

AGREEMENT

Between

Abington School Committee

and

Abington Education Association

Effective

September 1, 2008

to

August 31, 2011

ARTICLE I
PREAMBLE

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

- a. Under the law of Massachusetts, the Committee elected by the citizens of Abington, has final responsibility for establishing the educational policies of the public schools of Abington.
- b. The Superintendent of Schools of Abington (hereinafter referred to as the Superintendent) has responsibility for carrying out policies so established.
- c. The teaching staff of the public schools of Abington has responsibility for providing in the classroom of the schools education of the highest possible quality.
- d. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchange of views and information among the Committee, the Superintendent, and the teaching staff in the formation and application of policies relative to wages, hours, and other conditions of employment for the teaching staff.

ARTICLE II
AGREEMENT

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Agreement is made effective as of September 1, 2008, by the School Committee of the Town of Abington, Massachusetts (hereinafter sometimes referred to as the Committee) and the Abington Education Association (hereinafter sometimes referred to as the Association), all provisions hereof being uniformly applicable to all employees in Unit A, except where specifically and otherwise noted, defined in Article III hereof.

ARTICLE III
RECOGNITION CLAUSE

For the purpose of collective bargaining with respect to wages, hours, other conditions of employment, standards of productivity and performance, the negotiation of collective bargaining agreements, and any questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of the following professional employees (as such employees are defined in Section 1 of Chapter 150E of the General Laws of Massachusetts) of the Committee:

All full-time and regular part-time professional members of the teaching staff including nurses and specialists, full-time temporary one-year substitute teachers and a regular part-time nurse shall be one who regularly works in excess of fifteen (15) hours per week; excluding the Superintendent of Schools, Assistant Superintendent(s), Administrative Assistants, regular substitute teachers, paraprofessionals, tutors, Administrator of Computer Services, Principals, Assistant Principals, and all other employees of the Abington School System.

It is the intent of the Committee to continue to hire full-time personnel for full-time positions.

ARTICLE IV
COMMITTEE RIGHTS CLAUSE

The Committee shall retain and reserve all its statutory rights in the administration of the school department and the direction of its employees. All the rights and powers which the Committee now has, which it has not specifically delegated or modified by this Agreement, are recognized by the Association to be retained by the Committee.

No action taken by the Committee, or by anyone on its behalf pursuant to any of the reserved rights and powers, shall be made the subject of any grievance and shall not be made the subject of the provision of the grievance procedure nor the provisions of this Agreement pertaining to arbitration.

An arbitrator (or Board of Arbitration) shall have the power to render a decision only on an interpretation or application of one of the specially expressed provisions of this Agreement.

ARTICLE V
PAST PRACTICE CLAUSE

Both parties agree that for the express term of this Agreement they will be bound by any established Committee policies relating to working conditions of employees covered by this Agreement in existence as of the effective date of this Agreement unless specifically modified or revised in this Agreement.

ARTICLE VI
NO STRIKE CLAUSE

During the term of this Agreement or any interim successive period of time while the parties are negotiating for a successor agreement and when schools are open for students the Association shall not engage in, induce, or encourage any strike, work stoppage, slowdown or withholding of services.

ARTICLE VII
PROTECTION OF INDIVIDUAL RIGHTS

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

Section 2. No religious or political activities of any teacher (provided such activities do not take place during working hours) or the lack therefore will be grounds for any disciplinary or discriminatory action with respect to the professional employment of such teacher, except as such activities may interfere with the teacher's responsibilities to and relationships with the students and/or the school system, or as such activities may decrease the teacher's effectiveness as a teacher.

Section 3. State Statutes which define and regulate procedures and which authorize School Committee to take certain disciplinary and termination of employment action in cases involving teachers will supersede any agreements in this Article. In the event that any part or provision of this Article is in conflict with State Statutes, such State Statutes shall prevail so long as such conflicts remain.

Section 4. Teacher assignments will be made without regard to race, creed, nationality, sex, age, marital status, handicap, and/or sexual orientation.

Section 5. No party to this Agreement shall discriminate or take reprisals against any member of the bargaining unit covered by this Agreement by reason of his/her membership or non-membership in the Association or his/her participation or non-participation in the activities of the Association, its affiliate organizations and or any other employee organization.

ARTICLE VIII
PAYROLL DEDUCTIONS

Section 1. - Dues Deductions The Committee hereby accepts the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts and in accordance therewith, shall certify to the treasurer of the Town of Abington all payroll deductions for the payment of dues to the Association duly authorized by those employees who are covered by this Agreement.

Section 2. - Agency Fee The Committee agrees to require, as a condition of employment, that all employees pay annually or by dues deduction to the Association an agency fee equal to the amount paid by employees who are members of the Association for collective bargaining, contract administration, and grievance costs borne by the Association in accordance with Massachusetts General Laws, Chapter 150E, Section 12.

The Association agrees to indemnify and hold harmless the Committee against any and all claims, suits, or other forms of liability arising out of the deduction of said agency service fee from a teacher's pay or because of the application of this Article. The Association shall assume full responsibility for the disposition of the monies so deducted once they have been released to the Treasurer of the Association in the event of authorized deductions.

Section 3. - Tax Sheltered Annuities In order to provide for a non-forfeitable tax sheltered annuity payable upon retirement or termination of employment, a teacher may contract with the Committee pursuant to Section 37B of Chapter 71 of the General Laws of Massachusetts for the purchase of such annuity as part of his or her employment compensation. Such contract shall specify the premiums to be paid toward the annuity and the benefits payable thereunder and shall be made under a payroll deduction.

Section 4. - Direct Deposit The Committee agrees to allow employees to authorize payroll deductions to financial institutions selected by the membership of the Abington Education Association. In the event the Town Treasurer's Office is able to do so, employees will be allowed to authorize payroll deductions for a savings plan with additional financial institutions.

ARTICLE IX
GRIEVANCE PROCEDURE

Section 1. Definition. For the purpose of this Agreement a grievance will be defined as a dispute between a member of a bargaining unit covered by this Agreement or the Association and the Committee over the interpretation, meaning, or application of the provisions of this Agreement or any alleged inequitable or discriminatory treatment of a teacher under the provisions of this Agreement.

Section 2. Procedure. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

Level One. An employee covered by this Agreement who has a grievance shall discuss it with his (her) immediate superior either personally or through appropriate representatives within fifteen (15) school days from the date on which the incident giving rise to the grievance has occurred or when the employee reasonably should have had knowledge of such incident.

Level Two. If the grievant is not satisfied with the disposition of the grievance at level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, said grievant, and/or the Association may appeal to the Superintendent within fifteen (15) school days of the meeting at Level One. Such appeal shall be in writing setting forth the details of the grievance, the applicable provisions of the Agreement, and the decision, if any, rendered at Level One. Within ten (10) school days after the receipt of the written grievance by the Superintendent, he or his designee, shall confer with the grievant. If the grievant is not represented by the Association the Superintendent shall advise the appropriate representative of the Association that an appeal has been made and the date and time of the conference. The Superintendent, upon request from the appropriate representative of the Association, will make available the written appeal. The appropriate representative may be present at the conference to state the views of the Association.

Level Three. If the grievant is not satisfied with the decision of the Superintendent, or his designee, or if no decision has been rendered within ten (10) school days after the conference, an appeal may be made to the Committee by the grievant within fifteen (15) school days of the meeting at Level Two. Such appeal shall be in writing, setting forth the details of the grievance, the applicable provisions of the Agreement and the decision, if any, rendered under Level Two.

The Committee (or a subcommittee consisting of a majority of the Committee) and the grievant, and/or the appropriate representative of the Association, shall meet to discuss the grievance as promptly as possible, normally within fifteen (15) school days after receipt of an appeal from Level Two. The Committee will give its written answer to the grievance within five (5) school days after the next regularly scheduled meeting of the Committee--but in any case, within twenty (20) days after the meeting of the grievant with the Committee at Level Three.

Level Four. If the grievant is not satisfied with the decision of the Committee or if no decision has been rendered after the regularly scheduled meeting of the Committee next following the conference according to the time schedule of Level Three, and if the grievance shall involve an interpretation or application of a specific provision of this Agreement, the Association may appeal to arbitration by written notice of such intention to appeal within fifteen (15) school days thereafter. The appeal to arbitration will proceed in accordance with the conditions and provisions set forth below in Article X.

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

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

Section 4. No reprisals of any kind shall be taken by the Committee or by any member of the Administration against any party in interest, any School Representative, or any member of the Association Contract Maintenance Committee or any other participant in the grievance procedure by reason of such participation.

Section 5. Any party in interest may be represented at all stages of the grievance procedure by a person of his own choosing. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

Section 6. If a grievance affects a group or class of teachers, the Association Contract Maintenance Committee may submit such grievance to writing at Level One according to the time limits set forth therein if it affects personnel in one building or directly at Level Two if it affects more than one building.

Section 7. The filing and processing of grievances at or beyond Level Two shall be executed in writing, in a concise, factual, professional and business-like manner.

Section 8. Decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the Chairman of the Association Contract Maintenance Committee.

Section 9. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel file of the participants.

Section 10. In the event a grievance is filed on or after June 1, which is left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

ARTICLE X

ARBITRATION

Section 1. In the event either party elects to submit a grievance to arbitration, the arbitrator shall be selected according to and governed by the following procedure. An attempt will be made by the Committee and the Association to mutually select an arbitrator. If the Committee and the Association cannot agree within seven (7) school days after written notice specified above of the intention to arbitrate, then the party demanding arbitration shall forthwith submit the grievance to the American Arbitration Association for disposition in accordance with the applicable rules.

Section 2. The fees of the American Arbitration Association and of the arbitrators and the expenses of any required hearings shall be shared equally by the Committee and the Association, but each party shall bear the expenses of its representatives, participants, witnesses, and for the preparation and representation of its own case.

Section 3. The arbitrator's award shall be in writing and shall set forth his findings of fact with reasoning and conclusions. He shall arrive at this decision solely upon the facts, evidence and contentions presented by the parties through the arbitration proceeding. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement or exceed the scope of issues submitted to him, and in reaching his decision shall interpret the Agreement in accordance with the commonly accepted meaning of words used herein. Subject to the foregoing, the decision of the arbitrator shall be submitted to the Committee and the Association and shall be final and binding as to the interpretation and/or application of the provisions of this contract upon the Committee, the Association and the teacher who initiated the grievance.

Section 4. The parties may, by mutual agreement, submit more than one pending grievance to the same arbitrator.

ARTICLE XI
WORK DAY/WORK YEAR/TEACHER LOAD

Section 1. - Work Year. The number of teaching days (days when pupils are in attendance) must conform to at least the minimum number as regulated by the State Board of Education.

If there is no change in the minimum number of days in the school year as regulated by the State Board of Education, the school year will be 180 teaching days.

In addition to the teaching days as described above, teachers will be required to work an additional three (3) days, one day of which will be prior to the first teaching day, one following the final day of teaching, and one day (not to exceed seven (7) hours) to be scheduled during the school year without students as a professional development day. Said professional development day shall not be scheduled on a day preceding a holiday or when schools are not in session for Christmas, Winter, Spring and Summer recesses. New teachers will also be required to attend a day of orientation which will be scheduled prior to the first work day for all other teachers. The work year for veteran teachers (those who have worked more than ninety (90) days as a bargaining unit member in the Abington School Department) will begin no earlier than the Monday immediately preceding Labor Day.

The work year for Guidance Counselors shall be increased from one hundred and eighty three (183) days to one hundred and eighty-six (186) days. Compensation for the additional three (3) days shall be at the per diem rate (per diem rate = annual Appendix A salary + stipend divided by 182). Any days worked in addition to the one hundred and eighty-six days (186) days shall be compensated at the following per diem rate (annual Appendix A salary + stipend divided by 186).

The work year for the Director of Guidance shall be increased from one hundred and ninety (190) days to one hundred and ninety-three (193) days. Compensation for the additional three (3) days shall be at the per diem rate (per diem rate = annual Appendix A salary + stipend divided by 190). Any days worked in addition to the one hundred and ninety-three days (193) days shall be compensated at the following per diem rate (annual Appendix A salary + stipend divided by 193).”

Section 2. - School Calendar. In setting up the school calendar, it is necessary to set a tentative final teaching day at least five teaching days more than the minimum school year.

Teachers will be committed to the tentative final day as set up in the preceding paragraph until such time as the School Committee can determine the definite final teaching day in the

school year. The definite final teaching day in the school year shall be determined by the School Committee at its second regularly scheduled meeting in April.

If emergencies necessitate canceling school sessions after April 15, the final school day shall be advanced one day for each such no-session day.

Section 3. - Altered Work Year. If the total work year is more than 183 days (184 days for new teachers as defined in Section 1 above), teachers will receive an additional 1/182nd of their annual teaching salary for each such day. If the work year is less than 183 days, teachers will have 1/182nd of their annual salary deducted for each such day. If the school year is less than 180 days because of schools days having been cancelled because of emergencies for which a waiver is granted by the State Board of Education, each such day will be counted as a school day.

Section 4. - Basic Work Day. The workday for classroom teachers will begin fifteen (15) minutes before at the high school and junior high school and twenty-five (25) minutes at the elementary schools before the established starting times for students and will end thirteen (13), twenty-six (26) and thirty (30) minutes after the established dismissal times for students at the high school, junior high school and elementary schools respectively (except on Fridays when the workday will end fifteen (15) minutes after the afternoon dismissal time).

Established starting and dismissal times are subject to modification by the Committee, provided, however, that no such modification will increase the length of the teacher's workday beyond seven (7) continuous hours (except as noted above on Friday).

One Wednesday per month, two (2) high school guidance counselors shall work from 1:00 p.m. to 8:00 p.m. on a rotating schedule. This adjustment to the counselors' workday will be reviewed annually in terms of sustained student/parent interest, involvement and participation.

The basic work day for the Adjustment Counselor grades PreK-6 shall be the regular work day for teachers with the exception that no more than once per week the Adjustment Counselor shall work either from 1:00 p.m. to 8:00 p.m. for counseling purposes or 2:00 p.m. to 9:00 p.m. for workshop presentations. The flex work day shall be scheduled in consultation between the Adjustment Counselor and the Assistant Superintendent for Pupil Personnel Services.

Section 5. - Extended Work Days. Teachers may be required to remain after the end of the regular work day without additional compensation to attend the following staff meetings:

- a. Ten (10) times within the school year for the purpose of building meetings called by the School Principal not to exceed one hour per meeting.

- b. Two (2) hours during the school year to be used by the Superintendent for district-wide meetings.
- c. Meetings will not normally be held on Fridays or on the last day of any given school week.
- d. Notice of meetings as described in Article XI, Section 5 will be given at least three (3) calendar days in advance whenever possible. Meetings shall not normally be held during the week of parent conferences and open house or during the weeks that report card grades close.

Section 6. - Evening Meetings. Teachers will be required to attend one (1) evening meeting each year for the purpose of parent conferences. The Superintendent may call a second required meeting at his discretion. Attendance at all other evening meetings will be at the option of the individual teacher or by agreement between the Association and the Committee.

Section 7. - Duty-Free Lunch. Teachers will be provided with a duty-free lunch period each day, except in cases of emergency.

Section 8. - Teaching Load

- a. Secondary:
 - (1) Junior and Senior High School teachers will not be assigned more than six (6) periods per day, based on a seven-period day and not more than an average of five (5) subject teaching periods, except that teachers of Special Subjects (Home Economics, Industrial Arts, Music, Art, Physical Education, etc.) may be assigned to teach a sixth period in lieu of a supervisory period.
 - (2) Each secondary teacher will have an average of at least five (5) preparation periods per week.
 - (3) Department Heads (7-12) in the areas of Mathematics, English, History and Social Science and Science and Engineering/Technology may assist in the evaluation process and shall teach no more than eighty (80%) percent of a full teaching load. The Department Head's role in the evaluation process shall be in accordance with the requirements described in the Faculty Evaluation Handbook, "Who Will Evaluate."

- (4) When the basic work day at the high school is based on a block schedule, teachers will not be assigned more than six (6) hours per day of instruction and/or related tasks including teaching (a yearly average of 220 minutes per day), supervisory (a yearly average of 44 minutes per day), preparation (a yearly average of at least 44 minutes per day) and other professional activities (a yearly average of 44 minutes per day).
- (5) When the basic work day at the high school is based on a block schedule, teachers of special subjects (Family and Consumer Science, Industrial Technologies, Music, Art, Physical Education, etc.) may not be assigned more than six (6) hours per day of instruction and/or related tasks including teaching (a yearly average of 264 minutes per day), preparation (a yearly average of 44 minutes per day) and other professional activities (a yearly average of 44 minutes per day).
- (6) An assurance that every effort will be made when the basic work day at the high school is based on a block schedule to provide teachers with an average of sixty-six (66) minutes of preparation time per day was given. The additional time (forty-four (44) to sixty-six (66) minutes) would be taken from professional activity time.
- (7) The selection or assignment of high school teachers to a supervisory activity is contingent on the supervisory needs of the building, safety concerns, student developmental issues and the availability of teachers. The high school administration will annually develop a list of supervisory activities which will be distributed to the faculty for their input on preferences. The list of supervisory activities will include the following:
 - study hall,
 - lunch duty,
 - bathroom duty,
 - corridor duty,
 - student learning center or
 - student tutorial.

In lieu of being assigned to one of the above supervisory activities, high school teachers may indicate a preference to facilitate one of the following student learning activities:

- student seminar,
- student workshop, or
- independent study.

- (8) High school teachers will select, initiate or be assigned research, curriculum development, cooperative planning, or an other educationally relevant activity to be performed during professional activity periods subject to the approval/veto of the high school principal. A teacher may appeal the principal's decision on a proposed professional activity to a five member board made up of the teacher's director/department head and four other members of the Curriculum Council. The Council's decision will be consistent with the definition of a professional activity period set forth above.
- (9) A junior or senior high school teacher may volunteer to teach one additional class in excess of either the number of classes specified in Section 8 a(1) [or Section 8(a), (4) and (5)] or the number of classes comprising his/her original assignment at the start of a school year provided that: (1) the teacher's pay is adjusted to an additional ten (10%) percent or salary proportionate to the length of time served in the assignment; and (2) the aggregate number of available such assignments is less than the number of classroom assignments that would otherwise constitute a full-time position as defined under Section 8, Teacher Load, of this Article; and furthermore that such additional service shall not accrue for the purposes of Article XXVII, Reduction in Staff, nor should these assignments be made in such a way as to cause layoffs or to interfere with the recall of laid off employees.

b. Elementary:

- (1) In addition to their lunch period each day, all persons assigned to the elementary schools shall have at least five (5) preparation periods per week; each of which shall be of no less than 30 minutes of uninterrupted duration. During said preparation times, employees shall not be assigned to other duties.

Every effort will be made to provide all K through Grade 6 teachers with at least one (1) preparation period per day
- (2) Each such period shall commence on the first full day of instruction and continue up to and including the last full day of instruction.
- (3) Any teacher who is required to give up preparation time will be paid eighteen (\$18) dollars for each such period.

c. Non-Teaching Duties

- (1) A secondary teacher who agrees or an elementary teacher who is required to serve as a substitute teacher during his/her non-teaching time shall be paid an additional eighteen (\$18.00) dollars per period or half-block and thirty-six (\$36.00) dollars per full-block.
- (2) Secondary teachers will not be assigned more than one supervisory duty during the period immediately preceding the students' scheduled school day.
- (3) Advisor/Advisee Program: All full-time high school faculty will be responsible to serve as an advisor to approximately 25-35 students each year. The students will be assigned by the administration and will meet with their advisor for five (5) minutes every day for the purposes of tracking attendance, gathering data and conducting civic affairs. This five (5) minutes shall not increase the student/teacher contact time in place during the 2004-2005 school year. In addition, advisor/advisee periods may be scheduled during a school year in which the advisor will have a supervisory/facilitating responsibility.

Section 9 - Hourly Rates. All bargaining unit members shall receive the hourly rate of twenty-five dollars (\$25.00) per hour for all curriculum work and/or medical policy reviews and revisions done outside of normal school hours. All such work must have prior approval of the Superintendent.

Section 10 - Itinerant Teachers. Every effort will be made to provide that specialists who travel from school to school shall be assigned no more than eight (8) thirty-minute or six (6) forty-five minute periods per day and every effort shall be made by the administration to schedule an additional 15 minutes for every building change.

Section 11 - Inclusion Classroom: The School Committee and the Administration will continue to provide support to teachers assigned to inclusive classrooms.

ARTICLE XII
CREDIT FOR PRIOR EXPERIENCE UPON EMPLOYMENT

Section 1. Full credit upon initial employment of experienced teachers, or upon re-employment of teachers who previously taught in Abington, will be given for prior full-time successful public school teaching experience if such experience was within the past fifteen years for ten years' credit, within the past fourteen years for nine years' credit, within the past thirteen years for eight years' credit, etc.

Section 2. Credit for, or additional credit beyond Section 1 above, may be given for U.S. Military experience and/or business experience related to the teaching assignment of a teacher employed initially after August, 1971.

ARTICLE XIII
SALARIES AND OTHER COMPENSATION

Section 1. Step Increments. The Committee reserves the right to grant increments for satisfactory performance or to deny increments for unsatisfactory performance to personnel.

Section 2. A teacher will be granted an increment by the Committee by fulfilling one of the following requirements:

Present to the Committee not later than September 15, or prior to August 31, if possible, in the year of a desired September increment, a certificate of college credits earned or in the case of school psychologists and other positions approved by the Superintendent, CEU's earned, which have been previously submitted to, and approved by, the Superintendent of Schools.

One college credit, or fifteen (15) class hours, satisfies the professional improvement requirement for one increment, and these credits may be accumulated for any period of years. Credits cannot be used for two purposes, that is, for advancement to the next salary bracket and for satisfying the professional requirement for yearly increments.

Illustration: Teacher A is in Bracket A, accumulates 18 credits: Therefore is reclassified to salary Bracket B using 15 credits for this purpose. His accumulated credits to be used for future increments are now 3, not 18.

Section 3. Teachers in the first year of service in Abington schools, although subject to the general conditions pertaining to placement on the salary schedule, will be granted a waiver on credit requirements during their first year.

Section 4. Teachers earning their Master's Degree while teaching in Abington will be granted a grace period of the next school year in meeting credit requirements in Section 2 above.

Section 5. New contracts issued each year shall be written in accord with the teachers' academic credit standing on March 1 in any given year. Providing all conditions for increment approval except required credits have been met by the date of issuance of new contracts, contracts will be revised to the next higher increment upon presentation of required credits up to not later than September 15, prior to August 31 if possible. It is advisable to present these credits as soon as earned.

Sections 2 through 5 will be inoperable with the exception of the 1st sentence of Section 5 as long as teachers are required to earn professional development points/credits in accordance with State certification and/or recertification requirements.

Section 6. Lateral Adjustments. When a teacher becomes qualified for placement in a higher salary bracket, the Committee will grant the established differential in rate of pay for each higher bracket obtained, observing the following rules:

- a. To move from Bracket A (Bachelor's to Bracket B (B+15), a member of the bargaining unit must have fifteen (15) credits beyond a Bachelor's Degree; then to move from Bracket C (Master's) to Bracket D (M+15), a bargaining unit member must have an additional fifteen (15) credits beyond a Master's Degree; and to move to Bracket E (M+30), thirty (30) credits beyond a Master's Degree.
- b. Only academic credits granted by a degree-granting institution which is approved by a professional accrediting agency or through PCEA courses (Article XIV, Section 7) or courses designed to improve professional competence as determined in advance by the Superintendent shall be considered in transferring a teacher from a lower to a higher salary bracket.
- c. Placement:
 - (1) A teacher who plans to advance from one bracket to a higher degree level must notify the Superintendent of Schools in writing by November of that year preceding such contemplated advancement.

- (2) If a master's degree, certificate or any other credits creditable for placement in a new Bracket are completed after September 15 during the school year, and if the Superintendent is presented with evidence of completion of the study required for the degree, certificate or credits prior to February 1 of the school year, a bargaining unit member shall be advanced to the new bracket lane on the same step as of February 1. If evidence of completion of required study is submitted after February 1 of the school year and no later than September 15 of the subsequent school year, lane adjustments will be made as of the first pay period of the subsequent work year.
- d. No teacher shall be awarded professional teacher status in the Abington Schools without properly fulfilling all requirements of certification.
- e. The Superintendent shall evaluate the experience of a new teacher entering the Abington School System and place the teacher on the proper step of the salary schedule.

Section 7. Upon written notice of retirement under the Massachusetts Retirement Act, a teacher shall be granted an additional \$900 during his or her last year of teaching. For budgetary purposes, notification of the intent to retire will be given by November 1 in the year preceding the calendar year in which the individual's final year of teaching will commence. Final confirmation will be given by May 1 of the calendar year in which the individual's final year of teaching will commence.

Section 8. Longevity Payment:

- a. Payment Schedule:

All teachers shall be entitled to a salary increase each year over and above the then applicable step of the salary schedule at the beginning of their cumulative year of service as designated below and as follows:

Effective September 1, 2008

20th year	\$ 300
25th year	\$ 400
30th year	\$1,000

Effective September 1, 2009

20th year	\$ 500
25th year	\$ 600
30th year	\$1,200

Effective September 1, 2010:

20 th year	\$ 700
25 th year	\$ 800
30 th year	\$1,400

b. Computation:

For the purpose of this Section, any employee initially employed by the Abington School Committee after the start of the work year and who worked at least a total of ninety-one days during that year shall be credited with a full year's service.

c. Manner of Payment:

Eligible members of the bargaining unit shall receive longevity payments in a lump sum payment annually at the end of the first pay period in November.

Section 9. Optional Benefits Plan:

There is hereby established an optional benefits plan which shall provide the benefit of increased salary payments for each of three (3) consecutive school years to "eligible" employees as set forth below and subject to all of the conditions herein.

An employee shall be "eligible" to irrevocably elect once during employment with the School Committee to receive the benefits of said optional plan if he/she has at least twenty (20) years of service in the school district and, at the time of said irrevocable election, shall have attained 115 days of allowable sick leave accumulation pursuant to

Article XXII, Section 5 of the Agreement. It is agreed that up to twelve (12) otherwise “eligible” employees shall be permitted to elect the option set forth herein any given year. The School Committee may, at any time, and in its sole and unreviewable discretion, agree to permit more than twelve (12) employees to elect said option in any given year pursuant to seniority as above. In the event more than twelve (12) of such employees wish to exercise said option in the same year, the final selection of said employees shall be by seniority as set forth in Article XXVII Section A – Definitions.

“Eligible” employees desiring to elect said option must do so by advising the Superintendent of Schools in writing of their irrevocable decision to do so by January 1 of each school year prior to the upcoming school year. Payments hereunder shall begin in the school year immediately following that in which notice is given. Each school year up to twelve (12) of such eligible employees may elect to receive the first payment effective in the following school year and an additional complement of up to twelve (12) of such eligible employees may elect to receive said first payment each school year thereafter.

Employees who elect to receive the benefits of this Article must, as a condition of receiving the same, irrevocably agree to waive any and all rights they may have to any accumulated unused sick leave payments otherwise payable to them pursuant to Article XXII, section 5, at the time of their election and any time in the future thereafter.

Employees who fulfill the foregoing conditions and make the irrevocable election to receive the benefits of this Article shall receive an optional salary payment of \$3,730.00 in each of the three (3) consecutive school years of service following said initial election in addition to any across-the-board salary increases otherwise payable. Said optional salary payments shall under no circumstances be increased by any across-the-board or so-called “cost-of-living” percentage increases but shall be added to employees’ salaries following the implementation of any such increases. Following receipt of any optional salary payments set forth herein, employees who elected to receive the same shall have their salaries revert to the appropriate annual step level payment, subject always to their irrevocable forfeiture of any future payments for accumulated sick leave.

It is the intention of the parties that employees who have irrevocably elected to receive the benefits of this Article shall not suffer any monetary loss or forfeiture in the event that any subsequent payment to be made or required to be made thereafter is not made or credited as salary for any reason, no matter however denominated or described, including but not limited to the death(s) of any such employee(s), for each of the three (3) years concerned. In such event, any and all affected employees or their estates shall be treated as if no such irrevocable election had been made and shall be entitled to receive any monies which otherwise would have been payable to them or their estates had no such election been made, less any monies previously received hereunder.

Section 10. – Professional Development Workshop Preparation

Members of the bargaining unit will be paid twenty-five (\$25.00) per hour for preparation of professional development workshops or presentations. All such payments must have the prior approval of the Superintendent.

Section 11. - Nurse's Compensation

If a nurse's day is extended beyond seven (7) hours, the nurse shall be compensated at the nurse's hourly rate up to eight (8) hours and at 1.5x the nurse's hourly rate beyond eight (8) hours. Compensation shall be paid in increments of one half hour (i.e. 30 minutes or less shall be compensated at half the hourly rate and more than 30 minutes shall be compensated at the fully hourly rate.)

ARTICLE XIV

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

Section 1. Provided the advance approval of the Superintendent of Schools is obtained, the Committee will reimburse employees for reasonable expenses (in whole or in part) incurred related to attendance at in-state workshops, conferences, seminars, and conventions. Reimbursable expenses will include registration fees, meals, lodging, and transportation.

Section 2. Provided the advance approval of the Superintendent is obtained, the Committee will reimburse employees for reasonable expenses (in whole or in part) incurred related to attendance at out-of-state workshops, conferences, seminars, and conventions. Reimbursable expenses will include registration fees, meals, lodging, and transportation.

Section 3. The Committee agrees to continue its program of in-service courses to be offered free to teachers in Abington in order to enrich their current teaching and acquaint teachers with modern concepts in subject matter content and in promising practices in instructional methods and techniques. Teachers who successfully complete the course requirements as stipulated by the Superintendent of Schools will be granted credit equivalent(s) which may be used for vertical (if Article XIII, Sections 2-5 are operable) or horizontal movement on the salary schedule. One credit equivalent will equal a minimum of twelve hours in class and at least six hours out-of-class study or preparation.

Section 4.

- a. Course Reimbursements - Provided the advance approval of the Superintendent is obtained, the Committee will reimburse teachers' reasonable expenses (in whole or in part) for transportation, registration fees, and tuition charges for enrollment in special courses which have been recommended by their supervisors or administrators. The Superintendent will grant such approval only when, in his/her judgment, the competency of the teacher in a specific subject matter area will be raised to the level required to meet curricular objectives.

- b. Tuition Reimbursement - The Committee will allocate a sum of no more than eleven thousand two hundred fifty (\$11,250) in each year of this Agreement for the purpose of reimbursing teachers for tuition costs related to graduate level, three credit courses taken in a degree granting program at any accredited institution. The cost of no more than two (2) courses, one (1) per semester, shall be reimbursed in each year of this Agreement up to \$900 per course.

Section 5. The Committee will not pay expenses incurred by teachers related to free choice enrollment in professional improvement courses for which undergraduate or graduate college credits are granted by a college or university.

Section 6. With the prior approval of the Superintendent of Schools (which will not be arbitrarily withheld), the Association may set up three credit courses of an educational nature taught by a qualified person (any person teaching at an accredited four-year college or university). The cost for such courses will be borne by the individual participants, and the Committee will give three credits to teachers who have successfully completed these courses. Credits may be applied to any course requirements of teachers in the Abington School System or to any bracket (B+15, M+15, M+30) on the salary schedule.

Section 7. With the prior approval of the Superintendent, which may not be arbitrarily withheld, credits earned through Plymouth County Education Association courses and courses which may or may not be included in a program leading to an advanced degree and which are designed to improve instruction may be used in accordance with the provision of Section 6 above.

Section 8. Professional Development and Educational Improvement courses obtained pursuant to this Article shall not be the basis for movement from lane to lane (horizontal) on the Salary Schedule but may be the basis for incremental movement (vertical) in accordance with the provisions of the Salary Schedule.

If the provisions of Article XIII, Sections 2, 3 and 4, are operable, then this Section will also be applicable.

ARTICLE XV
TRAVEL EXPENSES

Section 1. The established Town of Abington per mile rate will be reimbursed when private cars are used for approved travel to attend professional development and educational improvement programs as described in Article XV of this Agreement.

Section 2. The established Town of Abington per mile rate will be reimbursed when private cars are used for approved required travel between school buildings by teachers or supervisors whose daily teaching or supervisory assignments require such travel.

Section 3. Standards form must be submitted to the Superintendent's Office for travel expense payment as follows:

- a. In No. 1 above, as soon as possible after travel has been completed.
- b. In No. 2 above, on the first Monday of each month listing daily travel during the previous month.

ARTICLE XVI
TEACHER ASSIGNMENT AND TRANSFERS

Section 1. Teachers, other than newly appointed teachers, will be notified in writing of any change in their teaching assignments from the prior school year, including the school or schools to which they will be assigned, the grade and/or subject they will teach, and any special or unusual classes which will require special preparation beforehand. This notification will be given as soon as practicable and normally not later than the close of the school year. In the event that unavoidable changes in assignment are necessitated by conditions arising during the summer, notice of such change will be mailed as soon as practical to the teacher's permanent home address (or to a given summer address). Assignments shall be defined as courses and/or grade level(s) taught within a building and/or department.

Section 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.

Section 3. Teacher changes in grade assignments in the elementary schools and in subject assignment in the secondary schools will be made in the best interests of the pupils, and to the extent possible on a voluntary basis among teachers.

Section 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 schedule as soon as practicable. Teachers who are assigned to more than one school in any one school day will receive the established Town of Abington per mile rate reimbursement for all inter-school driving done by them.

Section 5. Involuntary Transfers. 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 is disruptive of the educational process and interferes with optimum teaching performance. Therefore, they agree as follows:

- a. When a reduction in the number of teachers in the school necessitates a transfer of teachers from one school to another, volunteers will be transferred first unless for good cause the Committee makes a different selection in the best interests of the system. For the purpose of this section, "good cause" shall be those factors listed in following Section B.
- b. When involuntary transfers are necessary, the Committee will consider the following items in determining which teachers are to be transferred: the best interests of the pupils and/or teachers, teacher certification, quality of prior teaching performance, and length of service in the Abington Public Schools. Teachers being involuntarily transferred will be transferred to as comparable a position as is reasonably possible under existing vacancies.
- c. Notice of such transfers will be given to the teachers as soon as practicable, and normally by June 1.

Section 6. Voluntary Transfers.

- a. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another school building shall file a written statement of such desire with the superintendent as early as practical and not later than May 15 except for positions opening after that date. Such statement shall include the grade and/or subject to which the teacher desires to be assigned or the school to which he or she wishes to be transferred. As soon as practical, and normally not later than the close of the school year, the Superintendent shall notify said teacher of the disposition of the request.

- b. A member of the bargaining unit who has been evaluated in accordance with the system-wide performance evaluation procedure shall not be required to submit to an interview when seeking a voluntary transfer and/or change in assignment.

Section 7. Vacancies. Before a teacher is assigned or transferred to or from a particular school, the principals of the schools in question will be consulted regarding said assignment or transfer.

- a. Teachers who desire consideration for a vacancy which may occur during the summer, i.e., June through August, must leave advance written requests with the Superintendent before the close of the school year.
- b. All qualified teachers will be given adequate opportunity to make application for open positions. The Committee agrees to give consideration to the professional background and attainment of the applicant, the length of time in the school system, and other relevant factors.
- c. Applications must be received by the Superintendent of Schools no later than 4:00 p.m. on the date certain which shall be set forth on the posting.

Section 8: Before a teacher is assigned or transferred to or from a particular school, the principals of the schools in question will be consulted regarding said assignment or transfer.

ARTICLE XVII

PROMOTIONS AND VACANCIES - POSTING PROCEDURE

Section 1. Purpose

It is the employer's intent to comply fully with the provisions of this Article in order to allow employees covered by this Agreement every opportunity to: (1) apply for promotional positions, and (2) to provide a fair and impartial review of each said employee's candidacy.

Section 2. Definitions

"Promotional Position" For the purposes of this Article, a "promotional position" is defined as an administrative position or a position in Unit A paying a salary differential over and above that of a classroom teacher.

Section 3. Posting Procedure

- a. If the Committee decides to fill a vacancy in Unit A or an administrative position as a promotional position, the Superintendent shall post it as either a temporary or permanent position. In the case of an administrative position, such posting shall take place after completion of other actions involving administrative personnel including lateral transfers to the same or comparable positions, demotions, excessing or layoff; but, excluding promotions for administrative positions which shall be posted.
- b. For the purposes of this Article, positions which involve duties such as coaches' positions or extra-curricular activities listed in the Appendices shall be treated as promotions within Unit A.
- c. The Superintendent shall identify those extra-curricular positions set forth in Appendix E, Part A for which particular consideration to the applicant's building assignment will be given, and so noted on the posting.
- d. Whenever any vacancy occurs during the school year, it shall be publicized by the Superintendent no less than 7 work days prior by means of a notice on the Association Bulletin board in every school. During the months of July and August, notice of such vacancies will be given to the President of the Association or his/her designee.
- e. In all cases, the qualifications for the position, its duties and rate of compensation shall be clearly set forth.
- f. Qualifications set forth for a particular position shall not be changed without six (6) months' advance notice to all personnel.

Section 4: Application and Selection Procedure

- a. All employees covered by this Agreement shall be given adequate opportunity to make application for such positions. The Committee agrees to give due consideration to the professional background and attainments of all applicants, length of continuous service to the School System, and other relevant factors.

- b. In the event that more than one school employee applies for an extra curricular position, all school employees who have applied shall be interviewed. Should the applicant who had served in the position in the previous year not be appointed, said applicant may request a meeting with the appropriate building principal to discuss the appointment. It is agreed that the appointment decision and reasons stated at said meeting shall not be subject to the grievance and arbitration procedure of the Collective Bargaining Agreement unless a reason stated at said meeting relates to a specific article of the Agreement.
- c. Applications must be received by the Superintendent no later than 4:00 p.m. of the date set forth in the posting as the closing date of application.

Section 5: Appointments

- a. The parties agree that all appointments to extra curricular positions set forth in Appendix E shall be annual appointments and all extra curricular positions in said appendices shall be posted annually. Applicants for said positions shall submit their applications in writing, in accordance with the applicable provisions of Article XVII Section 3 and 4 of the current Unit A Agreement.
- b. In the event that the Superintendent intends to recommend a person who does not have the preferred qualifications, he shall notify the Association in writing. In the event the person so recommended without preferred qualifications is appointed without said notice to the Association, said appointment will not be considered permanent until the Association is so notified.
- c. Nothing in this Agreement shall prevent the Committee or the Administration from making acting appointments until the positions can be filled with permanent appointments. Time spent in such acting appointments shall not be regarded as evidence of superior qualifications for the permanent opening.

ARTICLE XVIII

POSITIONS IN SUMMER SCHOOL

All openings for summer school positions will be adequately publicized by the Superintendent in each school building as early as possible, and teachers who apply for such positions will be notified of the action taken regarding their applications as early as possible. Under normal circumstances, summer school openings will be published early in April, and teachers will be notified of the action taken early in June.

Positions in the Abington Summer School will, to the extent possible, be filled first by regular appointed teachers in the Abington School System. In filling such positions, consideration will be given to teacher's areas of competence, major or minor field of study, quality of teaching performance, attendance record, length in the Abington School System and previous successful experience in the Abington Summer School.

Applications must be received by the Superintendent no later than 4:00 p.m. on the date certain, which shall be set forth in the posting.

ARTICLE XIX

TEACHER EVALUATION

Section 1. All observations of the work performance of a teacher will be conducted openly and professionally, with the full knowledge of the teacher. Teachers will be given a copy of any evaluation report prepared by their primary or secondary evaluators. Teachers will have the right to discuss reports with their evaluator.

Section 2. The principles and procedures for faculty evaluation as set forth in the Faculty Evaluation Handbook are incorporated by reference.

Section 3. A joint committee of teachers and administrators will meet to review and possibly make recommendations to the School Committee and Abington Education Association for possible revisions to the current version of the Faculty Evaluation Handbook.

ARTICLE XX

EMPLOYMENT-RELATED ASSAULT PROVISIONS

Section 1. All persons covered by this Agreement will immediately report in writing to their principal all cases of assault, including oral or written assaults suffered by them in connection with their employment. Provided that the employee agrees, a copy of this report will be forwarded to the President of the Association.

Section 2. A copy of this report will be forwarded by the Principal to the Superintendent of Schools who will comply with any reasonable request from the individual for information in

his possession, which is not legally restricted, related to the incident or the persons involved, and will act in appropriate ways as liaison among the individual, the police and the courts.

Section 3. The Superintendent of Schools will report such cases to the Committee. The Committee will provide to the Superintendent of Schools any information in its possession, which is not legally restricted, related to the incident.

Section 4. If an individual covered by this Agreement requires legal counsel whether as a defendant or as a complainant in an employment related criminal or civil assault proceeding, the Committee will provide legal counsel or reimburse the individual for reasonable counsel fees in accordance with and to the extent of its authority to do so under prevailing State Statutes.

Section 5. In the event a member of the bargaining unit has suffered an assault and/or battery by a student, if requested, the Committee shall make every effort to reassign the student from the affected bargaining unit member's class(es) to another class(es).

ARTICLE XXI

PERSONAL INJURY BENEFITS

Section 1. Any individual covered by this Agreement who receives a personal injury arising out of and in the course of his/her employment is entitled to Worker's Compensation benefits provided by the Town of Abington.

No compensation is paid under these provisions for an injury which does not incapacitate the individual from earning full wages for a period of at least five days. If the incapacity extends for a period of six days or more, compensation is paid from the date of injury.

When covered by the Worker's Compensation Act, an individual may also select to receive sick leave payments to the extent permitted by the General Laws in Chapter 152, Section 69, whereby such sick leave payments will be chargeable against accumulated sick leave and whereby the amount, when added to Worker's Compensation benefits, does not exceed his/her full salary or wages.

In instances where accumulated sick leave is exhausted, the individual will only receive the Worker's Compensation benefits.

Section 2. The Committee may request medical certification from a physician or physicians of its choice at any time or times during such absence for the purpose of determining whether or not the teacher is able to return to work and adequately perform his/her duties. If medical certification indicates that the teacher is able to return to work but does not return on or before the date set by the Committee, such salary payments will be terminated.

ARTICLE XXII

SICK LEAVE - PERSONAL BUSINESS DAYS

Section 1. Sick Leave Accrual:

- a. Teachers will be entitled to fifteen (15) days of excused absences due to illness or injury each school year. Said sick leave days may be accumulated from year to year without limit.
- b. The provisions of this section shall be applicable to new teachers in the Abington School System, provided they report to work on the first day of the school year. A new teacher commencing work in the School System after the first day of the school year shall earn sick leave at the rate of one and one-half (1.5) days per month or major fraction thereof remaining in the school year.

Section 2. Previously accumulated unused sick leave days will be restored to all teachers who previously taught in Abington and who return to teaching in Abington after August, 1969.

Section 3. Personal Business Days

- a. A total of three days of absence with pay, called personal business days, will be permitted to each teacher each school year. Those days may be for religious, personal, legal, household or family matters which require absence from work. These days shall be deducted from sick leave. Except in cases of emergencies, application for prior approval of the Superintendent of Schools shall be required at least forty-eight (48) hours in advance.

Teachers who use at least two personal business days for religious purposes are entitled to up to two (2) additional personal business days, if required during the school year, for purposes set forth in this Section. Request for such leave together with the reasons therefore will be submitted at least forty-eight (48) hours in advance of the time such leave is to be taken and shall be subject to prior approval by the Superintendent of Schools.

- b. Requests to use any or all of the personal business days immediately prior to or following a school vacation, a school recess period, or non-school day because of a holiday will not be granted unless the reason for the absence is given in writing and the Superintendent deems it impossible to address at another time.

Section 4. Deductions must be taken from a teacher's salary for absences not covered by the sick leave policy or after sick leave has been used up, but a staff member who believes he has been unfairly treated may appeal in writing to the Committee, giving reasons why the deductions should not have been made. Decisions of the Committee shall be final. Such absences shall be subject to deductions of 1/200th of the annual salary for each day of absence.

Section 5. A teacher who has completed twenty (20) or more years of service in the Abington School System and who retires under the Massachusetts Retirement Act or resigns from the Abington School System, will receive one-half (.5) pay at the rate of compensation he/she was receiving at the time of retirement or resignation in accordance with the following schedule: 1991-92 - up to 60 in excess of 50; 1992-93 up to a maximum of 65 days in excess of 50.

The estate of a teacher who has served a minimum of five (5) years and dies while in the service of the Abington School System shall receive the above benefits.

Section 6. Except as otherwise specified, this leave is intended to be used only when the person is unable to attend school because of illness. The Superintendent at his discretion, may, in any case, require a doctor's certificate for an absence which exceeds five (5) consecutive school days.

Section 7. In the event that an employee has exhausted, or is about to exhaust his/her accumulated sick leave, said employee may make application to the School Committee for additional paid sick leave. Such application shall be limited to no more than thirty (30) days at a time. The granting of such additional days shall be determined after the School Committee has reviewed all of the medical documentation and other circumstances. Upon return to work following such leave, the employee shall restore the additional leave granted and used as follows: The employee shall return one (1) day for every two (2) that is earned up to a maximum of seven (7) per year upon his/her return to work.

Section 8 - Family Illness. Teachers may use up to ten (10) days of sick leave in any year for absences required by the bedside care of a spouse, parent, child, or any other member of the permanent household.

ARTICLE XXIII
TEMPORARY LEAVES OF ABSENCE

Section 1. A maximum of ten (10) days per school year will be granted for persons called into temporary active duty of any unit of the United States Reserves or the State or National Guard, provided that such obligations cannot be fulfilled on days when school is not in session. Teachers granted such leave will be paid the difference between their regular pay and the pay which they receive from the State and Federal government.

Section 2. Provided that notification is given to the Superintendent of Schools, a teacher shall have the time necessary without loss of pay to participate in any legal proceeding which he is legally obligated to attend by reasons of a summons or subpoena in a court of competent jurisdiction.

Section 3 - Bereavement Leave. Teachers shall be entitled to up to three (3) days of leave for family (spouse, children, brother, sister, mother, father, in-laws, grandparents, grandchildren, or member of the permanent household) to be taken at or about the time of death. At the discretion of the Superintendent and upon written request, additional time may be granted. Such additional time shall be deducted from accumulated sick leave.

Section 4. Provided the advance approval of the Superintendent of Schools is obtained, Association members designated by the Association President may be absent from work without loss in pay for a total of not more than ten days each school year to attend business meetings of the Abington Education Association, and/or county, state, and national affiliates. Such meetings are separate and distinct from the professional conferences and conventions referred to in Article V. Expenses incurred in attending such business meetings will not be reimbursed by the Committee.

Section 5. A teacher called for jury duty shall be excused from his/her normal duties for each day or substantial part thereof which he/she serves, and shall, upon satisfactory proof of such service, be paid the difference between his/her normal per diem salary and payments received for such service for each day of jury service or substantial part thereof.

Section 6. Leaves granted pursuant to this Article shall not result in sick leave deduction.

ARTICLE XXIV
PARENTAL LEAVE OF ABSENCE

Section 1. A parental leave of absence shall be granted upon request to any teacher for any purpose related to the actual or prospective rearing of a newly born or adopted infant, provided that:

- a. The teacher has completed three (3) consecutive months as a unit employee of the Committee.
- b. As soon as practicable after a female employee determines that she is pregnant, she shall inform the building principal.
- c. The teacher shall notify the Superintendent, in writing, at least four (4) weeks prior to the probable date said leave or disability is to commence. At the time of the notification, the teacher shall select, in writing, one of the following options, if applicable:
 1. Option A. Extended leave without pay, and as to female employees, with entitlement to sick leave benefits for certified disability due to childbearing and/or childbirth and recovery therefrom during the period of this leave.
 2. Option B. Massachusetts statutory maternity leave of eight (8) weeks with entitlement of sick leave benefits for certified disability resulting from childbearing and/or childbirth and recovery therefrom during the period of this leave.

Section 2. The provisions of Option A are as follows:

- a. The duration of the leave shall be as follows:
 1. No leave shall be more than two (2) years;
 2. A teacher returning to the school system must return at the beginning of a semester unless otherwise provided in this Article;
 3. If a female employee's period of disability due to pregnancy, childbirth and recovery occurs immediately prior to an anticipated parental leave, the parental leave shall commence with the first day after the last day of certified disability;

4. All requests for leaves under this Article are irrevocable except that in unusual situations, such as infant death or miscarriage, a teacher may return to work earlier than the return date selected in the original leave application provided that the Superintendent receives written notice at least thirty (30) days prior to the intended return. The Superintendent may require the teacher to return on the first day of the next marking period following said notification.

Section 3. A teacher who chooses Option B, but whose leave extends beyond eight (8) weeks and who is not certified disabled shall be considered on leave under Option A, and shall be required to notify the Superintendent in writing, as to her intended return date.

Section 4. An employee requesting a parental leave of absence must indicate at the time of notification of said leave the Option selected and the intended date of return pursuant to the Option selected. An employee must notify the Superintendent, in writing, at least four (4) school weeks prior to the expiration of the leave of his/her intention to return to work.

Section 5. Any employee who fails to so notify the Superintendent in writing, or who does furnish said written notice, but fails to return to duty at the expiration of the leave without good reason, shall be deemed absent without leave, and the Committee's obligation to provide a position for said employee shall cease.

Section 6. In order for entitlement to sick leave benefits to apply for certified disability for childbirth and recovery therefrom in connection with additional siblings, the employee will have to return to full-time active service and be granted an additional leave of the type provided under Option A or Option B above. The parties agree that sick leave benefits for disability due to childbirth and recovery therefrom will not be allowed for an employee who is on any kind of approved extended leave of absence. In addition, employees will not be entitled to sick leave benefits for any other illness and/or disabilities incurred while on maternity leave, except as provided in this Article.

Section 7.

- a. Employees returning to work as prescribed above shall be restored to their same position with the same status as the date of her leave unless the position has been impacted by Article XXVII, Reduction In Staff.
- b. All other benefits to which an employee was entitled at the time leave of absence commenced, including any unused sick leave, shall be restored upon return.

- c. Any employee returning from parental leave in any year in which the leave was taken shall be advanced to the next step on the salary schedule provided said employee completed ninety-one (91) work days during the year in which the parental leave commenced.

ARTICLE XXV

EXTENDED LEAVES OF ABSENCE

The following leaves of absence will be without pay:

Section 1. A leave of absence up to two years may be granted to any teacher with professional teacher status who joins the Peace Corps as a teacher or who serves as an exchange teacher, and is a full-time participant in either program. Upon return, he will be placed on the salary schedule at the level he would have achieved if he had not been on leave of absence.

Such leave will not start during a school year; a teacher on such leave will return at the start of a school year only. A teacher on such leave will be assumed to have resigned if he does not submit in writing a notice of intention to return by March 15 of the calendar year in which his leave is to expire.

Section 2. Military leave will be granted to any teacher who is called into the armed forces of the United States while in the employment of the Abington Public Schools. Upon return from such leave a teacher will be placed on the salary schedule at the level which he would have achieved had he not been on leave. Advancement on the salary schedule during such leave will be limited to a maximum of three steps.

Section 3. Health. Upon receipt of a doctor's certificate stating that such leave is necessary, teachers with professional teacher status may be granted a leave of absence for health reasons. Requests by teachers without professional teacher status will be decided upon their merit and length of time required.

Section 4. Travel. A leave of absence may be granted to teachers with professional teacher status for the purpose of travel when that purpose is related to:

- a. Travel and study in a country outside of the United States;
- b. Teaching assignment outside of the United States for a defined period of time;

- c. Travel within the United States or outside the United States when said travel serves an educational purpose and cannot be accomplished during vacation periods. When a leave of absence is granted for the above purpose of travel, a moral obligation exists on the part of the teacher to return to the Abington school system unless notification is made to the contrary in sufficient time to effect a proper transition of assignment. Such requests must be submitted in writing by March 15 for a leave beginning the following September.

Section 5. Study. It is understood that any teacher granted a leave of absence for professional study incurs a moral obligation to return in time for the official opening of school in September. One year's leave of absence may be granted to any teacher upon his request in writing to the Committee if he has successfully completed a minimum of three continuous years of teaching in Abington. This would apply to resident study only. The program of study must be approved by the Committee after submission to the Superintendent of Schools.

Section 6. Career Leave.

- a. Teachers with professional teacher status may be granted a leave of absence for the purpose of pursuing other career alternatives provided, however, that said teacher must submit in writing request for leave under this section to the Superintendent of Schools no later than March 1 of the year preceding the school year for which the leave is to be taken.
- b. The length of the leave to be taken pursuant hereto must be for one full school year or two full school years. Teachers will have the option of extending a one-year career leave up to a total not to exceed two years provided they meet all other provisions of this section.
- c. A teacher on said leave must give written notice on or before March 1 of the final school year of said leave of his intention to return the September of the school year immediately succeeding. In the event that this latter notice is not given, the teacher will be presumed to have resigned from the school system. It is further agreed and understood that this leave taken pursuant hereto shall be without pay, increment, and other benefits; and, in the event of a Reduction in Force, which may take place during the course of the period of said leave by teacher on leave, will be considered to be in the active service of the school district and, therefore, subject to the Reduction in Force provision.

Section 7. Emergency: A leave of absence for up to one (1) year may be granted to any teacher with professional teacher status for the purpose of attending to personal matters of an emergency nature. A request for this leave must be submitted in writing to the Superintendent who may forward the request to the School Committee for consideration. Given the nature of this

leave, it is understood that it may be necessary for the leave to commence during the school year. However, a teacher on such leave shall return at the start of the school year only. A teacher on such leave will be assumed to have resigned if the teacher does not submit in writing a notice of intention to return by March 1 of the calendar year in which the teacher's leave is to expire. The decision of the School Committee shall not be subject to the grievance and arbitration procedure. The parties agree that the leave provided above is separate and distinct from a leave taken pursuant to the Family Medical Leave Act.

Section 8. Unused accumulated sick leave will be restored to a teacher on leave upon his/her return. He/she will be assigned to the same position which he/she held at the time his/her leave commenced, or to substantially equivalent position, if available.

ARTICLE XXVI

SABBATICAL LEAVE POLICY

Section 1. Sabbatical leave may be granted to teachers of the Abington Public Schools under the following conditions:

1.1 The Committee prefers that sabbatical leave be for not less than one school year. In exceptional cases such leave may be less than one school year.

1.2 When such leave is for one school year, the leave will start on September 1.

1.3 Sabbatical leave will be subject to the approval of the Committee when, in its judgment, the teaching or administrative competence of the staff member and general welfare of the school system will be benefited.

1.4 A staff member must have served six or more consecutive years in the Abington Public Schools before requesting such leave.

1.5 Requests for such leave must be made on or before the first of December immediately prior to the start of such leave.

1.6 Leave may be granted for full-time study (i.e., 24 semester hours) in an accredited college or university, domestic or foreign. The full-time study program may include travel. Accreditation will be based upon membership in any one of the several regional associations of colleges and secondary schools, or its equivalent on an international level.

1.7 The staff member requesting such leave must present to the Committee acceptance by the college or university and his/her proposed program of studies on or before April 15 immediately prior to the start of such a leave.

1.8 A staff member granted such leave must file with the Superintendent of Schools progress reports of his/her study, signed by his college dean or his representative, on or before December 1, February 1, and April 1 of the leave year.

1.9 The Committee shall make a tentative decision on such requests on or before December 15 and a final decision on or before the first regularly scheduled meeting in May.

Section 2. A staff member who has been granted such leave shall file with the Superintendent of Schools a written notarized agreement stipulating that:

2.1 He/she will remain in the service of the Abington Public Schools for at least the two school years immediately following termination of such leave.

2.2 In default of this agreement, he/she will refund to the Town of Abington that percentage of the gross amount of salary received while on leave prorated to that percentage of the two school years he/she remains in Abington after such leave.

Section 3. Salary arrangements for a staff member granted such leave shall be at the rate of:

3.1 One half (1/2) of the annual basic teaching salary to which the staff member would have been entitled had he/she remained in the school system during that year. Extra compensation such as differentials for coaching, department head, etc., will not be included in the basic salary specified above.

3.2 The salary arrangement specified in Item 3.1 will terminate if the staff member does not continue to remain in good standing in his program of studies during his/her leave (See Item 1.8).

Section 4. A staff member granted such leave will retain all rights of salary, tenure, and seniority which would otherwise have been his/hers had he/she remained in his regular position during the leave period.

Section 5. Staff members who have been granted sabbatical leave may not apply for another leave until six (6) years of consecutive service have been completed upon return to the Abington School System.

Section 6. Decisions of the Committee concerning approval or disapproval of sabbatical leave requests shall be final.

**ARTICLE XXVII
REDUCTION IN STAFF**

A. Definitions

1. "Seniority": The total time of an employee's continuous service, in years, as a teacher in the Abington School System.
2. "Recall": A teacher's right to return to service during the period of layoff.
3. "Seniority List": A list specifying the seniority of each member of the unit and grouped according to discipline(s).
4. "Notification": The notice required under M.G.L. c71.Sec. 41 and 42 and shall be in accordance with the provisions of Section C below.

B. Discipline Categories

For the purpose of this Article discipline categories shall include:

Biology	5-8; 9-12
Business	5-12
Chemistry	5-8; 8-12
Dance	All
Early Childhood: Teacher of Students	PreK-2

With and Without Disabilities	
Earth Science	5-8; 8-12
Elementary	1-6
English	5-8; 8-12
English as a Second Language (ESL)	PreK-8; 5-12
Foreign Language	PreK-8; 5-12
General Science	5-8
Health/Family and Consumer Sciences	All
History	5-8; 8-12
Latin and Classical Humanities	5-12
Library	All
Mathematics	5-8; 8-12
Middle School	5-8
Music: Vocal/Instrumental/General	All
Physical Education	PreK-8; 5-12
Physics	5-8; 8-12
Political Science/Political Philosophy	5-8; 8-12
Speech	All
Teacher of Students with Moderate Disabilities	PreK-8; 5-12
Teacher of Students with Severe Disabilities	All
Teacher of the Deaf and Hard-of-Hearing	PreK-8; 5-12
Teacher of the Visually Impaired	PreK-8; 5-12
Technology/Engineering	5-12
Theatre	5-12
Visual Art	PreK-8; 5-12
Academically Advanced	PreK-8
Instructional Technology	All
Reading	All
Transitional Bilingual Education	Dependent on Prerequisite License
School Guidance Counselor	PreK-8; 5-12
School Nurse	All

School Psychologist	All
School Social Worker/School Adjustment Counselor	All
Specialist in Speech, Language, and Hearing Disorders	All

C. Seniority: Accrual and Computation

1. In each year, seniority is to be computed from the date an employee assumed a regular teaching assignment in the Abington School System to the close of the school year preceding the issuance of the Seniority List.
2. Service as a full-time temporary one-year substitute and/or as a regular long-term substitute in a specific assignment on a continuing basis for a period less than a full school year shall be creditable retroactively to the time said service began upon an employee's entry into the bargaining unit and placement on the Teachers' Salary Schedule under Appendix A of this Agreement; and provided that said service, in the case of a regular long-term substitute, is ninety-one days or more in duration.
3. The period of leave granted under Sections 2 and 3 of Article XXV, Extended Leaves of Absence; and Section E, Layoff Procedure, and F, Recall Procedure, of this Article shall be included in the computation of seniority accrual. All other leaves without pay granted under this Agreement or otherwise granted by the School Committee shall not be considered an interruption of service but shall not be included in computing the accrual of seniority.

D. Notification Procedure

Except in unforeseen circumstances, a teacher with professional teacher status affected by a reduction in staff shall be notified by June 15 of the school year preceding the school year in which the reduction is to take place.

E. Layoff Procedures

1. In the event of a reduction in teaching staff, a teacher with professional teacher status shall not be laid off if there is a teacher without professional teacher status employed whose position the teacher with professional teacher status is qualified to fill.

2. In making layoffs within a discipline, the person with the least seniority then teaching in that discipline shall be laid off.
3. A member of the bargaining unit shall have bumping rights into any discipline in which s/he has been previously listed as a full-time employee; has taught in said discipline within the recent five (5) years in Abington School Department; and who at the bumping time takes place holds a proper certification for the assigned teaching responsibilities.

F. Recall Procedure

1. Recall shall be in the inverse order of layoff within a discipline category.
2. Teachers who are laid off during the term of the Agreement shall be placed on recall list and shall be given preference for any subsequent vacancies, or new positions which an affected employee may have previously performed. During the recall period, teachers who have been laid-off shall be given preference on the substitute list if they so desire, provided that the teacher makes application to have his/her name included on the substitute list.
3. The period of recall shall be for twenty-four (24) months after the effective date or layoff.

G. Tie Breaker

In the event there is a tie in seniority, the tie shall be broken by the Superintendent based on:

- a. competency
- b. training
- c. needs of the system
- d. proven performance

H. Seniority List

1. The seniority list shall be compiled by the administration, shall be provided to the President of the Association, and shall be posted by each principal in each school building by November 15 of each contract year. Teachers shall check the seniority list and shall affix their initials and the date by their name on the seniority list within five (5) school days after the date of initial posting. Those teachers who are on extended leaves

of absence shall be sent a copy of the relevant page of the seniority list, by mail, return receipt requested and shall be required to check the seniority list and shall affix their initials and the date by their name on the seniority list, and return it to the Superintendent, within five (5) school days after the receipt of the list.

A teacher who challenges his/her seniority, must file the challenge in writing, with the Superintendent and the President of the Association no later than ten (10) school days after the date which the teacher affixed his/her initials to the seniority list. Such challenge must include an explanation for the challenge. If he/she fails to challenge his/her seniority within the established time limit, the seniority list shall be deemed to be correct.

- a. The Superintendent and/or his designee will meet with the teacher(s) challenging his/her seniority within five (5) school days after the end of the initial posting period. The Superintendent shall respond to the challenge(s) within five (5) school days of the meeting.
 - b. If the response of the Superintendent is not acceptable, the teacher shall file a grievance with the School Committee within five (5) school days of the date of the receipt of the Superintendent's response. The School Committee shall meet with the grievant(s) at the next regularly scheduled School Committee meeting. The School Committee will respond to the grievant(s) within five (5) school days of the School Committee meeting with a copy to the Association.
 - c. If the response of the School Committee is unacceptable, then the Association may file for arbitration within five (5) school days of the receipt of the School Committee's response.
2. The seniority list compiled and corrected in the school year shall be signed by the President of the Association and the Superintendent.
 3. A teacher may only challenge his/her seniority in any given year of this contract to the degree that his/her seniority changed from the previous year's seniority.

I. Fallback

In the event an administrator is relieved of his/her duties as a result of a force reduction affecting administrators said employee shall be offered a Unit A position in that discipline he/she is qualified to fill.

- a. An employee who has accrued at least three (3) years seniority as a member of Unit A and who becomes a member of the Administrative team shall have only that service in Unit A as creditable toward seniority upon re-entering Unit A.

ARTICLE XXVIII
SEPARABILITY AND SAVINGS

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

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

ARTICLE XXIX
PERSONNEL FILE

Section 1. A teacher will have the right, upon request, to review the complete contents of his personnel file.

Section 2. No written material derogatory to a teacher's conduct, service, character, or personality will be placed in his personnel file until the teacher has reviewed the material, has had the opportunity to affix his signature to the material with the understanding that his signature in no way indicates agreement with the contents therein and has had the opportunity to submit a written answer to such material. Any such written answer submitted will be acknowledged by the Superintendent of Schools and attached to the file copy.

Section 3. The School Administrators have the authority and responsibility to discipline or reprimand a teacher for delinquency of professional performance. If a teacher is to be reprimanded by an Administrator, the teacher may request that an Abington Education

Association representative be present, and the Administrator may request that a person who is not a member of the Abington Education Association be present.

ARTICLE XXX
SCOPE OF THE AGREEMENT

Section 1. No teacher will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.

Section 2. The Committee retains its right under state law to discharge, appoint, or not to reappoint teachers without professional teacher status. In the event a teacher without professional teacher status is not to be recommended for reelection, the Superintendent or his designee will grant the individual teacher an interview on request for the purpose of discussing the reasons for such action.

Section 3. In the event that the work year begins prior to September 1, the terms of this Agreement shall become effective on said first day of the work year.

ARTICLE XXXI
TERMS OF THE AGREEMENT

This Agreement and the provisions thereof shall be effective as of September 1, 2008, unless otherwise indicated, and shall continue until and including August 31, 2011, and year to year thereafter unless notice of termination or request for changes in this Agreement is given by either party on or before October 1, 2010, or any subsequent October 1. The Committee will amend its administrative rules and regulations and teacher handbooks or take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement as established Committee policy.

Either party may reopen this Agreement for negotiations. Notice of such opener shall be given on or before October 1, 2010, and negotiations shall commence no later than the third Monday of the said October.

IN WITNESS WHEREOF, the parties to this Agreement have caused these present to be executive by their agents hereunto duly authorized and their seals to the affixed hereto as of _____, 2008.

PRESIDENT

DATE

ABINGTON EDUCATION ASSOCIATION

CHAIRMAN

DATE

ABINGTON SCHOOL COMMITTEE

Effective September 1, 2008

3%

Steps	Bracket A	Bracket B	Bracket C	Bracket D	Bracket E
	B	B+15	M	M+15	M+30
1	34,971	36,114	37,738	38,889	40,205
2	38,794	40,070	41,865	43,082	44,465
3	40,849	42,135	44,403	45,587	47,215
4	43,153	44,573	46,972	48,189	49,609
5	45,315	47,140	49,609	50,828	52,216
6	47,717	49,851	52,385	53,566	54,989
7	50,348	52,586	55,084	56,278	57,691
8	52,958	55,357	58,066	59,314	60,765
9	55,560	58,066	60,803	61,991	63,372
10	58,442	60,974	63,676	64,863	66,253
11	62,005	64,810	67,989	69,175	70,592
20	63,085	65,919	69,127	70,326	71,758
30	63,827	66,687	69,931	71,140	72,584

Effective September 1, 2009

3%

Steps	Bracket A	Bracket B	Bracket C	Bracket D	Bracket E
	B	B+15	M	M+15	M+30
1	36,020	37,197	38,870	40,055	41,411
2	39,958	41,272	43,121	44,374	45,799
3	42,074	43,399	45,735	46,954	48,632
4	44,447	45,910	48,381	49,634	51,097
5	46,674	48,554	51,097	52,353	53,782
6	49,148	51,346	53,956	55,173	56,638
7	51,859	54,163	56,737	57,967	59,422

8	54,547	57,018	59,808	61,093	62,588
9	57,227	59,808	62,627	63,850	65,273
10	60,195	62,803	65,586	66,809	68,240
11	63,865	66,754	70,029	71,250	72,710
20	64,978	67,897	71,201	72,436	73,911
30	65,742	68,688	72,029	73,274	74,762

Effective September 1, 2010

3%

Steps	Bracket A B	Bracket B B+15	Bracket C M	Bracket D M+15	Bracket E M+30
1	37,100	38,313	40,036	41,257	42,654
2	41,156	42,510	44,415	45,705	47,173
3	43,336	44,701	47,107	48,363	50,091
4	45,781	47,288	49,833	51,123	52,630
5	48,075	50,011	52,630	53,924	55,396
6	50,623	52,887	55,575	56,828	58,337
7	53,415	55,788	58,439	59,706	61,205
8	56,184	58,729	61,602	62,926	64,465
9	58,944	61,602	64,506	65,766	67,231
10	62,001	64,687	67,553	68,813	70,287
11	65,781	68,757	72,130	73,388	74,891
20	66,927	69,933	73,337	74,609	76,128
30	67,714	70,749	74,190	75,472	77,004

Appendix B

Full-Time Temporary One-Year Substitute Teachers

1. Employees in this job classification shall only work for three (3) consecutive years. In order to be retained in this job classification beyond three (3) consecutive years, there must be a one-year break in service.
2. Employees shall receive five (5) days sick leave per year.
3. The following contractual articles of the Teachers' Contract shall apply:

Articles 1 through 11

Article 15

Article 19 through 21

Article 23

Article 24, Sections 1, 2, and 7

Article 29

4. Salary

Steps 1, 2, and 3 of Appendix A in bracket for appropriate education attainment level.

Appendix C

Staff and Administrative Differentials

- A. Directors:

A. Directors – PreK-12 (Art, Music, and Wellness Programs.):

Proper placement on the teachers' salary schedule plus 1 plus 2 for each full-time teacher in the department in addition to the Director. Staff members who teach in more than one department will be pro-rated at 3 per period to the appropriate department.

<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
1. \$2,051. ⁰⁰	1. \$2,112. ⁰⁰	1. \$2,176. ⁰⁰
2. \$ 209. ⁰⁰	2. \$ 215. ⁰⁰	2. \$ 222. ⁰⁰
3. \$ 50. ⁰	3. \$ 52. ⁰⁰	3. \$ 54. ⁰⁰

- B. Department Heads – 7-12 (English, Mathematics, Science and Engineering/Technology, History and Social Science and Foreign Language) and Department Head – 9-12 (Business Education):

Proper placement on the teachers' salary schedule plus 1 plus 2 for each full-time teacher in the department in addition to the Department Head. Staff members (7-12 or 9-12) who teach in more than one department will be pro-rated at 3 per period to the appropriate department.

<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
1. \$2,051. ⁰⁰	1. \$2,112. ⁰⁰	1. \$2,176. ⁰⁰
2. \$ 209. ⁰⁰	2. \$ 215. ⁰⁰	2. \$ 222. ⁰⁰
3. \$ 50. ⁰	3. \$ 52. ⁰⁰	3. \$ 54. ⁰⁰

- C. Curriculum Coordinators – PreK-2, 3-6 or PreK-6:

- English Language Arts and Title I Coordinator (PreK-2)

<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
1. \$3,219. ⁰⁰	1. \$3,315. ⁰⁰	1. \$3,415. ⁰⁰

- Mathematics (PreK-2) Coordinator

2008-2009 2009-2010 2010-2011

1. \$2,013.⁰⁰ 1. \$2,073.⁰⁰ 1. \$2,135.⁰⁰

• English Language Arts (3-6) and Mathematics (3-6) Coordinators

2008-2009 2009-2010 2010-2011

1. \$2,013.⁰⁰ 1. \$2,073.⁰⁰ 1. \$2,135.⁰⁰

• Science and Engineering/Technology (PreK-6) and History and Social Science (PreK-6) Coordinators

2008-2009 2009-2010 2010-2011

1. \$2,013.⁰⁰ 1. \$2,073.⁰⁰ 1. \$2,135.⁰⁰

B. Dean of Students (Jr. H.S.):

Proper placement on Teachers' Salary Schedule, Appendix A plus the following differential:

2008-2009 2009-2010 2010-2011

\$7,510.⁰⁰ \$7,735.⁰⁰ \$7,967.⁰⁰

C. Counselors:

1. Guidance and Adjustment Counselor PreK-6:

2008-2009 2009-2010 2010-2011

\$2,195.⁰⁰ \$2,261.⁰⁰ \$2,329.⁰⁰

2. School Psychologist: (May be required to work an eight-hour day)

<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
\$4,387. ⁰⁰	\$4,518. ⁰⁰	\$4,654. ⁰⁰

D. Band Director:

Proper placement on the teachers' salary schedule plus:

<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
\$6,580. ⁰⁰	\$6,777. ⁰⁰	\$6,980. ⁰⁰

E. Director of Guidance:

<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
\$5,825. ⁰⁰	\$5,999. ⁰⁰	\$6,179. ⁰⁰

F. Head Nurse:

Proper placement on the nurses' salary schedule plus 1, plus 2 for each full-time nurse in the department. This figure will be prorated for any part-time nurse.

<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
1. \$2,049. ⁰⁰	1. \$2,110. ⁰⁰	1. \$2,173. ⁰⁰
2. \$ 207. ⁰⁰	2. \$ 213. ⁰⁰	2. \$ 220. ⁰⁰

G. Elementary Lead Teacher:

An Elementary Lead Teacher, who works in a building with a shared principal, shall receive an additional \$750 above the regular Elementary Lead Teacher stipend

<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
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\$2,559.⁰⁰

\$2,635.⁰⁰

\$2,714.⁰⁰

H. Computer Support Liaison:

	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
North and Center Schools	\$ 678. ⁰⁰	\$ 698 ⁰⁰	\$
719. ⁰⁰			
ECC, Woodsdale, Sec. Sch.	\$1,279. ⁰⁰	\$1,318. ⁰⁰	
\$1,357. ⁰⁰			

I. Athletic Director:

	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
1.	\$8,135. ⁰⁰	1. \$ 8,379. ⁰⁰	1. \$ 8,630. ⁰⁰
2.	\$8,248. ⁰⁰	2. \$ 8,496. ⁰⁰	2. \$ 8,751. ⁰⁰
3.	\$10,066. ⁰⁰	3. \$10,368. ⁰⁰	3. \$10,679. ⁰⁰
4.	\$10,685. ⁰⁰	4. \$11,006. ⁰⁰	4. \$11,336. ⁰⁰
5.	\$12,010. ⁰⁰	5. \$12,370. ⁰⁰	5. \$12,741. ⁰⁰

APPENDIX D
COACHES' SALARY SCHEDULE

LEVEL	POSITION	STEP				
		1	2	3	4	5
I	Head Coach Football					
	<u>2008-09</u>	4,983	5,604	6,225	6,855	7,474
	<u>2009-10</u>	5,133	5,772	6,412	7,060	7,698
	<u>2010-11</u>	5,287	5,946	6,604	7,272	7,929
II	Head Ice Hockey					
	Head Basketball (G&B)					
	<u>2008-09</u>	4125	4671	5219	5763	6308
	<u>2009-10</u>	4249	4811	5376	5936	6497
	<u>2010-11</u>	4376	4956	5537	6114	6692
III	Head Soccer (G&B)					
	Head Field Hockey					
	Head Baseball					
	Head Track (G&B)					
	Head Softball					
	Head Lacrosse (G&B)					
	<u>2008-09</u>	3349	3737	4123	4516	4903
<u>2009-10</u>	3449	3849	4247	4651	5050	
	<u>2010-11</u>	3552	3964	4374	4791	5201
IV	Assistant Football					
	<u>2008-09</u>	2724	3098	3506	3889	4282
	<u>2009-10</u>	2806	3191	3611	4006	4410
	<u>2010-11</u>	2890	3287	3720	4126	4542
V	Freshman Football					
	Head Cross Country (G&B)					
	Head Tennis (G&B)					
	Head Golf					

	<u>2008-09</u>	2335	2646	2959 3269	3582
	<u>2009-10</u>	2405	2725	3048 3367	3690
	<u>2010-11</u>	2477	2807	3139	3468 3801

VI

Head Gymnastics

Assistant Basketball (G&B)

Assistant Ice Hockey

	2008-09	2182	2491	2802 3112	3427
	2009-10	2247	2565	2886 3205	3530
	2010-11	2314	2642	2972 3301	3636

VII	Assistant Soccer (G&B)				
	Assistant Baseball				
	Assistant Track (G&B)				
	Assistant Field Hockey				
	Assistant Softball				
2741		2008-09	1741	1995	2244 2491
2823		2009-10	1793	2055	2312 2565
2908		2010-11	1847	2117	2381 2642
VIII	Assistant Freshman Football				
	Freshman Basketball (G&B)				
	Sophomore Basketball				
3249		2008-09	1713	2024	2335 2646
3346		2009-10	1764	2085	2405 2725
3446		2010-11	1817	2147	2477 2807
IX	Grade 8 Basketball (G&B)				
	Freshman Baseball				
	High School Cheerleaders – (Fall & Winter)				
	Assistant Gymnastics				
2209		2008-09	1343	1556	1775 1995
2276		2009-10	1383	1603	1828 2055
2344		2010-11	1425	1651	1883 2117
X.	Jr. High Cheerleaders:				
		2008-09	778		
		2009-10	801		

APPENDIX E
Curricular and Other Assignments

A.	<u>High School Advisors:</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
	1. Yearbook	2778 2861	2947	
	2. Student Council	2022 2083	2145	
	3. Newspaper	1903 1961	2019	
	4. Mathematics Team	1316	1356	1397
	5. Literary Arts Magazine	1316	1356	1397
	6. Honor Society	1248 1286	1324	
	7. Senior Class (1) (*1)	938		966 995
	8. Junior Class (1) (*1)	853		878 905
	9 Ultimate Frisbee	548	564	581
	10. Freshman Class (1) (*1)	548		564 581
	11. Future Edu of Amer. Club (HS)	533	548	565
	12. International Club	548		564 581
	13. Peer Advisor (1)	548	564	581
	14. Sophomore Class (1) (*1)	548	564	581
	15. Drama Production			
	a. Drama Society Advisor	1602 1650	1699	
	Director of Musical	1202 1275		
	b. Director of Fall Show	656	676	696
	c. Music Director/Conductor	437	450	463
	d. Technical Director	437	450	463
	e. Producer	437	450	463
	f. Art director/Scenic Design	437	450	463
	16. Amnesty International	533 548 565		
	17 S.A.D.D Advisor	549 565	582	
	18 Interact Club Advisor	549 565	582	
B.	<u>Others:</u>		<u>2008-09</u>	<u>2009-10</u>
	<u>2010-11</u>			

*	1. Driver Education (3 courses)	3268
	3366 3467	
	2. Instructional Media Coordinators:	
	a. H.S. and Elementary	4031
	3800 3914	
	b. Junior High School	1652
	1557 1604	
	3. Student Account Bookkeepers:	
	a. High School	1735
	1636 1685	
	b. Junior High School	743
	700 721	
	4. Future Educ. of America (JHS)	533 548
	565	
5.	Enrichment Activity Club	
	Advisors (JHS –6)	565
	533 548	
	6. Student Council Advisor (JHS)	982 1011
	1041	
C.	<u>Intramurals:</u>	
	<u>Hourly rate of pay:</u>	
	High School Instructors 21.90	23.23
	22.55	
	High School (G&B) (2)	1820
	1716 1767	
	Junior High (G&B) (2)	1820
	1716 1767	
D.	<u>Extra-Curricular/Music:</u>	
	Asst. Marching Band Dir. (HS)	2891
	2807 2978	
	Show Choir Director (HS)	3487
	3591 3699	
	Jazz Band Director (HS)	1769
	1822 1876	

Jazz Band Director (JHS)	725747
769	

Color Guard Instructor (HS)	2305
2374 2446	

E.	<u>High School Detention Supervisor</u>	\$21.70
	\$22.35 \$23.02	
	per session per session	per session

F. North School MCAS/Homework

Club Coordinator	546	562	579
Center School MCAS/Homework			
Club Coordinator	546	562	579
Woodsdale School MCAS/Homework			
Club Coordinator	820	844	870

*Positions to be filled contingent upon the availability of funds from a source or sources other than the School Committee budget.

In the third year of this Agreement, a *Curricular and Other Assignments Review Committee* will be established to review the status of all positions and make recommendations for bargaining the successor Agreement. This committee will be comprised of the Superintendent, the President of the Association and two current student advisors.

APPENDIX F
NURSES' SALARY SCHEDULE

Nurses with a Bachelor's degree or better and certified by the Massachusetts Department of Education will be placed on the step and lane of the Teachers' Salary Schedule that accurately reflects the nurse's years of experience and degree/credits earned

Nurses without a Bachelor's Degree or better, or not certified by the Massachusetts Department of Education, will continue to be placed on this Salary Schedule.

<u>Step</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
1.	30,538	31,455	32,398
2.	33,278	34,277	35,305
3.	34,766	35,809	36,883
4.	36,255	37,343	38,463
5.	37,675	38,806	39,970
6.	39,327	40,507	41,723
7.	40,114	41,318	42,557
8.	40,918	42,145	43,410
9.	41,737	42,989	44,278
10.	42,570	43,847	45,162

