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

2014-2017 Contract
September 1, 2014 – August 31, 2017
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AGREEMENT

THIS AGREEMENT made and entered into this first day of September 2014, 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 purposes 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, head teachers, lead teachers, dean of students, nurses, coordinator of summer/evening school, director of summer schools, coordinators, guidance counselors/
specialists, school adjustment counselors, vocational guidance counselors, school psychologists, school librarians, department heads, instructional leaders, coordinators of special subjects, Data & Accountability Coordinator, student service directors, coaches, faculty manager, club advisors, high school band director, drill instructors, athletic coordinator and athletic trainer, but excluding the Superintendent of Schools, Assistant Superintendent of Schools for Business, Director for Teaching and Learning Excellence, Director of Special Education and Student Support Services, Principals, Assistant Principals, Associate Principal, Director of Primary and Preschool Education, 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 Athletics, 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 Contract 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

AGENCY SERVICE FEE

1. This article shall apply only to those employees who began work as a member of this bargaining unit on or after September 1, 2002, as well as to all employees who were members of the Association during the 2001-2002 contract year.

2. Every employee to whom this article applies (see paragraph 1) if and when not a member in good standing of the Association shall pay to the Association by January 1 of each contract year, or by January 1 shall have established a payroll deduction that will result in full payment by the end of the contract year, an agency service fee in an amount no greater than that permitted by G. L. Chapter 150E and by the regulations and decisions of the Massachusetts Labor Relations Commission. The amount of such agency service fee shall be certified annually in writing by the Association to the Superintendent.

3. In the event that an employee to whom this article applies fails to comply with the preceding paragraph, s/he shall be sent a written demand by the Association with a copy to the Superintendent. If the individual does not comply within thirty (30) days, and if the Association sends a written request calling for the suspension of the individual to the Superintendent, the Superintendent shall meet with the individual. If the individual still does not comply, s/he will be suspended without pay for five (5) days by the Superintendent on days selected by the Superintendent, with the School Department retaining the unpaid money. Such suspension will
not be grievable or arbitrable. No further action will be taken against that individual on the basis of that contract year.

4. The Association agrees to indemnify and hold harmless the Committee for any action that the Committee takes against any employee to enforce the agency fee provisions of this contract. Specifically, the Association agrees to reimburse the Committee, within thirty (30) days of being informed of the expenditure by the Committee, for all legal fees, costs, and damages related to the Committee’s enforcement of the agency fee provisions and/or related to litigation that results from the Committee’s enforcement of the agency fee provisions.

ARTICLE 4

NEGOTIATION PROCEDURE

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

ARTICLE 5

LEADERSHIP ADVISORY BOARD

The Attleboro School Committee and the Attleboro Education 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.

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.

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.

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 6

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 his/her grievance informally under the grievance procedure and from having his/her 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. 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 his/her grievance orally or in writing to his/her 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 his/her 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 his/her designee, as the case may be, shall advise the aggrieved employee and the Association in writing of his/her decision concerning the grievance.

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

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

1. The arbitrator selected shall hold hearings promptly and, unless the time shall be extended by mutual agreement, shall issue his/her 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 him/her of the final statements and proofs.

2. The arbitrator's decision shall be in writing and shall set forth his/her 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 7

PROFESSIONAL EMPLOYEE EVALUATION

1. The performance of each professional employee shall be evaluated from time to time by his/her 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 he/she agrees with the report. The professional employee shall also have the right to answer any such report in writing. The answer shall be submitted through his/her supervisor to the Superintendent and shall be attached to the evaluation report and filed in his/her 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 *Professional Employees Supervision and Evaluation System* will be available to all staff on the Attleboro Public Schools' website.

ARTICLE 8

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 his/her 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 his/her 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 16 Paragraph 1, hereof. The professional employee will be given written notice of his/her 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.

ARTICLE 9
PROFESSIONAL EMPLOYEE PERSONNEL FILES

1. Each professional employee shall have the right to review the contents of his/her personnel file. Within five (5) working days of the receipt of his/her written request, a professional employee will be permitted at a time designated by the Superintendent or his/her designee to inspect and make copies of his/her personnel folders, files, cards and records. In designating the time for such inspection and copying, the Superintendent or his/her designee will give consideration to the imperative needs 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 his/her files.

2. No material which is in any way derogatory to a professional employee, except any confidential material which may be received prior to his/her employment, shall be placed in his/her personnel file before he/she has 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 he/she has reviewed such material by signing his/her name to the copy to be filed in his/her 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 his/her personnel file.

**ARTICLE 10**

**ASSIGNMENTS, VACANCIES, AND TRANSFERS**

1. Professional employees shall normally be notified of their programs and school assignments no later than three 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. Written notice of vacancies in positions at the classroom level and in non-supervisory positions listed in Appendix A on the Schedule of Supplementary Compensation, which occur prior to the closing of school in June 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. Written notice of such vacancies which occur after the closing of school in June shall be posted on a bulletin board in the office of the Superintendent, and a copy of such notice shall be mailed or delivered to the President of the Association. Written notice of the vacancies which occur after the closing of school in June shall also be mailed to those professional employees who make written request therefore to the Superintendent no later than June 20th and who furnish him/her with a self-addressed and postage prepaid envelope. The written notice of vacancies provided for herein shall be given as soon as possible after the occurrence of the vacancy and shall indicate the date within which applications should be filed with the Superintendent. Said date shall not be less than seven (7) days from the date of the posting of the notice, except in cases of emergency. 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 written 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 April 16th 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 he/she 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 his/her 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 his/her 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 11
PROMOTIONS

1. Written notice of vacancies in positions, as described herein, which afford professional
employees the opportunity of promotion, 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. Professional employees who wish to receive
individual notice of any vacancy in any particular position or positions which may occur after the
closing of school in June shall notify the Superintendent in writing no later than June twentieth of
the particular position or positions in which they are interested. Written notice of any vacancies
which occur in such positions will be given to said professional employees. The notices provided
for in this paragraph shall be given as soon as possible after the occurrence of the vacancy.

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. Such date shall not be less than seven (7) days from the date of the posting of the notice, except in cases of emergency. 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 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.

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 12

WORK YEAR, WORK DAY, AND WORKLOAD

1. The work year of all professional employees, except as is otherwise provided herein, shall begin no earlier than September 1st, and shall terminate not later than June 30th in the following calendar year and shall consist of one hundred eighty-three (183) work days. The Leadership Advisory Board (LAB) will be consulted in the formation of the annual school calendar. 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.

For the 2015-2016 and the 2016-2017 school years, the parties agree that the work year may begin no earlier than August 25.

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.
Work days 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.

2. The work year of Guidance Counselors, Adjustment Counselors, 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, 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. Adjustment Counselors and Student Service Coordinators will be paid for such six (6) additional work days at their daily rate of compensation as is provided for in Paragraph 9 of this Article.

3. The Nurses' work year will coincide with the teachers' work year for 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 (3) days prior to the beginning of the teacher's work year and no less than two (2) days after said work year.

4. Except as is otherwise provided in this Article, the regular work day of professional employees in all levels of the school system shall consist of seven (7) hours and ten (10) minutes.

The length of time of such work days shall be consecutive. Professional employees, except those who are assigned to the performance of supervisory duties, shall be permitted to leave on the last day of the work week at the end of the pupils' day at the school to which they are assigned.

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.

5. In addition to the regular work day provided for in Paragraph 4 above, professional employees shall attend and participate in such afternoon meetings or conferences related to the educational programs the Superintendent or his/her designee may direct, provided, however, that the number of such meetings or conferences held during the school year shall not exceed thirteen (13) in the 2014-2015 school year and then twelve (12) going forward. The length of any such meeting or conference shall not exceed more than one hour beyond the end of the regular work day.

Professional employees will be given, at least one week prior to the holding of any such meeting or conference, a written notice of the date. At least two 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.

6. Professional employees shall also be required to attend and participate in such evening meetings or events related to the educational program as the Superintendent or his/her designee may direct, provided, however, that any such meetings or events shall not be held more than five (5) times during the 2014-2015 school year and, beginning with the 2015-2016 school year, not more than
four (4) times per school year, one of which will be used as a “flex day,” subject to approval by the building principal. Such meetings or events shall not exceed two (2) hours in duration.

On days when employees are required to attend such evening meetings or events, they will be permitted to leave at the end of the pupils' 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.

7. In addition to the regular work day provided for in Section 4 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, his/her designee, or the Principal may direct.

8. The Deans and the Network Coordinator shall be required to work no less than two (2) days prior to the beginning of the work year for other professional employees described in Paragraph 1 above and no less than two (2) days after the end of said work year. The Content Coordinators (except for the Guidance Coordinator who works extra days consistent with section 2 above) shall be required to work no less than one (1) day prior to the beginning of said work year and no less than one (1) day after the school work year.

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 his/her daily rate of compensation, determined by dividing his/her annual rate of compensation, exclusive of any compensation he/she 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 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.

*A prep is defined two ways: (1) within a given trimester any sections that have different course numbers count as separate preps, and (2) across the year courses that share a curriculum either through differing levels (College or Honors) or as split components of a single course (A and B) count as one prep.

12. Educators shall have one preparation period during each regular school day during which they will not be assigned other duties. Elementary educators will receive one 57 minute preparation period per day. Once every two weeks, 40 minutes of this preparation time may be used by principals for the purpose of building/team meetings. In addition, three times per week, elementary
educators will receive an additional duty-free 20 minute planning period; classroom teachers will have this additional 20 minutes attached to their 20 minute duty-free lunch period. Middle school educators shall have one (1) daily self-directed preparation 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. The high school will be on a trimester schedule. Each day within the trimester will be made up of five (5) periods of approximately equal length. Educators will be given one (1) period for daily preparation during two (2) of the trimesters and two (2) daily preparation periods during the third trimester. All high school preparation time will be self-directed.

13. The Superintendent, to the extent possible, will employ substitute teachers to fill the temporary absences of classroom teachers. 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 his or her 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:

- temporary absences which occur after the start of the workday
- teachers engaged only in interdisciplinary instruction
- teachers assigned to the Title 1 program

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.

Teachers assigned to teach under the provisions of this Article and who may voluntarily forfeit their daily preparation period to substitute shall receive additional compensation at the applicable hourly workshop rate in the amount of one hour’s pay for elementary and middle school teachers and 1.4 hour’s pay for high school teachers substituting in the 4x4 block schedule. No teacher shall be assigned to cover more than one class at any one time.

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.

14. Class size as used herein shall mean the number of students for whom a teacher is instructionally responsible during each instructional time period. Subject to physical and budgetary limitations and except as is otherwise provided herein, the class size of teachers in the elementary school shall not exceed twenty-eight (28) students. If a class in the high school or middle school exceeds twenty-eight (28) students, an attempt will be made to reduce such class to twenty-eight (28) students. Class size limitations shall be applicable to all courses of study except physical education, chorus, orchestra, band, drama and other performing arts.

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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.

High school teachers will be required to teach two (2) trimesters of four (4) classes each with daily numbers not to exceed ninety-five (95) students per day. During the third trimester, teachers will be required to teach three (3) classes with daily numbers not to exceed seventy-eight (78) students per day. Any teacher with a class load of one or two classes per day will have totals of no more than twenty-eight (28) or a total of forty-eight (48) students respectively.

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.

During a trimester in which an Exploratory teacher has a four (4) period teaching schedule, his/her daily numbers will not exceed ninety-five (95) students per day or a maximum of twenty-eight (28) per non-Exploratory class. During a trimester in which an Exploratory teacher has a three (3) period teaching schedule, his/her numbers will not exceed seventy-five (75) students per day or a maximum of twenty-eight (28) per non-Exploratory class.

The Department Coordinators and Athletic Director will teach no more than four (4) trimesters per year. For example: one (1) yearlong class equals three (3) trimesters and one (1) trimester elective equals a total of four (4) trimesters. The Activities Director and Test Coordinator will each teach seven (7) trimesters per year. The AEA President (if a high school teacher) will teach six (6) trimesters per year. No individual may be scheduled for a trimester in which they do not teach at least one class.

In the event a high school teacher is assigned 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 over the limit. Overages will be determined over any 20-day period per trimester as evidenced by ASPEN.

Beginning in the 2015-16 school year, elementary and middle school teachers with class sizes exceeding 28 students will be entitled to time off without loss of pay according to the terms below. Overages will be determined twice yearly, in accordance with the class sizes in effect on October 1 and March 1.

- Teachers with an overage of 1-3 students will be granted an additional one-half (½) personal day.
- Teachers with an overage of 4-6 students will be granted an additional one (1) personal day.
- Teachers with an overage of 7-9 students will be granted an additional one and one-half (1½) personal days.
- Teachers with an overage of 10 or more students will be granted an additional two (2) personal days.
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 3:30 p.m. In addition, the Chairperson of the Association's Grievance Committee will be permitted to leave his or her school at the end of the students' day to attend scheduled grievance hearings.

16. Twice during the school year, once in November and once in March, the Special Education Director will, in consultation with building principals, and with written input that has been submitted by October 31 or by February 28 of the current year to the principals from the professional employees involved if they so choose, review the case loads of psychologists, occupational therapists, physical therapists, diagnostic prescriptive teachers, imbedded high school special education teachers, and speech pathologists for possible redistribution of resources (e.g., realignment of case loads, realignment of staff, hiring additional staff or other plausible solutions subject to physical and budgetary limitations) depending upon students' level of need as well as duration and frequency of need. The results of the review will be reported in writing to the Association President.

17. Any teacher who is resigning or retiring is required to submit a written notification to the Superintendent or his/her designee at least thirty (30) days in advance of the effective date of the resignation or retirement.

18. The District will provide the President of the Attleboro Education Association with release time which is equivalent to one-third (1/3) of the total available instructional periods per week (e.g., under the present high school schedule release time would be for five blocks out of a total of fifteen) for the purpose of attending to the business of the Association, and the District will make reasonable efforts to schedule the preparation period of the Vice President/Grievance Chairpersons of the Association for the last block of the school day.

ARTICLE 13
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 his/her designee, shall post these three Lead Mentor positions, with position requirements and responsibilities in accordance with the provisions of the collective bargaining agreement.

3. Once selected, the three 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 14
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 Instructional Aides and/or Teacher Aides 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 or a single day.

ARTICLE 15
PLACEMENT ON THE SALARY SCHEDULE

1. Subject to the provisions of this Agreement, the compensation of each professional employee for his/her 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 his/her 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 his/her proper place on the salary schedule in accordance with the provisions of Paragraph 6 of this article.

5. 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.

6. The Superintendent may appoint a professional employee at a step rate of the salary schedule which is higher than his/her 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 his/her 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 professional employee to be placed on the Bachelor's plus 15 salary schedule must have earned a total of fifteen (15) credits after attainment of his/her Bachelor's degree. At least nine (9) of these credits must be graduate credits, and six (6) may be undergraduate.

B. A professional employee to be placed on the Bachelor's plus 30 salary schedule must have earned a total of thirty (30) credits after attainment of his/her Bachelor's degree. At least eighteen (18) of these credits must be graduate credits, and twelve (12) may be undergraduate.

C. 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 Bachelor's plus 30 salary schedule must have earned a total of thirty (30) credits after the attainment of his/her permanent vocational certificate. These credits may be undergraduate credits.

D. 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 he/she has acquired a Master's degree from an accredited college or university.
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 degree salary schedule must have earned a total of sixty (60) credits after the attainment of his/her permanent vocational certificate. At least thirty-six (36) of these credits must be undergraduate credits.

F. 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.

G. 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 15 salary schedule must have earned a total of seventy-five (75) credits after the attainment of his/her permanent vocational certificate. At least forty-five (45) of these credits must be undergraduate credits.

H. 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.

I. 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 total of ninety (90) credits after the attainment of his/her permanent vocational certificate. At least sixty (60) of these credits must be undergraduate credits.

J. A professional employee to be placed on the CAGS (Certificate of Advanced Graduate Study) salary schedule must present evidence that he/she has acquired such certificate from an accredited college or university.

K. A professional employee to be placed on the Doctor's degree salary schedule must present evidence that he/she has acquired a Doctor's degree from an accredited college or university.

L. 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.

M. Notwithstanding the provisions of Subparagraphs G and 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 he/she earned during the five (5) year period immediately preceding his/her attainment of the Master's Degree and which were not applied to the attainment of the Master's Degree.

N. It is hereby agreed that one (1) single form shall be developed and used for the approval of course participation and reimbursement.

O. When a teacher desires to advance horizontally to a new column of the wage scale, s/he must document, on a form obtained from personnel office, the course work which supports
the horizontal advancement, as well as any additional courses that s/he 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, teachers must give written notice to the Superintendent or designee by the preceding December 1 that the teacher will likely be advancing laterally on the salary scale during the following contract year. Teachers will then provide documentation of 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.

7. A Bachelor’s degree plus 45 credits shall be equated on the salary schedule with a Master’s degree and a Master’s degree plus 45 credits shall be equated on the salary schedule with a CAGS.

8. 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 staff members. This committee shall also be responsible for setting the standards for the future for workshop credit and credit for research or projects.

9. 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 he/she 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 his/her 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 his/her unsatisfactory work performance unless he/she shall have received written notice no later than February 15 of said school year that his/her performance was unsatisfactory and that he/she would receive an unsatisfactory work performance rating for said year unless substantial improvement in his/her performance was made.

C. That he/she meets the requirements set forth in Paragraph 9 next below with respect to the attainment of semester hour credits.

10. 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 he/she 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 his/her 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 he/she shall have received
written notice no later than February 15 of said school year that his/her performance was
unsatisfactory and that he/she would receive an unsatisfactory work performance rating for
said year unless substantial improvement in his/her performance was made.

11. 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.

12. Effective for individuals who are initially hired for the 2005-2006 contract year and thereafter,
individuals 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 35, Section 6. If an individual
before the start of the school year presents evidence that s/he has received certification, s/he will
be increased at the start of the school year to the wage level at which s/he would have been
compensated had s/he been properly certified from his/her date of hire. If an individual provides
evidence before the 91st day of the school year that s/he has received certification, s/he will go to
the new wage rates as of the 91st day. The Superintendent or his/her designee will have the
discretion to move the individual to the new wage rate sooner than the above if the individual 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.

ARTICLE 16

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 his/her regular
teacher’s salary as determined by his/her 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 15th.

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 1/26 of the employee's salary and
the twenty-second (22) equal to 5/26 of the employee's salary being paid at the next bi-weekly date
according to Appendix A. Professional employees who desire to change their method of payment
from twenty-one (21) equal bi-weekly payments to twenty-two (22) bi-weekly payments, or vice
versa, shall so notify the Superintendent, in writing, before August 1, to take effect the first pay
period of the new work year. No change in the method of payment shall be made during the work
year. The compensation due a coach for a particular sport will be paid to him/her on a bi-weekly
basis commencing at the end of the second week of the twelve (12) week season established for
his/her sport. A professional employee who leaves the employ of the Committee shall receive the
balance of the compensation due him/her for the school year in his/her salary check covering the
period in which the date of the termination of his/her employment shall occur.

4. The daily rate of compensation for each professional employee for the purpose of determining
the deduction to be made in his/her 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 his/her
annual rate of compensation divided by the number of work days 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 his/her total compensation for such year the amount of such daily rate of
compensation multiplied by the number of days he/she has been in a pay status in such year.

5. Each professional employee shall receive each school year with the first pay check 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 17

SICK LEAVE

1. Sick leave with pay 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 his/her duties by illness or injury.

B. Is required to give care and attendance to his/her spouse, child, parent or other member of his/her immediate household who is afflicted with a contagious disease.

C. Would jeopardize the health of others by his/her presence on duty because of exposure to a contagious disease.

D. Is required to give bedside or household attention to his/her spouse, child, parent or other member of his/her immediate household who is seriously ill. The sick leave which is granted in these cases shall not exceed a maximum of seven (7) days at any one time. Up to five (5) days per teacher year may be used to give bedside attention to the teacher's parents or children who are seriously ill but who live outside the teacher's household.

2. Each said professional employee shall accrue sick 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. Sick leave as 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 (200) days.

3. A professional employee may be granted, in the discretion of the Committee, sick leave, up to a maximum of thirty (30) days, in excess of the amount which shall have accrued to his/her credit. Requests for such advanced sick leave shall be submitted in writing to the Superintendent for the approval of the Committee. If the employment of a professional employee who has been granted advanced sick leave shall be terminated before the full amount of such advanced sick leave shall be earned, the amount of compensation owed shall be deducted from his/her final pay check. The Committee's approval or disapproval of any such request for advanced sick leave shall not be subject to the Grievance Procedure set forth in Article 6 of this Agreement.

4. Professional employees may be required to submit medical certificates in support of requests for sick 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 sick leave. If the employee exhausts his/her accumulated sick leave, he/she may petition the sick leave bank for additional leave. An employee who is on Workers' Compensation
may opt not to have his/her workers' compensation payments supplemented, in which case there will be no charge against sick 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 sick leave. If the employee exhausts his/her accumulated sick leave, he/she may petition the sick leave bank for additional leave. An employee who is on workers' compensation may opt not to have his/her workers’ compensation payments supplemented, in which case there will be no charge against sick 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 twenty (20) 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 seventy-five (75) to his/her credit at the time of his/her retirement by thirty dollars ($30); provided, however, that the number of days to be multiplied by thirty dollars ($30) shall not exceed one hundred (100) days.

7. In the event an employee with professional teacher status shall die while in the employ of the Committee, there shall be paid to his/her designated beneficiary or to his/her 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 twenty-five dollars ($25.00), provided, however, that the number of accumulated sick leave days to be multiplied by twenty-five dollars ($25.00) shall not exceed ninety (90) in number.

8. A low sick leave utilization stipend shall be available for teachers who are on a paid status, but not on Workers Compensation, for an entire work year. Teachers who are eligible may redeem sick days and will receive their stipends, either at the end of the fiscal year or at the start of the following school year at the discretion of the School Committee, according to the following schedules:

<table>
<thead>
<tr>
<th>Number of sick days used by the teacher during the school year.</th>
<th>Number of days that may be redeemed at the rate of $100.00 per day.</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>4 X $100.00 = $400.00</td>
</tr>
<tr>
<td>1</td>
<td>3 X $100.00 = $300.00</td>
</tr>
<tr>
<td>2</td>
<td>2 X $100.00 = $200.00</td>
</tr>
<tr>
<td>3</td>
<td>1 X $100.00 = $100.00</td>
</tr>
</tbody>
</table>
A. Days which are redeemed will be deducted from the teacher’s accumulated sick leave days.

B. Teachers who are eligible and who wish to redeem days shall notify the Superintendent in writing by June 1 of the year in question. A failure to so notify the Superintendent will exclude a teacher from receiving a low sick leave utilization stipend for that year.

ARTICLE 18

LEAVES OF ABSENCE WITH PAY

1. Personal Leave: Professional employees may be granted, at the discretion of the Superintendent, up to three (3) days off, without loss of pay, hereinafter called personal leave days, (a) on days when they are unable to report for work because of emergent and unavoidable conditions, and (b) to attend to personal matters that cannot be reasonably attended to outside of the normal work day. Personal leave days shall not exceed three (3) in number in any one work year and shall not be granted on the day before or the day after a holiday or a vacation period, except in the cases of absences caused by emergent and unavoidable conditions as stated above. Marriage or preparation for marriage of a professional employee will be considered a matter for which one personal leave day may be granted. Requests for personal leave days to be used before May 1 in a school year shall be submitted to the Building Principal, who shall forward the request to the Superintendent; such requests need not state the specific reasons for the personal day, and shall be subject to the following restrictions:

A. The individual must give forty-eight (48) hours written notice to his/her building principal.

B. 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 any one “house” at the High School, may take a personal day for reasons not to be explained.

C. A personal day for reasons that need not be explained cannot be taken on the day before or after holidays or vacations, nor during the first or last five school days of the school year.

D. At the end of each contract year, a teacher’s unused personal days will be converted to accumulated sick days.

E. It is understood that if an employee chooses to give reasons for his/her use of a personal day prior to May 1, then the restrictions for personal days without a reason do not apply.

Requests for personal leave days to be used on or after May 1 in a school year shall be submitted in writing to the Superintendent with the reasons therefore. Such requests shall be submitted through the Building Principal, except that a professional employee who considers his/her reason for requesting a personal leave day to be extremely personal and confidential will be permitted to submit such request directly to the Superintendent.
2. **Religious**: Professional employees of the Jewish faith shall be excused, without loss of pay, for not in excess of three (3) days for the purpose of observing the religious holy days, Rosh Hashanah and Yom Kippur.

3. **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, step-brother, step-sister, 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.

4. **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.

5. **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.

6. **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 his/her regular pay and the pay which he/she receives from the Federal or State Government during the period of his/her temporary active duty.

7. **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.

8. **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) work days in advance of the hearing date.
9. **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 he/she received for jury duty.

10. **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) work days 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 Teaching Status (PTS).

11. 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 19**

**LEAVES OF ABSENCE WITHOUT PAY**

1. **Military**: Military leave without pay will be granted by the Superintendent to a 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 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 was 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 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 he/she 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 his/her 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 he/she were actively employed by the Committee during the leave and be placed on the salary schedule at the level he/she 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. **Adoption:** A professional employee shall, upon the adoption of a child, be granted a leave of absence without pay for a period not to exceed one (1) work year, except as is otherwise provided herein, to take care of such child. An employee shall be granted a second year of leave of absence without pay for such purpose if the adopted child is of pre-school age during such second year. The employee who is granted such leave shall be permitted to return to duty only at the beginning of the work year. In the event the employee's leave of absence shall expire after the beginning of the next work year following the commencement of the leave, the leave of absence shall be extended to the beginning of the next work year to permit the employee's return to duty at that time. Upon return from such leave, the employee shall not advance in increment unless such employee shall have worked at least one hundred (100) days in the work year in which the leave commenced.

11. **Paternity Leave:** A male professional employee shall be granted a leave of absence without pay for a period of up to one (1) work year for the purpose of rearing his child. The employee who is granted such leave shall be permitted to return to duty only at the beginning of the work year. In the event the employee's leave of absence of one (1) year shall expire after the beginning of the next work year following the commencement of the leave, the leave of absence shall be extended to the beginning of the next work year to permit the employee's return to duty at that time. Upon return from such leave, the employee shall not advance in increment unless such employee shall have worked at least one hundred (100) days in the work year in which the leave commenced.

12. **Other:** Leaves of absence without pay or increment may be granted to professional employees for purposes other than those set forth above.

13. **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.
14. **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, he/she shall be deemed to have resigned, and the obligation of the Committee to provide a position for him/her shall cease. If the employee desires an extension of his/her leave of absence, he/she shall submit a request in writing to the Superintendent for such extension no later than March first of the year in which his/her leave of absence expires. Any request for extension which is not submitted by such date shall be denied. If the employee is granted an extension of his/her leave of absence, he/she shall not be permitted to return to duty prior to the expiration of the extension unless a position is available to permit his/her earlier return.

15. **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 his/her return, and he/she 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 his/her 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.

16. **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 20**

**MATERNITY LEAVE**

1. A leave of absence shall be granted for maternity purposes to female professional employees on the terms and conditions set forth in this Article.

2. The employee shall notify the Superintendent in writing, by the end of her fourth month of pregnancy, of the date she wishes to commence her leave of absence. Such notice shall include a written statement from her physician attesting to the employee's ability to continue performing the full schedule of her duties and responsibilities and giving his/her estimate of the delivery date. She shall be permitted to continue on active duty until such date, provided she does perform the full duties and responsibilities of her position and furnishes additional statements from her physician upon the reasonable request of the Superintendent or his/her designee.

3. The employee may elect to utilize her accumulated sick leave during her period of physical disability. Sick leave shall be paid only during the time period in which a physician certifies the employee to be physically disabled and only to the extent of the number of sick leave days the employee has accumulated.
4. The leave of absence, 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 Christmas recess 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 she wishes to return and furnish him/her with a statement from her physician attesting to her ability to resume the full performance of the duties and responsibilities of her position. If the employee fails to notify the Superintendent in writing within ninety (90) days prior to the expiration of such leave of her 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, she shall be deemed to have resigned, and the obligation of the Committee to provide a position for her shall cease.

5. All benefits to which the employee was entitled at the time her leave of absence commenced, including any unused accumulated sick leave, shall, except as is otherwise provided herein, be restored to her upon her return, and she shall be assigned to the same teaching position which she 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 her return from leave. The determination as to what constitutes a substantially equivalent position shall be made by the Superintendent in each case. Upon her return the employee shall not advance in increment unless she shall have worked at least one hundred (100) days in the school year in which her leave commenced in the Attleboro Public School System or in another school system. The Superintendent shall not be required to restore an employee on maternity leave to her 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 her maternity leave; provided, however, that the employee on maternity leave shall retain any preferential consideration for any other position to which she may be entitled as of the date her leave commenced.

ARTICLE 21

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 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, he/she 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, he/she will refund to the City of Attleboro an
amount equal to such proportion of salary received by him/her 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 he/she would have achieved had he/she remained actively employed in
the Attleboro School System. In addition, the employee will have restored to him/her all benefits
to which he/she 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 22

PROTECTION OF TEACHERS

1. All employees of the Attleboro Public Schools deserve a safe workplace environment free from all forms of harassment and bullying. All cases of harassment and/or bullying will be reported to the building principal, who will report all such incidences 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 cases of assault and/or battery must be reported to the building principal, Superintendent and the Attleboro Police Department.

2. A professional employee, who claims that he or she has sustained damages to his or her clothing or other personal property during the course of his or her employment, shall present his or her 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. By September, 2015, a district-wide personnel safety plan committee comprised of an equal number of members selected by the AEA President or designee and by the School Committee will be established, with the goal of developing a full district-wide personnel safety plan by June 30, 2016. Future Professional Development offerings will include safety-related topics.

ARTICLE 23

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 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.
ARTICLE 24

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 25

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. A Professional Development Committee will be formed and 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. Among other things, the Professional Development Committee will consider the varying of professional development offerings by department, grade level and content.

ARTICLE 26

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 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 35
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 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.

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.

ARTICLE 27
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 1st date shall occur in the event a teacher is transferred to another building or to another grade level, except for a two-year assignment staying with the same class. A teacher 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 teacher is in the new assignment, the teacher 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 28
BUILDING RESPONSIBILITY

No teacher without his/her 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 29
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. A teacher’s 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, teachers 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 teachers 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 teachers, 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 30
COMMUNICATIONS

1. The Committee recognizes the need for effective communications 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.

ARTICLE 31

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 32

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 MGLA).

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 33**

**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 34**

**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 35

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 or 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 work day 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 his/her 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 his/her 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 his/her recall period, the employee has the responsibility to update the Superintendent in writing of his/her 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 his/her 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 un-claimed, 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 his/her recall period in its employment of reserve teachers, if he/she informs the Superintendent in writing at the time of his/her layoff of his/her 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 his/her 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 his/her 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, his/her 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 him/her all benefits he/she had accumulated at the time of his/her layoff.
13. The specific procedures provided in Chapter 71 of the General Laws of Massachusetts for accomplishing the layoff of certain categories of employees will be adhered to by the Committee. Nothing in this Article shall be deemed to limit any of the rights granted to employees under the provisions of said Chapter 71.

14. The provisions of this Article shall not apply to the termination of the employment of a Professional Employee for any reason other than the reasons specified in Paragraph 1 hereof.

ARTICLE 36

LONGEVITY PAY

1. A professional employee who has completed ten (10) years of service in the employ of the Committee will be paid $800 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 $80 for every year of service thereafter. Effective for the 2015-2016 school year, this incremental increase per year of service beyond ten (10) will be increased to $85; effective for the 2016-2017 school year it will be increased to $90.

2. The longevity pay 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 s/he collects supplementary longevity, for any single period of three (3) consecutive years during his/her career in Attleboro subject to the following conditions:

A. The teacher/nurse must give written notice of his/her 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 37
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 work days. 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 thirty (30) sick 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.

3. The sick leave bank shall be administered by a Sick Leave Bank Committee comprised of four (4) persons, two (2) appointed by the Association and two (2) by the Committee. 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 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 by deducting one (1) sick leave day from the accumulated sick leave days of each employee who has agreed to participate in the Bank and to contribute such days to the Bank. 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.

6. 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. In the event of a difficult to diagnose disease, eligibility will be considered from the first point from which the illness began. 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.

7. Effective as of 2010 and beyond, educators who retire and who at the time of retirement have accumulated in excess of 175 sick days may contribute at the time of their retirement fifteen (15) days to the sick leave bank (i.e. the days in excess of 175). [2008-2009 = 5 days, 2009-2010 = 10 days]

It is understood that the terms of this section 7 are agreed to in the context of the other language of this Article and all other Articles relating to sick leave (e.g., the sick leave buyback language under Article 17, section 6) remaining unchanged.

ARTICLE 38
REIMBURSEMENT FOR COURSES, PROFESSIONAL CONFERENCES, AND WORKSHOPS

1. The Committee shall reimburse a professional employee a maximum of eight hundred and fifty dollars ($850) in 2015-2016 and nine hundred dollars ($900) in 2016-2017, 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.

2. Notwithstanding the provisions of Paragraph 1, the amount of money allocated for course, professional conference, or workshop reimbursement will be eighty-eight thousand dollars ($88,000) in 2015-2016 and ninety thousand dollars ($90,000) in 2016-2017, 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. On-line courses from accredited colleges will be accepted provided the provisions of Article 38, 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 39

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 of ten (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 preparation 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 40

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 41

DURATION

This Agreement shall take effect on September 1, 2014 and shall continue in effect to and including August 31, 2017 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.

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.

Atteboro School Committee

David Murphy, Chairperson

Date 9-21-15

Atteboro Education Association

Adeline M. Bee, President

Date 9/15/2015
### Effective for 2014-2015 School Year

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### Effective for 2015-2016 School Year

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### Effective for 2016-2017 School Year

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Effective for the 2016-2017 School Year, Steps 11 and 12 have been eliminated for columns B, B+15, and B+30. Educators already on Steps 10, 11, or 12 in these columns during 2015-2016 will remain in place until such time as they advance to another lane.
APPENDIX A – SECTION 2

SCHEDULE OF
SUPPLEMENTARY COMPENSATION

COMPENSATION FOR SUPPLEMENTAL PROGRAMS

WORKSHOP RATES

COACHING POSITIONS
## APPENDIX A – SECTION 2

### SCHEDULE OF SUPPLEMENTARY COMPENSATION

<table>
<thead>
<tr>
<th>POSITION</th>
<th>COMPENSATION</th>
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<td><strong>Coordinators “A”</strong></td>
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<tr>
<td>• Content Coordinators (Department Heads)</td>
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<tr>
<td>o English</td>
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</tr>
<tr>
<td>o Foreign Language</td>
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<tr>
<td>o Mathematics</td>
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<tr>
<td>o Science</td>
<td></td>
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<tr>
<td>o Social Studies</td>
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<tr>
<td>o High School Special Education</td>
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<tr>
<td>• Athletic Coordinator*</td>
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<tr>
<td>• Guidance Coordinator</td>
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<tr>
<td>• Head Teachers</td>
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<td>• Health Coordinator</td>
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<tr>
<td>• Nurse Coordinator</td>
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<tr>
<td>• Data &amp; Accountability Coordinator</td>
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</tr>
<tr>
<td>• Visual &amp; Performing Arts (K-12)</td>
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<td>* The Athletic Coordinator is paid an additional stipend of $6,000 for work beyond the regular work year.</td>
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<tr>
<td><strong>Coordinators “B”</strong></td>
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<tr>
<td>• Mathematics (K-8)</td>
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<tr>
<td>• Grants Coordinator</td>
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<td>• Student Service Coordinators</td>
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</tr>
<tr>
<td>• Special Education Team Chairs*</td>
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<tr>
<td>• Science Teacher Leader (K-4)</td>
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<td>• Science Teacher Leader (5-8)</td>
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<tr>
<td>• Social Studies Teacher Leader (K-4)</td>
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<td>• Social Studies Teacher Leader (5-8)</td>
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<tr>
<td>• PE/Health (K-8)</td>
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<td>* Team Chairs receive a portion of this stipend, based on case load.</td>
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<td>Middle School After School District Coordinator</td>
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<tr>
<td>After-school Activities</td>
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COMPENSATION OF PROFESSIONAL EMPLOYEES EMPLOYED IN SUMMER AND EVENING SCHOOLS, IN SUMMER WORKSHOPS, AND IN OTHER EDUCATIONAL ACTIVITIES AND PROGRAMS

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*this stipend is per course, up to two courses per summer

WORKSHOP RATES

The rate of payment for Academic Support Tutors, 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.

COACHING POSITIONS

For the purpose of determining their compensation, coaching positions shall be grouped into five (5) categories: Group 1, Group 2, Group 3, Group 4, and Group 5, 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:

<table>
<thead>
<tr>
<th>Group 1</th>
<th>Group 2</th>
<th>Group 3</th>
<th>Group 4</th>
<th>Group 5</th>
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<tr>
<td>Football</td>
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<td>Baseball</td>
<td>Cheerleader Advisor</td>
<td>Golf</td>
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<td>Girls' Basketball</td>
<td>Softball</td>
<td>Boys' Cross Country</td>
<td>Boys' Tennis</td>
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<td>Field Hockey</td>
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<td>Girls' Winter Track</td>
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The compensation paid for coaching positions in the different groupings shall be as follows:
(Step 1 = year 1, Step 2 = all subsequent years)

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<td>Head</td>
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<td>$3,093</td>
<td>$3,154</td>
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</table>
Playoff Compensation
Coaches (including Head, Assistant, and Freshmen Coaches) will be compensated at their regular rate of compensation for the entire period of time they are involved in any affiliated function, such as state-run tournaments, which extend their regular season schedule.

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.
APPENDIX A – SECTION 3

SCHEDULE OF PAY DAYS
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22 LUMP SUM PAYMENT*  
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(6/30/15)

* Lump Sum payment covers pay dates: 7/3, 7/17, 7/31, 8/14, and 8/28
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* Lump Sum payment covers pay dates: 7/1, 7/15, 7/29, 8/12, and 8/26
### 2016-2017

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*Lump Sum payment covers pay dates: 6/30, 7/14, 7/28, 8/11, and 8/25*
APPENDIX B

ATTLEBORO PUBLIC SCHOOLS

CALENDARS

2014 -- 2015

2015 -- 2016

2016 -- 2017
# Attleboro Public Schools
## 2014-2015 District Calendar

### SEPTEMBER
- Date: 1
  - Event: No School — Labor Day
- Date: 2
  - Event: No School — District PD
- Date: 3
  - Event: First Day of School (1-12)
- Date: 5
  - Event: Kindergarten Orientation
- Date: 8
  - Event: First Day of School (PK & K)
- Date: 16
  - Event: Curriculum Night: Grades 5 & 6
- Date: 17
  - Event: AHS Back to School Night
- Date: 18
  - Event: Curriculum Night: Grades K-4
- Date: 19
  - Event: Early Release: Building PD

### OCTOBER
- Date: 10
  - Event: No School — District PD
- Date: 13
  - Event: No School — Columbus Day

### NOVEMBER
- Date: 5
  - Event: ES Only — Early Release for Conferences
- Date: 6
  - Event: ES Parent Conferences
- Date: 10
  - Event: No School — District PD
- Date: 11
  - Event: No School — Veterans’ Day
- Date: 18
  - Event: MS Afternoon Parent Conferences
- Date: 19
  - Event: MS Evening Parent Conferences
- Date: 23
  - Event: Early Release — Thanksgiving Travel
- Date: 27-28
  - Event: No School — Thanksgiving Break

### DECEMBER
- Date: 4
  - Event: HS Only — Early Release for Exams
- Date: 5
  - Event: HS Only — Early Release for Exams
- Date: 24-31
  - Event: No School — Holiday Break

### JANUARY
- Date: 1
  - Event: No School — New Year’s Day
- Date: 16
  - Event: Early Release — District PD
- Date: 19
  - Event: No School — MLK Day
- Date: 28
  - Event: AHS Midterm Parent Conferences

### FEBRUARY
- Date: 4
  - Event: Class of 2019 Welcome Night at AHS
- Date: 11
  - Event: MS Afternoon Parent Conferences
- Date: 12
  - Event: MS Evening Parent Conferences
- Date: 13
  - Event: Early Release — District PD
- Date: 16
  - Event: No School — Presidents’ Day
- Date: 17-20
  - Event: No School — February Break

### MARCH
- Date: 19
  - Event: HS Only — Early Release for Exams
- Date: 20
  - Event: HS Only — Early Release for Exams

### APRIL
- Date: 3
  - Event: No School — Good Friday
- Date: 15
  - Event: AHS Midterm Parent Conferences
- Date: 17
  - Event: Early Release — District PD
- Date: 20
  - Event: No School — Patriots’ Day
- Date: 21-24
  - Event: No School — April Break

### MAY
- Date: 22
  - Event: Early Release — District PD
- Date: 25
  - Event: No School — Memorial Day

### JUNE
- Date: 5
  - Event: AHS Graduation
- Date: 12
  - Event: Last Day of Preschool & Kindergarten
- Date: 24
  - Event: HS Only — Early Release for Exams
- Date: 25
  - Event: Early Release — Last Day (1-11)*

---

* The last day of school will be June 18 if there are NO cancellations. Early Release for HS exams would in that case be moved to June 17.
# Attleboro Public Schools 2015-2016 District Calendar

## AUGUST
- 26 AHS Freshman Orientation

## SEPTEMBER
- 1 First Day of School (1-12)
- 3 Kindergarten Orientation
- 7 No School – Labor Day
- 8 First Day of School (PK & K)
- 16 AHS Back to School Night
- 17 ES Curriculum Night
- 18 Early Release: District PD
- 30 MS Curriculum Night

## OCTOBER
- 9 Early Release: District PD
- 12 No School – Columbus Day
- 22 AHS Financial Aid Night

## NOVEMBER
- 4 ES Only – Early Release: Afternoon Conferences
- 5 ES Evening Parent Conferences
- 11 No School – Veterans’ Day
- 19 Blue Pride Night
- 25-27 No School – Thanksgiving Break

## DECEMBER
- 3 HS Only – Early Release for Exams
- 4 HS Only – Early Release for Transition
- 9 MS Afternoon Parent Conferences
- 10 MS Evening Parent Conferences
- 23 Early Release – Holiday Travel
- 24-31 No School – Holiday Break

## JANUARY
- 1 No School – New Year’s Day
- 15 Early Release – District PD
- 18 No School – MLK Day
- 20 AHS Midterm Parent Conferences

## FEBRUARY
- 3 Class of 2020 Welcome Night at AHS
- 12 Early Release – District PD
- 15 No School – Presidents’ Day
- 16-19 No School – February Break

## MARCH
- 3 AHS Junior Parents Night
- 17 HS Only – Early Release for Exams
- 18 HS Only – Early Release for Transition
- 25 No School – Good Friday

## APRIL
- 13 AHS Midterm Parent Conferences
- 15 Early Release – District PD
- 18 No School – Patriots’ Day
- 19-22 No School – April Break

## MAY
- 12 AHS Awards Night
- 19 AHS Scholarship Night
- 30 No School – Memorial Day

## JUNE
- 3 AHS Graduation
- 3 Last Day of Preschool & Kindergarten
- 20 HS Only – Early Release for Exams
- 21 Early Release – Last Day (1-11)

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1 If there are five (5) or more snow days, the last day for Preschool & Kindergarten will move to June 10.
2 The last day of school will be June 14 if there are NO cancellations. Early Release for HS exams would in that case be moved to June 13.