

**AGREEMENT**

**Between**

**Abington School Committee**

**and**

**Abington Education Association**

**Effective**

**September 1, 2018**

**to**

**August 31, 2021**

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**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, 2018, 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. - 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 3. - 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, s/he or her/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/her 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 (not to exceed three and a half (3 1/2) hours), and one day (not to exceed seven (7) hours) to be scheduled during the school year without students as a professional development day. On the first work day for teachers and on the full professional development day, at least one (1) hour of the seven (7) shall be set aside for teacher preparation. 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.

- a) The parties agree to Pilot the following for the 2018 - 2019 school year only:

In addition to the teaching days as described above, teachers will be required to work an additional three (3) days, two days of which will be prior to the first teaching day, a half-day without students as a professional development day in November (not to exceed three and a half (3 1/2) hours). 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.

During the Pilot, the two days scheduled prior to the first teaching day, the teachers will have a ninety (90) minute uninterrupted preparation period.

The Committee and the Association shall meet after November 6, 2018 to review the implementation of the Pilot to that date.

At the discretion of the School Committee, this Pilot may be extended for a second or third year.

The School Committee shall notify the Association no later than the March 15<sup>th</sup> of the school year prior it is exercising its discretion not to extend the Pilot for a second or third year. The Association may request to meet with the School Committee to review this decision.

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) shall be compensated at the following per diem rate (annual Appendix A salary + stipend divided by 193)."

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

Each Special Education Team Chair shall be appointed to 0.25 FTE position for each grade level in his/her school. If a Special Education Team Chair is assigned to two schools, those grade levels are added to determine his/her appointment FTE, but no more than 1.0 FTE.

Each Special Education Team Chair shall work days beyond the teacher work year based upon the following formula: six (6) days times the FTE of his/her Special Education Team Chair assignment. The compensation for the days worked beyond the teacher work year shall be at the per diem rate (Annual Appendix A salary divided by 182).

The position of Special Education Team Chair is to chair special education meetings and oversee all special education related services. This is a non-evaluative position designed to reduce other special education teachers of these kinds of duties in order to increase their direct-service caseload.

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 middle 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, middle school and elementary schools respectively (except on Fridays when the middle and elementary schools' 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.

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/her 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. . If a Secondary Special Subject teacher is assigned to teach a sixth period, he/she will receive an additional \$1,500 per year which will be prorated.
- (2) Each secondary teacher will have an average of at least five (5) preparation periods per week.
- (3) Department Heads may assist in the evaluation process and shall teach no less than twenty (20%) percent and no more than eighty (80%) percent of a full teaching load. The Department Head's role in the evaluation process may include:
  - helping Educators in their self-assessments, goals and educator plans;
  - performing observations and collecting evidence; and
  - assisting Evaluators in the development of the Formative and Summative Assessments and Evaluations for Educators with PTS who will receive an overall rating of Proficient or Exemplary.
- (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 another 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 twenty-six (\$26.00) dollars per period or half-block and forty-five and twenty cents (\$45.20) 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.

- (4) The Association President or his/her designee shall be relieved of non-teaching duties to conduct Association business.

Section 9 - Hourly Rates. All bargaining unit members shall receive the hourly rate of thirty-four dollars (\$34.00) 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. In the event that an additional 15 minutes is not scheduled, a meeting with the building principal and applicable department head/director will be held to review the schedule and determine why the 15 minutes could not be scheduled.

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. 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 2. 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 3. 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 4. 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 1<sup>st</sup> 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 5. 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 15th of the year prior to the anticipated 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 6. Upon written notice of retirement under the Massachusetts Retirement Act, a teacher shall be granted an additional \$1,050 during his or her last year of teaching. For budgetary purposes, notification of the intent to retire will be given by November 15th of the school year prior to the individual's final school year of teaching. Final confirmation will be given by May 1 of the school year prior to the individual's final school year of teaching.

Section 7. 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 Sept 1, 2018

15th year	\$ 400
20th year	\$ 1,250
27th year	\$ 2,700

Effective Sept 1, 2019

15th year	\$ 600
20th year	\$ 1,450
27th year	\$ 2,700

Effective Sept 1, 2020

15th year	\$ 700
20th year	\$ 1,550
27th year	\$ 2,700

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 8. 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 9. – Professional Development Workshop Preparation

Members of the bargaining unit will be paid twenty-six (\$26 in 2018 - 2019, \$27 in 2019 - 2020, and \$28 in 2020 - 2021) per hour for preparation of professional development workshops or presentations. All such payments must have the prior approval of the Superintendent.

#### Section 10. - 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 thirty-five thousand (\$35,000), effective September 1, 2020, the amount allocated will increase to forty (\$40,000) thousand dollars. for the purpose of reimbursing teachers for tuition costs related to graduate level, courses related to a teacher's assignment or an assignment which the teacher intends to pursue. The courses must be approved in advance by the Superintendent and from any accredited institution. Teachers shall be reimbursed up to \$1,400.00 per course (the cost of a Bridgewater State University three-credit course set for Fiscal Year 2019 increased by five percent (5%)) on a first come, first serve basis.

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.

Section 9. In June 2012, the Massachusetts Department of Elementary and Secondary Education (DESE) promulgated updated educator license regulations, 306 CMR 7.00, to implement its new initiative to better educate students who are English Language Learners (ELLs) called Rethinking Equity and Teaching for English Language Learners (RETELL). The parties agree to the following provisions with respect to this initiative:

- A. An employee who successfully completes a RETELL Course shall receive the following credits toward Lateral Adjustments on the salary schedule, pursuant to Section VIII.6:

- Full RETELL Endorsement Course = 3 credits
  - Long RETELL Bridge Course = 2 credits
  - Short RETELL Bridge Course = 1 credit

An employee who paid for graduate credits before the ratification of the 2015-2018 contract shall be reimbursed retroactively through funds available in XIV.4.b.

- B. If DESE requires the Committee to provide names of employees who are eligible and available to take any of the RETELL courses, the Committee will provide at least two weeks' notice to employees whose names it is considering submitting. Employees will then have one week in which to explain why her/his name should not be submitted.
- C. In the event that DESE changes the requirements regarding RETELL or, if a teacher is required to obtain the SEI Endorsement after Abington's 3-year cohort ends, the Committee and the Association will negotiate the impact.

**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, s/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 e-mailed to all bargaining unit members via the District's e-mail 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.

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**

Evaluations shall be conducted according to the Abington Educator Evaluation System. This System is hereby incorporated into this Agreement by reference and contains evaluation procedures and timelines, rubrics, SMART Goals framework, and forms.

### **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. Approval shall not be unreasonably withheld.

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: 2018 - 2019 - up to 75 in excess of 50; 2019 - 2020 up to a maximum of 80 days in excess of 50; 2020-2021 up to a maximum of 85 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/her discretion, may, in any case, require a doctor's certificate for an absence which exceeds five (5) consecutive school days.

## Section 7. SICK LEAVE BANK

### A. Purpose

The Teachers Sick Leave Bank will enable all teachers to voluntarily contribute their earned accumulated sick days as set for herein for use by a participating member whose sick leave is exhausted through prolonged illness. The Sick Leave Bank is designed for prolonged illness and will be used by a Teacher intending to return immediately after the prolonged illness.

Sick Leave Bank Days will be carried over from year to year to a maximum of one-thousand (1,000) days.

In no case may the Sick Leave Bank be utilized for the bedside care of immediate family members.

### B. General Provisions and Requirements for Eligibility

- i. The Sick Leave Bank will be used only when the Teacher is prevented from working because of sickness or injury of the Teacher and when this disability is of a prolonged nature; that is ten (10) consecutive working days or more.
- ii. The Sick Leave Committee shall utilize the following criteria:
  - A doctor's certificate shall be required for benefits under the Sick Leave Bank;
  - Reasons for and propriety of prior use of sick leave and,
  - The member's intent to return to service in the Abington Public Schools.
- iii. The Sick Leave Bank will cover prolonged illness, but only after the applicant's accumulated sick days are exhausted. Example: A Teacher who is absent thirty (30) consecutive days because of illness and has twelve (12) sick days at the beginning of the prolonged illness will be paid using Sick Bank days from the thirteenth (13th) to the thirtieth (30th) sick days.

The Sick Bank Plan will cover up to one hundred and sixty (160) working days with full pay for any one prolonged illness.

- iv. Teachers using the benefits of the Sick Leave Bank must complete and sign a Sick Leave Bank Application provided by the Sick Leave Bank Committee. This Application contains an agreement to return to service immediately after the

prolonged illness for a minimum of at least the length of the leave or finish the current school year, whichever is less. Default of this signed agreement would result in refunding to the Town of Abington one hundred and twenty-five percent (125%) of the amount of the salary received while covered by sick leave from the Sick Leave Bank, unless the teacher can no longer work for the Abington Public Schools because of a permanent disability or death.

### **C. Membership**

A Teacher eligible to join the Sick Leave Bank must apply for membership on a form provided by the Sick Leave Bank Committee within 30 work days after his/her first day of employment. When making said application to the Bank, a teacher must contribute one (1) sick day. If the Bank falls below fifty (50) days, a teacher must contribute one (1) additional sick day in order to continue membership in the Bank.

A Teacher may access the Sick Leave Bank days, after one (1) year of enrollment in the Sick Leave Bank.

By letter to the Sick Leave Bank Committee, a teacher may withdraw from the bank rather than contribute additional days. A teacher may apply for membership in the bank provided he/she makes such an application by October 1 and contributes the number of days into the bank that he/she would have contributed had he/she been a member of the bank since (a) September 1, 2015; (b) date of hire if hired after September 1, 2015; or (c) when he/she was last a member of the Sick Leave Bank.

### **D. Administration**

The Sick Leave Bank will be administered by a committee of four (4); two (2) members representing the Association and two (2) members representing the School Committee. All requests for the use of days shall be directed to this committee. The decisions of the committee shall be based on the requirement as specified above. Only those teachers who each year voluntarily contribute to this Bank shall be eligible for its benefits. The decision of the Sick Bank Committee is not grievable or arbitrable.

The Sick Leave Bank Committee will maintain confidentiality of the applications, the doctors' certificates and other information, unless the applicant consents otherwise in writing.

Amendments to these regulations and changes to the application forms can be made by mutual agreement, in writing, of the Abington School Committee and the Abington Educators Association Executive Board.

**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.

An employee may use up to ten (10) days of accumulated sick leave for the purpose of illness in the immediate family and/or for any other purpose provided under the provisions of the Family and Medical Leave Act (FMLA).

### 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 five (5) days of leave for family (spouse, children, brother, sister, mother, father, in-laws, grandparents, grandchildren, step-mother, step-father, step-children, step-brother, step-sister 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.

Teacher shall be entitled to up to three (3) days of leave for aunts, uncles, and cousins to be taken at the time of death.

An employee who makes a written request to take bereavement leave for a friend or a family member not listed above may be granted bereavement days at the discretion of the Superintendent. Any such days that are granted shall be deducted from accrued sick leave time.

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.
- d. For adopted children over the age of 5, the teacher may make a request, subject to a. b. and c. above, to the Superintendent and the response will not be grievable or arbitrable

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.

Section 9. The Committee shall grant leaves in accordance with the Family and Medical Leave Act. (FMLA)

**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/her college dean or his/her 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 With and Without Disabilities	PreK-2
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 the event that a reduction cannot be accomplished through attrition, layoffs shall be conducted within disciplines based on a teacher's job performance and the best interest of the students, which is defined as follows: the teacher's documented disciplinary record over the past six (6) years and summative overall evaluation ratings as compared to other teachers' past summative overall evaluation ratings in the discipline targeted to be reduced, with ratings of meets the Standards of the Abington Educators Evaluation System, Proficient and Exemplary being considered equal. The number of summative evaluations compared will include all those evaluations written for teachers during the time equal to the most recently hired professional status teacher in the targeted discipline. If there is a tie using the above evaluation criteria, review of the personnel files of the teachers in the targeted discipline will be done and if the

teachers have similar disciplinary records, the tie shall be broken by seniority, with the least senior teacher in the discipline targeted laid off first.

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

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/her 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/her 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/her 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**  
**JOB SHARING**

**Definition:** For the purposes of this Article, "job sharing" shall be defined as the allocation of all of the duties of one full-time teaching position between two teachers such that the cost of the job sharing does not exceed the cost of one teacher. The division of these duties shall be according to the terms set forth below.

**Application:** Teachers interested in job-sharing shall submit a job sharing proposal to the appropriate building principal no later than February 1 of the school year preceding the school year during which the job is to be shared. The proposal shall set forth the following details:

- a. the position to be shared;
- b. the manner in which the job is to be shared; e.g., the percentage of the job each is to work;
- c. which teacher shall be receiving the health insurance benefits; and
- d. any other relevant information to the implementation of the proposal.

**Granting:** The proposal shall be reviewed by the building principal and the Superintendent of Schools who shall notify the teachers of their decision no later than April 1. The decision whether or not to allow the job sharing proposal shall not be grievable or arbitrable.

**Conditions:** In the event that the job sharing proposal is approved, the following conditions shall apply:

- a. Both teachers shall work the first, second and last day of the student school year;
- b. Both teachers shall attend the annual open house in the fall;
- c. Both teachers shall attend all half day and evening conferences;
- d. In the event that one of the teachers is absent, the partner teacher shall make every reasonable effort to cover the class. On such day, the partner teacher shall either be paid his/her per diem rate of pay or shall be granted an equal amount of compensatory time. (For these purposes, the per diem rate of pay shall be defined as 1/183 of the partner teacher's annual salary). Subject to the review of the

Superintendent, the building principal shall designate which option shall be implemented.

- e. The partner teachers shall be considered to be part-time employees and as such shall be entitled to all of the rights and privileges of other Unit A members subject to the following: where applicable, benefits shall be pro-rated (e.g., each teacher shall receive one-half of his/her salary and shall receive either fifteen (15) half sick days or seven and one-half (7.5) full sick days; and the cost of health insurance to the Town shall not exceed the cost of health insurance for one teacher.

**Term:** The term of the job sharing shall be for one school year and the partner teachers shall return to their respective assignments beginning with the school year following the school year during which the job was shared. If the partner teachers wish to extend the job sharing beyond one school year, they shall apply in accordance with the Application provision of this Article.

**ARTICLE XXXII**  
**TERMS OF THE AGREEMENT**

This Agreement and the provisions thereof shall be effective as of September 1, 2018, unless otherwise indicated, and shall continue until and including August 31, 2021, 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, 2020, 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, 2020, 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

April 22, 2019

Steve Shannon

PRESIDENT  
ABINGTON EDUCATION ASSOCIATION

4/22/19  
DATE

Alph

CHAIRMAN  
ABINGTON SCHOOL COMMITTEE

4/22/19  
DATE

## APPENDIX A SALARY SCHEDULE

### SCHOOL YEAR 2018-2019 (FY19)- 2.5%

Step	B	B+15	M	M+15	M+30	M+45	DOC
1	\$41,998	\$43,373	\$45,322	\$46,704	\$48,286	\$49,918	\$51,549
2	\$46,590	\$48,123	\$50,280	\$51,740	\$53,403	\$55,034	\$56,666
3	\$49,059	\$50,603	\$53,328	\$54,749	\$56,705	\$58,337	\$59,969
4	\$51,826	\$53,532	\$56,414	\$57,874	\$59,579	\$61,211	\$62,843
5	\$54,422	\$56,615	\$59,579	\$61,045	\$62,711	\$64,342	\$65,974
6	\$57,308	\$59,870	\$62,913	\$64,332	\$66,040	\$67,672	\$69,303
7	\$60,468	\$63,154	\$66,156	\$67,590	\$69,287	\$70,919	\$72,551
8	\$63,603	\$66,484	\$69,736	\$71,235	\$72,977	\$74,609	\$76,241
9	\$66,728	\$69,736	\$73,024	\$74,450	\$76,109	\$77,741	\$79,373
10	\$70,188	\$73,228	\$76,473	\$77,899	\$79,569	\$81,201	\$82,831
11	\$74,467	\$77,836	\$81,655	\$83,078	\$84,780	\$86,412	\$88,043
12	\$75,764	\$79,167	\$83,021	\$84,460	\$86,180	\$87,812	\$89,444
13	\$76,655	\$80,091	\$83,986	\$85,437	\$87,172	\$88,804	\$90,436

### SCHOOL YEAR 2019-2020 (FY20)- 2.0%

Step	B	B+15	M	M+15	M+30	M+45	DOC
1	\$42,838	\$44,240	\$46,229	\$47,638	\$49,251	\$50,916	\$52,580
2	\$47,522	\$49,085	\$51,286	\$52,775	\$54,471	\$56,135	\$57,799
3	\$50,040	\$51,615	\$54,394	\$55,844	\$57,839	\$59,504	\$61,168
4	\$52,863	\$54,602	\$57,542	\$59,031	\$60,771	\$62,435	\$64,100
5	\$55,511	\$57,747	\$60,771	\$62,266	\$63,965	\$65,629	\$67,294
6	\$58,454	\$61,068	\$64,172	\$65,619	\$67,361	\$69,025	\$70,689
7	\$61,677	\$64,417	\$67,479	\$68,941	\$70,673	\$72,337	\$74,002
8	\$64,875	\$67,813	\$71,131	\$72,660	\$74,436	\$76,101	\$77,765
9	\$68,062	\$71,131	\$74,485	\$75,939	\$77,632	\$79,296	\$80,960
10	\$71,592	\$74,693	\$78,003	\$79,457	\$81,160	\$82,825	\$84,488
11	\$75,957	\$79,393	\$83,288	\$84,740	\$86,475	\$88,140	\$89,804
12	\$77,279	\$80,750	\$84,681	\$86,149	\$87,904	\$89,568	\$91,232
13	\$78,188	\$81,693	\$85,666	\$87,146	\$88,916	\$90,580	\$92,244

**SCHOOL YEAR 2020-2021 (FY21)- 2.25%**

<b>Step</b>	<b>B</b>	<b>B+15</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>DOC</b>
1	\$43,802	\$45,236	\$47,269	\$48,710	\$50,360	\$52,061	\$53,763
2	\$48,591	\$50,190	\$52,440	\$53,962	\$55,696	\$57,398	\$59,100
3	\$51,166	\$52,777	\$55,618	\$57,101	\$59,141	\$60,842	\$62,544
4	\$54,052	\$55,831	\$58,837	\$60,359	\$62,138	\$63,840	\$65,542
5	\$56,760	\$59,046	\$62,138	\$63,667	\$65,404	\$67,106	\$68,808
6	\$59,769	\$62,442	\$65,616	\$67,095	\$68,876	\$70,578	\$72,280
7	\$63,065	\$65,867	\$68,997	\$70,492	\$72,263	\$73,965	\$75,667
8	\$66,335	\$69,339	\$72,731	\$74,295	\$76,111	\$77,813	\$79,515
9	\$69,593	\$72,731	\$76,160	\$77,647	\$79,378	\$81,080	\$82,782
10	\$73,202	\$76,373	\$79,758	\$81,245	\$82,986	\$84,688	\$86,389
11	\$77,666	\$81,180	\$85,162	\$86,647	\$88,421	\$90,123	\$91,825
12	\$79,018	\$82,567	\$86,587	\$88,088	\$89,881	\$91,583	\$93,285
13	\$79,947	\$83,531	\$87,594	\$89,106	\$90,916	\$92,618	\$94,320

**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, Wellness Programs, and ELL.);  
Directors – 7-12 (Foreign Language);  
Directors – 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 Director. Staff members who teach in more than one department will be pro-rated at 3 per period to the appropriate department.

Steps	2018-2019	2019-2020	2020-2021
	2.5%	2%	2.25%
1	\$4,337	\$4,424	\$4,523
2	\$248	\$253	\$259
3	\$62	\$63	\$65

- B. Department Heads – 7-12 (English, Mathematics, Science and Engineering/Technology, History and Social Science):

2018-2019	2019-2020	2020-2021
\$6,748	\$6,883	\$7,037

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

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

2018-2019	2019-2020	2020-2021
2.5%	2%	2.25%
\$3,807	\$3,883	\$3,970

- Mathematics (PreK-2) Coordinator

2018-2019	2019-2020	2020-2021
2.5%	2%	2.25%
\$2,380	\$2,428	\$2,482

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

2018-2019	2019-2020	2020-2021
2.5%	2%	2.25%
\$2,326	\$2,330	\$2,383

- Science and Engineering/Technology (PreK-6) and History and Social Science (PreK-6) Coordinators, Business Teacher(s)

2018-2019	2019-2020	2020-2021
2.5%	2%	2.25%
\$2,328	\$2,332	\$2,338

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

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

2018-2019	2019-2020	2020-2021
2.5%	2%	2.25%
\$8,874	\$9,052	\$9,256

C. Counselors:

1. Guidance and Adjustment Counselor PreK-6:

2018-2019	2019-2020	2020-2021
2.5%	2%	2.25%
\$2,594	\$2,646	\$2,706

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

2018-2019	2019-2020	2020-2021
2.5%	2%	2.25%
\$5,183	\$5,287	\$5,406

D. Director of Guidance:

2018-2019	2019-2020	2020-2021
2.5%	2%	2.25%
\$9,445	\$9,634	\$9,851

E. 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.

Steps	2018-2019	2019-2020	2020-2021
	2.5%	2%	2.25%
1	\$2,421	\$2,469	\$2,525
2	\$246	\$251	\$257

F. 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

	2018-2019	2019-2020	2020-2021
	2.5%	2%	2.25%
	\$3,023	\$3,083	\$3,153

G. Athletic Director:

Steps	2018-2019	2019-2020	2020-2021
	2.5%	2%	2.25%
1	\$9,756	\$9,951	\$10,175
2	\$11,905	\$12,143	\$12,417
3	\$12,637	\$12,890	\$13,180
4	\$14,203	\$14,487	\$14,813
5	\$16,203	\$16,487	\$16,813

H. Mentors

	2018-2019	2019-2020	2020-2021
	2.5%	2%	2.25%
Mentee's First Year	\$1,281	\$1,307	\$1,336
Mentee's Second Year	\$410	\$418	\$428

An additional stipend at 75% of the above for each additional mentee in each school year for each type of mentee.

I. Peer Assistants

Stipend for assisting a colleague while on an improvement plan is: Base plus Partial prorated to the length of the Improvement Plan compared to a full year.

	2018-2019	2019-2020	2020-2021
	2.5%	2%	2.25%
Base	\$481	\$490	\$501
Partial	\$801	\$817	\$835

**APPENDIX D**  
**COACHES' SALARY SCHEDULE**

LEVEL	POSITION	STEPS					
		1	2	3	4	5	
I	Head Coach Football	2018-2019	\$5,894	\$6,629	\$7,362	\$8,107	\$8,840
		2019-2020	\$6,012	\$6,761	\$7,509	\$8,269	\$9,016
		2020-2021	\$6,147	\$6,913	\$7,678	\$8,455	\$9,219
II	Head Ice Hockey Head Basketball (G&B)	2018-2019	\$4,878	\$5,525	\$6,174	\$6,816	\$7,461
		2019-2020	\$4,976	\$5,635	\$6,297	\$6,953	\$7,610
		2020-2021	\$5,087	\$5,762	\$6,439	\$7,109	\$7,781
III	Head Soccer (G&B) Head Field Hockey Head Baseball Head Track (G&B) Head Softball Head Lacrosse (G&B)	2018-2019	\$3,961	\$4,419	\$4,876	\$5,341	\$5,798
		2019-2020	\$4,040	\$4,507	\$4,973	\$5,448	\$5,914
		2020-2021	\$4,131	\$4,609	\$5,085	\$5,571	\$6,047
IV	Assistant Football	2018-2019	\$3,222	\$3,664	\$4,147	\$4,600	\$5,064
		2019-2020	\$3,286	\$3,738	\$4,230	\$4,692	\$5,165
		2020-2021	\$3,360	\$3,822	\$4,325	\$4,798	\$5,281
V	Freshman Football Head Cross Country (G&B) Head Tennis (G&B) Head Golf	2018-2019	\$2,761	\$3,129	\$3,499	\$3,865	\$4,237
		2019-2020	\$2,817	\$3,192	\$3,569	\$3,943	\$4,322
		2020-2021	\$2,880	\$3,264	\$3,650	\$4,031	\$4,419
V(a)	Ultimate Frisbee Varsity Winter Track Head Coach	2018-2019	\$2,760	\$3,129	\$3,499	\$3,865	\$4,237
		2019-2020	\$2,816	\$3,192	\$3,569	\$3,943	\$4,322
		2020-2021	\$2,879	\$3,264	\$3,650	\$4,031	\$4,419

VI	Head Gymnastics						
	Assistant Basketball (G&B)						
	Assistant Ice Hockey						
		2018-2019	\$2,579	\$2,946	\$3,314	\$3,680	\$4,054
		2019-2020	\$2,630	\$3,005	\$3,380	\$3,753	\$4,135
		2020-2021	\$2,690	\$3,072	\$3,456	\$3,838	\$4,228
VII	Assistant Soccer (G&B)						
	Assistant Baseball						
	Assistant Track (G&B)						
	Assistant Field Hockey						
	Assistant Softball						
	Fitness Center Coach						
		2018-2019	\$2,059	\$2,360	\$2,655	\$2,946	\$3,242
		2019-2020	\$2,100	\$2,407	\$2,708	\$3,005	\$3,307
		2020-2021	\$2,148	\$2,461	\$2,769	\$3,072	\$3,381
VIII	Assistant Freshman Football						
	Freshman Basketball (G&B)						
	Sophomore Basketball						
		2018-2019	\$2,025	\$2,393	\$2,761	\$3,129	\$3,860
		2019-2020	\$2,066	\$2,441	\$2,817	\$3,192	\$3,937
		2020-2021	\$2,112	\$2,496	\$2,880	\$3,264	\$4,026
IX	Grade 8 Basketball (G&B)						
	Freshman Baseball						
	High School Cheerleaders – (Fall & Winter)						
	Assistant Gymnastics						
	Auxiliary Coach*						
		2018-2019	\$1,589	\$1,841	\$2,099	\$2,360	\$2,626
		2019-2020	\$1,621	\$1,878	\$2,141	\$2,407	\$2,679
		2020-2021	\$1,657	\$1,920	\$2,189	\$2,461	\$2,739
X	Jr. High Cheerleaders						
		2018-2019	\$920				
		2019-2020	\$939				
		2020-2021	\$960				
XI	Color Guard						
		2018-2019	\$1,363				
		2019-2020	\$1,391				
		2020-2021	\$1,422				

**\*An Auxiliary Coach will be appointed when there are more student athletes than needed for a varsity squad but insufficient numbers to field a junior varsity squad. An Assistant Coach will be appointed when a junior varsity squad is established.**

**APPENDIX E**  
**Curricular and Other Assignments**

A. <u>High School Advisors</u>	2018-19	2019-20	2020-21
1 Yearbook	\$3,588	\$3,659	\$3,742
2 Student Council	\$1,281	\$1,307	\$1,336
3 Newspaper	\$2,563	\$2,614	\$2,673
4 Mathematics Team	\$1,794	\$1,830	\$1,871
5 Literary Arts Magazine	\$1,794	\$1,830	\$1,871
6 Honor Society	\$1,281	\$1,307	\$1,336
7 Senior Class (1) (*1)	\$2,050	\$2,091	\$2,138
8 Junior Class (1) (*1)	\$2,050	\$2,091	\$2,138
9 Freshman Class (1) (*1)	\$769	\$784	\$802
10 Future Edu of Amer. Club (HS)	\$769	\$784	\$802
11 International Club	\$769	\$784	\$802
12 Peer Advisor (1)	\$769	\$784	\$802
13 Sophomore Class (1) (*1)	\$1,794	\$1,830	\$1,871
14 Drama Production			
a. Drama Society Advisor	\$2,563	\$2,614	\$2,673
b. Director of Musical	\$3,588	\$3,659	\$3,742
c. Director of Fall Show	\$2,563	\$2,614	\$2,673
d. Music Director/Conductor	\$1,794	\$1,830	\$1,871
e. Technical Director per production	\$1,794	\$1,830	\$1,871
f. Producer Director per production	\$1,538	\$1,568	\$1,604
g. Art Director/Scenic Design Director per production	\$1,538	\$1,568	\$1,604
h. Choreographer Director per production	\$1,794	\$1,830	\$1,871
i. Costumer Director per production	\$1,538	\$1,568	\$1,604
16 Amnesty International	\$769	\$784	\$802
17 S.A.D.D. Advisor	\$769	\$784	\$802
18 Interact Club Advisor	\$769	\$784	\$802
19 Dance Team	\$769	\$784	\$802
20 Gay Straight Alliance Advisor	\$769	\$784	\$802
21 High School Enrichment Activity Club Advisor	\$769	\$784	\$802
22 Visual Art/Media Club	\$1,794	\$1,830	\$1,871
23 Unified Sports Advisor	\$769	\$784	\$802
24 Gaming Club	\$769	\$784	\$802

	2018-19	2019-20	2020-21
B. <u>Others</u>			
1 Student Account Bookkeepers:			
a. H.S. and Elementary	\$2,050	\$2,091	\$2,138
b. Middle School	\$1,025	\$1,046	\$1,069
2 Future Edu Of America (Middle School)	\$769	\$784	\$802
3 Enrichment Activity Club Advisor	\$769	\$784	\$802
4 Student Council Advisor (MS)			
5 Inst'l Tech Advisor (9-12)	\$1,640	\$1,673	\$1,710
Inst'l Tech Advisor (5-8)	\$1,640	\$1,673	\$1,710
Inst'l Tech Advisor (3-4)	\$820	\$836	\$855
Inst'l Tech Advisor (K-2)	\$1,230	\$1,255	\$1,283
6 Yearbook (M)	\$1,025	\$1,046	\$1,069
7 Enrichment Activity Advisor (3)	\$769	\$784	\$802
8 ACE Advisor (per semester)	\$2,050	\$2,091	\$2,138
9 Global Studies Advisor	\$769	\$784	\$802
10 Language Buddies Advisor	\$769	\$784	\$802
C. <u>Intramurals</u>			
High School (G&B)(2)	\$2,050	\$2,091	\$2,138
Middle High (G&B)(2)	\$2,050	\$2,091	\$2,138
D. <u>Extra-Curricular/Music</u>			
Band Director	\$7,782	\$7,937	\$8,116
Asst. Marching Band	\$2,563	\$2,614	\$2,673
Dir (HS)	\$3,829	\$3,906	\$3,994
Show Choir Director (HS)	\$3,588	\$3,659	\$3,742
Jazz Band Dir (HS)	\$2,563	\$2,614	\$2,673
Jazz Band Director (MS)	\$1,281	\$1,307	\$1,336
E. <u>High School Detention Super. (per session)</u>	\$23.83	\$24.31	\$24.85
F. MCAS/Homework Club Coordinator	\$769	\$784	\$802
MCAS Homework Club Coordinator	\$769	\$784	\$802
Woodsdale School MCAS/Homework Club Advisor	\$769	\$784	\$802

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

**APPENDIX F**  
**EMPLOYEE HEALTH INSURANCE**

1. The Town will continue to offer the Benchmark HMO and Benchmark PPO plans at the following contribution rates:
  - Benchmark HMO:** 75% Town and 25% employee
  - Benchmark PPO:** 70% Town and 30% employee
2. In addition to the plans identified in Section 1, the Town will also offer, beginning July 1, 2013, the Original Health Plan for the HMO and the Original Health Plan for the PPO plans at the following contribution rates:
  - Original HMO:** 70% Town and 30% employee
  - Original PPO:** 55% Town and 45% employee
3. In the event that the Town again implements the provisions of G.L. c. 32B, Sections 21, 22 and/or 23 for the purpose of making health insurance plan design changes, the contribution rates set forth in Sections 1 and 2 above will revert back to a 75% Town and 25% employee split.
4. The Town agrees to a moratorium on any health insurance plan design changes for the period of July 1, 2013 through June 30, 2016.
5. The parties agree that all funds that remain in the existing Mitigation Fund as of September 1, 2013 will be transferred into a Post Employee Health Insurance Trust Fund, or similar account as determined by the Town, and that the Town may utilize such funds to help defray the Town's future retiree health care costs. In addition, any and all existing mitigation obligations the Town may have toward employees will terminate as of September 1, 2013.
6. To the extent permitted by law, and subject to any applicable state or federal regulations and/or eligibility requirements, the Town will provide an open enrollment period for employee flexible spending accounts that will coincide with the open enrollment period for the health insurance plans that are offered by the Town and further, will extend to fifteen (15) months the timeframe in which an employee must utilize his/her flexible spending account funds before such funds are forfeited.
7. By signing below, each Union signatory to this Agreement is certifying that he/she is authorized to bind the entity he/she represents and that the terms of this Agreement have been ratified by a majority of the bargaining unit members that the signatory's Union represents.
8. In light of the provisions of G.L. c. 32B, §7A, it is understood and agreed that the terms of this Agreement are subject to the successful ratification of this Agreement by all of the bargaining units identified in the signature lines below and as such, said terms will not be implemented unless and until all bargaining units have accepted all of the terms of this Agreement.