two (2) years of educator data is required. Where more than two years of data is available, at least three year's data will be used. Data will be used to compare overall student growth in each Educator's classroom over time, not an individual student's growth over multiple years.
- C) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, social, emotional, and physical well-being and/or achievement will be set by the District in collaboration with the Educators. These measures shall be based on the Educator's role and responsibility.

4) **Rubrics**

The rubrics are a guide used for the Educator's self-assessment, the Mid-Cycle Review, and the Summative Evaluation

PART 3: EVALUATION CYCLE

1) Self-Assessment and Goal-Setting

- A) At the start of the evaluation cycle, the Educator will complete a self-assessment and set goals. The Educator will meet with his or her Evaluator to discuss the self-assessment and goals by October 15, except for an Educator in his or her first year in the district who will meet with the Evaluator by November 15.
- B) Goals will include:
 - i. At least one goal directly related to improving the Educator's own professional practice.
 - ii. At least one goal directly related to improving student learning.
- C) Goals may be developed by individuals or groups of Educators, in collaboration with the Evaluator. Goals must be approved by the Evaluator by November 1.
- D) For an Educator in his or her first year in the district, goals must be approved by the Evaluator by December 1.

2) Observations and Discussions

Evaluators will complete at least seven (7) unannounced observations of practice for a minimum of ten (10) minutes each during each evaluation cycle. Guidelines for observations are provided in Part 2, Section 1.

3) Evidence relevant to Performance Standards

Evidence is gathered and shared between the Educator and Evaluator throughout the evaluation cycle. Guidelines are provided in Part 2, Section 2.

4) Mid-Cycle Review

- A) Formative Assessment will be ongoing throughout the evaluation cycle. There will be a Mid-Cycle Review which will include a meeting between the Educator and Evaluator followed by the completion of the Mid-Cycle Review Report.
- B) The Mid-Cycle Review Meeting
 - i. For Educators on a one-year Self-Directed Growth Plan, one-year Directed Growth Plan, or an Improvement Plan, the Mid-Cycle Review Meeting will take place by January 15. The Mid-Cycle Review Report will be completed and shared with the Educator by February 1.
 - ii. The Mid-Cycle Review Meeting for Educators on a two-year Self-Directed Growth Plan will take place by May 15. The Mid-Cycle Review Report will be completed and shared with the Educator by June 1 of the first year of the evaluation cycle.

- C) The Educator may bring, or be asked to provide, an update of progress on standards and goals to the Mid-Cycle Review Meeting. Any such requests must be made at least one week prior to the meetings and no later than May 1.
- D) At the meeting, the Evaluator will bring to the Educator's attention any areas of concern. Such concerns will be documented in the Mid-Cycle Review Report along with supports and resources the Educator may use to help address the concerns.
- E) The Educator will sign the Mid-Cycle Review Report within three (3) school days of receiving it.
- F) The Educator will have an opportunity to respond in writing to the Mid-Cycle Review Report within two weeks of receiving the report.

5) **Summative Evaluation**

Rather than adopt a one size fits all approach to supervision and evaluation, the Massachusetts evaluation framework encourages Evaluators to look for trends and patterns in practice across multiple types of evidence and apply their professional judgment. There are no numbers or percentages that dictate ratings on Standards, the assessment of educator goals, or the Summative Performance Rating. The role of evidence and professional judgment in determination of ratings on performance Standards and an overall Summative Performance Rating is paramount in this process.

- A) The evaluation cycle concludes with a Summative Evaluation Meeting followed by a written report. The Summative Evaluation Meeting will take place after the last observation and before the Summative Report is written. At the meeting, the observations and evidence gathered throughout the year will be discussed to help the Evaluator determine ratings and prepare to write the Summative Report.
- B) The Summative Report must be provided to the Educator by June 1 of the year in which the cycle is completed. The Summative Report should recognize areas of strength as well as identify recommendations for professional growth. The Summative Report will include ratings on the four Performance Standards and the impact of goals on professional practice and student learning.
- C) The Evaluator determines a rating on each Performance Standard based on:
 - i. Observations and discussions
 - ii. Multiple measures of student learning based on state and district guidelines
 - iii. Surveys of students and/or parents and guardians, based on state guidelines, to be jointly agreed upon by the Association and District
 - iv. Evidence provided by the Educator
 - v. Additional relevant information on an Educator's practice, that has been shared and discussed previously with the Educator, related to one or more Performance Standards.
- D) The Summative Performance Rating will be based on:
 - i. The ratings on each Performance Standard as described above

- ii. An examination of evidence of the impact of goals on professional practice and student learning
- E) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on Performance Standards 1 and 2: Curriculum, Planning and Assessment and Teaching All Students.
- F) Beginning in 2016-2017, the Rating on Impact on Student Learning will be based on Multiple Measures of Student Learning over multiple years of growth data (Part 2, Section 3). These Impact Ratings will help to determine an Educator's Growth Plan.
- G) Educators who wish to provide the Evaluator with additional evidence of the Educator's performance should do so by May 1.
- H) The Summative Report must be provided to the Educator by June 1. The Educator shall sign the final Summative Report by June 15 and have the right to respond in writing to the Report by July 1.
- I) The Evaluator will meet by June 15 with any Educator rated Needs Improvement or Unsatisfactory to discuss a Directed Growth Plan or Improvement Plan, respectively, and supports to be put in place.
- J) A copy of the signed final Summative Evaluation report, and any response by the Educator, shall be filed in the Educator's personnel file.

PART 4: EDUCATOR GROWTH PLANS

Every Educator will be placed on an Educator Growth Plan based on the prior year's Summative Performance Rating and rating on impact on student learning. All Educators with PTS will be placed on a one-year Self-Directed Growth Plan until initial ratings are determined. Educators without PTS will remain on a one-year Self-Directed Growth Plan until Professional Teacher Status is attained.

1) Educators with PTS Rated Proficient or Exemplary: Self-Directed Growth Plans

- A) Educators with PTS who have an overall rating of proficient or exemplary, and whose rating on impact on student learning is moderate or high, will be on a two-year Self-Directed Growth Plan.
 - i. The Mid-Cycle Review report for Educators on a two-year Self-Directed Growth Plan will be completed and shared with the Educator by June 1 of the first year of the evaluation cycle.
 - ii. If concerns develop during the first year of a two-year Self-Directed Growth Plan, the Evaluator will increase the frequency of observations. Ratings will only be given in the Mid-Cycle Review Report to those for whom concerns have developed based on a minimum of seven (7) observations during this first year.
 - iii. If an Educator on a two-year Self-Directed Growth Plan is rated Needs Improvement in the June Mid-Cycle Review Report, the Educator will be placed on a one-year Directed Growth Plan for the following school year.
 - iv. If an Educator on a two-year Self-Directed Growth Plan is rated Unsatisfactory in the June Mid-Cycle Review Report, the Educator will be placed on an Improvement Plan for the following school year.

- B) Educators with PTS who have an overall rating of proficient or exemplary, and whose rating on impact on student learning is low based on multiple years of growth data, will be on a one-year Self-Directed Growth Plan. This is scheduled to go into effect in the 2016-2017 school year.
- i. The Evaluator and Educator shall analyze the discrepancy between the Summative Evaluation rating and the rating on impact on student learning to determine the cause(s) of the discrepancy. Goals for the Self-Directed Growth Plan will be developed to address the discrepancy.
 - ii. The Mid-Cycle Review Report for Educators on a one-year Self-Directed Growth Plan will be completed and shared with the Educator by February 1.
 - iii. If concerns develop during the one-year Self-Directed Growth Plan, the Evaluator will increase the frequency of observations.
 - iv. If an Educator on a one-year Self-Directed Growth Plan is rated Needs Improvement in the Summative Report, the Educator will be placed on a one-year Directed Growth Plan for the following school year.
 - v. If an Educator on a one-year Self-Directed Growth Plan is rated Unsatisfactory in the Summative Report, the Educator will be placed on an Improvement Plan for the following school year.
- C) When an Educator with PTS changes schools, departments, or grade levels, the Evaluator may decide to place the Educator on a One-Year Self-Directed Growth Plan.

2) **Educators without Professional Teacher Status (PTS): One-Year Self-Directed Growth Plan**

All Educators without PTS will be on a One-Year Self-Directed Growth Plan.

- i. The Mid-Cycle Review Report for Educators on a one-year Self-Directed Growth Plan will be completed and shared with the Educator by February 1.
- ii. If concerns develop for a non-PTS educator, the Evaluator will increase the frequency of observations. Ratings will only be given in the Mid-Cycle Review Report to those for whom concerns have developed based on a minimum of four (4) observations. Any concerns will be discussed at the Mid-Cycle review meeting and documented in the report.

3) **Educators with PTS Rated Needs Improvement: One-Year Directed Growth Plan**

- A) Educators with PTS whose overall rating is Needs Improvement will be placed on a one-year Directed Growth Plan. The goals will be developed by the Evaluator and outlined in the Directed Growth Plan and shared with the Evaluator by June 15. The goals must address areas identified as needing improvement as determined by the Evaluator.

- B) The Mid-Cycle Review meeting for an Educator on a one-year Directed Growth Plan will be held by January 15 and will contain ratings on the four Performance Standards. The Mid-Cycle Review Report will be subsequently completed and shared with the Educator by February 1.
- C) If the Educator is rated Exemplary, Proficient, or Needs Improvement in the Mid-Cycle Review Report, the Educator will remain on the Directed Growth Plan for the duration of the school year.
- D) If the Educator is rated Unsatisfactory in the Mid-Cycle Review Report, the Educator will be placed on an Improvement Plan for the duration of the school year. For Educators who are placed on an Improvement Plan in January, and receive an overall rating of Unsatisfactory in the Summative Report, the Evaluator shall recommend to the Superintendent that the educator be dismissed.
- E) Per state regulations, an Educator may not be rated Needs Improvement at the end of a One-Year Directed Growth Plan. Therefore, the Educator will be rated either Exemplary, Proficient or Unsatisfactory in the Summative Report and moved to the corresponding Educator Growth Plan.

4) **Educators with PTS Rated Unsatisfactory: Improvement Plan**

- A) If an Educator is rated unsatisfactory in the January Mid-Cycle Review Report, he or she shall be placed on an Improvement Plan through June 1 of that school year.
- B) Educators with PTS who are rated unsatisfactory in the June Summative Report will be placed on an Improvement Plan for the following school year.
- C) The Improvement Plan shall:
 - i. Define the Improvement Plan goals directly related to the Performance Standard(s) and/or student learning outcomes that must be improved.
 - ii. Articulate the measurable outcomes that will be accepted as evidence of improvement.
 - iii. Describe the activities and work products the Educator must complete as a means of improving performance.
 - iv. Detail the timeline for completion of each component of the Plan, including monthly meetings with the Evaluator.
 - v. Identify the individuals assigned to assist the Educator which must include the Evaluator(s) and mentor assigned by the Evaluator.
 - vi. Outline supports to be provided to the Educator by the District. The District will assume the costs of any instructional materials and professional learning opportunities for Educators on an Improvement Plan.
- D) The Improvement Plan process shall be as follows:
 - i. Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator will develop the Improvement Plan and schedule a meeting with the Educator to discuss the plan.

- ii. If the Educator consents, the Association will be informed that an Educator has been placed on an Improvement Plan. The Educator may request that a representative of the Association attend any or all meeting(s) relevant to the Improvement Plan.
 - iii. There will be a scheduled monthly meeting between the Evaluator and Educator to review progress towards Improvement Plan goals.
 - iv. A mutually-agreed upon, non-supervisory mentor will be assigned to the Educator to support the Educator throughout the Improvement Plan.
 - v. Educators will be observed a minimum of one 30 minute period at least once a month by one or more Evaluators.
 - vi. Evaluators will observe Educators in situations/settings that will allow for progress in areas of concern to be demonstrated.
 - vii. Evaluators may request that the Educator provide evidence that demonstrates progress towards the goals of the improvement plan.
- E) The Educator and the Evaluator will sign the Improvement Plan, and a copy of the signed Plan will be provided to the Educator. Signatures indicate that both parties understand the expectations of the Plan.
- F) The Summative Evaluation Report for an Educator on an Improvement Plan must be provided to the Educator by June 1. The Report will include a Summative Performance Rating that will determine next steps. According to state regulations, one of three decisions must be made at the conclusion of the Improvement Plan:
- i. If the Educator receives a rating of Proficient or Exemplary, the Educator will be placed on a Self-Directed Growth Plan.
 - ii. If the Educator receives a rating of Needs Improvement, the Educator will be placed on a One-Year Directed Growth Plan.
 - iii. If the Evaluator determines that the Educator's practice remains at the level of Unsatisfactory, the Evaluator shall recommend to the Superintendent that the Educator be dismissed.

5. Professional Teacher Status

In order to attain Professional Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the Superintendent by May 1. The principal's decision is subject to review and approval by the Superintendent.

6. General Provisions

- A) The Superintendent shall ensure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- B) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's

supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the Superintendent. The Educator may request the presence of an Association representative at the meeting.

- C) The parties agree to establish a committee of Association representatives and administrators which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.
- D) Information related to an individual Educator's evaluation shall be considered part of one's personnel file and will not be shared with individuals or organizations outside of the School Districts, unless mandated by law. The Massachusetts DESE requires that ratings be confidentially submitted on an annual basis.
- E) The Educator and Evaluator will sign each document related to evaluation. Electronic signatures are acceptable. A signature indicates that the Educator has received and read the document, and it does not necessarily indicate that the Educator agrees with the contents.
- F) Forms, documents, surveys and District Determined Measures will be jointly created and agreed to by the District and Association.
- G) Educators can submit a response to any documents throughout the process within two weeks. These responses will be kept with the evaluation record.

Acton-Boxborough Educator Evaluation Timeline Combined (One Year & Two Year Cycle) Calendar

Activity:	Completed By:
Evaluator will conduct 7 observations of staff on One Year Plans and 3-4 observations of educators on Two Year Plans each year.	
Educators who are not in their first year will meet with their Evaluators to discuss their self-assessments and goals.	October 15
Evaluator will approve goals of Educators not in their first year	November 1
First-year Educators in the district meet with their Evaluators to discuss their self-assessments and goals.	November 15
Evaluator will approve goals of Educators in their first year in the district	December 1
Mid-Cycle Review <i>Meeting</i> for Educators on a One Year Directed or Self-Directed Growth Plan (including NPS staff)	End of January
Mid-Cycle Review Report for Educators on a One Year Directed or Self-Directed Growth Plan completed and shared with Educator <i>Evaluators will meet with any Educators Rated Unsatisfactory to discuss Improvement Plan</i>	February 1
Educator may provide Evaluator evidence of performance against the four Performance Standards and goals.	May 1
Mid-Cycle Review Meeting for Educators on Year One of a 2-Year Evaluation Cycle	End of May
Summative Evaluation Meeting for those on One Year Plans	End of May
Mid-Cycle Review Report for Educators on Year One of a 2-Year Evaluation Cycle completed and shared with Educator	June 1
Summative Evaluation Report Completed and Shared	June 1
Evaluator meets with Educators rated Needs Improvement or Unsatisfactory. Meetings may also take place with educators whose ratings are proficient or exemplary if requested by Evaluator or Educator	June 10
Educator signs Summative Evaluation Report	June 15
Educators may respond in writing to Summative Evaluation Report	July 1

**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 RIF'ed. In this event, teacher will resume duty coverage as needed.

<u>Mary Jane Merrill</u>	<u>4/15/98</u>	<u>Alice (Micki) Williams</u>	<u>4/7/98</u>
Mary Jane Merrill	Date	Alice (Micki) Williams	Date

<u>William E. Betourney</u>	<u>4/16/98</u>	<u>Michael Scanlon</u>	<u>4/16/98</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>9/14/98</u>	<u>Cheryl Levine</u>	<u>9/14/98</u>
Mary Jane Merrill	Date	Cheryl Levine	Date
AEA President		AB School Committee Chairperson	

<u>Carla Brockmeier</u>	<u>9/14/98</u>
Carla Brockmeier	Date
AEA Representative	

LETTER OF AGREEMENT ESTABLISHING 2014-2015 WORKING COMMITTEES

1. The parties agree to establish a committee consisting of Administrators and Association representatives in the 2014-2015 school year to fully review FMLA language, MMLA language, and the use of sick days.
2. The parties agree that during the 2014-2015 school year the Administration will meet with representatives of the Pupil Services staff, including Special Educators, Counselors/Psychologists, Therapists and Association Representatives to discuss caseloads and share findings with the Superintendent.
3. The parties agree to establish a committee during the 2014-2015 school year to review the schedule A teachers' salary scale and to review possible options.

Witness Page

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



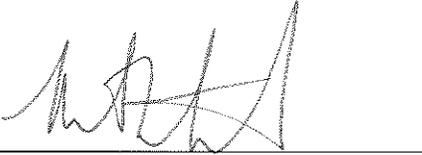
Karen Sonner, President
Acton-Boxborough Education Association



Kristina Rychlik, Chairperson
Acton-Boxborough Regional School Committee

November 4, 2014
Date

November 4, 2014
Date



Peter Montalbano
Chair, ABEA Negotiations Committee

November 4, 2014
Date

ABEA Negotiations Committee

Acton-Boxborough Regional School Committee
Negotiations Subcommittee

Peter Montalbano, Chair
Marc Lewis
Karen Sonner
Gabrielle Berberian
Susan Ervais-Bohmiller
Mark Foley
Carolyn Imperato
Joyce Kelly
Robin Kynoch
Anne Littlefield
Dave McClung
Bill Noeth
Leah Richardson

Maria Neyland
Dennis Bruce
Kim McOsker

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