AGREEMENT

Between

School committee of the City of Attleboro

and

Attleboro Public School Administrators' Association

July 1, 2020 through June 30, 2023
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AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July 2020 by and between the School Committee of the City of Attleboro, hereinafter referred to as the "Committee," and the Attleboro Public School Administrators' Association, hereinafter referred to as the "Association" shall take effect on July 1, 2020 and shall continue in effect to and including June 30, 2023

ARTICLE 1: PREAMBLE

Recognizing that the prime purpose of the Committee and the employees represented by the Association is to provide education of the highest possible quality for the children of the City of Attleboro, and that good morale among said employees is essential to the achievement of that purpose, the parties hereto agree and declare as follows:

a. The Committee is a public body established under and with powers provided by the laws of the Commonwealth of Massachusetts, and nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty conferred upon the Committee by law or any rule or regulation of any agency of the Commonwealth. The Committee retains all the powers, rights and duties that it has by law and, subject to this Agreement, may exercise the same at its discretion.

b. The Superintendent of Schools, hereinafter referred to as the "Superintendent", with the aid and assistance of the administrative staff of the Attleboro School Department, shall have the responsibility for carrying out the educational and other policies established by the Committee. The Superintendent shall also serve as the agent of the Committee with respect to all matters pertaining to the administration of the provisions of this Agreement.

c. The said employees have responsibility for providing, in the schools, education of the highest possible quality.

d. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information between the Committee, the Superintendent, and said employees in the formulation and application of policies relating to wages, hours, and other conditions of employment for said employees.

ARTICLE 2: RECOGNITION

For the purposes of collective bargaining with respect to wages, hours, and other conditions of employment and the negotiation of any collective bargaining agreements and any questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of a bargaining unit consisting of: Assistant Principals. Nothing in this Agreement shall be deemed to limit any of the rights given to such Professional Employees under the provisions of Chapter 150E of the General Laws of Massachusetts.

ARTICLE 3: NEGOTIATION PROCEDURE

For the purpose of collective bargaining, the Negotiating Committees of the Committee and the Association and/or their designated representatives shall meet at reasonable times and shall confer in good faith with respect to wages, hours, and other conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and shall execute a written contract
incorporating any agreement reached. At such meeting both parties shall provide relevant data, exchange points of view, and make proposals and counterproposals.

**ARTICLE 4: WORK YEAR AND WORKDAY**

Section 1
The Association recognizes that the proper performance of his/her responsibilities will require him/her to work longer than the school day and that his/her duties and responsibilities are not confined to prescribed hours. A workday is defined as a day when the attendance of said Professional Employee is required and on pupil-session days shall be, at minimum, seven and one-half (7.5) hours over an eight (8) hour period and on non-pupil session days, except for curriculum days, shall be a minimum of six (6) hours. The work year shall be comprised of two hundred and eighteen (218) workdays with the additional workdays to be scheduled by the Superintendent. Said workdays shall be exclusive of Saturdays, Sundays and legal holidays and must include days after school ends through June 30th and three weeks before school starts.

Section 2
In the event an employee is directed to work beyond the length of his/her work year as established in Sections 1 and 2 above, he/she shall be compensated, except as is otherwise provided herein, for each additional day worked at his/her daily rate of compensation determined by dividing his/her annual rate of compensation by the number of days in his/her work year. If an employee is required to participate in a workshop held for teachers on a day outside his/her regular work year, he/she shall be paid for such participation at the rate of compensation established for workshops as set forth in Appendix A, which is attached hereto and made a part hereof. If an employee is required to participate in a workshop which is held within or outside his/her regular work year and which is funded with Federal funds, he/she shall be paid for such participation at said rate of compensation established for workshops, provided such payment does not violate any Federal statute, rule, or regulation.

Section 3
In the event the Committee votes to place any schools on double sessions, this Agreement will be reopened immediately for negotiations on the impact of such action on the working conditions of employees in this bargaining unit.

Section 4
In the event an employee of the bargaining unit desires to terminate this contractual agreement in order to accept another position, retire, etc., the employee is required to provide ninety (90) calendar days' notification before leaving their position.

**ARTICLE 5: GRIEVANCE PROCEDURES**

1. The purpose of the procedure set forth in this Article is to produce prompt and equitable solutions to those problems which from time to time may arise and affect the conditions of employment of the professional employees covered by this Agreement. The Committee and the Association desire that such procedure shall always be as informal and confidential as possible.

2. Nothing contained in this Article shall be construed as limiting the right of any aggrieved employee from discussing their grievance informally under the grievance procedure and from having their grievance adjusted, without the intervention of the Association, provided any such adjustment is not inconsistent with the terms of this Agreement and provided that
the Association has been given the opportunity to be present at such adjustment and to state its views. All grievance discussions shall take place after the conclusion of the students' day.

3. A grievance is defined as a question, complaint or dispute involving the meaning, application or interpretation of or compliance with the terms and provisions of this Agreement. Any matter which is not specifically covered by the provisions of this Agreement or which is reserved to the discretion of the Committee by the terms of this Agreement shall not be the subject of a grievance.

4. Procedures and Timelines: Grievances, except as are otherwise provided for herein, shall be processed in accordance with the following procedure:

A. Level One: The aggrieved employee shall first present their grievance orally or in writing to their Principal within twenty (20) school days next following the occurrence of the grievance or the date of first knowledge of its occurrence by any employee affected by it. If the grievance is presented in writing, it shall give a summary of the facts involved, the provision or provisions of this Agreement allegedly violated and the relief desired. The Principal shall advise the aggrieved employee in writing of the decision made with respect to the grievance within ten (10) days after the grievance is presented.

B. Level Two: If the grievance has not been resolved at Level One to the employee's satisfaction, the aggrieved employee or the Association may submit the grievance in writing to the Superintendent within ten (10) school days from the employee's receipt of the Level One decision. The written grievance shall give a summary of the facts involved, the provision or provisions of this Agreement allegedly violated and the relief desired. Within ten (10) school days after receipt of the written grievance, the Superintendent or designee shall meet with the aggrieved employee and a representative or representatives of the Association in an effort to settle the grievance. Within ten (10) school days after the conclusion of said meeting, the Superintendent or designee, as the case may be, shall advise the aggrieved employee and the Association in writing of their decision concerning the grievance.

C. Level Three: If the grievance has not been resolved at Level Two to the employee's satisfaction, the aggrieved employee or the Association may submit the grievance in writing to the Committee within ten (10) school days from receipt of the Level Two decision. Within ten (10) school days after receipt of the written grievance, the Committee shall meet with the aggrieved employee and a representative or representatives of the Association in an effort to settle the grievance. The Committee shall, within ten (10) school days after the conclusion of said meeting, advise the aggrieved employee and the Association in writing of its decision with respect to the grievance.

D. Level Four: If the grievance has not been resolved at Level Three to the satisfaction of the Association, the Association may within fifteen (15) school days after receipt of the Level Three decision submit the grievance to the American Arbitration Association, Boston, Massachusetts, for disposition in accordance with the applicable rules of said American Arbitration Association. The Association
will also serve a copy of the demand for arbitration within said fifteen (15) school days on the Committee.

(1) The arbitrator selected shall hold hearings promptly and, unless the time shall be extended by mutual agreement, shall issue their decision no later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, from the date of submission to them of the final statements and proofs.

(2) The arbitrator's decision shall be in writing and shall set forth their findings of fact, reasoning and conclusion. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall have no authority to alter, modify or change in any way the terms and provisions of this Agreement.

(3) The decision of the arbitrator shall be final and binding upon the Committee, the Association and the aggrieved employee.

(4) The fee and expenses of the arbitrator, and the expenses directly related to the arbitration hearing, shall be shared equally by the Committee and the Association.

5. If in the judgment of the Association, a grievance affects a group or class of employees, the aggrieved employee or the Association may submit such grievance in writing directly to the Superintendent and the processing of such grievance will begin at Level Two as set forth above. Such grievance shall be presented at Level Two within twenty-five (25) school days next following the occurrence of the grievance or the date of first knowledge of its occurrence by any employee affected by it. The Association may process a grievance through all levels of the grievance procedure even though the aggrieved employee does not wish to do so.

6. Any grievance which is not initially presented, or which is not thereafter submitted to the next level of the procedure within the time limits specified above shall be deemed to have been waived.

7. The time limits hereinabove specified for the bringing and processing of a grievance may be extended by mutual agreement of the Association and the Committee. By mutual agreement, the parties may process grievances even during non-school periods.

8. No written communication, other document, or record relating to any grievance shall be filed in the personnel file of any employee involved in presenting such grievance.

9. No reprisal of any kind shall be taken by any party to this Agreement against any employee who participates in a grievance.
ARTICLE 6: SALARIES

Section 1
Each employee must meet the Massachusetts Department of Education State Licensure regulations and shall furnish to the Superintendent and maintain throughout the term of this agreement a valid and appropriate license.

Section 2
The compensation of all employees covered by this agreement will be paid in 26 equal bi-weekly payments.

Section 3
The daily rate of compensation for each employee for the purpose of determining the deduction to be made in his/her compensation for each day he/she is in a pay status, and for determining the amount of compensation to be paid to an employee who leaves the employ of the Committee prior to the end of his/her work year, shall be his annual rate of compensation divided by the number of work days in his/her work year. Deductions for days in a non-pay status shall be made on a biweekly basis.

An employee who leaves the employ of the Committee prior to the end of his/her work year shall be entitled to receive, as his/her total compensation for such work year, the amount of such daily rate of compensation multiplied by the number of days he/she has been in a pay status in such work year.

Section 4
An employee, who is assigned on a temporary basis for a period of more than fifteen (15) consecutive work days to perform the duties and responsibilities of a position inside or outside the bargaining unit having a higher rate of compensation, shall receive, retroactively to the first day of his/her assuming such duties and responsibilities, the compensation he/she would have received had he/she been promoted to such position and shall continue to receive such compensation until he/she is relieved of such duties and responsibilities.

Section 5
In the event an employee of this bargaining unit is known to be unable to perform the duties and responsibilities of a position in the bargaining unit for a period of more than forty-five (45) days for any reason, including illness, the position will be posted for seven (7) days to allow members of the bargaining unit to make application for said position. If no member of this bargaining unit applies for this temporary assignment, Section 11 of this Article will apply.

ARTICLE 7: SICK LEAVE

Section 1
Sick leave, with pay, shall be granted in accordance with the provisions of this Article to each employee, when the employee:

a. Is incapacitated for the performance of his/her duties by illness or injury;

b. Is required to give care and attendance to his/her spouse, child, parent or other member of his/her immediate household who is afflicted with a contagious disease;
c. Would jeopardize the health of others by his/her presence on duty because of exposure to a contagious disease;

d. Is required to give bedside or household attention to his/her spouse, child, parent or member of his/her immediate household who is seriously ill.

Section 2
Each employee shall accrue sick leave at the rate of 1.5 days for each month of his/her work year, subject to a maximum of eighteen (18) days per 220-day work year. Sick leave not used shall accumulate and be available for use in succeeding work years, except that an employee shall not be permitted to carry over for use in any succeeding work year an amount in excess of 220 days.

Section 3
Employees may be required to submit medical certificates in support of requests for sick leave.

Section 4
A Professional Employee who is unable to work because of an occupational injury, which is incurred in the course of his/her employment by the Committee and which is compensable under the provisions of the Massachusetts Workers' Compensation Act, shall be compensated during his/her absence from work as follows:

a. Upon his/her written request to the Superintendent, the employee shall be given a grant of seventy-five (75) working days, during which he/she will receive the difference between his/her current salary and the amount received as workers compensation. There will be no charge against his/her sick leave.

b. At the end of the first seventy-five (75) day grant, the employee may request another grant for the same number of days. The Superintendent will review the request and make a determination as to the need for granting it. If it is granted, the employee will continue to receive the difference between his/her current salary and the amount received as workers' compensation. There shall be no charge against his sick leave.

c. If the work year ends prior to the expiration of one of the grants provided for in paragraphs a and b above, the Superintendent will reevaluate the employee's health status prior to the end of the work year and make a determination as to whether the employee shall be granted an additional seventy-five (75) working days in the new work year on the same terms and conditions as set forth above.

**ARTICLE 8: SICK LEAVE BANK**

A voluntary sick leave bank will be in force for the duration of this contract. Employees may voluntarily grant sick leave time accumulated to a fellow bargaining unit member under the following conditions:

a. The granting employee will be allowed to contribute days in excess of 110 days accumulated

b. The granting employee would have to supply a written, signed request for the granting of days to the Personnel Office
ARTICLE 9: LEAVE OF ABSENCE WITH PAY

Section 1: Personal Days
Employees may be granted days off, without loss of pay:

a. On days when they are unable to report for work because of emergency and unavoidable conditions, and
b. To attend to personal matters that cannot be reasonably attended to outside of the normal workday. The number of such days off shall not exceed three (3) in number in any one work year, and such days off shall not be granted on the day before, or the day after, a holiday or a vacation period, except in the case of absences caused by emergent and unavoidable conditions as stated above.

Section 2: Bereavement
Employees may be granted, at the discretion of the Superintendent, without loss of pay, leaves of absence for periods not in excess of five (5) days in the event of death in their immediate families. Immediate family shall include parent, foster parent, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, stepbrother, stepsister, husband, wife, child, foster child, grandchild, grandparent, or any other member of the immediate household. Employees may also be granted leaves of absence for periods not in excess of two (2) days in the event of the death of a non-relative.

Section 3: Military
Employees shall be granted, without loss of pay, leaves of absence for a maximum of seventeen (17) days per work year when called into temporary active duty of the Military Reserves or the National Guard, provided such obligations cannot be fulfilled on days when school is not in session. Employee will be paid the difference between his/her regular pay and the pay which he/she receives from the Federal or State Government during the period of his temporary active duty.

Section 4: Jury Duty
Employees required to perform jury duty shall receive leave with pay for the duration of such duty. The employee will be paid the difference between the jury duty pay, exclusive of mileage and expenses, and his regular compensation. To receive such compensation, the employee must present evidence of the amount of compensation he/she received for jury duty.

ARTICLE 10: LEAVE OF ABSENCE WITHOUT PAY

Section 1: Military
Military leave, without pay, will be granted to an employee who is inducted or enlists in any branch of the Armed Forces of the United States. Upon return from such leave said employee will be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence, subject, however, to a maximum credit of three (3) years.

Section 2: Health
An employee may be granted leaves of absence, without pay or increment, for up to two (2) years for health reasons, for professional improvement, and for such other purposes which, in the opinion of the Superintendent, would result in future benefit to the Attleboro School System.
Section 3
All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return, and he/she will be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

Section 4
An employee who plans to return to duty at the expiration of a leave of absence without pay granted hereunder, shall so notify the Superintendent, in writing, at least ninety (90) calendar days prior to the date he/she plans to return. If the employee fails to give such notice to the Superintendent, or does give such notice and fails to return to duty, he/she shall be deemed to have resigned, and the obligation of the Committee to provide a position for him/her shall cease.

ARTICLE 11: PARENTAL LEAVE

Section 1
A professional employee who has been employed by the Committee for at least three consecutive months may request and shall be granted a parental leave of absence for the purpose of the birth or adoption of a child on the terms and conditions set forth in this Article and, where applicable, consistent with the Family and Medical Leave Act (FMLA) and/or the Massachusetts Parental Leave Act, M.G.L. c. 149, § 105D.

Section 2
Except in the case of an emergency, a request for leave under this Article shall be made in writing to the Superintendent as soon as practicable, and in no case later than two weeks in advance of the commencement of the leave, and shall include the employee’s anticipated date of departure and intention to return.

Section 3
An employee who is pregnant shall be permitted to continue on active duty until so long as she is able to perform the essential duties and responsibilities of her position. At the request of the Superintendent, such employee may be required to submit a certificate from her attending physician attesting to her ability to continue to perform the essential duties of her position, and the employee’s anticipated delivery date.

Section 4
An employee who gives birth may elect to utilize her accumulated sick leave during her period of physical disability. Sick leave shall be paid only during the time period in which a physician certifies the employee to be physically disabled and only to the extent of the number of sick leave days the employee has accumulated.

Section 5
A leave of absence under this Article, except as is otherwise provided herein, shall be for a period of up to two (2) years from the date of its commencement. The employee will be permitted to return to duty either (1) at the beginning of the school year, or (2) at the end of the marking periods established for students at the respective grade levels, or (3) at the end of the December break only in the case of teachers in the elementary schools, or (4) at any other time mutually agreed to in writing by the employee and the Superintendent or his/her designee. In the event an employee’s leave of absence of two (2) years shall expire after one of the said return to duty dates, the leave of absence shall be extended to the next return to duty date to permit the employee’s return to duty at such time. The employee must notify the Superintendent in writing at least
ninety (90) days prior to the date the employee wishes to return and, if the employee utilized sick leave for a period of physical disability during the leave of absence, furnish the Superintendent with a statement from the employee’s physician attesting to the employee’s ability to resume the full performance of the duties and responsibilities of the position. If the employee fails to notify the Superintendent in writing within ninety (90) days prior to the expiration of such leave of the employee’s desire to return to duty or does furnish such written notice and fails to return to duty within two (2) years from the date the leave of absence commenced, unless such leave is extended beyond said two (2) year period as herein provided, the employee shall be deemed to have resigned, and the obligation of the Committee to provide a position for the employee shall cease.

Section 6
All benefits to which the employee was entitled at the time the leave of absence commenced, including any unused accumulated sick leave, shall, except as is otherwise provided herein, be restored to the employee upon the employee’s return to work, and the employee shall be assigned to the same teaching position held at the time such leave commenced, if such position is available or, if it is not available, to a substantially equivalent teaching position. An employee, who at the time said leave commenced was assigned to perform the additional duties of a position described in the Schedule of Supplementary Compensation set forth in said Appendix A, shall have no right to return to such position upon return from leave. The determination as to what constitutes a substantially equivalent position shall be made by the Superintendent in each case. A returning employee shall not advance in increment unless the employee shall have worked at least one hundred (100) days in the school year in which the leave commenced in the Attleboro Public School System or in another school system. The Superintendent shall not be required to restore an employee on parental leave to the employee’s previous or a similar position if other employees of equal length of service credit and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of the parental leave; provided, however, that the employee on parental leave shall retain any preferential consideration for any other position to which the employee may be entitled as of the date the leave commenced.

ARTICLE 12: PERFORMANCE EVALUATION

Section 1
Pertaining to Article 5, Section 2, each employee’s performance in the Attleboro Public School System shall be subject to a yearly performance evaluation by the Principal. Continued employment under this contract shall be subject to said performance evaluation. Inadequate performance consistent with a good cause standard shall be grounds for termination of this Agreement.

Section 2
As used herein, "good cause" shall mean any grounds put forward by the Superintendent which are not arbitrary, irrational, unreasonable, in bad faith, or irrelevant to the sound operation of the school system. No arbitrator may apply a definition of the words "good cause" other than the definition appearing immediately above and arbitral review shall be limited to the question whether such grounds were put forth in good faith.

Section 3
The employee and Principal shall prepare mutually agreed upon performance objectives, the achievement of which shall be considered in the overall performance evaluation. The Principal shall review the employee’s performance in a meeting with the employee by June 1st of each year under this contract. The written evaluation will address the employee’s achievement of
performance objectives and the employee’s performance of his/her responsibilities as defined in the existing job description. The Principles of Effective Leadership prescribed by the Massachusetts Department of Education under the Education Reform Act will also be used to set standards for the written evaluation. The Principal will provide the employee with a signed copy of the evaluation for his/her signature within 14 days of the final evaluation meeting. The employee may respond in writing within 14 days. This response shall be attached to the Principal's evaluation.

Section 4
If a determination is made by the Principal that an employee’s performance is unsatisfactory and puts their future employment with the committee at risk, that determination must be made, in writing, to the employee by no later than February 15th in each year of this agreement. At that time, an action plan will be put in place with measurable goals for improvement. The principal and the employee will meet on or about April 15th to discuss the action plan and the employee’s progress toward those goals. Revisions will be made at this time, if needed.

Section 5
All material related to the employee’s performance that is to be placed in the personnel file shall be signed by the employee, who will have the opportunity to place a written rebuttal in the file.

ARTICLE 13: VACANCIES, PROMOTIONS AND TRANSFERS

The Superintendent reserves the right to transfer employees from one school to another, provided he/she is certified for such an assignment. Any employee whom the Superintendent plans to transfer involuntarily from one school to another, effective at the beginning of the ensuing school year, shall have an opportunity to meet with the Superintendent. At the conference with the Superintendent the plans to transfer the employee, as well as the reasons for such transfer, are to be discussed.

ARTICLE 14: PROTECTION OF EMPLOYEES

Each employee and his/her supervisor shall immediately report all cases of assault suffered by an employee in connection with his/her employment to the Superintendent, who will acknowledge receipt of such report. The report will then be forwarded to the Committee which will comply with any reasonable request from an employee for information in its possession relating to the incident or the persons involved.

ARTICLE 15: PROPERTY DAMAGE

An employee who claims that he/she has sustained damages to his/her clothing or other personal property during the course of his/her employment shall present his/her claim for such damages to the Mayor of the City of Attleboro in accordance with the provisions of Chapter 258 of the Massachusetts General Laws.

ARTICLE 16: PROFESSIONAL DEVELOPMENT

Section 1
The Superintendent may from time to time request or require employees to attend specific educational seminars, workshops, conferences or courses on behalf of the Committee. In such cases, the Committee will pay the expenses incurred by the employee for tuition fees, transportation, and lodging.
Section 2
The Committee shall pay for each Professional Employee an amount not to exceed $500 in each fiscal year for the cost of his/her membership in professional organizations which have been approved in advance by the Superintendent. Payment shall be made upon the presentation to the Superintendent of a statement evidencing the cost to be incurred.

Section 3
The Committee shall pay for or reimburse each Professional Employee an amount not to exceed $900 per course, professional conference, or workshop which grants at least ten (10) professional development points appropriate for re-certification, approved in advance by the Superintendent and which is related to the employee's area of work responsibility. Reimbursement shall be contingent upon the employee obtaining a satisfactory grade or documentation of successful completion in any such course, professional conference, or workshop, according to the standards of the institution and submitting evidence of satisfactory completion to the Superintendent. Notwithstanding the foregoing provisions, the maximum amount to be expended by the Committee for such course, conference, or workshop, reimbursement shall not exceed $6,000 during each year of the Agreement. Each employee shall be encouraged to attend a minimum of one course, workshop, or conference during each year.

ARTICLE 17: GROUP HEALTH INSURANCE

The City of Attleboro will provide employees during the term of this Agreement with a group health insurance plan, including hospital, surgical and medical benefits, and with a group dental plan which are substantially equivalent to that which is being provided on the effective day of this Agreement. The City shall pay seventy-five percent (75%), and the employee shall pay twenty-five percent (25%) of the cost of the premium for said group health insurance plan excluding the group dental plan. The City shall pay fifty percent (50%) of the cost of the premium for the group dental plan.

ARTICLE 18: ANNUITIES

The Committee will, upon the written request of an employee, enter into an agreement with said employee to reduce the amount of his salary to the extent permitted by Section 403 of the Internal Revenue Code, as amended, and to apply the amount of said reduction in salary to the purchase of a tax sheltered annuity plan for said employee, provided, however, the Committee will not purchase any such contracts from more than one insurer unless at least five (5) employees desire to participate with another insurer.

ARTICLE 19: LONGEVITY PAY

Section 1
An employee, who completes the number of years of service indicated below in the employ of the Committee, shall be granted a longevity lump-sum payment in the amount set forth below in the last pay period of the fiscal year in which he/she completes the number of years of service and shall continue to be so paid each year thereafter on the anniversary of such pay period.

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<td>30</td>
<td>$3,200</td>
</tr>
<tr>
<td>35</td>
<td>$3,450</td>
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</tbody>
</table>
Section 2
Any employee that has completed the supplemental longevity payments will be granted a longevity payment of $2,500 per year until they retire or leave the system.

ARTICLE 20: DEDUCTIONS

1. The Committee will at the written request of an employee, made to the Superintendent on a form to be approved by the Committee and the Association, make deductions in the manner provided for herein from the compensation paid to said employee for his/her regular, current and annual dues as members of the Attleboro Public Schools Administrators Association, the Massachusetts Teachers Association, the National Education Association. The total of said payment and said deductions shall be made in twenty (20) or less equal amounts beginning with the second pay day in the month of November or such other date as may be agreed upon by the Association and the Superintendent.

2. Any such authorization made by an association member in accordance with paragraph 1 above may be withdrawn by such employee by giving at least sixty (60) days' notice in writing of such withdrawal to the Superintendent and by filing a copy thereof with the Treasurer of the Association for which such dues deductions were being made. Said authorization, if not previously canceled or revoked, shall be deemed automatically terminated upon the termination of the employment of the employee by whom it was signed.

3. The Association shall certify in writing and submit to the Committee on an annual basis, the amount of its annual dues to be deducted under the provisions of this Article. If the amount of said annual dues is changed, the Association shall certify in writing to the Employer the nature and effective date of the change, at least thirty (30) days prior to the effective date of the change.

4. The Association hereby agrees to hold the Committee harmless from any and all damages or liabilities which may arise from the performance of its obligations under this Article and the Association agrees to indemnify the Committee for any such damages or liabilities which may arise.

ARTICLE 21: REDUCTION IN FORCE AND SENIORITY

1. In the event it becomes necessary for the Committee to reduce the number of professional employees in the bargaining unit because of financial limitations, reasons of economy, decreases in pupil enrollment, changes in curriculum or other similar reasons the procedures set forth in this Article will govern the layoff and recall of employees who are affected by any such reduction.

2. The Committee shall have the sole discretion in determining which position or positions are to be eliminated.

3. In determining which of its employees are to be laid off to accomplish any such reduction in force the Superintendent will take into consideration the qualifications of employees for the position to be eliminated, the quality of past performance of such employees and their seniority as employees of the Committee. Where, in the opinion of the Superintendent, the qualifications and quality of performance of employees are substantially equal, employees
will be laid off in the order of their seniority as employees of the Committee, those with the least seniority to be laid off first. Any grievance arising out of or with respect to the decisions of the Superintendent made under the provisions of this Paragraph 4, other than a grievance arising out of a determination of an employee's seniority, may be processed only through Level Three of the said Grievance Procedure. Level Four of said Grievance Procedure which provides for the submission of a grievance to formal arbitration shall not apply to any such grievance.

4. Seniority as used herein shall mean an employee's continuous length of service in years, months, and days in the bargaining unit. Whenever date of appointment or employment is referred to in this Agreement, it shall mean the date of the professional employee's actual entrance on duty.

   a. Employees shall be credited for seniority purposes up to a maximum of one (1) year with time spent on any leave of absence provided for in this Agreement. Notwithstanding the foregoing sentence, time spent on unpaid leave of absence, except for maternity, paternity, unpaid sick leave, or layoff, shall not count toward the maximum of one-year seniority. Unpaid leaves of absence which do not count toward seniority shall not be deemed to interrupt continuous service.

   b. In cases involving employees who have identical seniority, lots will be drawn, at the time the seniority list is being formulated, by said employees to determine seniority. A seniority list indicating the seniority of each employee in the bargaining unit shall be prepared by the Superintendent by February 1st, or the first workday following, of each school year and forwarded to the Association's President. The list shall be deemed to be accurate unless challenges to its accuracy are submitted to the Superintendent within thirty (30) days from such date.

5. Employees may be laid off at any time during the work year. An employee who is to be laid off during the work year shall be notified in writing of such layoff at least twenty (20) days prior to the effective date of the layoff. An employee who is to be laid off at the end of the work year shall be notified in writing of such layoff within twenty (20) days next following the receipt by the Committee of written notice from the Mayor of final approval of the Committee's fiscal year budget or by June 15th of the work year, whichever is earlier.

6. Normal attrition will be used whereby administrative personnel who retire or resign will not be replaced if there are administrator(s) available who are certified for such positions and who would otherwise be subject to layoff. Said administrator(s) who are subject to layoff shall be offered the next closest administrative position for which they are certified and for which they meet the job description. Bargaining unit members who had previously attained Professional Teacher Status in the Attleboro Public Schools as a member of the Attleboro Education Association will be permitted to return to an open teaching position for which they are qualified. The bargaining unit member will be forfeiting his/her recall rights and will be placed on the AEA salary scale as appropriate based on education and years of service.

7. As a matter of clarification, so long as there are administrators subject to layoff who meet the requirement to fill other administrative positions, vacancies in administrative positions need not be posted.
8. In the event that layoffs are necessary, "acting" administrators who are filling in for administrators on leave of absence or for other reasons, will be laid off first. In no instance will a RIF situation create a promotional opportunity (i.e. bumping upwards).

9. An employee who has been laid off shall be entitled to recall rights, in the inverse order of the employee's layoff, to a position for which he/she is qualified, and which is to be filled on a full-time basis, as herein defined, for a period of two (2) years, except as is otherwise provided herein, from the effective date of the employee's layoff.

The recall list for an administrative position shall consist of any administrator who has been laid-off or demoted from such position.

An employee who is being given an offer of recall will be contacted by phone and by certified mail, addressed to the last address on record. Failure to accept Certified Mail shall not be deemed sufficient reason for failing to meet the necessary response date. Failure to respond to the Superintendent of Schools with a letter of acceptance of the offered position within fourteen (14) calendar days of the mailing date shall be considered a rejection of such offer, and the administrator shall be dropped from the recall list. If the certified letter is returned to the Superintendent unclaimed, such will constitute a refusal of the offer of recall. An employee's failure to so notify the Superintendent of acceptance of any such offer or failure, after accepting any such offer, to report for duty on the date indicated shall terminate his/her recall rights, notwithstanding the fact that the two (2) year period has not expired.

It shall be the responsibility of the personnel on the recall list to inform the Office of the Superintendent of Schools, in writing, of changes of address. Administrators on the recall list shall have priority in filling vacancies as herein before set-forth. No new personnel shall be hired to fill such vacancies until all appropriate administrators on the recall list have been offered the vacancy pursuant to the provisions of this Article.

10. Employees who are laid off may continue for the periods and on the conditions indicated herein the group health and life insurance coverage, which is provided to members of the bargaining unit, by paying the full amount of the premium for such insurance to the City Treasurer. Employees may continue such insurance coverage during the said two (2) year period for which they are eligible for recall. In the event any such employee fails to make payment of said premium or refuses any offer of recall during said two (2) year period, as the case may be, the employee's option to continue such insurance coverage shall terminate.

11. An employee, who is recalled within said two (2) year period, shall have restored to them all benefits the employee had accumulated at the time of their layoff.

12. Administrators laid off during the school year, upon return, will be placed on the next step of the salary schedule if they had served for a minimum of one hundred (100) days during the year of layoff. Administrators filling temporary vacancies at the time of layoff due to reduction in force, shall have no recall rights to that temporary position.

13. The specific procedures provided in Chapter 71 of the General Laws of Massachusetts for accomplishing the layoff of certain categories of employees will be adhered to by the Committee. Nothing in this Article shall be deemed to limit any of the rights granted to employees under the provisions of said Chapter 71.
14. The provisions of this Article shall not apply to the termination of the employment of a Professional Employee for any reason other than the reasons specified in Paragraph 1 hereof

**ARTICLE 22: SCOPE OF AGREEMENT**

Section 1
The Committee and the Association agree that during the term of this Agreement all matters and issues pertaining to salaries, wages and hours and conditions of employment of said employees shall be governed exclusively by and limited to the terms and provisions of this Agreement.

Section 2
The provisions of this Agreement supersede all conflicting policies and directives of the Committee. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Committee's direction and control and shall not be the subject of negotiations until the commencement of negotiations for a successor agreement.

Section 3
No addition to, alteration, modification, or waiver of any of the terms or provisions of this Agreement shall be valid, binding, or of any force or effect, unless it is made in writing and executed by the Committee and the Association.

Section 4
The failure by the Committee or by the Association in one or more instances to observe or enforce any provisions of this Agreement shall not be construed to be a waiver of said provision.

Section 5
If any provision of this Agreement or any application of the Agreement to any employee or any group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**ARTICLE 23: DURATION**

This contract between the Attleboro Public School Administrators’ Association and the Attleboro School Department embodies the Association’s terms of employment. There are no other inducements, promises, or obligations other than those contained herein. This supersedes all prior agreements between the parties. This Employment Agreement may not be changed except by agreement in writing signed by both parties. If any paragraph, part, or rider of this Agreement is invalid, the remainder shall continue in full force and effect.

This contract is in force for the period of three (3) years (July 1, 2020 through June 30, 2023) consistent with all applicable provisions of law including but not limited to Massachusetts General Laws Chapter 71, Section 41 as amended by Section 43 of the Acts of 1993 and Section 59B as amended by Section 53 of the Acts of 1993.

IN WITNESS WHEREOF, the Committee has caused this amended Agreement to be signed in its name and behalf by its Chairperson, hereto duly authorized, and the Association has caused this Agreement to be signed in its name and behalf by its President, hereto duly authorized, on the day and year first above written.
FOR:

ATTLEBORO SCHOOL COMMITTEE

By: [Signature]
Stephen K. Withers, Jr., Chairperson

ATTLEBORO PUBLIC SCHOOL ADMINISTRATORS' ASSOCIATION

By: [Signature]
Doug Heal, President
APPENDIX A

**Starting Salaries for Association Members as of July 1, 2020**

<table>
<thead>
<tr>
<th></th>
<th>Elementary School</th>
<th>Middle School</th>
<th>High School</th>
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<tbody>
<tr>
<td>FY 21</td>
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<tr>
<td>FY 23</td>
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<td>$111,851</td>
<td>$115,843</td>
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All current bargaining unit members will receive a 2% increase to their salary on July 1, 2021 and on July 1, 2022. This increase shall not apply to the above listed starting salaries.