
AGREEMENT WITH
SCHOOL COMMITTEE OF THE CITY OF
ATTLEBORO
AND ATTLEBORO EDUCATION
ASSOCIATION

2023-2026 Contract

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AGREEMENT

THIS AGREEMENT made and entered into on July 1, 2023 by and between the School Committee of the City of Attleboro, hereinafter referred to as the "Committee," and the Attleboro Education Association, an affiliate of the Massachusetts Teachers Association and the National Education Association, hereinafter referred to as the "Association."

ARTICLE 1 PREAMBLE

Recognizing that the prime purpose of the Committee and the professional 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 professional employees is essential to the achievement of that purpose; the parties hereto agree and declare as follows:

1. 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 may, subject to this Agreement, exercise the same at its discretion.
2. The Superintendent of Schools hereinafter referred to as the "Superintendent," as the chief executive officer of the school district, 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.
3. The said professional employees have responsibility for providing in the schools, education of the highest possible quality.
4. 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 professional employees in the formulation and application of policies relating to wages, hours, and other conditions of employment for said professional employees.

ARTICLE 2 RECOGNITION

For the purpose of collective bargaining with respect to wages, hours and other conditions of employment and the negotiation of collective bargaining agreements and any questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of all full-time and regular part-time professional employees employed by the Committee, including teachers, evening school teachers, summer school teachers, summer

workshop teachers, nurses, coordinator of summer/evening school, Director of Summer Schools, coordinators, guidance counselors, related service providers, school adjustment counselors, school psychologists, Board Certified Behavioral Analysts, school librarians, department heads, instructional leaders, coordinators of special subjects, Student Service Directors, coaches, Athletic Business and Events Manager, Student Support Services and Transition Specialist, club advisors, high school band director, drill instructors, but excluding the Superintendent of Schools, Assistant Superintendent of Schools, Director of Special Education, Director of Student Services, Director of External Engagement, Director of Human Resources, Director of Finance and Controller, Director of Education Technology, Principals, Assistant Principals, Associate Principal, Director of Career and Technical Education in a Comprehensive High School, Director of Continuing and Community Education, Director of Technology and Management Information Services, Director of Professional Development, school physicians, substitute teachers, home instructors, tutors, and all other managerial, confidential, and other employees.

1. Notwithstanding the above inclusions, any employee whose title is listed in Appendix A, Section 2 - Schedule of Supplementary Compensation, Coaching Positions, etc. and who does not also hold one of the other titles listed in the inclusions above shall be covered by this Agreement solely for the purpose of wages as set forth in said Appendices.
2. Regular part-time employees shall include only those professional employees who work a regular tour-of-duty each work week which is less than that worked by full-time employees.
3. Nothing in this Agreement shall be deemed to limit any of the rights offered employees and their exclusive representative under the provisions of Chapter 150E of the General Laws of Massachusetts.

ARTICLE 3 NEGOTIATION PROCEDURE

For the purposes of collective bargaining, the Negotiation 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 meetings, both parties shall provide relevant data, exchange points of view, and make proposals and counterproposals.

ARTICLE 4 LEADERSHIP ADVISORY BOARD

The Committee and the Association are committed to pursuing a collaborative relationship through the Leadership Advisory Board (LAB@APS), a contractual mechanism, by which district-wide decisions will be made to support the continuous improvement of all students in the Attleboro Public Schools System.

1. The partners will work together through consensus-building within a formal process laid out by the LAB members that provides real opportunities to shape the future of the district through a commitment to respectfully:
 - a. address and resolve areas of concern,
 - b. identify opportunities for improvement,
 - c. propose and implement solutions, and
 - d. evaluate outcomes.
2. Both parties enter into this arrangement with a sincere commitment and understanding of the time commitment, personal involvement, hard work, and dedication required for this new, more collaborative approach toward school governance. A system-wide commitment by all parties is made to foster an organizational culture of respect with accountability at all levels of the organization.
3. The authority of the LAB@APS, as well as details about its structure, membership, selection, rules for governance, and any other relevant information are specified in the document *The Leadership Advisory Board*, changes to which are subject to the oversight of the LAB.

ARTICLE 5 GRIEVANCE PROCEDURE

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.
- E. **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 PROFESSIONAL EMPLOYEE EVALUATION

1. The performance of each professional employee shall be evaluated from time to time by their supervisors in accordance with the evaluation process set forth in the document, entitled *Professional Employees Supervision and Evaluation System*. Any changes in said evaluation process shall be the subject of bargaining between the Committee and the Association.

2. Complaints received by supervisory or administrative personnel concerning a professional employee, which may have an adverse effect on the said employee's evaluation, will be promptly brought to the attention of the professional employee. Any written report of a professional employee's performance shall be discussed by the supervisor with such employee as soon as practical after the completion of such report and prior to its submission to the Superintendent for filing in the employee's personnel file. The professional employee's signature on said report shall not necessarily mean that they agree with the report. The professional employee shall also have the right to answer any such report in writing. The answer shall be submitted through their supervisor to the Superintendent and shall be attached to the evaluation report and filed in their personnel file.
3. All monitoring or observation of the work performance of a professional employee will be conducted openly and with the full knowledge of such employee.
4. A copy of the *Professional Employees Supervision and Evaluation System* will be available to all staff on the Attleboro Public Schools' website.
5. The parties acknowledge their shared commitment to continuing the work begun by the Educator Evaluation Subcommittee to develop a Peer Assistance and Review (PAR) program as a component of the Educator Evaluation System. To that end, the parties authorize the LAB to continue to develop the PAR program, based on the recommendations of the Educator Evaluation Subcommittee, with the goal of implementing a pilot of the PAR program, on terms to be agreed upon through the LAB, prior to the parties' successor contract negotiations. It is understood that any permanent changes to the Educator Evaluation System remain subject to ratification by the full membership of the Committee and the Association.

ARTICLE 7 ADVERSE ACTIONS

1. No adverse action, as hereinafter defined, shall be taken against any professional employee for disciplinary or other reasons without good or just cause. For the purpose of this Agreement the term "adverse action" shall mean only the following types of action:
 - A. **Admonishment:** An admonishment is a disciplinary action taken against a professional employee by the appropriate supervisory official for some infraction which is not of a serious nature. An admonishment may be oral or in writing.
 - B. **Reprimand:** A reprimand is a statement of official censure in a formal letter to the professional employee from the Superintendent or their designee for a serious violation.
 - C. **Suspension:** Suspension is an enforced temporary non-pay status and absence from duty of a professional employee directed by the Committee for disciplinary reasons. The professional employee will be given written notice of the suspension and the reasons, therefore.

- D. **Demotion:** Demotion, except as is otherwise provided herein, is a change from one position to another position lower in rank or compensation, imposed for disciplinary reasons or reasons of inefficiency. The term "demotion" as used herein shall not include any action taken by the Superintendent in not reappointing a professional employee to a position or positions described in the Schedule of Supplementary Compensation set forth in Appendix A attached hereto, assignments to such positions being made for one school year only in accordance with the provisions of Article 15 Paragraph 1, hereof. The professional employee will be given written notice of the demotion and the reasons, therefore.
- E. **Dismissal:** Dismissal, except as provided herein, is the dismissal of an employee from the employ of the Committee for disciplinary reasons, for reasons of efficiency or incapacity, or for any other just cause. It is understood that should the grievance procedure be chosen as the process for challenging a dismissal or any "adverse action" under this Article, Level Three of the grievance procedure (i.e., the School Committee Level) will be bypassed. The term dismissal as used herein shall not include the dismissal of a professional employee who has not been teaching in the Attleboro Public Schools for more than ninety (90) days and shall not include any administrative action in not renewing the contract of a professional employee who has not been granted professional teacher status. Said *dismissal* of such professional employee and the action in not renewing the contract of such employee shall not be considered as "adverse action" as defined herein.
2. It is recognized that Chapter 71 of the General Laws of Massachusetts provides specific procedures which must be adhered to in taking the adverse actions of demotion, suspension, and dismissal against certain categories of professional employees. The professional employee, against whom any such adverse action is taken, may elect to have such action resolved by following the specific procedures provided for in the General Laws or by bringing a grievance under the Grievance Procedure set forth in Article 6 of this Agreement. The procedure elected by the professional employee for resolution of the adverse action shall be the exclusive procedure for resolving the action.
3. In recognition of the fact that certain positions within the bargaining unit, including Board Certified Behavior Analysts (BCBA) are not currently eligible to obtain professional teacher status under M.G.L. c. 71, the parties hereby agree as follows with respect to these positions:
- A. During their first three (3) consecutive full school years of service, employees who are not eligible to obtain professional teacher status will be subject to annual renewal or non-renewal of their employment on the same basis as teachers. After any such employee has served for three (3) consecutive full school years and has been rehired for a fourth (4th) school year, he/she will be regarded as a permanent employee who is no longer subject to annual appointment provided that he/she was properly licensed

and, if applicable, certified for that entire prior three (3) year period.

- B. Employees referenced in Paragraph 3.A. shall have their performance evaluated on the same schedule and with the same frequency as all other members of the bargaining unit with the same level of experience in the Attleboro Public Schools.

**ARTICLE 8
PROFESSIONAL EMPLOYEE PERSONNEL FILES**

1. Each professional employee shall have the right to review the contents of their personnel file. Within five (5) working days of the receipt of written request, a professional employee will be permitted at a time designated by the Superintendent or designee to inspect and make copies of their personnel folders, files, cards, and records. In designating the time for such inspection and copying, the Superintendent or designee will give consideration to the imperativeness of the employee's request. The costs of copying shall be incurred by the professional employee. The professional employee may have a representative of the Association present during a review of their files.
2. No material which is in any way derogatory to a professional employee, except any confidential material which may be received prior to said employee's employment, shall be placed in their personnel file before having had the opportunity to review such material and reply thereto and unless the material has been substantiated in fact. The professional employee shall acknowledge that they have reviewed such material by signing their name to the copy to be filed in their personnel file. The professional employee's signature shall in no way mean that the employee agrees with the contents of any such material. The professional employee shall also have the right to answer any such material in writing. The answer shall be submitted to the Superintendent for review and shall be attached to the material to which it is in answer and filed in the employee's personnel file.

**ARTICLE 9
ASSIGNMENTS, VACANCIES, AND TRANSFERS**

1. Professional employees shall normally be notified of their programs and school assignments no later than three (3) days before the end of the previous school year. The Administration reserves the right, however, to make, from time to time, such changes in the program and school assignment of any professional employee as it considers necessary or desirable to bring about the most efficient and effective operation of the schools.
2. In order to assure that pupils are taught by teachers working within their area of competence, professional employees normally will not be assigned outside the scope of their teaching certificates and/or their major or minor field of study.
3. Notice of vacancies in positions at the classroom level and in non-supervisory positions listed in Appendix A on the Schedule of Supplementary Compensation shall be posted on the district's website and on an electronic application website designated by the district one time

per week. The notice of vacancies provided for herein shall indicate the date within which applications should be filed with the Superintendent. Except in the case of emergency, said date shall not be less than seven (7) days from the date of the posting of the notice of vacancy, as described above. Professional employees who desire to apply for any such position shall submit their applications in writing to the Superintendent within the time limit specified in said notice. In addition to the giving of said notice, the Committee may give notice of such vacant positions and seek applicants in such other ways as it considers necessary.

4. In addition to the provisions set forth in Paragraph 3 for the filling of vacant positions at the classroom level, professional employees who desire a change in grade and/or subject assignment, hereinafter referred to as "reassignment," or who desire a transfer from one school to another, shall file a written statement of such desire with the Superintendent no later than the March 15 immediately prior to the school year for which such reassignment or transfer is desired. Such statement shall include the grade and/or subject to which the professional employee desires to be reassigned, the school or schools to which said employee desires to be transferred in the order of preference, and the reason or reasons for such reassignment or transfer.
5. In making reassignments and transfers, the Superintendent will give consideration to the desires of the professional employee, to said employee's area of competence, major and/or minor field of study, quality of performance and length of service in the Attleboro School Department and to the needs of said Department. An involuntary reassignment or transfer will be made only after a meeting between the professional employee involved and the Superintendent or designee, at which time the employee will be notified of the reasons in writing for the reassignment or transfer. An involuntary reassignment or transfer of an employee shall mean a reassignment or transfer of an employee which is not initiated or agreed to by the employee but is directed by the Superintendent.
6. Written notice of the filling of any such vacant position or of the decision not to fill the position, as the case may be, will be given to all professional employees who made written application for the position. Such notice will normally be given within sixty (60) days after notice of the vacancy is posted.
7. Any grievance arising out of or with respect to the decisions made hereunder in filling vacant positions at the classroom level and in making assignments, reassignments and transfers of its professional employees may be processed only through Level Three of the Grievance Procedure set forth in Article 6 of this Agreement. Level Four of said Grievance Procedure, which provides for the submission of a grievance to formal arbitration, shall not apply to any such grievance.
8. For building-to-building moves by the entire staff of a building, arrangements will be made on a case-by-case basis, with the parties meeting to discuss the arrangements at least three (3) months in advance.

9. At least five (5) days prior to the end of the school year, teachers will be informed of their room assignment(s) for the following school year. In the event that something unforeseen occurs after that point, the parties agree that reassignments may be made, but with the teacher being given as much notice as possible concerning the change in assignment and reasonable assistance in making the physical move.
10. Teachers who are involuntarily transferred between buildings will be afforded seven (7) hours of time during a workday for purposes of packing and moving.

ARTICLE 10 PROMOTIONS

1. Notice of vacancies in positions in at the classroom level and in non-supervisory positions listed in Appendix A on the Schedule of Supplementary Compensation shall be posted on the district's website and on an electronic application website designated by the district one time per week. The notice of vacancies provided for herein shall indicate the date within which applications should be filed with the Superintendent. Except in the case of emergency, said date shall not be less than seven (7) days from the date of posting of the notice of vacancy, as described above, Professional employees who desire to apply for any such position shall submit their applications in writing to the Superintendent within the time limit specified in said notice. In addition to giving of said notice, the Committee may give notice of such vacant positions and seek applicants in such other ways as it considers necessary.
2. Promotional positions shall include all coordinator positions listed in Appendix A on the Schedule of Supplementary Compensation, all positions outside the bargaining unit at the administrative and/or supervisory levels which are to be filled by the Superintendent for a period of at least one hundred (100) days, and all coordinator or administrative internships established by the Superintendent. The written notice shall set forth the qualifications, duties, and compensation rate for the position and the date within which applications should be filed with the Superintendent. Except in case of emergency, such date shall not be less than seven (7) days from the date of the emailing of notice of vacancy, as described in Section 1. Professional employees who desire to apply for any such position vacancy shall submit their applications, in writing, to the Superintendent within the time limit specified in said notice.
3. In addition to the giving of written notice in the manner indicated above, the Superintendent may give notice of vacancies in such positions and seek applicants in such other ways as considered necessary.
4. In filling vacancies for promotional positions, the Superintendent will give primary consideration to the applicant's qualifications for the position. Where, in the opinion of the Superintendent, the qualifications of applicants are substantially equal, preference will be given to employees of the Committee on the basis of their seniority as such employees. Any grievance arising out of or with respect to the decisions of the Superintendent made

hereunder in filling promotional positions may be processed only through Level Three of the Grievance Procedure set forth in Article 5 of this Agreement. Level Four of said Grievance Procedure, which provides for the submission of a grievance to formal arbitration shall not apply to any such grievance.

5. Written notice of the filling of any such vacant position or of the decision not to fill the position, as the case may be, will be given to all professional employees who made written application for the position. Such notice will normally be given within sixty (60) days after notice of the vacancy is posted.

ARTICLE 11 WORK YEAR, WORKDAY, AND WORKLOAD

1. The work year of all professional employees, except as is otherwise provided herein, shall begin no earlier than August 25, and shall terminate not later than June 30 in the following calendar year and shall consist of one hundred eighty-three (183) workdays. The Friday before Labor Day shall not be a workday. A workday is defined as a day when the attendance of all professional employees is required. The first day of the work year will be a professional development day. In addition to the one hundred-eighty (180) student days, there will be a total of three (3) required professional development days.

Effective for the 2025-2026 school year, one additional professional development day shall be added to the work year of all professional employees, resulting in a work year of one hundred eight-four (184) workdays. Professional employees shall be permitted to use half of the day on the first workday of the year for classroom setup. Employees whose work year exceeds the work year of other professional employees, as provided in another Section of this Article, shall continue to work the same number of additional work days beyond the regular work year for professional employees (e.g., the work year for Guidance Counselors shall increase from one hundred eighty-nine (189) to one hundred ninety (190)).

2. In addition to said workdays, new employees in the Attleboro School System shall attend three (3) orientation days. Said days can be converted to an equivalent number of hours of workshops to be held before or during the school year. Said additional orientation days shall not be included in the said work year. Notification of the orientation day schedule for new employees will be given to the employees by August 15 or at the time of hire, whichever is later. Notification of the workshop schedule for new employees will be given to the employees by the first regular school day.

Workdays on which school is canceled because of weather or other unforeseen conditions or because professional employees are engaged in a strike against the Committee shall be made up. The school calendar is set forth in Appendix B, which is attached hereto and made a part hereof.

3. The work year of Guidance Counselors, the Student Support Services and Transition

Specialist, and the Student Services Coordinator shall consist of one hundred eighty-nine (189) work days, to be comprised of the one hundred eighty-three (183) work days that all other professional employees are required to be in attendance at school, plus six (6) additional work days. For the Student Support Services and Transition Specialist and the Student Services Coordinator, the six (6) additional days shall be the three (3) work days immediately prior to the beginning of said work year of all other professional employees, and three (3) work days immediately after the end of said work year. For Guidance Counselors, the six (6) additional work days will be the two (2) work days immediately after the end of the work year of all other professional employees, and four (4) work days prior to the start of the student school year. These four (4) work days will be scheduled by agreement of the employee and their building principal, and one (1) of the four (4) work days may be divided into two (2) half-days for afternoon/evening family engagement. Guidance Counselors, the Student Support Services and Transition Specialist, and the Student Service Coordinators will be paid for such six (6) additional workdays at their daily rate of compensation as is provided for in Paragraph 10 of this Article. If a building principal desires that a Guidance Counselor work additional days during the summer beyond those listed in this paragraph, the building principal will make every effort to make a request for such additional days to the Guidance Counselor by the last day of the school year. Any additional summer days worked by a Guidance Counselor for the purpose of scheduling work shall be paid at the Guidance Counselor's daily rate of compensation as provided in Paragraph 9 of this Article.

The work year of Adjustment Counselors shall consist of one hundred eighty-six (186) workdays, to be comprised of the one hundred eighty-three (183) workdays that all other professional employees are required to be in attendance at school, two (2) workdays prior to the beginning of said work year of all other professional employees, and one (1) workday after the end of the work year, to be completed by June 30. Adjustment Counselors will be paid for such three (3) additional workdays at their daily rate of compensation as is provided for in Paragraph 9 of this Article.

The work year of Team Facilitators shall consist of one hundred eighty-eight (188) workdays, to be comprised of the one hundred eighty-three (183) workdays that all other professional employees are required to be in attendance at school, three (3) workdays immediately prior to the beginning of said work year of all other professional employees, and two (2) workdays immediately after the end of said work year. Team Facilitators will be paid for such five (5) additional workdays in accordance with Appendix A.

4. The Nurses' work year will coincide with the teachers' work year of one hundred eighty-three (183) days. In addition, Nurses shall work three (3) days beyond one hundred eighty-three (183) days, one (1) day after and two (2) days before. The Nurse Coordinator shall work no less than three (3) days prior to the beginning of the teachers' work year and no less than two (2) days after said work year.
5. Except as is otherwise provided in this Article, the regular workday of professional

employees in all levels of the school system shall consist of seven (7) hours and ten (10) minutes.

The expectation will be that all professional employees will make themselves available for student support after the end of the student-instructional school day when the need arises.

The length of time of such workdays shall be consecutive. Professional employees, except those who are assigned to the performance of supervisory duties, shall be permitted to leave after the buses leave, at the school to which they are assigned.

On days when the opening of school is delayed, professional employees will have their normal reporting time moved back by a time period equal to the delay without loss of pay.

Professional employees, in emergency situations which result in the early dismissal of pupils, and which also endanger the health and safety of professional employees, may be excused without loss of pay at the time of the completion of supervisory duties to which they may be assigned on such days.

6. In addition to the regular workday provided for in Paragraph 5 above, professional employees shall attend and participate in such afternoon meetings or conferences related to the educational programs the Superintendent or designee may direct, provided, however, that the number of such meetings or conferences held during the school year shall not exceed ten (10) with an additional three (3) hours of unscheduled directed time for district and building tasks. The length of any such meeting or conference shall not exceed more than one hour beyond the end of the regular workday.

Professional employees will be given, at least one (1) week prior to the holding of any such meeting or conference, a written notice of the date. At least two (2) school days prior to the meeting, professional employees will be sent a written agenda for the meeting or conference. Such written notice and/or agenda may be sent by e-mail.

7. The parties agree that family, community, and staff engagement in education is critical for student success. Professional employees shall be required to attend and participate in four (4) after school or evening meetings or events per school year. In elementary and middle school, three (3) of the meetings are designated for parent conferences and Back to School Night. At the high school, two (2) meetings/events are designated for Back-to-School Night and one night of parent conferences. The remaining one (1) meeting/event at the elementary and middle school, and two (2) meetings/events at the high school, will be selected by the employee by the end of September from a list of all school/building related events. The meeting(s) or event(s) selected can be related to the grade level, content area, and/or interest of the employee. Meetings/events shall not exceed two (2) hours in duration. Upon the request of an employee, a Principal may approve the replacement of a required event with another event of the employee's choosing, where the Principal determines that doing so is in the best interests of the school.

On days when employees are required to attend such after-school meetings or events, they will be permitted to leave at the end of the pupil's day at the school to which they are assigned unless they are assigned to the performance of supervisory duties. Those employees assigned to supervisory duties will be permitted to leave at the completion of such supervisory duties. Attendance of employees at other school events, such as social and athletic events, is encouraged and will be optional with each employee.

8. In addition to the regular workday provided for in Section 5 above, professional employees assigned to perform the duties of positions of Content Coordinators and other Coordinators shall be required to attend and participate in such afternoon and evening meetings or conferences related to the educational program as the Superintendent, their designee, or the Principal may direct.
9. Professional employees, except as is otherwise provided herein, whose work year under express provisions of this Article exceeds the length of the work year established for all professional employees in Paragraph 1 of this Article, shall be compensated for each additional day worked beyond said work year established in Paragraph 1 at the employee's daily rate of compensation, determined by dividing their annual rate of compensation, exclusive of any compensation the employee receives under the Schedule of Supplementary Compensation set forth in Appendix A attached hereto, by the number of work days in the work year established in said Paragraph 1 hereof.
10. All professional employees shall have a duty-free lunch period of at least twenty (20) consecutive minutes in each day.
11. High school teachers will not be required to teach more than three (3) preps* per trimester nor more than five (5) different classes overall unless the administration receives a written waiver from the teacher in question. Non- PTS teachers will not teach more than three (3) preps per trimester and no more than five (5) different classes over the entire year.

Hybrid teachers (defined as those teachers assigned to teach in both the high school day program and the ACA) will be subject to the same limitations on number of preps during the day program trimesters, unless administration receives a written waiver from the teacher in question. Hybrid teachers may be assigned one additional prep during the time following the end of the ACA third trimester through the end of the school year (the so-called, "J-mester").

12. Educators shall have planning period(s) during each regular school day during which they will not be assigned other duties as follows:
 - A. Elementary educators will receive one (1) 57-minute planning period per day and one (1) additional 57- minute planning period on one day per week. Once every two weeks, 40 minutes of this planning time may be used by principals for the purpose of building/team meetings.

- B. Middle school educators shall have one (1) daily self-directed planning period of the thirty (30) instructional periods per week, with one (1) additional collaborative planning period per week. Up to two (2) collaborative planning periods per month shall be at the discretion of the administration.
- C. The high school is on a trimester schedule. Half of a planning period, up two (2) times per month, shall be a collaborative planning period at the discretion of the administration.

Historically, there have been six (6) early release days in connection to the end of the trimesters. On each of these days, regardless of their placement in the trimester, the time after students leave until the end of the scheduled day shall be considered a planning period for all AEA high school members. At the end of each school year, a High School Professional Development group of three (3) AEA High School members, nominated by the AEA, and three (3) members of administration shall meet to determine the professional development needs and best use of end of trimester days at the high school for the subsequent year. This group, as a collaboration of administration and staff, shall have the opportunity to propose professional development utilizing up to one (1) of these planning periods in each of the first two trimesters for necessary professional development, providing that planning period is not on the last day of the trimester. In order to utilize this time for Professional Development, the collaborative High School Professional Development group must notify the AEA and the District of its intent to do so and the intended professional development in writing at least four (4) weeks prior to the first day of school of the school year in question.

- 13. The Superintendent, to the extent possible, will employ substitute teachers to fill the temporary absences of classroom teachers.
 - A. When an absence occurs and no substitute teacher can be obtained or when in the opinion of the Principal of the school, the employment of a substitute teacher is not warranted, a regular teacher may be assigned during their non-teaching time to teach or supervise the class of the absent teacher. An absence which, in the opinion of the Principal, does not warrant the employment of a substitute teacher shall be as follows:
 - i. temporary absences which occur after the start of the workday
 - ii. teachers engaged only in interdisciplinary instruction
 - iii. teachers assigned to the Title 1 program
 - B. A teacher for the purpose of this Paragraph shall not include department heads, content coordinators, coordinators of special subjects, middle school instructional

leaders, school psychologists, guidance counselors, school adjustment counselors, speech therapists, educational diagnosticians, and coordinators. Non-teaching time for the purpose of this Paragraph shall mean the time period when the regular teacher is not engaged in teaching a regularly scheduled instructional period or is not engaged in interdisciplinary instruction.

- C. Teachers assigned to teach under the provisions of this Article and who may voluntarily forfeit their daily planning period to substitute shall receive additional compensation at the rate of \$31.00 per hour, prorated based on the length of the period. No teacher shall be assigned to cover more than one class at any one time.
 - D. No position vacancy will be filled by a substitute teacher or teachers for a period in excess of one hundred (100) consecutive workdays. If the vacant position is to be filled beyond that period of time, it will be filled by the appointment of a regular teacher in accordance with and subject to the provisions of this Agreement.
 - a. The association member agrees to assume, in addition to their regular teaching assignment, the long term to teaching coverage for an additional class, where coverage will be needed for more than 10 days and when the need for coverage arises from a leave or vacancy. While performing this long-term teaching coverage assignment, Association members will be responsible for lesson plans, instruction, and grading of the additional class, to the same extent as required for classes in their regular class load.
 - b. During the length of the long-term teaching coverage assignment described in Paragraph 1, the association member will forfeit their daily planning period provided under Article 11, Section 13 of the contract.
 - c. Notwithstanding the provisions of Article 11, Section 14 of the contract, in recognition of the additional work associated with the long-term teaching coverage assignments, the association member will be provided with additional compensation in the amount of one-third (1/3) of their per diem rate of pay, for the 4 block days when the class meets and one sixth (1/6) of their per diem rate on an 8 block day.
14. Class size as used herein shall mean the number of students for whom a teacher is instructionally responsible during each instructional time period.
- A. Subject to physical and budgetary limitations and except as is otherwise provided herein, the class size of teachers shall not exceed the following limits:
 - i. Kindergarten - twenty-five (25) students.
 - ii. Grade 1 - twenty-six (26) students.
 - iii. Grades 2 through 12 - twenty-eight (28) students.

If a class exceeds the above-referenced limits, an attempt will be made to reduce such class in accordance with said limits. Class size limitations shall be applicable to all courses of study except physical education, chorus, orchestra,

band, drama, and other performing arts.

- B. The class size for courses in physical education in the elementary schools shall not exceed thirty (30) students and in the middle and high schools shall not exceed thirty-five (35) students. With respect to such other courses of study the Committee will, subject to physical and budgetary limitations, make every effort to provide desirable and workable class sizes. The foregoing class sizes shall also be subject to any innovations and educational changes which make such teacher-student ratios inapplicable, e.g., Humanities or Team-taught classes.
 - C. High school teachers will be required to teach six (6) classes out of eight (8) periods. One (1) of the two (2) unassigned blocks for planning time will be scheduled for each day in the schedule.
 - D. With the exception of physical education, chorus, orchestra, band, drama and other performing arts, no class size will exceed twenty-eight (28) students. Health class will now be considered an academic class falling under the twenty-eight (28) student max.
 - E. The class size limit of twenty-eight (28) students per class will continue to apply to Exploratory teachers when teaching non-Exploratory classes.
 - F. In the event a high school or middle school teacher is assigned a class with a number of students in excess of the above referenced class size limitations, an overage bonus will be paid to the teacher. The amount to be paid will be fifty dollars (\$50.00) per student, per class, over the limit. Overage will be determined over any 20-day period per trimester as evidenced by ASPEN.
 - G. In the event an elementary school teacher is assigned a class with a number of students in excess of the above referenced class size limitations, an overage bonus will be paid to the teacher. The amount to be paid will be one hundred (\$100.00) per student, over the limit. Overage will be determined over any 20- day period per trimester as evidenced by ASPEN.
15. Employees who are members of the Board of Directors of the Association will be permitted to leave their school at the end of the students' day in time to attend the monthly meeting of the Board, which will be scheduled to begin no earlier than 3:30p.m. In addition, the Chairperson of the Association's Grievance Committee will be permitted to leave their school at the end of the students' day to attend scheduled grievance hearings.
16. The provisions of this article apply equally to all professional employees, including all special educators. Educators not assigned as classroom teachers are afforded the same preparation time and duty-free lunch as classroom teachers. This is time free from administrative direction to be used at the discretion of the educator to complete professional responsibilities. The remainder of the workday is dedicated to direct student supports, including evaluations, team

meetings, and required service delivery, all of which needs to be developed into a weekly schedule. Service delivery should be provided in the classroom and/or small group to the greatest extent possible to ensure access to the general education curriculum in the least restrictive environment. As some of these responsibilities do not occur in a weekly fashion, enough time must be devoted each week to cover an adequate portion of the total annual time required for them. The intention of any unutilized time in a given week will be covering the additional time that may have been needed in a subsequent week to perform such responsibilities. To not only ensure that the workloads assigned to each professional employee are manageable, but also to assist the administration in the equitable distribution of staffing resources across the district, all educators assigned to roles which include the delivery of Special Education services will submit their weekly schedule to their principals by September 15 of each year. Educators who have any concerns about their schedule will meet with their principal by that same date to discuss the issue. If the Principal and educator cannot resolve the concern, then the Principal will submit the issue to the Director of Special Education for further consideration and decision.

Throughout the year workloads for Special Educators will be monitored both by the administration and the professional employee. Any changes resulting in a concern by the educator will be immediately brought to the attention of the principal under the same expectation as outlined in the previous paragraph. Each spring the Special Education Department will create projections for student service delivery for use in planning for the following year. Based on these estimates either the Special Education Director, the Principal, or a designee will meet to discuss transfers with any professional employees affected by staff reallocations by June 15 of each year.

17. Any teacher who is resigning or retiring is required to submit a written notification to the Superintendent or designee in advance of the effective date of the resignation or retirement. The required notice or a retirement shall be ninety (90) days, and the required notice for a resignation shall be thirty (30) days.
18. The District will provide the President of the Attleboro Education Association with release time, which is equivalent to two-thirds of the total available instructional periods per week for the purpose of attending to the business of the Association, including reasonable meetings with District administration related to union matters, at the request of the administration. The District will make reasonable efforts to schedule the planning period of the Vice President/Grievance Chairpersons of the Association for the last block of the school day.

ARTICLE 12 MENTORS

1. There shall be a mentoring program for all new teachers within the Attleboro Public School District. It will be made up of three Lead Mentors: one elementary, one middle, and one high school. Their responsibilities would include creating a system-wide mentor program that they would implement for each of the schools under their charge. Compensation for each position will be based on the Coordinator B stipend.

2. The Superintendent of Schools, or designee, shall post these three (3) Lead Mentor positions, with position requirements and responsibilities in accordance with the provisions of the collective bargaining agreement.
3. Once selected, the three (3) Lead Mentors shall post for Component A and Component B Mentor positions, stating position requirements and responsibilities in accordance with the provisions of the collective bargaining agreement from their designated schools.
4. Once all new Mentors have finished their mentoring duties for the year, which will include being trained in the district Mentor Program, they will receive fifteen (15) Professional Development Points. Component A and Component B Mentors will receive an annual stipend to be included in Section 2 of Appendix A.

ARTICLE 13 NON-TEACHING DUTIES

1. The Superintendent recognizes the desirability of relieving professional employees, to the extent possible, from the performance of non-educational duties. Accordingly, the Superintendent will, subject to budgetary limitations, employ Paraprofessionals from time to time to assist professional employees in the performance of such duties. The number of such Aides to be used and the duties to be performed by them shall be determined by the Superintendent.
2. Professional employees shall not be required to keep registers of daily attendance of pupils.
3. Professional employees shall not be required to but may, with the advance approval of their Principal or immediate Supervisor, drive pupils to activities which take place away from school premises.
4. Non-teaching duties shall be rotated on an equitable basis among all professional employees within each building. An exception to the above are those employees who are engaged in direct interaction with students and/or teachers at the duty time in accordance with past practice. Professional employees who are assigned to perform duties at more than one school in any one school day shall not be assigned non-teaching duties in more than one school on a single day.

ARTICLE 14 PLACEMENT ON THE SALARY SCHEDULE

1. Subject to the provisions of this Agreement, the compensation of each professional employee for their work year shall be in accordance with and shall conform to the salary schedules and the schedule of supplementary compensation set forth in Appendix A, which is attached hereto and made a part hereof.

2. The Superintendent shall determine in accordance with the provisions of this Article and the salary schedules set forth in said Appendices the rate of compensation for each professional employee.
3. A professional employee appointed without any prior teaching experience or without any equivalent experience in employment in a field related to their teaching assignment shall be paid at the minimum rate of the salary schedule, except as follows:
 - A. A professional employee who has completed two (2) or more years of active military service within one (1) year prior to the date of his/her appointment shall be credited with one (1) year of teaching experience and shall be employed at the next higher rate above the minimum of the salary schedule.
 - B. A professional employee with no teaching experience and with no said equivalent employment experience may be appointed at a rate of pay higher than the minimum in accordance with the provisions of Paragraph 5 of this Article.
4. A professional employee with prior teaching experience as a certified public-school teacher in the United States shall be credited with all years of such teaching experience and shall be placed at the proper step on the salary schedule in accordance with all such years. A professional employee with teaching experience other than what is stated in Sentence 1 above and/or equivalent experience in employment in a field related to his/her teaching assignment, may be credited with such years of teaching experience and with such number of years of said equivalent employment experience as the Superintendent shall determine. A professional employee may, however, notwithstanding the provisions of this Paragraph 4, be appointed at a rate of pay which is higher than their proper place on the salary schedule in accordance with the provisions of Paragraph 7 of this Article.
5. A Registered Nurse with prior experience as a certified school nurse in the United States shall be credited with all years of such experience and shall be placed at the proper step on the salary schedule in accordance with all such years. For the purposes of placement on the salary schedule, a Registered Nurse shall be credited with one year of experience for every two years of other relevant nursing experience.
6. A CTE teacher with prior experience as a certified teacher in the United States shall be credited with all years of such experience and shall be placed on the step equivalent to said years on the salary schedule in accordance with all such years. For purposes of placement on the salary schedule, a CTE teacher shall be credited with one year of experience for every two years of other relevant experience in their field.
7. A professional employee shall be given credit upon initial hire for a Master's Degree provided said Master's Degree is in a field related to education.
8. The Superintendent may appoint a professional employee at a step rate of the salary schedule

which is higher than their proper place on the salary schedule whenever a sufficient number of teachers in a particular teaching specialty cannot be secured at the minimum or normal step on the schedule to carry on the educational program. The minimum or other step rate shall be increased only to the extent necessary to secure sufficient teachers in the teaching specialty. As of the effective date of the Superintendent's action appointing a professional employee at a step rate higher than their proper place on the salary schedule, the compensation of each professional employee then employed in the same teaching specialty shall be increased by the same number of additional step-increments given to said new professional employee, subject to the limitation that the compensation paid any such employee shall not exceed the maximum step of the salary schedule.

- A. A non-degree professional employee with a permanent vocational certificate, including successful completion of eighteen (18) credit hours in college level courses prescribed by the Massachusetts Department of Education, will be placed on the Master's degree salary schedule. These credits may be undergraduate credits.
- B. A professional employee to be placed on the Master's degree salary schedule must, except as is otherwise provided in Section 4 of this Article or in Subparagraph E next below, present evidence that they have acquired a Master's degree from an accredited college or university.
- C. A non-degree professional employee with permanent vocational certificate, including successful completion of eighteen (18) credit hours in college level courses prescribed by the Massachusetts Department of Education, to be placed on the Master's plus 15 salary schedule must have earned a total of Fifty-Four (54) credits after the attainment of his/her permanent vocational certificate. At least thirty-six (36) of these credits must be undergraduate credits.
- D. A professional employee to be placed on the Master's plus 15 salary schedule must have earned a total of fifteen (15) credits after the attainment of his/her Master's degree. At least nine (9) of these credits must be graduate credits.
- E. A non-degree professional employee with a permanent vocational certificate, including successful completion of eighteen (18) credit hours in college level courses prescribed by the Massachusetts Department of Education, to be placed on the Master's plus 30 salary schedule must have earned a Bachelor's degree.
- F. A professional employee to be placed on the Master's plus 30 salary schedule must have earned a total of thirty (30) credits after the attainment of his/her Master's degree. At least eighteen (18) of these credits must be graduate credits.
- G. A professional employee to be placed on the CAGS (Certificate of Advanced

Graduate Study) salary schedule must present evidence that they have acquired such certificate from an accredited college or university.

- H. A professional employee to be placed on the Doctor's degree salary schedule must present evidence that they have acquired a Doctor's degree from an accredited college or university.
 - I. Professional employees who enroll in a Master's degree program must receive approval from the Superintendent for said program to receive credit on the salary schedule. The approval of the Superintendent of such courses shall not be unreasonably withheld.
 - J. Notwithstanding the provisions of Subparagraph I above, a professional employee who earns a Master's Degree shall be given credit for placement on a salary schedule established for education beyond the Master's Degree for the credits they earned during the five (5) year period immediately preceding their attainment of the Master's Degree and which were not applied to the attainment of the Master's Degree.
 - K. It is hereby agreed that one (1) single form shall be developed and used for the approval of course participation and reimbursement.
 - L. When an employee desires to advance horizontally to a new column of the wage scale, the employee must document, on a form obtained from Human Resources, the course work which supports the horizontal advancement, as well as any additional courses that the employee has completed at that time, which are not being used for that horizontal advancement, but which may be used for future additional advancement. Except for the "additional courses" noted in the preceding sentence, only courses that are completed after one horizontal advancement can be used toward a subsequent horizontal advancement. In order to advance laterally on the salary scale, an employee must give written notice to the Superintendent or designee by the preceding May 1 that the employee will likely be advancing laterally on the salary scale during the following contract year. The employee will then provide documentation for the completion of the course work. Lateral movement on the salary schedule will be limited to the first day of the school year and the 91st day.
- 8. A Bachelor's degree plus 45 credits shall be equated on the salary schedule with a Master's degree and a PhD.
 - 9. It is agreed that a committee will be formed consisting of three (3) members of the Attleboro Education Association chosen by the Association, three (3) representatives of the School Committee, and the Superintendent. Said committee will examine the professional

development records of employees. This committee shall also be responsible for setting the standards for the future for workshop credit and credit for research or projects.

10. Each professional employee as of the beginning of each school year in September shall receive step- increments successively to the next higher rate within the salary schedule, subject to the following conditions:
 - A. That the employee has worked at least one hundred (100) days during the preceding school year in the Attleboro Public School System or in another school system. All days in which a professional employee is in a pay status shall be considered as days worked.
 - B. That the employee's work performance during the preceding school year shall not have been unsatisfactory, provided, however, that no professional employee shall be denied a step-increment by reason of their unsatisfactory work performance unless the employee shall have received written notice no later than February 15 of said school year that their performance was unsatisfactory and that the employee would receive an unsatisfactory work performance rating for said year unless substantial improvement in performance was made.
 - C. That the employee meets the requirements set forth in Paragraph 9 next below with respect to the attainment of semester hour credits.

11. Each professional employee who does not have a degree shall as of the beginning of each school year in September receive step-increments successively to the next higher rate within the salary schedule for professional employees without degree, subject to the following conditions:
 - A. That the employee has worked at least one hundred (100) days during the preceding school year in the Attleboro Public School System or in another school system. All days in which a professional employee is in a pay status shall be considered as days worked.
 - B. That the employee's work performance during the preceding school year shall not have been unsatisfactory, provided, however, that no professional employee shall be denied a step increment by reason of unsatisfactory work performance unless the employee shall have received written notice no later than February 15 of said school year that their performance was unsatisfactory and that the employee would receive an unsatisfactory work performance rating for said year unless substantial improvement in performance was made.
 - C. A nurse in the Bachelor's column who obtains the National School Nurse Certification shall be eligible to move to the Masters column in accordance with this paragraph. The nurse shall remain in the Bachelor's column until reaching the top step. At the start of the following school year, the nurse will be moved to the lowest

step in the Masters column which represents an increase over the nurse's current salary.

12. Nurses have access to all steps and columns of the salary scale, but with the understanding that a nurse can advance no more than one step in any one year. The administration will consider for column advancement only those courses which have been completed by a nurse after January 1, 2005, and which are of the sort which would be approved had they been submitted in advance. At the discretion of the Superintendent, nurses may be called upon to teach health classes.
13. Effective for employees who are initially hired for the 2005-2006 contract year and thereafter, employees who are in positions requiring DOE certification and who are not certified in Massachusetts will not advance on the wage scale and will not accrue seniority credit until such time as they obtain Massachusetts certification. Once they attain proper certification, these individuals' seniority will be computed consistent with Article 34, Section 6. If an employee, before the start of the school year, presents evidence that the employee has received certification, the employee will be increased at the start of the school year to the wage level at which the employee would have been compensated had said employee been properly certified from the employee's date of hire. If an employee provides evidence before the 91st day of the school year that they have received certification, the employee will go to the new wage rates as of the 91st day. The Superintendent or designee will have the discretion to move the employee to the new wage rate sooner than the above if the employee can show that the delay in awarding certification was the fault of the Department of Education. Service without certification will not count toward professional teacher status (PTS).

ARTICLE 15 METHOD OF COMPENSATION

1. A professional employee assigned to perform the duties of a position or positions described in the Schedule of Supplementary Compensation set forth in said Appendix A shall be paid the compensation provided for such position or positions in said schedule in addition to their regular teacher's salary as determined by their proper place on the professional employee's Salary Schedule. Assignments of professional employees to any such position or positions shall be on a voluntary basis, shall be for one school year only and shall not be construed as creating any kind of tenure in such positions. A professional employee who is not to be reassigned to any such position or positions will be notified no later than June 15.
2. Professional employees employed in Summer and Evening Schools, in Summer Workshops, and in other educational activities and programs, which are supplemental to the regular day program and the vocational day program, and which have been approved by the Committee for the payment of supplementary compensation, shall be paid at the rates of compensation set forth in said Appendix A, Section 2.

3. The compensation of all professional employees, with the exception of those employed in Summer and Evening Schools and in Summer Workshops, those referred to in Paragraph 1 immediately above who are employed in other educational activities and programs approved for Supplementary Compensation by the Superintendent, those employed as coaches, those who leave the employ of the Committee, and those whose requests for payments in full of the compensation due them at the end of the school year have been approved by the Superintendent in the manner herein provided for, will be paid in twenty-one (21) bi-weekly payments in accordance with the schedule set forth in said Appendix A, unless the professional employee elects to be paid in twenty-two (22) payments of twenty-one (21) bi-weekly payments of $\frac{1}{26}$ of the employee's salary and the twenty-second (22) equal to $\frac{5}{26}$ of the employee's salary being paid at the next bi-weekly date according to Appendix A. Effective for the start of the 2023-2024 school year, all newly hired professional employees shall be required to be paid in accordance with the twenty-two (22) payment schedule. Effective for the start of the 2024-2025 school year, the twenty-one (21) payment option will be eliminated, and all professional employees will be required to be paid in accordance with the twenty-two (22) payment schedule. The compensation due a coach for a particular sport will be paid to the employee on a bi-weekly basis commencing at the end of the second week of the twelve (12) week season established for their sport. A professional employee who leaves the employ of the Committee shall receive the balance of the compensation due to that employee for the school year in their salary check covering the period in which the date of the termination of their employment shall occur.
4. The daily rate of compensation for each professional employee for the purpose of determining the deduction to be made in their compensation for each day in a non-pay status and for determining the amount of compensation to be paid to a professional employee who leaves the employ of the Attleboro Public Schools prior to the end of the school year shall be equal to their annual rate of compensation divided by the number of workdays in the work year. Deductions for days in a non-pay status shall be made on a bi-weekly basis. A professional employee who leaves the employ of the Attleboro Public Schools prior to the end of the school year shall be entitled to receive as their total compensation for such year the amount of such daily rate of compensation multiplied by the number of days the employee has been in a pay status in such year.
5. Each professional employee shall receive each school year with the first paycheck for such year written notification of his/her basic and supplementary compensation for the current year and written notification of the number of sick leave days accumulated to his/her credit.
6. In the event the scheduled payday of professional employees falls on a legal holiday, employees will receive their paychecks on the business day immediately preceding the holiday.
7. Professional employees who are assigned to perform duties at two buildings per day at least three days during a normal five-day week will be compensated a flat amount of \$10 per month as mileage reimbursement. Employees who are assigned to perform duties at three buildings per day at least three days during a normal five-day week will be compensated a flat amount of \$20

per month as mileage reimbursement. Employees who are not receiving a flat amount by way of the preceding sentence but who are assigned to perform duties at more than one school in any school day will receive the current City of Attleboro rate per mile for all interschool driving done by them.

ARTICLE 16 ANNUAL LEAVE

1. Annual leave constitutes paid time to be used for both sick and personal leave.
2. Annual leave shall be granted in accordance with the provisions of this Article to each professional employee when the employee:
 - A. Is incapacitated from the performance of their duties by personal illness or injury.
 - B. Is required to give care and attendance to their spouse, child, parent, or other member of his/her household who is seriously ill. The annual leave granted in these cases shall not exceed a maximum of fifteen (15) days annually.
 - C. On days when they are unable to report for work because of emergent and unavoidable conditions, and
 - D. To attend to personal matters that cannot be reasonably attended to outside of the normal workday.

Annual leave shall not be used for purpose D. above, on the day before or the day after a holiday or a vacation period, nor during the first or last five school days of the school year.

The following additional conditions will apply to the use of annual leave for purpose D., above:

- (a) The individual must give forty-eight (48) hours written notice to his/her building principal.
 - (b) Such absences shall be limited to no more than two (2) individuals on any one day in any one elementary or middle school, and no more than three (3) individuals on any one day in anyone "house" at the High School.
 - (c) Reasons for the annual leave must be noted when an absence is entered into the attendance system.
 - (d) Consecutive absences impact the building, as such these require prior approval and could be denied, based on the operational needs of the building and individual attendance.
3. Each said professional employee shall accrue annual leave at the rate of one and one-half (1.5) days for each month of the work year, subject, however, to a maximum of fifteen (15) days per work year. Annual leave which is not used shall accumulate and be available for use in succeeding work years, except that no professional employee shall be permitted to carry over

for use in any succeeding work year an amount in excess of two hundred and fifty (250) days.

All new hires shall be awarded three (3) days on their date of hire and will begin accruing two (2) months subsequent to that date.

4. Professional employees may be required to submit medical certificates or other supporting documentation where the employee uses three (3) consecutive days of Annual leave.
5. 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, upon written request to the Superintendent, be given a grant of ninety (90) working days during which the employee will receive the difference between his or her current salary and the amount received as workers' compensation. If the employee opts to make this request, the difference between his/her regular salary and the amount received as workers' compensation shall be drawn from the employee's accumulated annual leave. If the employee exhausts their accumulated annual leave, the employee may petition the sick bank for additional leave. An employee who is on Workers' Compensation may opt not to have their workers' compensation payments supplemented, in which case there will be no charge against annual leave.
 - A. At the end of the first ninety (90) day grant, the employee may request another ninety (90) days. The Superintendent will review the request and make a determination as to the need for granting the request. If granted, the employee will continue to receive the difference between his or her current salary and the amount received as workers' compensation. If the employee opts to make this request, the difference between his/her regular salary and the amount received as Workers' Compensation shall be drawn from the employee's accumulated annual leave. If the employee exhausts their accumulated annual leave, the employee may petition the sick bank for additional leave. An employee who is on workers' compensation may opt not to have their workers' compensation payments supplemented, in which case there will be no charge against annual leave.
 - B. If the work year ends prior to the expiration of a ninety (90) day grant, 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 should be granted an additional ninety (90) days in the new work year on the same terms and conditions as set forth above.
6. An employee who retires under the Massachusetts Teachers Retirement System after completion of ten (10) years of continuous employment with the Committee, and who does not then take a job covered by the Attleboro Municipal Retirement System, shall receive at the time of his/her retirement a lump-sum payment determined by multiplying the number of

accumulated sick leave days in excess of one hundred (100) to his/her credit at the time of his/her retirement by sixty-seven dollars (\$67) per day, not to exceed two hundred and sixty-five (265) days in the 2023-2024 school year, two hundred and seventy-five (275) days in the 2024-2025 school year and no cap in the 2025-2026 school year.

7. In the event an employee with professional teacher status shall die while in the employ of the Committee, there shall be paid to the employee's designated beneficiary or to their estate, as the case may be, a lump-sum payment determined by multiplying fifty percent (50%) of the number of accumulated sick leave days to such employee's credit at the time of death by fifty dollars (\$50), provided, however, that the number of accumulated sick leave days to be multiplied by fifty dollars (\$50) shall not exceed one hundred twenty-five (125).

ARTICLE 17 LEAVES OF ABSENCE WITH PAY

1. **Bereavement Leave:** Professional employees will be granted, without loss of pay, leaves of absence for periods not in excess of five (5) days, the number of days to be at the discretion of the Superintendent, 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. Professional employees may also be granted, at the discretion of the Superintendent, without loss of pay, leaves of absence for periods not in excess of two (2) days in the event of death of a non-relative or a relative not mentioned above.
2. **Professional:** Professional employees may be excused, without loss of pay, at the discretion of the Superintendent for the purpose of attending educational conferences and/or to visit other schools for the purpose of observing educational programs and techniques. Approved workshop participation may be substituted for visiting days.
3. **Legal:** Professional employees will be excused by the Superintendent, without loss of pay, for any appearance in any legal proceeding arising out of or connected with the employee's employment and may be excused in the discretion of the Superintendent, without loss of pay, for any appearance in any legal proceeding in which the employee is required by law to attend. In the case of an arbitration, upon completion of the hearing, the employee will return to his/her building for the remainder of the workday after adequate provision for lunch and travel time. In the event that half or more of the teacher's workday has elapsed, the substitute, if there is one, will be retained for the remainder of the day to work with the teacher.
4. **National Guard or Reserves:** Professional 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. The professional employee will be paid the difference between their regular pay and the pay which they

receive from the Federal or State Government during the period of their temporary active duty.

5. **BCEA Convention Leave:** Professional employees, not to exceed seventeen (17) in number, will be excused, without loss of pay, to attend the Bristol County Educators Convention. Included in the number seventeen are the six (6) Executive Committee members, two (2) BCEA representatives from Attleboro, and one (1) AEA member from each school. Written requests for such leave will be submitted to the Superintendent through the Building Principal at least five (5) workdays in advance of the meeting date.
6. **Massachusetts Labor Relations Commission Leave:** Professional employees, subject to the limitations herein provided, will be excused, without loss of pay, to attend hearings before the Labor Relations Commission concerning matters involving the Committee and the Association. Such days off shall be limited to a total of five (5) in any one work year for the aggregate number of employees in the bargaining unit. Written requests for such excused absence will be submitted to the Superintendent through the Building Principal at least five (5) workdays in advance of the hearing date.
7. **Jury Duty:** Professional 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/her regular compensation, which shall include all compensation paid the employee under the Schedule of Supplementary Compensation. To receive such compensation, the professional employee must present evidence of the amount of compensation they received for jury duty.
8. **MTA Annual Meeting:** All professional employees who are elected delegates to the Massachusetts Teachers Association Annual Meeting, will be granted a professional day to attend such Annual Meeting. Written requests for such professional days will be submitted to the Superintendent through the Building Principal at least five (5) workdays in advance of the date of such Annual Meeting. The Association will pay for substitutes for all such elected delegates who have not, at the time of the Annual Meeting, attained Professional Teacher Status (PTS).
9. Requests for the leaves of absence with pay provided for in this Article shall be submitted in writing to the Superintendent with the reasons, therefore.

ARTICLE 18 LEAVES OF ABSENCE WITHOUT PAY

1. **Military:** Military leave without pay will be granted by the Superintendent to any professional employee who is inducted or enlists in any branch of the Armed Forces of the United States. Upon return from such leave, the professional 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.

2. **Peace Corps:** A leave of absence without pay of up to two (2) years will be granted by the Superintendent to a professional employee who has attained professional teacher status in accordance with M.G.L. c. 71, Section 41, and who joins the Peace Corps or serves as an exchange teacher and is a full-time participant in either of such programs. Upon return from such leave, the professional employee will be considered as if he/she were actively employed by the Committee during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.
3. **Association Leave:** Up to two (2) professional employees who have attained professional teacher status in accordance with M.G.L. c. 71, Section 41 and who are designated by the Association will be granted a leave of absence without pay by the Superintendent for a period of up to two (2) years for the purpose of engaging in Association (local, state, or national) activities. Upon return from such leave, the professional employee will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.
4. **Health:** A professional employee may be granted a leave of absence without pay or increment by the Superintendent for a period of up to two (2) years for health reasons. Requests for such leave will be supported by appropriate medical evidence.
5. **Personal Illness:** A professional employee, whose personal illness extends beyond the period of time for which the employee is entitled to receive sick leave, will be granted a leave of absence without pay or increment by the Superintendent for such time as is necessary for their recovery from such illness, subject, however, to a maximum period of two (2) years. Requests for such leave will be supported by appropriate medical evidence.
6. **Family Care:** A professional employee may be granted a leave of absence without pay or increment by the Superintendent for a period of up to two (2) years for the purpose of caring for a sick member of the employee's immediate family.
7. **Public Service:** A professional employee may be granted a leave of absence without pay or increment by the Superintendent for a period of up to two (2) years for the purpose of campaigning for or serving in public office.
8. **Advanced Study:** A professional employee may be granted a leave of absence without pay for a period of up to one (1) year to do advanced full-time study. Upon return from such leave the professional employee will be considered as if they were actively employed by the Committee during the leave and be placed on the salary schedule at the level they would have achieved if he/she had not been absent.
9. **Career Change:** A professional employee may be granted a leave of absence without pay or increment for one (1) work year for the purpose of exploring the possibility of a career change.

10. **Other:** Leaves of absence without pay or increment may be granted to professional employees for purposes other than those set forth above.
11. **Documentation:** Requests for the leaves of absence without pay provided for in Paragraphs 1 through 12 immediately above shall be submitted in writing to the Superintendent with the reasons or documentation as required.
12. **90-day Notice:** A professional 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) school days prior to the end of the school year in which they are on leave. If the employee fails to give such notice to the Superintendent or does give such notice and fails to return to duty, the employee shall be deemed to have resigned, and the obligation of the Committee to provide a position for the employee shall cease. If the employee desires an extension of their leave of absence, the employee shall submit a request in writing to the Superintendent for such an extension no later than March first of the year in which the employee's leave of absence expires. Any request for an extension which is not submitted by such date shall be denied. If the employee is granted an extension of their leave of absence, the employee shall not be permitted to return to duty prior to the expiration of the extension unless a position is available to permit the employee an earlier return.
13. **Restoration of Benefits:** All benefits to which a professional employee was entitled at the time the leave of absence without pay commenced, including unused accumulated sick leave, will be restored upon the employee's return, and the employee will be assigned to the same teaching position held at the time said leave commenced, if such position is available, or if it is not available, to a substantially equivalent teaching position. A professional 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 the employee's return from leave. The determination as to what constitutes a substantially equivalent position shall be made by the Superintendent in each case. The return of a professional employee from any of the leaves of absence without pay provided for in Paragraphs 2 through 9 immediately above shall be permitted only at the beginning of a school year unless a different return date is approved by the Committee.
14. **Extensions:** The leaves of absence provided for under this Article may be extended by the Superintendent. Requests for such extensions will be submitted in writing to the Superintendent.

ARTICLE 19
PARENTAL LEAVE

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.
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.
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.
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 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.
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.

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 20 SABBATICAL LEAVE

1. A professional employee, who has completed eight (8) consecutive full school years of employment by the Committee, shall be eligible for a sabbatical leave for a period not to exceed one year for the purpose of engaging in study or research. Not more than three (3) professional employees shall be granted sabbatical leave at any one time.
2. An applicant for sabbatical leave shall, on or before February 1st immediately preceding the school year for which the sabbatical leave is desired, submit to the Superintendent a written application for such leave in such form as may be required by the Superintendent. The application shall state the professional employee's reasons for requesting the leave and shall include a description of the study or research program that he/she plans to engage in while on leave.
3. Each application shall be evaluated by an Evaluation Committee consisting of not less than seven (7) members to be appointed by the School Committee from all of its professional employees. Three of the members appointed to such an Evaluation Committee shall be teachers. The Evaluation Committee shall take into consideration the applicant's past performance, professional achievement and growth, and proposed program of study or research while on sabbatical leave and shall submit its recommendations to the Superintendent not later than March 15th of the same year. The Superintendent shall decide which applicant or applicants, if any, shall be granted sabbatical leave and shall notify each

applicant of its decision no later than April 1st of the same year. The decision or decisions of the Superintendent made under the provisions of this Paragraph shall not be subject to the Grievance Procedure set forth in Article 6 of this Agreement.

4. A professional employee on sabbatical leave shall be paid fifty percent (50%) of the salary which he/she would have received if he/she had remained on active duty with the Committee, exclusive of any supplementary compensation which he/she may have been receiving in addition to his/her regular teacher's salary under the provisions of Article 15. During the time, a professional employee is on sabbatical leave he/she shall continue to receive the same health insurance benefits and group life insurance benefits he/she was receiving prior to going on said leave.
5. Prior to the granting of the sabbatical leave, a professional employee shall enter into written agreement with the Superintendent that, upon the termination of such leave, the employee will return to service in the Attleboro Public Schools for a period equal to twice the length of the sabbatical leave and that, in default of completing such service, the employee will refund to the City of Attleboro an amount equal to such proportion of salary received by the employee while on said leave as the amount of service agreed to be rendered.
6. Upon the completion of the sabbatical leave, the professional employee shall submit a comprehensive report to the Superintendent of the study or research program he/she completed.
7. Upon return from sabbatical leave, the professional employee will be placed on the salary schedule at the step which the employee would have achieved had the employee remained actively employed in the Attleboro School System. In addition, the employee will have restored to them all benefits to which the employee was entitled at the time the leave commenced, including unused accumulated sick leave, and will be assigned to the same teaching position held at the time said leave commenced, if such position is available, or, if it is not, to a substantially equal position. A professional 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.

ARTICLE 21 PROTECTION OF TEACHERS

1. All employees of the Attleboro Public Schools deserve a safe workplace environment free from all forms of harassment, bullying, assault, and battery from all who engage in school activities (staff, students, parents/guardians, visitors, others). All incidents of harassment, bullying, assault and/or battery will be reported to the building principal, who will report all such incidents to the Superintendent and, when the incident may be

criminal in nature, to the Attleboro Police as well. If the target of the complaint is the principal, the report shall be filed with the Superintendent. All incidents of assault and/or battery must be reported to the building principal, Superintendent, and the Attleboro Police Department immediately.

2. A professional employee, who claims that they have sustained damage to their clothing or other personal property during the course of their employment, shall present their claim for such damages to the Mayor of the City of Attleboro.
3. The Committee will make available, without cost, frocks, coats, aprons, and other similar garments for use by those professional employees who are engaged in teaching activities which could be damaging to their personal clothing.
4. The district will form annually by October 15th a district-wide personnel safety committee comprised of staff from all nine buildings as well as the network. The committee shall be co-chaired by a member of the administration and a member of the bargaining unit. The goal of the committee shall be to develop and support district wide policies and protocols to ensure a safe workplace for all Attleboro Public School employees. This includes district, building, student, and staff safety issues. This shall also include the proper protocol(s) for staff and administrators to follow when a student habitually exhibits violent and/or unusually disruptive behavior. The safety plan shall include provisions for all staff to receive safety- related training. After development, plans will be reviewed regularly. Future Professional Development offerings will include safety-related topics.

ARTICLE 22 SUMMER AND EVENING SCHOOLS

1. Notice of all vacancies for professional positions which shall occur in the Summer and Evening Schools conducted by the Committee shall be given in the same manner as is provided in Article 10 of this Agreement for the giving of notice of vacant positions.
2. Professional employees who desire to apply for any such position vacancy shall submit their applications in writing to the Superintendent within the time limit specified in the notice announcing the vacancy.
3. In filling vacant positions in the Summer and Evening Schools, the Superintendent will take into consideration each applicant's professional competence and attainment. Where the qualifications of applicants, in the opinion of the Superintendent, are substantially equal, preference will be given to employees of the Committee on the basis of their seniority as such employees. Any grievance arising out of or with respect to the decisions made by the Superintendent hereunder in filling said vacant positions may be processed only through Level Three of the Grievance Procedure set forth in Article 5 of this Agreement. Level Four

of said grievance Procedure which provides for the submission of a grievance to formal arbitration shall not apply to any such grievance.

ARTICLE 23 STUDENT TEACHERS

The Committee and the Association agree that a well-planned and coordinated student teacher program is educationally desirable and that agreements with surrounding colleges should be obtained to implement such a program. Assignments of professional employees to supervise student teachers will be made on a voluntary basis.

ARTICLE 24 ATTENDANCE AT EDUCATIONAL SEMINARS

1. The Superintendent may from time-to-time request or authorize professional employees to attend specific educational seminars, workshops, conferences, or courses. In such cases the Committee will pay the expenses incurred by the professional employee for tuition fees, transportation, and lodging. This Article does not include courses attended by professional employees as a condition of eligibility for periodic step-increments. The tuition costs for such courses will not be paid by the Committee.
2. The district will form, annually by October 15, a Professional Development Committee. The committee will meet at least twice yearly to determine professional development needs and offerings for staff. The committee will be made up of no more than twelve members, two of whom will represent the Administration. The remaining members will be representative of elementary, middle, high, vocational, and specialized content areas, and content coordinators. The committee shall be co-chaired by a member of administration and a union member. Among other things, the Professional Development Committee will determine the professional development needs and offerings by department, grade level and content, the calendar of professional development days, and the process for evaluating professional development offerings.
3. Professional staff members serving as a presenter or facilitator on a Professional Development Day shall be paid the established Workshop Rate for Presenters (Appendix A, Section 2). Said staff members shall be paid 3 hours for preparation for a 6-hour presentation and 1.5 hours for preparation for a 3-hour presentation. The provisions of this paragraph shall not apply to academic coaches, coordinators, or employees receiving a stipend for additional work including professional development work. Any presentation for which a staff member seeks payment under this paragraph must be approved in advance for payment by the Superintendent or his/her designee.

ARTICLE 25
SUMMER WORKSHOPS AND CLASSROOM PREPARATION

1. The Committee recognizes the desirability of utilizing the knowledge and skills of its professional employees in accomplishing the study, evaluation, and improvement of the school curriculum. Accordingly, the Committee may conduct from time to time, under the direction of the Superintendent, Summer Workshops designed to carry out the study and evaluation of the curriculum. Participation of professional employees in such Workshops shall be on a voluntary basis. They will be selected to participate in accordance with the procedures set forth herein.
2. Written notice that the Committee plans to conduct a Summer Workshop shall be posted on a bulletin board in the office of the Superintendent and on a bulletin board in each school, and a copy of such notice shall be mailed or delivered to the President of the Association. Such notice shall be given as soon as the plans for such a Summer Workshop have been completed. Said notice will set forth the area and levels in which the curriculum will be studied, the estimated length of time of the Workshop, and the date within which applications should be filed with the Superintendent.
3. Professional employees who desire to participate in any such Summer Workshop shall submit their applications in writing to the Superintendent within the time limit specified in the notice announcing the Workshop. Written notice of the status of their applications will normally be given by the close of school in June to all professional employees who made written application to participate in such workshops. An effort will be made to give such written notice by the end of the second week in June.
4. In selecting applicants to participate in any such Workshop, the Superintendent will take into consideration the qualifications of the applicants in relation to the areas and levels of the curriculum being studied. Any grievance arising out of or with respect to the decisions made by the Superintendent hereunder in selecting said applicants may be processed only through Level Three of the Grievance Procedure set forth in Article 5 of this Agreement. Level Four of said Grievance Procedure, which provides for the submission of a grievance to formal arbitration shall not apply to any such grievance.
5. Teachers who voluntarily work in their classrooms prior to the start of the school year in order to ready those classrooms for the start of the school year, or who voluntarily engage in on-site meetings with their fellow teachers to prepare teams or programs, and who make such known to their building principal, shall be compensated for such work at the "workshop rate" up to seven (7) hours, in accordance with Appendix A, Section 2. **This Section shall be effective only through the start of the 2024-2025 school year, after which time it shall be null and void.**

ARTICLE 26
SUPPLIES AND EQUIPMENT

1. The Committee will make every reasonable effort to provide adequate supplies, textbooks, and materials to professional employees in order to assist them in the effective achievement of their responsibilities. In recognition of this need, all professional employees will be given an opportunity to express in writing each year at the time of the preparation of the Committee's annual budget their needs for supplies, equipment, textbooks, and materials.

2. Professional employees will submit their written requests for supplies, equipment, textbooks, and materials to the Principal of their school and will set forth in such requests their objectives and priorities. Such written requests shall be submitted to the Principal by November first. An exception to this November 1 date shall occur in the event an employee is transferred to another building or to another grade level, except for a two-year assignment staying with the same class. An employee who is transferred, except for a two-year assignment staying with the same class, shall have thirty (30) calendar days from the date of the notification of transfer to submit to his/her supervisor a request for supplies, equipment, textbooks, or materials. Once said employee is in the new assignment, the employee shall have an additional thirty (30) calendar days to request additional supplies, equipment, textbooks, or materials. The Principals will forward such requests, along with their recommendations, to the Superintendent. The Superintendent shall determine which of said requests will be approved and shall inform the Principals of the schools of his/her action and the reasons, therefore. Notice of the action taken by the Superintendent on said written requests shall be posted on the bulletin board in each school. Any professional employee whose said request has been modified may, if he/she so desires, discuss such matter with his/her Principal.

ARTICLE 27
BUILDING RESPONSIBILITY

No employee without their consent shall be assigned the responsibility for a school building in the absence of the Principal, Assistant Principal or Head Teacher of such building.

ARTICLE 28
FACILITIES FOR PROFESSIONAL EMPLOYEES

1. The following facilities will be provided for professional employees in new schools constructed hereafter and will, to the extent possible, also be provided in existing schools:
 - A. Space in an instructional area or other suitable area in which the professional employees may safely store and lock instructional materials and supplies.

 - B. A work area to accommodate equipment and supplies to aid in the preparation of

instructional materials.

- C. An employee station for the professional employee in appropriate areas.
 - D. An adequate parking area at each school for the parking of cars of professional employees.
 - E. Subject to availability, employees shall be provided with appropriate instructional space in the school building to which they are assigned.
2. The Committee will endeavor, to the extent possible, to maintain heating temperatures in its schools which are conducive to the health and safety of its professional employees.
 3. In each school building, there will be a "Building Environment Committee" composed of the principal or his/her designee, as well as up to three employees designated by the Association. The Building Environment Committee will meet monthly and will be responsible for giving input to the building administration concerning issues involving building maintenance or the physical environment of the building. Additionally, the Association will designate three to five employees, who also serve on a Building Environment Committee, to meet twice a year with the Superintendent to give input to the Superintendent concerning unresolved issues involving building maintenance or the physical environment of the buildings.

ARTICLE 29 COMMUNICATIONS AND EMPLOYEE RECOGNITION

1. The Committee recognizes the need for effective communication between it and the Association. Accordingly, the Association shall, upon its written request to the Superintendent, be placed on the agenda of any regular meeting of the Committee. The Committee will furnish the Association with a copy of the agenda and of the approved minutes of each of its regular and special meetings.
2. The Superintendent will furnish the Association no later than September 30th of each year with a list of all new professional employees, showing their school, grade, and subject assignments.
3. The School Committee recognizes the value of employee recognition for service to the district. Beginning in Fiscal Year 2022, the Committee will fund an employee recognition budget line in the operating budget at a rate of 0.0005% (five ten-thousandths of 1%) of the AEA payroll each year as determined on October 1 of the prior fiscal year. This funding will be used for an annual employee recognition event, the cost of which the Committee will fund no less than eighty percent (80%). The Association will also contribute funds for the event and will be responsible for a maximum of twenty percent (20%) of the cost annually, up to a maximum of \$2000. To the extent possible, the Committee will additionally utilize donated funds for the purpose of employee recognition.

Planning and execution of the employee recognition event will be done by an Employee Recognition Committee chaired by the Superintendent or his/her designee and the AEA President or his/her designee.

ARTICLE 30
GROUP HEALTH, LIFE INSURANCE AND FLEXIBLE BENEFITS PLAN

1. 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 75 percent and the employee shall pay 25 percent of the cost of the premium for said group health insurance plan excluding the group dental plan. The City shall pay 50 percent of the cost of the premium for the group dental plan. The City shall pay the same percentage of the cost of the premiums of health care organizations as it does for the cost of the premium for the group health insurance plan. The employee shall pay the balance of the premium.
2. The City shall provide employees with group life insurance in the amount of Two Thousand Dollars (\$2,000) and group accidental and dismemberment insurance in the amount of Two Thousand Dollars (\$2,000). The City shall pay 75 percent and the employee shall pay 25 percent of the cost of the premium for such insurance.
3. Any claims or disputes concerning eligibility for or payment of benefits under said insurance plans shall be determined in accordance with the applicable insurance policies and contracts and shall not be subject to the grievance procedure provided for in this Agreement.
4. Employees shall be able to be eligible to participate in a flexible benefit plan for unreimbursed medical expenses and/or dependent care expenses. There shall be no cost to the employer.

ARTICLE 31
ANNUITIES

1. The Committee will, at the written request of a professional employee, enter into an agreement with said employee to reduce the amount of his/her 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, that the Committee will not purchase any such contracts from a company unless the company has at least five (5) employees enrolled as members. All new companies must sell five (5) or more contracts before enrolling members and all existing companies must have five (5) or more employees enrolled before it may add new members.
2. All new agreements for tax sheltered annuities shall be entered into by the employee and the Committee on the Friday immediately prior to the last pay period in November of each

year. Any changes in companies shall also be made on such date (Chapter 71, Section 37B of MGL).

3. Deductions will be made in equal amounts each pay period by the Committee from the employee's paycheck.
4. No more than two (2) changes in the amount of the bi-weekly deductions shall be made during each school year. A policy may be canceled by an employee at any time during the school year. An employee who cancels a policy during the school year may not again participate in the tax-sheltered program until the date established in Paragraph 2 above.
5. The deductions made each month cannot exceed 20 percent of the employee's compensation paid to him/her each pay period without the written approval of the City Treasurer. The Treasurer shall issue a Form 1099 for compensation which is deducted over the allowable amount.
6. The Treasurer, in accordance with the provisions of General Laws Chapter 71, Section 37B, shall transmit the premium payments deducted in accordance with the provisions hereof, to the insurer within fourteen (14) days of the date the premiums are deducted.

ARTICLE 32 DEDUCTIONS

1. The Committee will at the written request of a professional 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 Education Association, the Massachusetts Teachers' Association, the National Education Association, and the Bristol County Education Association. The total of said deductions shall equal the regular annual dues of said Association or Associations, as the case may be, 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 a professional employee 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. At the written request of a professional employee made to the Superintendent, deductions will be made from his or her compensation for the Attleboro Municipal Employees Federal Credit Union and/or the Century Bank and Trust.

**ARTICLE 33
PRINTING AND DISTRIBUTING AGREEMENT**

1. The cost of printing this Agreement shall be shared equally by the Committee and the Association.
2. The Association agrees to bear the cost of distributing a copy of this Agreement to each professional employee presently employed by the Committee and to each new employee hired by the Committee.

**ARTICLE 34
REDUCTIONS IN STAFF**

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 or which type or types of positions are to be eliminated.
3. No teacher with professional teacher status shall be laid off pursuant to a reduction in force or reorganization if there is a teacher without such status for whose position the covered employee is currently certified.
4. In determining which of its employees without professional status are to be laid off to accomplish any such reduction in staff the Superintendent will take into consideration the qualifications of employees for the position or type of positions 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.
5. In determining which of its employees with professional teacher status are to be laid off to accomplish any such reduction in staff, the Superintendent will take into consideration the qualifications of employees for the position or type of position to be eliminated, the quality of past performance of such employees and their seniority as employees of the Committee. Effective September 1, 2016, the primary factors for determination of such qualifications are indicators of job performance, including overall ratings resulting from comprehensive evaluations conducted consistent with M.G.L. c.71, § 38, and the best interests of the students

in the school district. For the purposes of the criteria set forth in the previous sentence, no distinction shall be made between overall performance ratings which indicate the teacher has met or exceeded acceptable performance standards ("proficient" and "exemplary"). 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. The standard of review in any arbitration arising out of or with respect to any decision made by the Superintendent under the provisions of this Paragraph 5, other than a grievance arising out of a determination of an employee's seniority, shall be whether the Superintendent was arbitrary or capricious in making his/her decision. The arbitrator shall not substitute his/her judgment for that of the Superintendent.

6. 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. Seniority for all part-time service shall be prorated; all prior part-time service will be grandfathered. Notwithstanding the foregoing, administrators who return to the bargaining unit shall have restored to them seniority equal to the number of years of the administrator's most recent continuous length of service in the bargaining unit.
 - 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 leaves of absence, except for maternity, paternity, unpaid sick leave, or layoff, shall not count toward the maximum of one year seniority. Summer employment and employment as a substitute teacher shall not be credited for seniority purposes. 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.
7. 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.

8. A full-time employee with professional teacher status, who has been laid off, or in lieu of being laid off, has been reduced to a part-time position in the bargaining unit, shall be entitled to recall rights, in the inverse order of his/her layoff or reduction to a part-time position as the case may be, to a full-time 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 his/her layoff or reduction to a part-time position.

A part-time employee with professional teacher status, who has not been involuntarily reduced to a part-time status, who has been laid off shall be entitled to recall rights, in the inverse order of his/her layoff, to a part-time 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 his/her layoff.

An employee without professional teacher status 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 one (1) year, except as is otherwise provided herein, from the effective date of the employee's layoff.

Any employee who is laid off and then offered a part-time position shall have the right to refuse said position without forfeiting his or her recall rights. If a full-time employee who is laid off accepts a part-time position, said employee shall retain recall rights to the next available full-time position.

For the purposes of this paragraph, a full-time or part-time position, which is to be filled on a full-time basis, shall mean a position which is to be filled for a period of at least one hundred (100) days during the work year. During their recall period, the employee has the responsibility to update the Superintendent in writing of the employee's current (including summer) phone number and address.

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. An employee must notify the Superintendent or designee in writing of acceptance of an offer to recall within seven (7) days of the phone contact or from the date of receipt of the certified mail, whichever is earlier. 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 or one (1) year period of recall, as the case may be, has not expired.

9. An employee who is laid off will be given preference by the Superintendent, except as is otherwise provided herein, during the employee's recall period in its employment of reserve teachers, if the employee informs the Superintendent in writing at the time of their layoff of the employee's desire to be so employed.

10. The status of employees with respect to professional teacher status shall not be altered by a layoff. An employee with professional teacher status who is recalled within said two (2) year period after the effective date of their layoff shall be recalled with professional teacher status. An employee without professional teacher status who is recalled within said one (1) year period after the effective date of the employee's layoff shall be credited with all prior service in the employ of the Committee which is creditable for the purpose of establishing the three (3) years of consecutive service which is required to acquire professional teacher status.
11. 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 with professional teacher status may continue such insurance coverage during the said two (2) year period for which they are eligible for recall, and employees without professional teacher status may continue such insurance coverage during the said one (1) 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 or one (1) year period, as the case may be, the employee's option to continue such insurance coverage shall terminate.
12. An employee who is recalled within said two (2) year period or within said one (1) year period, as the case may be, shall have restored to them all benefits the employee had accumulated at the time of their layoff.
15. 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 35 LONGEVITY PAY

1. A professional employee who has completed ten (10) years of service in the employ of the Committee will be paid \$1000 in the final pay period of the school year in which s/he completes these ten (10) years of service. This amount will increase by \$100 for every year of service thereafter up through an employee's twentieth (20th) year of service. After the twenty (20) years of service, this amount will increase by \$200 for every year of service thereafter.
2. The longevity pays, to which a professional employee is entitled, shall be paid in a lump sum payment in the final pay period of the school 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.

3. In addition to the foregoing longevity payments, there shall also be a supplementary longevity payment that will be available only to those teachers or nurses who have served in the Attleboro School System for at least twenty (20) years at the time the supplementary longevity payments will begin. Any such teacher or nurse shall be eligible to receive a supplementary longevity payment in the amount of two thousand dollars (\$2,000) in the first year of their period of collecting supplementary longevity, and three thousand dollars (\$3,000) in the second and third year that they collect supplementary longevity, for any single period of three (3) consecutive years during their career in Attleboro subject to the following conditions:
 - A. The teacher/nurse must give written notice of their intent to access this supplementary longevity payment to the Superintendent or his/her designee prior to the December 1 preceding the contract year in which the teacher desires to begin receiving this benefit.
 - B. Once given, the written notice will be irrevocable.
 - C. Once the three (3) year period for this supplementary longevity payment has been completed, the supplementary longevity payment will terminate and the teacher/nurse will revert to the salary level that she/he would otherwise be at under the terms of the collective bargaining agreement that is then in effect, and said teacher/nurse will be ineligible to receive further longevity payments under sections 1 and 2 of this Article during the remainder of the time she or he is employed in Attleboro.

ARTICLE 36 SICK LEAVE BANK

1. A sick leave bank shall be established for the purpose of making additional sick leave days available to bargaining unit members who have been employed in Attleboro for at least three (3) years, who have exhausted their entire sick leave accumulation through prolonged illness, and who have a serious illness or injury. A serious illness or injury shall be one which requires the employee's absence from work for more than ten (10) consecutive workdays. Participation in the sick leave bank shall be voluntary.
2. To be eligible to join the sick leave bank, an employee must have accumulated at least twenty-seven (27) days within the preceding three-year period and must apply for membership on a form approved by the Sick Leave Bank Committee. Employees wishing to join the bank must, except as is otherwise provided herein, submit an application for membership by November 1st of the school year in which he/she desires to join. An employee who desires to withdraw from the bank must do so by November 1st of the year of withdrawal. For the 2023-2024 school year, all bargaining unit members will need to reestablish themselves in the bank by meeting the eligibility criteria set forth above.

3. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee comprised of six (6) persons: one (1) educator from each level, one (1) elected AEA officer, the Director of Human Resources, and the relevant building administrator. In the event of a tie vote, the Sick Leave Bank Committee shall choose a mutually acceptable third party to break the tie. The decisions of the Sick Leave Bank Committee shall be final and shall not be subject to the Grievance Procedure.
4. In administering the sick leave bank, determining eligibility, and determining the amount of leave, the following general criteria shall be applied by the Bank Committee:
 - A. medical evidence of serious extended illness
 - B. prior utilization of eligible sick leave
 - C. other factors as a majority of the Sick Leave Bank Committee may deem appropriate.

No days may be withdrawn from the Bank for any other illness other than prolonged illness or accident. Days may not be withdrawn to permit an individual to stay at home to care for other members of the family. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding, with any appeal limited to an appeal to the Bank Committee itself.

5. The Sick Leave Bank will be initially funded with 500 days. At the start of the 2023-2024 school year the remaining days in the bank will be given back to the employees as follows: employees hired before August 25, 2021 shall receive three (3) days back; employees hired between August 25, 2021 through June 30, 2023, shall receive two (2) days back. Any excess days are forfeited.
6. When the Bank is depleted to fifty (50) sick leave days, an additional assessment of one (1) day of sick leave shall be made against the sick leave account of each eligible employee who has agreed to participate in the Bank.
7. The initial grant of sick leave days from the Bank shall not exceed twenty (20) days, after which the employee may reapply for additional days. Any grant of sick leave days shall end on the last day of the school year in which the prolonged illness began. The sick leave days granted by the Bank will be retroactive to the first day of the employee's illness or injury after his/her personal sick leave has been exhausted. Request for Sick Leave Bank days shall be submitted in writing to the Sick Leave Bank Committee and shall include a written statement from the employee's physician indicating the nature and extent of the illness or injury and the estimated time that the employee will be absent from work. Under unusual circumstances, the Association may submit a written request on behalf of an eligible individual. Applications for benefits may be made prior to the employee's exhaustion of his/her own personal sick leave to expedite benefits but drawing upon the Bank will not actually commence until after the employee's own sick leave days are exhausted and adequate medical notification has been provided. Notwithstanding the foregoing, it is agreed that not more than a total of one hundred eighty (180) sick leave days shall be granted from

the Sick Leave Bank during any one work year. If the total of one hundred-eighty (180) sick days is reached in any one year, the Sick Leave Bank Committee can request the School Committee for permission to grant up to an additional ninety (90) days. Notwithstanding the foregoing, it is agreed that not more than a total of ninety (90) sick leave days shall be granted from the sick leave bank, to any individual employee during one work year.

8. Notwithstanding the language above, once a member has utilized 90 days of time granted from the sick bank, they would need to re-establish the criteria of three (3) years and twenty-seven (27) days before they can request additional time from the sick bank.
9. All members who are eligible to participate in the sick bank will have a onetime opt out option, for employees hired prior to July 1, 2023. These employees have until September 30, 2023 to notify Human Resources that they want to withdraw from the sick bank. All members who are not eligible will need to apply once they are eligible.

ARTICLE 37
REIMBURSEMENT FOR COURSES, PROFESSIONAL CONFERENCES,
AND WORKSHOPS

1. The Committee shall reimburse a professional employee a maximum of nine hundred dollars (\$900), for a course, professional conference, or workshop approved in advance by the Superintendent and which in the discretion of the Superintendent is directly related to the employee's area of teaching responsibility. Reimbursement shall be contingent upon the employee's obtaining a satisfactory grade in any such course according to the standards of the institution and submitting evidence of such satisfactory completion to the Superintendent.

All requests for reimbursement must be submitted by May 1 of the fiscal year for which reimbursement is sought. Requests received after May 1 will be considered for reimbursement in the following fiscal year.

Course reimbursement benefits pursuant to Article 37 shall not be available for the 2024-2025 school year.

2. Notwithstanding the provisions of Paragraph 1, the amount of money allocated for course, professional conference, or workshop reimbursement will be ninety thousand dollars (\$90,000), divided into three parts for each semester Summer, Fall, and Spring. The allocation for the Summer semester shall be forty (40) percent of the total allocation with a minimum of four (4) slots reserved for specialized content staff. The allocations for the Fall and Spring semesters shall each be thirty (30) percent of the total allocation, allocation with a minimum of four (4) slots reserved for specialized content staff. Any money that is left over from the Summer semester will be carried forward in equal shares to the Fall and Spring semesters, and any money left from the Fall semester will be carried over to the Spring semester. Online courses from accredited colleges will be accepted provided the provisions of Article 37, Section 1 are met. Furthermore, it is hereby agreed that Nurses shall be eligible for participation in course reimbursement in accordance with the terms

and conditions applicable to teachers.

Professional employees applying for course, professional conference, or workshop reimbursement will be chosen on a first come, first served basis. The Superintendent shall maintain a list of those employees who have made application for and have been granted such reimbursement. An employee may apply for reimbursement for more than one course, professional conference, or workshop in any contract year and will be reimbursed for such additional instance, provided there are funds available in said reimbursement account after reimbursing all employees who have taken only one course, professional conference, or workshop.

3. By March first and August first of each year, the Superintendent will provide the Association with the numbers and frequency of those individuals who have been approved thus far for reimbursement and the amount of money left in the pool on those dates.

ARTICLE 38 JOB SHARING

1. Job sharing shall mean the sharing of the performance of the duties and responsibilities of a full-time teaching position by two part-time teachers. Each teacher shall participate equally in the performance of the duties and responsibilities of the position.
2. The participation of teachers in job sharing shall be on a voluntary basis. No job-sharing position shall be established without the approval of the Superintendent.
3. A teacher who is employed on a full-time basis and who desires to participate in a job-sharing position shall inform the Superintendent in writing that he or she is willing to accept a reduction from a full-time to a part-time position. Such teacher shall also indicate in writing that he or she understands that, once such reduction to a part-time position is made, the teacher cannot thereafter change his or her mind and displace or intrude upon the recall of a less senior teacher to attain full-time status.
4. The following working conditions shall apply to teachers participating in job sharing:
 - A. The regular workday for each teacher shall be one-half the regular workday for full-time teachers. There shall be an overlap often (10) minutes between the morning and afternoon tours of duty.
 - B. Both teachers will be present on duty for the entire workday for the first week of school in September of each year.
 - C. Half-days and in-service times shall be shared with the two teachers taking turns at coverage and reporting to each other.
 - D. Both teachers will be present for parent conferences.

- E. Both teachers will arrange meeting times to evaluate students and mark report cards.
 - F. If there is a temporary staffing interruption due to illness or other reason, the teacher who is available for work will cover for the absent teacher whenever possible, thereby eliminating the need for a substitute.
 - G. The planning time provided for teachers in Article 12 of this Agreement shall be shared by each teacher.
 - H. Each teacher will be paid one-half of his or her appropriate full-time *annual* salary established pursuant to the terms of this Agreement, except when the teacher works a full day pursuant to the provisions of this Article. On such days, the teacher will be paid his/her full daily rate of compensation.
- 5. Nothing in this Article shall preclude the appointment by the Committee of a teacher assigned to a job-sharing position to a full-time teaching position.
 - 6. A job-sharing teacher who applies for a full-time position will be given an interview and fair consideration for any openings for which he/she is qualified before a person is hired from outside the system.

**ARTICLE 39
SCOPE OF AGREEMENT**

- 1. The Committee and the Association agree that during the term of this Agreement all matters and issues pertaining to wages, hours, and conditions of employment of professional employees shall be governed exclusively by and limited to the terms and provisions of this Agreement.
- 2. 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.
- 3. 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 provisions.
- 4. If any provisions of this Agreement or any application of the Agreement to any employee or 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 40 DURATION

This Agreement shall take effect on September 1, 2023 and shall continue in effect to and including August 31, 2026 and shall thereafter automatically renew itself for successive terms of one (1) year each, unless by the October first prior to the expiration of the contract year involved, either the Committee or the Association shall have given the other written notice of its desire to modify or terminate this Agreement. Notice of desire to modify shall not be considered notice of termination. In the event notice is given of a desire to modify or terminate this Agreement, the Committee and the Association will meet promptly to begin negotiations.

ARTICLE 41 ATTENDANCE

1. The Parties agree that the consistent presence of professional employees is an essential component of a high-quality educational experience. While recognizing that certain absences are unavoidable, the Parties agree that frequent absences by professional employees can be disruptive and detrimental to the operation of a school. To that end, the Parties agree to the following process:
 - A. An employee's principal or other supervisor may have informal conversations with employees at any time regarding attendance.
 - B. Following an employee's sixth (6th) absence in a school year, the employee's principal may schedule a meeting with the employee to discuss the employee's attendance. During this meeting, the employee may be asked to provide documentation or other satisfactory explanation of the employee's absences. This meeting may be documented with a letter to the employee.
 - C. Following this meeting, the employee may be required to provide documentation or other satisfactory explanation in support of the need for any further absences for the remainder of the school year. An employee's failure to provide such required documentation or explanation may result in discipline.
 - D. Issues with an employee's attendance may be included in the employee's performance evaluation, where the employee exceeds six (6) absences in a school year without satisfactory documentation or explanation.
 - E. A demonstrated pattern of excessive absences by an employee over a period of multiple years may also result in disciplinary action.
2. Nothing in Paragraph 1 shall prevent a principal or other supervisor from addressing a situation involving evidence of sick leave abuse, regardless of the employee's number of absences.

ARTICLE 42
ATTLEBORO VIRTUAL ACADEMY

1. The terms of this Article regarding the AVA will apply to Attleboro High School (“AHS”) teachers only.
2. Teachers who are assigned to teach classes in the AVA will do so as part of their regular teaching schedule.
 - A. Teachers may be assigned to teach a combination of traditional in-person AHS classes, and AVA classes in which they will teach remote students while located at AHS.
 - B. The total number of blocks (both AVA and AHS) assigned to a teacher will not exceed the contractual limits on teaching load set forth in Article 12 of the Contract without the agreement of the teacher.
 - C. A teacher who agrees to teach a class in excess of said contractual limits will be compensated for the additional class at the teacher’s prorated per diem rate.
3. Notwithstanding the language of Article 12, Sections 12 and 15.C. of the Contract, the following limitations on class load will apply to teachers assigned to teach in the AVA:
 - A. Teachers will be responsible for no more than 8 “preps” in any one AVA block per year. Different levels of the same course will be considered to be one “prep” (e.g., Honors Algebra and CP Algebra are considered on “prep”).
 - B. In addition to the 8 preps in the AVA block, a teacher may be assigned 2 additional preps in the AHS schedule, totaling no more than 4 additional preps per year. Each block taught in the AVA schedule will count as one “prep” for the purpose of “prep” limits for AHS teachers.
 - C. Administration shall make every effort to limit a teacher’s number of preps to no more than 7; in the event that a teacher is assigned 8 preps in the AVA block, the teacher shall receive a payment of two (2) hours at the workshop rate.
4. The administration will attempt to fill teaching assignments in the AVA initially by soliciting volunteers and selecting from teachers who have expressed an interest in teaching in the AVA. AVA assignments are voluntary. No teacher will be involuntarily assigned to the AVA.
 - A. The terms of Sections 3 and 4 shall not apply to Special Education Teachers, and the Administration reserves the right to assign Special Education Teachers to teach in the AVA, if necessary, based on enrollment.
5. Teachers assigned to teach in the AVA may be required to attend up to one (1) additional afternoon meeting per month, beyond the meetings required by Article 12, Section 6 of the

Contract, for the purpose of an AVA staff meeting. Teachers will be compensated at the workshop rate for attendance at any such meetings which exceed the number of contractually required meetings.

6. Notwithstanding the class size limits set forth in Article 11 Section 15 of the Contract, AVA sections will be limited to sixty (60) Seats, and AVA advisories will be limited to sixty (60) students. One Block in the AVA schedule will be designated for advisory. In the event that a section or advisory in the AVA exceeds the aforementioned class size limits, the teacher will be paid an overage bonus in accordance with Article 11, Section 15.G. of the Contract.
7. Community partners provide external support for their students. Should those supports become unavailable the parties agree to bargain over the impact.
8. For purposes of Educator Evaluation, a teacher who teaches classes in both AHS and the AVA will be evaluated by the Principal (or Assistant Principal) of the school in which the teacher teaches more than 50% of their schedule (i.e., AHS or AVA). Input from the Principal (or Assistant Principal) of the other school may also be utilized by the evaluator.
9. Parent-teacher conferences for students in the AVA will be held on the same day and according to the same schedule as the conferences for all other students at AHS. Teachers will have the option of conducting conferences for AVA students virtually.

IN WITNESS WHEREOF, the Committee has caused this 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, effective on the day and year first above written.

FOR THE SCHOOL COMMITTEE:

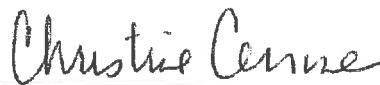


Stephen K. Withers, Jr., Chairman

FOR THE ASSOCIATION:



Richard Kelly, President



Christine Cerrone, Negotiating Chairperson

Date

11/27/23

Date

11/27/23

APPENDIX A-SECTION 1
SALARY SCHEDULES

Attleboro Education Association

2023-2024

Vocational:	Preliminary License	M/B+45	M+15	M+30	M+45/CAGS/PhD
		Professional License	Professional Plus 54	Professional Plus B	
1 (5)	\$ 52,157	\$ 57,038	\$ 58,748	\$ 59,924	\$ 62,465
2 (6)	\$ 53,881	\$ 58,924	\$ 60,690	\$ 61,905	\$ 64,530
3 (7)	\$ 55,662	\$ 60,871	\$ 62,696	\$ 63,951	\$ 66,663
4 (8)	\$ 57,502	\$ 62,884	\$ 64,769	\$ 66,065	\$ 68,867
5 (9)	\$ 59,403	\$ 64,963	\$ 66,910	\$ 68,249	\$ 71,143
6 (10)	\$ 61,367	\$ 67,110	\$ 69,122	\$ 70,505	\$ 73,495
7 (11)	\$ 63,395	\$ 69,329	\$ 71,407	\$ 72,836	\$ 75,925
8 (12)	\$ 65,491	\$ 71,620	\$ 73,767	\$ 75,244	\$ 78,435
9 (13)	\$ 70,804	\$ 73,988	\$ 76,206	\$ 77,731	\$ 81,028
10 (14)	\$ 72,930	\$ 76,434	\$ 78,725	\$ 80,301	\$ 83,706
11 (15)	\$ 76,311	\$ 78,961	\$ 81,327	\$ 82,956	\$ 86,473
12 (16)	\$ 79,692	\$ 81,163	\$ 83,596	\$ 85,270	\$ 88,885
13 (17)	\$ 81,684	\$ 83,366	\$ 85,865	\$ 87,583	\$ 91,298
14 (18)	\$ 83,726	\$ 85,366	\$ 87,925	\$ 89,685	\$ 93,488
15 (19)	\$ 85,820	\$ 87,500	\$ 90,123	\$ 91,927	\$ 95,826
16 (20)	\$ 87,965	\$ 89,688	\$ 92,376	\$ 94,226	\$ 98,221
17 (21)	\$ -	\$ 91,930	\$ 94,686	\$ 96,581	\$ 100,677
18 (22)	\$ -	\$ 94,228	\$ 97,053	\$ 98,996	\$ 103,194

Attleboro Education Association

2024-2025

Vocational:	Preliminary License	M/B+45 Professional License	M+15 Professional Plus 54	M+30 Professional Plus B	M+45/CAGS/PhD
1	\$ 62,103	\$ 63,320	\$ 65,218	\$ 66,523	\$ 69,344
2	\$ 63,656	\$ 64,903	\$ 66,848	\$ 68,187	\$ 71,078
3	\$ 65,247	\$ 66,525	\$ 68,519	\$ 69,891	\$ 72,855
4	\$ 66,879	\$ 68,189	\$ 70,232	\$ 71,638	\$ 74,676
5	\$ 68,551	\$ 69,893	\$ 71,988	\$ 73,429	\$ 76,543
6	\$ 70,264	\$ 71,641	\$ 73,788	\$ 75,265	\$ 78,457
7	\$ 72,021	\$ 73,432	\$ 75,633	\$ 77,147	\$ 80,418
8	\$ 73,822	\$ 75,267	\$ 77,523	\$ 79,075	\$ 82,429
9	\$ 75,667	\$ 77,149	\$ 79,462	\$ 81,052	\$ 84,489
10	\$ 77,559	\$ 79,078	\$ 81,448	\$ 83,079	\$ 86,602
11	\$ 79,498	\$ 81,055	\$ 83,484	\$ 85,156	\$ 88,767
12	\$ 81,485	\$ 83,081	\$ 85,571	\$ 87,284	\$ 90,986
13	\$ 83,522	\$ 85,158	\$ 87,711	\$ 89,467	\$ 93,260
14	\$ 85,610	\$ 87,287	\$ 89,903	\$ 91,703	\$ 95,592
15	\$ 87,751	\$ 89,469	\$ 92,151	\$ 93,996	\$ 97,982
16	\$ 89,944	\$ 91,706	\$ 94,455	\$ 96,346	\$ 100,431
17	\$ -	\$ 93,999	\$ 96,816	\$ 98,754	\$ 102,942
18	\$ -	\$ 96,349	\$ 99,237	\$ 101,223	\$ 105,516

Attleboro Education Association

2025-2026

Vocational:	M/B+45		M+15	M+30	M+45/CAGS/PhD
	Preliminary License	Professional License	Professional Plus 54	Professional Plus B	
1	\$ 64,004	\$ 65,257	\$ 67,214	\$ 68,559	\$ 71,466
2	\$ 65,604	\$ 66,889	\$ 68,894	\$ 70,273	\$ 73,253
3	\$ 67,244	\$ 68,561	\$ 70,616	\$ 72,030	\$ 75,084
4	\$ 68,925	\$ 70,275	\$ 72,382	\$ 73,831	\$ 76,961
5	\$ 70,648	\$ 72,032	\$ 74,191	\$ 75,676	\$ 78,885
6	\$ 72,415	\$ 73,833	\$ 76,046	\$ 77,568	\$ 80,858
7	\$ 74,225	\$ 75,679	\$ 77,947	\$ 79,508	\$ 82,879
8	\$ 76,081	\$ 77,571	\$ 79,896	\$ 81,495	\$ 84,951
9	\$ 77,983	\$ 79,510	\$ 81,893	\$ 83,533	\$ 87,075
10	\$ 79,932	\$ 81,498	\$ 83,940	\$ 85,621	\$ 89,252
11	\$ 81,930	\$ 83,535	\$ 86,039	\$ 87,761	\$ 91,483
12	\$ 83,979	\$ 85,623	\$ 88,190	\$ 89,956	\$ 93,770
13	\$ 86,078	\$ 87,764	\$ 90,395	\$ 92,204	\$ 96,114
14	\$ 88,230	\$ 89,958	\$ 92,655	\$ 94,509	\$ 98,517
15	\$ 90,436	\$ 92,207	\$ 94,971	\$ 96,872	\$ 100,980
16	\$ 92,697	\$ 94,512	\$ 97,345	\$ 99,294	\$ 103,505
17	\$ -	\$ 96,875	\$ 99,779	\$ 101,776	\$ 106,092
18	\$ -	\$ 99,297	\$ 102,273	\$ 104,321	\$ 108,744

APPENDIX A-SECTION 2

SCHEDULE OF SUPPLEMENTARY
COMPENSATION

COMPENSATION FOR SUPPLEMENTAL PROGRAMS

WORKSHOP RATES

COACHING POSITIONS

<u>2% Stipend Increase for FY24</u>	<u>23-24</u>	<u>24-25</u>	<u>25-26</u>
High School Yearbook Advisor	\$7,408	\$7,556	\$7,708
School Psychologist	\$5,232	\$5,336	\$5,443
Athletic Trainer	\$5,211	\$5,315	\$5,422
High School Band Director	\$4,344	\$4,431	\$4,520
Session Hall Supervisor	\$3,995	\$4,075	\$4,157
Faculty Manager (per season)	\$3,995	\$4,075	\$4,157
High School Experiential Learning Coordinator	\$3,648	\$3,720	\$3,795
Integrated Arts	\$3,648	\$3,720	\$3,795
High School Drama Coach (up to two)	\$3,127	\$3,190	\$3,254
High School Musical Director	\$3,127	\$3,190	\$3,254
High School Musical Producer	\$3,127	\$3,190	\$3,254
Middle School Drama Coach	\$3,127	\$3,190	\$3,254
Teen Parenting	\$2,760	\$2,815	\$2,872
High School Student Council Advisor	\$2,601	\$2,653	\$2,706
A cappella Group	\$2,248	\$2,293	\$2,339
Beginning Ballet	\$2,248	\$2,293	\$2,339
High School Jazz Ensemble Director	\$2,248	\$2,293	\$2,339
High School Theater Arts	\$2,248	\$2,293	\$2,339
Jazz Dance	\$2,248	\$2,293	\$2,339
Middle School Jazz Ensemble Director	\$2,248	\$2,293	\$2,339
Percussion Ensemble Director	\$2,248	\$2,293	\$2,339
Show Choir Dance Instructor	\$2,248	\$2,293	\$2,339
Show Choir Director	\$2,248	\$2,293	\$2,339
High School Class Advisor - Senior	\$1,997	\$2,037	\$2,078
High School Math Coach	\$1,738	\$1,773	\$1,808
Skills USA	\$1,500	\$1,530	\$1,561
National Honor Society	\$1,456	\$1,485	\$1,514
High School Class Advisor - Junior	\$1,332	\$1,359	\$1,386
High School Newspaper Advisor	\$1,332	\$1,359	\$1,386
Drill Instructor	\$1,215	\$1,239	\$1,264
High School Class Advisor - Sophomore	\$1,066	\$1,087	\$1,109
Majorette Instructor (Marching Band)	\$1,066	\$1,087	\$1,109
High School Class Advisor - Freshman	\$999	\$1,019	\$1,039
Color Guard Instructor (Marching Band)	\$936	\$955	\$974
Dance Squad Instructor (Marching Band)	\$936	\$955	\$974
Middle School After School Advisors (per section)	\$352	\$359	\$366
Saturday School Supervisor (per hour)	\$34	\$34	\$35
Intra-murals (per hour)	\$33	\$33	\$34
After-school Activities	\$1,059	\$1,080	\$1,102
Instructional Leadership Team	\$750	\$765	\$780

Coordinators A*	\$5,633	\$5,746	\$5,861
Coordinators B*	\$4,971	\$5,071	\$5,172
Component A Mentor	\$758	\$773	\$788
Component B Mentor	\$324	\$331	\$337
MS After School Building Coordinator	\$4,330	\$4,416	\$4,505
MS After School District Coordinator	\$4,330	\$4,416	\$4,505
LAB AEA PRESIDENT	\$6,514	\$6,644	\$6,777
LAB BOARD MEMBER	\$5,962	\$6,081	\$6,203
LAB COUNCIL CO CHAIR	\$5,300	\$5,406	\$5,514
LAB COUNCIL MEMBER	\$3,974	\$4,053	\$4,134
Coordinator Evening School	\$1,202	\$1,226	\$1,250
Summer Credit Recovery Instructor*	\$1,324	\$1,350	\$1,377
After School Credit Recovery Instructor	\$1,988	\$2,028	\$2,068
*Per course up to two courses per summer			

*Coordinator A: ESY Coordinator, Credit Recovery Coordinator, Childrens Center Coordinator

*Coordinator B: Team Facilitators, Curriculum Teacher Leaders Science/Math (5-8), Curriculum Teacher Leaders ELA/Social Studies (5-8), Arts K-12 Coordinator, Music K-12 Coordinator, PE/Health K-12 Coordinator, Events Manager

WORKSHOP RATES

The rate of payment for Academic Support Tutor, Continuing Education Instructors and Workshop Presenters will be \$37 per hour.

The "workshop rate," which is paid to individuals attending workshops, will be \$28 per hour.

EXTENDED SCHOOL YEAR

The rate of payment for professional employees working in the Extended School Year program will be \$45 per hour.

COACHING POSITIONS

For the purpose of determining their compensation, coaching positions shall be grouped into four (4) categories: Group 1, Group 2, Group 3, and Group 4, as indicated below. The basic criteria for determining which group a coaching position will be placed in shall be as follows:

1. **Supervision**
 - A. Number of students/athletes
 - B. Number of Assistant Coaches

2. **Hours**
 - A. Staff meetings
 - B. Games
 - C. Scouting
 - D. Weeks per season

3. **Injury Factors**
 - A. Hospital emergency
 - B. Physician service
 - C. Continuous rehabilitation

4. **Equipment**
 - A. Inventory
 - B. Maintenance

The following constitute the groupings:

Group 1	Group2	Group3	Group 4
Football	Boys' Basketball Girls' Basketball Ice Hockey Boys' Soccer Girls' Soccer	Baseball Softball Boys' Gymnastics Girls' Gymnastics Field Hockey Boys' Lacrosse Girls' Lacrosse Boys' Spring Swimming Volleyball Track Girls' Spring Track Boys' Winter Track Girls' Winter Track	Cheerleader Advisor Boys' Cross-Country Girls' Cross-Country Golf Boys' Tennis Girls' Tennis

The compensation paid for coaching positions in the different groupings shall be as follows: (Step 1 =year 1, Step 2 =all subsequent years)

ATHLETICS		22-23		23-24		24-25		25-26
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 1</u>	<u>Step 2</u>
Group 1								
Head	\$8,632	\$8,893	\$8,805	\$9,071	\$8,981	\$9,252	\$9,160	\$9,437
Asst	\$4,748	\$4,892	\$4,843	\$4,990	\$4,940	\$5,090	\$5,039	\$5,191
Frosh	\$3,886	\$4,004	\$3,964	\$4,084	\$4,043	\$4,166	\$4,124	\$4,249
Group 2								
Head	\$6,646	\$6,845	\$6,779	\$6,982	\$6,914	\$7,122	\$7,053	\$7,264
Asst	\$4,319	\$4,450	\$4,405	\$4,539	\$4,493	\$4,630	\$4,583	\$4,722
Frosh	\$3,653	\$3,756	\$3,726	\$3,831	\$3,801	\$3,908	\$3,877	\$3,986
Group 3								
Head	\$5,036	\$5,188	\$5,137	\$5,292	\$5,239	\$5,398	\$5,344	\$5,506
Asst	\$3,272	\$3,371	\$3,337	\$3,438	\$3,404	\$3,507	\$3,472	\$3,577
Frosh	\$2,770	\$2,856	\$2,825	\$2,913	\$2,882	\$2,971	\$2,940	\$3,031
Group 4								
Head	\$3,498	\$3,601	\$3,568	\$3,673	\$3,639	\$3,746	\$3,712	\$3,821
Asst	\$2,715	\$2,796	\$2,769	\$2,852	\$2,825	\$2,909	\$2,881	\$2,967

Changes in Factors

If any of the factors set forth above which govern the grouping of coaching positions change during or after the completion of a season which would require changing a sport from one group to another, the Association and the Committee will negotiate the adjustment. Any such changes will be completed within two (2) months of the close of the season.

As part of their settlement of this 2023-206 contract, the parties agree to refer the student activities and coaching stipends contained in Appendix A, Section 2 to the Leadership Advisory Board for its study and recommendations on proposed revisions, including revisions to the structure of the stipend schedule and the amount of particular stipends. Any recommendations of the lab will be referred back to the parties and will be subject to ratification by the full membership of the committee and the association.

APPENDIX A-SECTION 3

SCHEDULE OF PAY DAYS

2023-2024

	FROM	-	TO	Pay Date
1	8/27/23	-	09/09/23	09/15/23
2	09/10/23	-	09/23/23	09/28/23
3	09/24/23	-	10/07/23	10/13/23
4	10/08/23	-	10/21/23	10/27/23
5	10/22/23	-	11/04/23	11/10/23
6	11/05/23	-	11/18/23	11/24/23
7	11/19/23	-	12/02/23	12/08/23
8	12/03/23	-	12/16/23	12/22/23
9	12/17/23	-	12/30/23	01/05/24
10	12/31/23	-	01/13/24	01/19/24
11	01/14/24	-	01/27/24	02/02/24
12	01/28/24	-	02/10/24	02/16/24
13	02/11/24	-	02/24/24	03/01/24
14	02/25/24	-	03/09/24	03/15/24
15	03/10/24	-	03/23/24	03/28/24
16	03/24/24	-	04/06/24	04/12/24
17	04/07/24	-	04/20/24	04/26/24
18	04/21/24	-	05/04/24	05/10/24
19	05/05/24	-	05/18/24	05/24/24
20	05/19/24	-	06/01/24	06/07/24
21	06/02/24	-	06/15/24	06/21/24
				LAST DAY OF FISCAL YEAR
22	LUMP SUM			(6/28/2024)
	PAYMENT			

2024-2025

	FROM	-	TO	PAY DATE
1	08/26/24	-	09/07/24	09/13/24
2	09/08/24	-	09/21/24	09/27/24
3	09/22/24	-	10/05/24	10/11/24
4	10/06/24	-	10/19/24	10/25/24
5	10/20/24	-	11/02/24	11/08/24
6	11/03/24	-	11/16/24	11/22/24
7	11/17/24	-	11/30/24	12/06/24
8	12/01/24	-	12/14/24	12/20/24
9	12/15/24	-	12/28/24	1/03/25
10	12/29/24	-	01/11/25	01/17/25
11	01/12/25	-	01/25/25	01/31/25
12	01/26/25	-	02/08/25	02/14/25
13	02/09/25	-	02/22/25	02/28/25
14	02/23/25	-	03/08/25	03/14/25
15	03/09/25	-	03/22/25	03/28/25
16	03/23/25	-	04/05/25	04/11/25
17	04/06/25	-	04/19/25	04/25/25
18	04/20/25	-	05/03/25	05/09/25
19	05/04/25	-	05/17/25	05/23/25
20	05/18/25	-	05/31/25	06/06/25
21	06/01/25	-	06/14/25	06/20/25
22	LUMP SUM PAYMENT *			LAST DAY OF FISCAL YEAR (6/30/2025)

2025-2026

	FROM	-	TO	PAY DATE
1	08/24/25	-	09/06/25	09/12/25
2	09/07/25	-	09/20/25	09/26/25
3	09/21/25	-	10/04/25	10/10/25
4	10/05/25	-	10/18/25	10/24/25
5	10/19/25	-	11/01/25	11/07/25
6	11/02/25	-	11/15/25	11/21/25
7	11/16/25	-	11/29/25	12/05/25
8	11/30/25	-	11/13/25	12/19/25
9	12/14/25	-	12/27/25	01/02/25
10	12/28/25	-	01/10/26	01/16/26
11	01/11/26	-	01/24/26	01/30/26
12	01/25/26	-	02/07/26	02/13/26
13	02/08/26	-	02/21/26	02/27/26
14	02/22/26	-	03/07/26	03/13/26
15	03/08/26	-	03/21/26	03/27/26
16	03/22/26	-	04/04/26	04/10/26
17	04/05/26	-	04/18/26	04/24/26
18	04/19/26	-	05/02/26	05/08/26
19	05/03/26	-	05/16/26	05/22/26
20	05/17/26	-	05/30/26	06/05/26
21	05/31/26	-	06/13/26	06/18/26
22	LUMP SUM PAYMENT			LAST DAY OF FISCAL YEAR (6/30/2026)

APPENDIX B
ATTLEBORO PUBLIC SCHOOLS CALENDARS
2023-2024



Attleboro Public Schools
2023-2024 District Calendar

JULY [0]

M	T	W	Th	F	
3	4	5	6	7	(0)
10	11	12	13	14	(0)
17	18	19	20	21	(0)
24	25	26	27	28	(0)
31					(0)

OCTOBER [21]

M	T	W	Th	F	
2	3	4	5	6	(5)
9	10	11	12	13	(4)
16	17	18	19	20	(5)
23	24	25	26	27	(5)
30	31				(2)

JANUARY [21]

M	T	W	Th	F	
1	2	3	4	5	(4)
8	9	10	11	12	(5)
15	16	17	18	19	(4)
22	23	24	25	26	(5)
29	30	31			(3)

APRIL [17]

M	T	W	Th	F	
1	2	3	4	5	(5)
8	9	10	11	12	(5)
15	16	17	18	19	(0)
22	23	24	25	26	(5)
29	30				(2)

AUGUST [3]

M	T	W	Th	F	
	1	2	3	4	(0)
7	8	9	10	11	(0)
14	15	16	17	18	(0)
21	22	23	24	25	(0)
28	29	30	31		(3)

NOVEMBER [17]

M	T	W	Th	F	
		1	2	3	(3)
6	7	8	9	10	(3)
13	14	15	16	17	(5)
20	21	22	23	24	(2)
27	28	29	30		(4)

FEBRUARY [16]

M	T	W	Th	F	
			1	2	(2)
5	6	7	8	9	(5)
12	13	14	15	16	(5)
19	20	21	22	23	(0)
26	27	28	29		(4)

MAY [22]

M	T	W	Th	F	
		1	2	3	(3)
6	7	8	9	10	(5)
13	14	15	16	17	(5)
20	21	22	23	24	(5)
27	28	29	30	31	(4)

SEPTEMBER [19]

M	T	W	Th	F	
				1	(0)
4	5	6	7	8	(4)
11	12	13	14	15	(5)
18	19	20	21	22	(5)
25	26	27	28	29	(5)

DECEMBER [15]

M	T	W	Th	F	
				1	(1)
4	5	6	7	8	(5)
11	12	13	14	15	(5)
18	19	20	21	22	(4)
25	26	27	28	29	(0)

MARCH [20]

M	T	W	Th	F	
				1	(1)
4	5	6	7	8	(5)
11	12	13	14	15	(5)
18	19	20	21	22	(5)
25	26	27	28	29	(4)

JUNE [9]

M	T	W	Th	F	
3	4	5	6	7	(5)
10	11	12	13	14	(4)
17	18	19	20	21	(0)
24	25	26	27	28	(0)
					(0)

180 School Days
6 District Early Release Days
3 PD Days

13 School Vacation Days
5 Snow Days

12 Federal/State Holidays
4 Attleboro Holidays

SC Approved 2.6.2023