

AGREEMENT
between the
Acton-Boxborough Regional School District
and the
School Committee of the Town of Acton
and the
Acton Education Association

2005-2008

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PREAMBLE

AGREEMENT made this 30th day of June 2005, by and between ACTON-BOXBOROUGH REGIONAL DISTRICT SCHOOL COMMITTEE and the SCHOOL COMMITTEE OF THE TOWN OF ACTON (hereinafter the "Committees" or the "Committee" in the case of a reference to one of the Committees) and the ACTON EDUCATION ASSOCIATION (hereinafter the "Association.")

In consummating this agreement, it has been the purpose of the parties to continue their harmonious relations, to promote mutual cooperation and understanding, to formulate rules, to define and resolve the proper interest of the teachers in their rights of compensation, hours and conditions under which they perform their duties, all with a goal of providing education of the highest possible quality for the children attending the Acton-Boxborough Regional School District and the Acton Public Schools.

The parties acknowledge that:

a) The Committees, elected by the citizens of the Towns of Acton and Boxborough, have complete authority over, and responsibility for, policies and administration of the schools which they exercise under law.

b) The Superintendent of Schools of the Acton-Boxborough Regional School District and the Acton Public Schools (hereinafter referred to as the "Superintendent") is responsible to the Committees for carrying out the policies established by the Committees and for the administration of the Acton-Boxborough Regional School District and the Acton Public Schools.

c) The teaching staff of the Acton-Boxborough Regional School District and the Acton Public Schools, the Superintendent and the Committees are responsible for providing education of the highest possible quality.

ARTICLE 1
RECOGNITION AND REPRESENTATION

The Association is recognized by the Committees (pursuant to Chapter 150 (E), Massachusetts General Laws) as the Exclusive representative for the purpose of collective bargaining with respect to wages, hours and other conditions of employment for all professional employees employed by the Committees including classroom teachers, specialized teaching personnel, school counselors, department chairpersons, assistant department chairpersons, librarians and nurses, but excluding Superintendent, Assistant Superintendents, Principals, Vice Principals, Director of Pupil Services, Administrative Assistant and other administrative personnel, per diem substitute teachers and all other employees. The terms "teacher" and "teachers" as used hereafter in this Agreement refer only to such persons as at the time in question fall within the bargaining unit as defined in this Article.

ARTICLE 2
COMMITTEES' RIGHTS

2.1 Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, all the authority, power, rights, jurisdiction, responsibilities and duties of each Committee under the laws of the Commonwealth or the lawful by-laws of the District or of any of the Member Towns of the Agreement for a Regional School District for the Towns of Acton and Boxborough, dated as of October 5, 1998, as from time to time amended, are retained by and reserved exclusively to such Committee.

ARTICLE 3
EFFECT OF AGREEMENT

3.1 This instrument constitutes the entire Agreement of the Committees and the Association arrived at as the result of collective bargaining negotiations, except such amendments hereto as shall be reduced to writing and signed by the parties.

3.2 The parties acknowledge that during the negotiations which resulted in this Agreement each has had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining,

and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Committees and the Association for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been in the knowledge or contemplation of either or both the parties at the time this Agreement was signed.

3.3 The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this Agreement.

3.4 No provision of this Agreement shall be retroactive prior to the effective date.

3.5 Should any provisions of this Agreement be or become invalid because of any existing or future provisions of law, court decision or administrative ruling, the remainder of this Agreement shall remain in full force and effect for the duration of the Agreement.

ARTICLE 4 GRIEVANCE PROCEDURE

4.1 The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to grievances. The Committees and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved. Nothing in this agreement shall prevent any teacher from individually presenting any grievance of such teacher.

4.2 A grievance shall mean a complaint by a teacher or group of teachers concerning wages, hours and conditions of employment.

4.3 Every effort shall be made by the aggrieved teacher and appropriate immediate superior to arrive at a settlement of the matter involved before resorting to the formal grievance procedure. The aggrieved teacher may, whenever feasible, first discuss the

grievance with the Professional Rights and Responsibilities Committee of the Association or its equivalent.

4.4 If the designated school official fails to provide a decision within the specified time limits, the grievance shall be deemed to have been denied on the day the decision was due, and the grievance shall be qualified to be carried to the next higher level.

4.5 No grievance shall be considered which is not presented within the time limits specified in Level One. Failure to appeal a decision to the next higher level within the specified time limits shall be considered as acceptance of the decision.

4.6 The formal processing of grievances shall be undertaken as listed below and shall be undertaken only during non-assigned hours.

LEVEL ONE

- a) If the matter has not been settled to the aggrieved teacher's satisfaction by informal discussion as provided in Section 4.3 of this Article, the teacher shall, within fifteen (15) days after the date on which the circumstances giving rise to the grievance became known to the aggrieved teacher, present his or her grievance orally or in writing to the appropriate Principal or Director.
- b) Within five (5) days after receipt of the grievance by the appropriate Principal or Director, he or she or his or her designated representative shall meet with the teacher and the representative of the Association in an effort to settle the grievance. The Principal or Director shall provide his or her decision in writing within five (5) days of the date of this meeting.

LEVEL TWO

- a) If the grievance has not been settled at Level One to the satisfaction of the aggrieved teacher, the grievance shall be presented to the Superintendent in writing within five (5) days of the date of the decision in Level One.
- b) Within ten (10) days after receipt of the grievance by the Superintendent, his or her designated representative shall meet with the teacher and a representative of the Association in an effort to settle the grievance. The Superintendent or his or her representative shall provide

his or her decision in writing within five (5) days of the date of meeting.

LEVEL THREE

- a) If the grievance has not been settled at Level Two to the satisfaction of the aggrieved teacher, the grievance shall be presented in writing to the appropriate Committee within ten (10) days of the receipt of the Superintendent's decision.
- b) The Committee shall meet with the aggrieved teacher and the Association representative not later than twenty-five (25) days after it has received written notification from the Association that the Superintendent's decision is unsatisfactory.
- c) The Committee shall provide its decision in writing to the aggrieved teacher and to the President of the Association or his or her designated representative within ten (10) days after the meeting specified in subparagraph (b) of Level Three.
- d) If the grievance is not settled at Level Three, it may be taken to arbitration by the Association under the terms of Article 5 of this Agreement.

4.7 If the Committee and the Association or the aggrieved teacher (in instances in which the teacher pursues the grievance without the intervention of the Association) agree, a grievance may be presented initially to the Superintendent at Level Two (with a copy to the appropriate Principal or Director), within the fifteen (15) day time limit referred to in Level One being applicable to such initial presentation. Within fifteen (15) days after receipt of the grievance by the Superintendent pursuant to Section 4.8, he or she or, his or her designated representative, shall meet with the teacher and a representative of the Association in an effort to settle the grievance. The Superintendent or his or her representative shall provide his or her decision in writing within ten (10) days of the date of that meeting.

4.8 "Days" shall mean only days on which teachers are required to report and, in addition, days other than weekends or legal holidays during the summer vacation period.

4.9 If a teacher presents a grievance without representation by the Association, the disposition of the grievance shall be consistent with the provisions of Agreement. The Association shall be notified of the initiation of the grievance at Level One hereof (or Level Two hereof, if the grievance is initiated at that level pursuant to Section 4.7) and shall, if the Association so requests, be heard at each step thereof, and shall be notified of the decision reached at each level.

4.10 Settlements of grievances under this Article or awards under Article 5 may or may not be retroactive as the equities of each case may demand, but in no event shall a settlement be retroactive beyond more than fifteen (15) days prior to the date on which the grievance was presented in Level One hereof (of Level Two hereof, if the grievance is initiated at that level pursuant to Section 4.7).

ARTICLE 5 ARBITRATION

5.1 A grievance involving the interpretation or application of a provision of this Agreement which has not been settled in accordance with the provision of Article 4 may be taken to arbitration, subject to the provisions of this Article, by either of the Committees or the Association.

5.2 A grievance involving the interpretation or application of a provision of this Agreement which has been settled in accordance with the provisions of Article 4 may be taken to arbitration, subject to the provision of this Article, by either of the Committees, provided that such Committee did not approve the settlement.

5.3 The party desiring arbitration shall notify the other parties to this Agreement of its intention to do so by letter presented to the Chairperson of the appropriate Committee and to the President of the Association, or to the designated representative of either, within twenty (20) days, as defined in Section 4.8, of the date of receipt of the notice of the decision at Level Three of Article 4.

5.4 Arbitration shall be conducted in accordance with the provisions of this Agreement and then applicable Voluntary Labor Arbitration rules of the American Arbitration Association to the extent that such rules are not in conflict with provisions of this Agreement.

5.5 Either of the Committees or the Association shall have standing to raise question of arbitrability during the arbitration or in an appropriate forum.

5.6 (a) Each party to an arbitration shall bear the cost of preparing and presenting its own case.

(b) The expenses of the arbitration proceedings, including the fees and expenses, if any, of the arbitrator, shall be borne equally by the appropriate Committee or Committees and the Association.

5.7 The function of the arbitrator is to determine the interpretation and application of specific provisions of this Agreement. There shall be no right in arbitration to obtain, and no arbitrator shall have any authority or power to award or determine any change in, modification or alteration of, addition to, or detraction from, any of the provisions of this Agreement. The decision of the arbitrator, if within the scope of his or her power and authority under this Agreement and made in accordance herewith, shall be final and binding on the parties and on the teachers. Unless the parties otherwise agree, each grievance shall be separately processed in any arbitration proceedings hereunder, and the arbitrator shall furnish his or her opinion in writing specifying the reasons for his or her decision.

5.8 No arbitrator shall have any authority or power to award any settlement to be retroactive beyond more than fifteen (15) days prior to the date on which the grievance was presented in Level One hereof (or Level Two hereof, if the grievance is initiated at that level pursuant to Section 4.7).

ARTICLE 6 CONTINUITY OF OPERATIONS

6.1 The Association agrees that no Association officer, Association representative or teacher shall engage in, induce or encourage any strike (whether sympathetic, general or of any other kind), walkout, work stoppage, sit down, slow down, withholding of services, boycott (whether direct or indirect), concerted resignation or any other direct or indirect interference with the operation of the school district or school system. The Committees each agree not to conduct a lockout.

6.2 The Association and its members, individually and collectively, agree that if there is a violation of Section 6.1, any or all teachers violating this clause will, at the discretion of the Superintendent, be subject to disciplinary action, including discharge or suspension, and the only question that will be subject to the grievance and arbitration procedure is that of participation or involvement as described above.

6.3 In the event of a violation of this Article, either of the Committees or the Association, as the case may be, may at its option institute any or all proceedings in a court of law or in equity or in arbitration pursuant to the procedure described in Article 5.

ARTICLE 7 SALARIES

7.1 A full-time teacher's base annual salary during the term of the Agreement shall be determined as set forth in Schedule A of this Agreement. Part-time teachers will be paid at the relevant proportion of the full-time rate including supermaximum and administrative stipends.

7.2 (a) A teacher designated and serving as a Department Chairperson (including Pupil Services), Team Leader or Supervising Nurse shall receive an annual addition to such teacher's base annual salary in an amount determined as follows:

Base Amount:	2005-06	\$2,387
	2006-07	\$2,453
	2007-08	\$2,521
Experience Factor:	\$50 for each consecutive year as Department Chairperson etc. up to a maximum of \$600.	
Increment:	\$75 for each teacher with professional status in department and \$175 for each teacher without professional status supervised. ¹	

(b) A teacher designated and serving as a Junior High School Department Chairperson shall receive an annual addition to such teacher's base annual salary in an amount determined as follows:

Base Amount:	2005-06	\$1,939
	2006-07	\$1,992
	2007-08	\$2,047

Experience Factor: \$50 for each consecutive year as Department Chairman for a maximum of \$600.

Increment: \$75 for each teacher with professional status in department and \$175 for each teacher without professional status supervised.¹

- 1 A supervisor who has a supervisee working less than a 0.5 FTE will receive compensation for this part of the formula, according to a prorated FTE employee. All other supervisees will be treated as a 1.0 FTE.*

(c) Teaching Load: There will be a reduction of one class for each Chairperson and the duty period for each team leader in the first year of a 5-year curriculum review period.

(d) Should a member of Unit A hold the title of Director of Athletics or have those general responsibilities under a different title, the teaching duties and the salary shall be discussed with the Association, and upon the decision by the Superintendent, those terms shall be incorporated into the contract.

7.3 A teacher designated and serving in an extracurricular position listed in Schedule B of this Agreement shall receive in addition to his or her base annual salary the amount set forth in Schedule B.

7.4 A teacher, after such teacher shall have received the maximum base annual salary for his or her level of formal educational attainment, shall have his or her base annual salary increased in accordance with the supermaximum schedule as provided in Schedule A. Salaries will be increased as shown in Schedule C. Supermax amounts during the life of this Contract are additions to whatever Supermax amounts had been received in the prior years.

7.5 Base annual salaries as provided in this Agreement shall be paid in twenty-six (26) or twenty-one (21) installments during the period September 1 through the last regular pay day in June of such year for teachers. Additional compensation for extra duties will be paid bi-weekly throughout the duration of the activity or in a lump sum at the end of the activity at the option of the person receiving payment.

7.6 There shall be deducted from a teacher's pay for each day on which he or she is absent other than on leave with pay, an amount equal to one one-hundred and eighty-second (1/182) of his

or her base annual salary and additions thereto as provided in this Agreement.

7.7 References to “major subject” in Schedule A for (a) Regional Teachers shall be content courses in subjects within the department(s) to which they are assigned at the time the course or courses are taken; (b) Acton Public shall be content courses in the subjects which they are currently teaching. The Superintendent may designate certain courses as major subject courses that would not otherwise be so defined pursuant to the above definition if he or she determines that said courses:

- a) Will be taken to prepare for a new course/curriculum that the teacher will be teaching in the future;
- b) Will provide direct benefit to the teacher in carrying out his or her assignment.

The Superintendent may also designate certain in-service courses to be ‘major courses’ for any Acton Public and/or Regional Teacher who enrolls in said in-service courses.

7.8 Acceptance of degrees and course credits required by Section 7.7 and Schedule A, including credits for in-service courses, shall be subject to the approval of the Superintendent.

7.9 A teacher who attains sufficient credit hours or an advanced degree during the school year to make him or her eligible to advance to the next step in the salary scale or to the next higher degree scale, as the case may be, may so advance as of either September 1 or March 1 following such attainment, whichever is the earlier date. A teacher who has received an advanced degree prior to September 1 will be eligible to so advance as of September 1 if the documentation evidencing completion of the advanced degree is received by the Superintendent not later than the following October 1.

7.10 Salary increases are granted annually at the discretion of and by vote of the appropriate Committee to teachers who continue to exhibit a high standard of teaching and who receive recommendation therefore from their department chairpersons (where applicable), principal and Superintendent. It is mutually agreed that neither increments nor adjustments are to be automatic and may be withheld for just cause and just cause shall mean unsatisfactory performance.

7.11 A teacher who is designated by either of the Committees to serve as a tutor and who serves in such capacity shall receive twelve dollars and fifty cents (\$12.50) per hour for such services.

7.12 Anniversary Dates

7.12.1 A teacher commencing his or her employment after the beginning of the school year who has been employed for a minimum of ninety-one (91) school days in that school year shall be eligible for advancement to the next step in the salary scale as of September 1 of the following school year. A teacher who has been employed for less than ninety-one (91) school days shall not be eligible for advancement to the next step in the following school year. For the purposes of this section, school days shall include no more than 6 days of sick leave, paid bereavement leave, paid personal leave and paid religious leave, canceled school days which the teacher otherwise would have worked and school days of teaching during such school year outside of the Committee's jurisdiction for which credit is granted in accordance with Section 12.1.

7.12.2 A certified substitute teacher who receives a regular teacher's contract after the beginning of the school year in accordance with Section 20.1 of this Agreement and is re-employed as a regular teacher in the following school year, shall be eligible for advancement to the next step in the salary scale as of September 1 of such following school year, provided such teacher has been employed for ninety-one (91) school days in the preceding school year for any purposes as a regular teacher.

7.13 Early Retirement

7.13.1 As a possible incentive for early retirement, a sum of money will be paid to a teacher at the first pay period in September of the calendar year in which an eligible teacher retires or resigns effective at the close of the school year in the preceding June. The amount shall be calculated by multiplying the difference between the teacher's last annual Schedule A salary and that for Step One on the bachelor's level for that same year and the relevant multiplication factor set out below.

This means that when calculating a teacher's early retirement amount, the current Step One Bachelor's amount will be subtracted from the individual's base salary (including supermax) as determined by the Schedule A Base Annual Salary schedule. Compensation for extra duty activities (e.g. department chair, coaching stipends, etc.) shall not be considered.

7.13.2 Although a teacher need not be eligible for benefits from the Retirement System or be receiving said benefits in order to qualify under Section 7.13, a teacher must have taught in the Acton

or Acton/Boxborough School Systems for a minimum of ten (10) years including the year in which the payment is received in order to be eligible. Periods of paid or unpaid leave shall not count as time taught, except that time under Sections 8.2, 8.3, 8.4, 8.9.2, 8.19, and up to twenty-one (21) days per year under Section 8.1.1 shall count as time taught. Notwithstanding this limit on time under Section 8.1.1, sick time taken for work-related illness or injury shall count as time taught without limit. Work-related injury shall be defined as sick leave taken pursuant to filing for and receiving workers' compensation benefits. Written notice of intent to retire must be received no later than December 15 of the teacher's final year of employment. If unforeseen circumstances occur after this date which create a hardship for a teacher, the Superintendent may permit on a non-precedent setting basis, waiving the notice date of December 15. If unforeseen circumstances exist which create a hardship for a teacher who has given notice to retire, the Superintendent may permit on a non-precedent setting basis waiving the irrevocability of the retirement. The Superintendent's decision is final and shall not be subject to the grievance and arbitration provision of this agreement.

7.13.3 Multiplication factors shall be as follows:

Teacher's age on June 30 in the year of retirement or resignation	Multiplication Factor
50-55	1.2
56-60	1.0
61-62	0.9
63-64	0.8
65	0.7

For 2005-2006 the BA level for this section shall be \$37,997.

For 2006-2007 the BA level for this section shall be \$39,042.

For 2007-2008 the BA level for this section shall be \$40,120.

7.13.4 Option B Early Retirement Incentive

- a) A teacher who gives written notice by May 1st of any year of an irrevocable intent to retire at the end of the third subsequent year (e.g., notice to retire by May, 1998 of the intent to retire in June 2001) shall have his or her final 3 years' salary, including all differentials, increased according to the following formula:

third to last year of employment	12%
second to last year of employment	12%
last year of employment	12%

In no case can the Option B amount exceed what would be received under Section 7.13.1.

- b) A teacher who gives written notice by May 1st of any year of an irrevocable intent to retire at the end of the second subsequent year (e.g., notice to retire by May 1, 1999 of the intent to retire in June 2001) shall have his or her final 2 years' salary, including all differentials, increased according to the following formula:

second to last year of employment	12%
last year of employment	12%

- c) A teacher who gives written notice by May 1st of any year of an irrevocable intent to retire at the end of the year (e.g., notice to retire by May 1, 2000 of the intent to retire in June 2001) shall have his or her final year's salary including all differentials, increased according to the following formula:

last year of employment	12%
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- d) If unforeseen circumstances occur after the May 1st notification date which create a hardship for a teacher, the Superintendent may permit on a non-precedent setting basis waiving the notice date of May 1st. If unforeseen circumstances exist which create a hardship for a teacher who has given notice to retire, the Superintendent may permit on a non-precedent setting basis waiving the irrevocability of the retirement. The Superintendent's decision is final and not subject to the grievance and arbitration provisions of the collective bargaining agreement. If the Superintendent permits a teacher to continue his or her employment, any moneys paid under the retirement incentive shall be paid back through equal payroll deduction over a one year period beginning with the first payroll period from the last incentive payment.

ARTICLE 8 LEAVES OF ABSENCE

8.1 In determining placement on the salary schedule for a teacher who returns from leave, the standard set out in Section 7.12.1 shall apply.

Sick Leave

8.1.1 Each teacher shall be entitled to twelve (12) days of sick leave without loss of pay per year. Unused sick leave shall be accumulated from year to year. In the event that the employment of a teacher who has exhausted his or her accumulated sick leave is terminated during a school year and he or she has used annual sick leave granted at the commencement of such school year in an amount which exceeds that proportionate part of twelve (12) days which the number of months of employment completed by said teacher during such school year bears to ten (10), then the teacher must pay back such excess to the appropriate Committee and the amount thereof may be deducted from any moneys due such teacher.

8.1.2 Sick leave shall be granted and taken only when a teacher is prevented from working because of actual personal illness including pregnancy or pregnancy related illness or injury or because of serious illness of or injury to a member of the teacher's "immediate family" or other relatives of the teacher living in such teacher's immediate household requiring the personal attention of such teacher. "Immediate family" shall be as defined in Section 8.2 below. Where individual circumstances require, the Superintendent may, at his or her discretion, expand the definition of immediate family; however, his or her determination shall not be subject to the grievance and arbitration procedures of this Agreement. To be eligible for sick leave, a teacher must report the illness or injury to the appropriate Principal or Director or his or her designated representative at least one (1) hour prior to such teacher's scheduled reporting time on the first day of absence, except that a teacher requesting sick pay for the birth of a child shall provide notice at least forty (40) days prior to the predicted birth date unless waived by the Principal or Director, and if the absence continues in excess for three (3) days or other unusual circumstances exist, shall furnish upon request evidence satisfactory to the Committee or its designated representative that he or she was prevented from working by the illness or injury.

8.1.3 A teacher whose personal illness or injury extends beyond the period of paid sick leave or other compensation will be granted a leave of absence without pay or increment for the remainder of that school year. Such leave may be extended by the Superintendent for one additional school year. Before returning to work, the teacher must furnish the Superintendent with a physician's statement attesting that the teacher's condition will permit the teacher to undertake such teacher's assignments.

8.2 Bereavement Leave

A teacher shall be entitled to up to three (3) consecutive days of leave without loss of pay for time necessarily and actually lost by reason of a death in the immediate household or immediate family of such teacher, or the death of another close significant person to the teacher. Notification of the need for such leave shall be made to the appropriate Principal or Director or his or her designated representative. The members of the “immediate family” shall be the teacher’s spouse and the parents, children, siblings, grandparents, or grandchildren of the teacher or his/her spouse. Where individual circumstances require, the Superintendent may, in his or her discretion, expand the definition of immediate family; however, his or her determination shall not be subject to the grievance and arbitration procedures of this Agreement. Additional consecutive days may be granted upon request with approval of the Superintendent for the following reasons: travel, distance and time, legal matters, religious reasons, delayed funeral or for any other unforeseen circumstances. However, the determination of the Superintendent concerning such additional days shall not be subject to the grievance and arbitration procedures of this Agreement.

8.3 Personal Leave

A teacher will be granted leave without loss of pay up to three (3) days per year, for time necessary and actually lost for important personal reasons if such activity cannot be carried out at any other time. It is the intent of the parties that such leave not be abused to obtain leave for such reasons as recreation or extension of holidays. Notification of the need for such leave shall be made to the appropriate Principal or Director as far as possible in advance of the date of such leave, but in no event less than twelve (12) hours in advance of such date unless such Principal or Director, in his or her discretion, specifically waives this time limit. The granting of such leave shall be within the discretion of the appropriate Principal or Director. Each teacher who intends to take personal leave must give the Association the reason for such leave. At the close of the school year, upon the Superintendent’s request, the Association will furnish to the Superintendent a list of the reasons for which personal leave was taken by the teachers during the school year and the number of teachers who took personal leave for such reasons..

8.4 Religious Leave

A teacher will be granted leave without loss of pay up to two (2) days in any one school year for time necessarily and actually lost for observance of a recognized major religious holiday of the religious faith to which such teacher belongs, when such

holiday falls on a day on which teachers are required to report. The following are examples of “recognized major religious holidays” which may fall on a day on which teachers are required to report: Rosh Hashanah, Yom Kippur, and Good Friday of the Greek Orthodox Church. Notification by a teacher of his or her intention to take such leave shall be made to the appropriate Principal or Director as far as possible in advance of such holiday, but in no event less than forty-eight (48) hours in advance of such holiday. Whether other days are “recognized major religious holidays” shall be determined by the Superintendent upon request of the Association or a teacher.

8.5 Sabbatical Leave

The Superintendent may grant Sabbatical Leave to teachers employed by said Committee in accordance with the following terms and conditions.

8.5.1 A teacher with more than six (6) years service to the Committees who desires Sabbatical Leave must apply therefore to the Superintendent in writing prior to January 1 next prior to the school year during which such teacher desires Sabbatical Leave. A teacher shall be notified in writing, including the reasons for approval or denial of such request, by the Superintendent, of the granting or rejection of his or her application for Sabbatical Leave on or before March 1 next prior to the school year during which such teacher desires Sabbatical Leave.

8.5.2 Such application shall initially be submitted to a Review Committee composed of an Assistant Superintendent, the applicant’s Principal, the applicant’s resource teacher or Department Head, or Regional Department Leader, and the Association President or designee setting out the intended Sabbatical Leave Program of study or research to be pursued and the contribution such program is likely to make to the Acton Public Schools or the Acton-Boxborough Regional School District and to the professional ability of the teacher. The committee shall review and/or suggest modifications to the Sabbatical Leave request in the best interests of the applicant’s, and the schools’ respective educational situation. The Review Committee shall then forward its recommendation to the Superintendent.

8.5.3 Such application must be supported in writing by the Superintendent; however, such support shall not be unreasonably withheld.

8.5.4 Sabbatical Leave may be granted by the Superintendent from September 1 to the following June 30, or for a lesser period.

8.5.5 Sabbatical Leave Pay shall be at the rate of sixty-six and two-thirds per cent ($66\frac{2}{3}\%$) of the base salary to which such teacher would have been entitled during the period of Sabbatical Leave, if no Sabbatical Leave had been taken.

8.5.6 Prior to being granted Sabbatical Leave, a teacher shall enter into a written agreement with the Superintendent that such teacher shall, immediately upon completion of such Sabbatical Leave, return to active service for either of the Districts for a period equal to twice the length of such Sabbatical Leave and that, in default of completing such service, such teacher shall refund to the appropriate District such proportion of the Sabbatical Leave Pay received as the amount of service not actually rendered, as agreed, bears to the whole amount of service agreed to be rendered. No refund shall be required for such period that such teacher is prevented from rendering the amount of service as agreed because of such teacher's death or permanent physical or mental disability. The Superintendent may in his or her discretion, which shall not be subject to the grievance or arbitration procedure hereunder, postpone, for good cause, the time for repayment or the time when such teacher must return to active service.

8.6 Association Business

A teacher designated by the Association shall, upon request, be granted a leave of absence for up to two (2) years without pay for the purpose of engaging in full-time local, state, or national activities of the Association, provided that no more than one (1) such teacher shall be on such leave at any one time. For the purpose of the Application of Schedule A upon such teacher's return from leave, such teacher shall be treated as having continued to be employed by the Districts.

8.6.1 The association president shall not be required to perform lunchroom, recess, bus, homeroom, study hall, library, cafeteria, and/or any outside duty.

8.7 Exchange Leave

An unpaid leave of absence of up to two years shall be granted to a teacher who engages in an exchange teacher program approved by the Superintendent. Credit on the salary schedule for such work shall be subject to Article 12.

8.8 Military Leave

8.8.1 Military leave for up to four (4) years without pay as required by state or federal law shall be granted for Military Service. Reinstatement shall be subject to state and federal law and Article 12.

8.8.2 Leaves of absence with pay of up to a maximum of ten (10) days per school year may be granted by the Superintendent (or his or her designee), which approval shall not be unreasonably withheld, to persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. Teachers will be paid the differences between their regular pay and the pay which they receive from the State or Federal Government.

8.9 Family and Medical Leave

8.9.1 MMLA Leave

Upon completion of three months of full time service or the equivalent to a maximum of six months, female employees shall be entitled to eight weeks of maternity leave for birth or adoption pursuant to the Massachusetts Maternity Leave Act (M.G.L. Ch. 149, Section 105D). MMLA leave shall not be combined with FMLA described below for more than 12 weeks of leave.

Nothing in this section shall be interpreted to limit an employee's right to utilize sick leave benefits as provided elsewhere in this agreement or to require an employee to use sick leave, personal leave or vacation time during any leave period.

8.9.2 FMLA Leave

All eligible members of the bargaining unit shall, in addition to the provisions of this Article, be eligible for leaves of absence in accordance with the Family and Medical Leave Act of 1993. FMLA currently includes leaves for:

- a) The birth of a child and in order to care for the newborn;
- b) The adoption or placement of a child for foster care with the employee;
- c) To care for a child, spouse, or parent with a serious health condition;
- d) Because of the employee's own serious health condition that makes the employee unable to perform the essential functions of his/her position.

All full time bargaining unit members shall presumptively be considered to have met the 1250 hour eligibility threshold on an annual basis. In the case of a part-time employee, the district shall bear the burden to establish the employee did

not meet the 1250 hour eligibility threshold. Family leave shall be extended to include the care of any member of the teacher's household.

For leave related to the birth or placement of a child, the employee must provide at least two weeks' written notice before his/her anticipated date of departure and include an intended date of return. Eligibility for this benefit shall be extended to any birth or adoptive parent or to the partner of a birth or adoptive parent.

Nothing in this section shall be interpreted to limit an employee's right to utilize sick leave benefits as provided elsewhere in this agreement or to require an employee to use sick leave, personal leave or vacation time during any leave period.

8.9.3. Child Rearing Leave

In the case of the birth or adoption of a child, a child rearing leave of absence without pay of up to two (2) years will be granted to a teacher provided written notice is provided to the Superintendent at least forty (40) days prior to the predicted birth or adoption, where feasible. Eligibility for this benefit shall be extended to any birth or adoptive parent or to the partner of a birth or adoptive parent.

In the event a teacher wishes to elect to commence a child rearing leave at a fixed date earlier than the anticipated birth or adoption, such a leave may only begin at the end of a marking period, upon thirty (30) days written notice to the Superintendent. The intent of the minimum notice provisions is to afford a reasonable notice period such that the Superintendent may make adequate provisions for the continuity of education in the classroom. Nothing herein shall affect a teacher's entitlement to sick pay during any period of actual disability.

In determining the placement on the salary schedule of a teacher who returns from a child rearing leave of absence, credit for a full year of teaching will be given on the schedule for the school year during which the leave began if the teacher completed at least ninety-one (91) days of teaching during said school year; otherwise, the teacher shall return to the step on the salary schedule which s/he held prior to the commencement of such leave. The teacher shall be restored as soon as practicable to the position s/he held when her leave began, or to a substantially equivalent position.

Nothing in this section shall be interpreted to limit an employee's right to utilize sick leave benefits as provided elsewhere in this agreement or to require an employee to use sick leave, personal leave or vacation time during any leave period.

8.9.4 A teacher who chooses an extended leave of absence for the purpose of child rearing in accordance with Section 8.9, shall return to active employment only on the first day of school in September of the following year or on the first day of school in September of the second year following the birth or adoption. If the teacher wishes to return at a time other than those specified in this Section, s/he may do so only if a vacancy occurs for which s/he is qualified to fill.

8.9.5 Spousal/Partner Leave

A teacher whose spouse or partner is hospitalized for the purpose of child bearing and recovery shall be granted two additional days of paid personal leave in that year in which said teacher's spouse or partner is so hospitalized.

8.9.6 Adoption Leave

Adoptive parents shall be entitled to utilize up to 10 days of paid leave for adoption related travel, court appearances, appointments with social workers or adoption agencies or attendance at other meetings or processes required in connection with the adoption of a child. Adoptive parents shall provide two weeks notice of the intent to utilize paid leave under this section where practicable. Said leave shall be extended to the partner of an adoptive parent.

8.10 - 8.12 Other Leaves

Leave of absence without pay or increment may be granted by the Superintendent for the purpose of caring for a sick member of the teacher's immediate family.

8.11 Leave of absence without pay or increment to any teacher to campaign for, or serve in a public office for one term, may be granted by the Superintendent.

8.12 Other leaves of absence may be granted by the Superintendent. Normally requests therefore should have been received by March 1.

8.13 - 8.18 Conditions Pertaining to Leaves

Upon termination of a leave, a teacher will be restored as soon as possible to the position which such teacher left, or a substantially equivalent position, with such benefits to which the teacher was entitled at the time such leave commenced, provided that said teacher would not have been laid off due to a reduction in enrollment or budgetary factors had the teacher not been on leave,

subject, however, to the requirements of the particular benefit plan or program involved.

A teacher must inform the Superintendent on or before March 1 whether she/he wishes to extend that leave. A teacher who does not inform the Superintendent shall be considered to be returning, and no extension of leave will be approved. Failure to be available for assignment at the termination of leave shall constitute a resignation.

8.14 Each request for leave or extension or renewal of leave shall be applied for and granted in writing.

8.15 Granting of discretionary leave shall not be unreasonably withheld. In deciding whether or not to grant a request for a discretionary leave, the Superintendent will weigh the implications for the education of the students, the importance of the leave to the teacher, the adverse effect, if any, upon the school system and other relevant considerations.

8.16 Leaves of absence with pay each school year may be granted by the Superintendent (or his or her designee), which approval shall not be unreasonably withheld, for the following leaves:

- a) At least one (1) day for the purpose of visiting other schools or attending meetings or conferences of an educational nature.
- b) Time necessary for Association representatives to attend Massachusetts Teachers Association and/or National Education Association conferences and conventions.
- c) Time necessary for appearance in any legal proceeding connected with the teacher's employment or with the school system or in any other legal proceeding if the teacher is required by law to attend.

8.17 No teacher will be required to arrange for his or her own substitute.

8.18 Teachers, upon application to the Superintendent, may be granted a leave for one year without pay for the purpose of pursuing an alternative career.

8.19 Jury Duty

Teachers who are required to perform jury duty shall receive leave with pay for the duration of such duty. Compensation shall be the difference between jury duty pay and the teacher's

regular pay, including all or any part of the compensation for stipendiary positions held at the time of such jury duty.

ARTICLE 9 TEACHING HOURS AND TEACHING LOAD

9.1 The School Committees and the Association agree that the teachers of the Acton Public Schools and the Acton-Boxborough Regional School District shall devote the time which in their professional judgment is necessary to assure quality education for the students of each school system. The Association further agrees that it will actively encourage the sage use of professional judgment and will enforce this section through its Professional Rights and Responsibilities Committee. Obligations for part-time teachers and teachers who work part time in more than one building are appropriately pro-rated. Those who travel between buildings will normally not have travel time counted as preparation time.

9.2 The work year of teachers shall be one hundred and eighty-two (182) days or two (2) days longer than the minimum school year required by the State Board of Education, whichever is greater. The school year shall begin not earlier than the first Tuesday after Labor Day and terminate no later than June 30, except when Labor Day falls on September 5 through September 7, when school may begin on the last Monday in August. The school year shall include all days on which pupils are in attendance in accordance with the rules and regulations of the State Board of Education and orientation day. New teachers may be required to attend an additional orientation day. When a teacher has completed his or her responsibilities at the end of a school year and he or she has "checked out" with the appropriate Principal, such teacher need not delay departure until other teachers have checked out.

At the discretion of the School Committee, one additional day or two evening conference nights may be added to the schedule. If added, teachers will be compensated at a rate equivalent to 1/182 of Masters Step 1. The decision will be made when the School Committee determines the next year's school calendar. If an additional day is scheduled, it will be of equal length to a normal school day. If two nights are scheduled, no night session will be longer than three and one half hours (3.5 hrs.) in length and will end no later than 9:00 pm.

9.3 The workday of classroom teachers will begin at the most thirty minutes before the starting time of the school. Teachers

may leave school at student dismissal time unless detained by such commitments as staff meetings, detention, or extra help.

The starting and dismissal times of each school are subject to modification by the School Committees, provided, however, that no such modification will increase the length of the teacher's workday. At the discretion of the Principal, teachers may be permitted to leave their building during preparation periods or lunch period if not on assigned duty. Teachers so leaving the building shall notify the main office.

Classroom teachers will have a preparation period during which they will not be assigned to any other duties as follows:

- a) Elementary School: period during "special teachers" class: an average of 145 minutes per week, not less than 130 minutes per week, except kindergarten, which will be less.
- b) Junior High School: one classroom period per day.
- c) Senior High School: one classroom period per day.

9.4 Academic subject area Junior and Senior High school teachers will not be assigned to more than five (5) single teaching periods per day unless agreed upon with the teacher. Unassigned preparation time will be in accordance with Article 9, Section 3, and the Side Letters of Agreement. Department chairpersons will be provided with adequate time to perform their supervisory duties at both the High school and Junior High without being deprived of their daily unassigned preparation time.

9.5 Normally, secondary school teachers will not be required to teach more than two (2) subjects nor more than a total of three (3) teaching preparations within said subject at any one time.

9.6 As soon as feasible, the work load of all secondary teachers of English shall be reduced to four (4) teaching periods per day. These teachers shall have two (2) unassigned periods per day. A Study Committee composed of representatives of the English teachers, the English Department Head, the High School Principal and the Superintendent shall be convened for the purpose of recommending a course of action regarding the above in the current Agreement.

9.7 (a) The teaching schedules of elementary school specialist teachers will be arranged among specialists, teachers and the appropriate Administrators so that, to the extent reasonably possible, the teaching load of all such teachers within a given field will be comparable and consistent with the highest quality

of education. In determining comparability of teaching loads, consideration will be given to necessary preparation time for classroom work, work with individual students, special programs and other teaching responsibilities.

(b) The nursing schedules of elementary school nurses will be arranged between nurses and the appropriate Administrators so that, to an extent reasonably possible, the nursing load of all such nurses within a given field will be comparable. In determining comparability of nursing loads, consideration will be given to necessary preparation time for special programs and other responsibilities.

9.8 The Committee(s) will attempt to achieve an equitable distribution of special needs children within the available limits of classroom space by an addition to the Open Enrollment Policy entitled "Chapter 766 Enrollment Policy." Upon completion of grade level meetings to recommend assignments for the following school year, each teacher will receive a list of the students, including proper notation of special needs students, recommended for that teacher's class. Two weeks prior to the start of school, each principal will inform the teacher of any known students added to or deleted from the teacher's proposed class.

9.9 The language in this Article shall be interpreted so as not to exclude Specialist teachers from the meaning of "teachers".

9.10 A Department Chairperson shall have overall responsibility with his or her subject area for grades 7 through 12.

9.11 Personnel other than classroom teachers will at work their assigned tasks for the length of the regular teacher's workday, as per contract or at the discretion of the supervisor.

9.12 The School Committee and the AEA agree to the following teacher expectations and teacher supports:

- a) In order to ensure that student progress is assessed and information is shared regularly, it is agreed that
 1. Each school will divide the school year into segments or "marking periods."
 2. Teachers will assess and maintain accurate records of student progress. In grades 7-12 the equivalent of four (4) tests per marking period will be given.

3. Noting the importance of teacher feedback, test results, projects and papers will be returned to students within a reasonable amount of time.
- b) To provide support to teachers, it is agreed
 1. To insure access to telephones for staff.
 2. To allocate a sum of money (\$25/teacher) for the purpose of reimbursing teachers for purchases of instructional materials.
 3. A minimum of one full time clerical aide will be employed to provide school year support for regional academic departments. The AEA recognizes that the position noted in this section will be reduced before any certified staff will be RIF'ed.

9.13 Teachers will have a duty-free lunch period of approximately thirty minutes.

9.14 There will be a minimum twenty-minute recess period each day in the elementary schools. Each elementary school teacher will be off duty for such recess period every day.

9.15 Teachers' participation in extracurricular activities will be strictly voluntary and teachers will be compensated for all such participation in accordance with the provisions of Schedule B.

9.16 Professional Services: If the Association President so requests and the Superintendent deems it desirable, the Superintendent may adjust the teaching schedule of the President to provide released time for the President to handle matters requiring immediate consideration.

9.17 Teachers may be required to remain after the end of the regular workday, without additional compensation, for up to one hour to attend the following staff meetings:

- a) One day of each month or ten days per school year— Building Level Staff Meetings.
- b) One day of each month or ten days per school year-- Curriculum Meetings or Departmental Meetings.
- c) During the self evaluation as required by the NEASC accreditation process, staff attendance at additional after school meetings may be required by the building principal in order to meet the NEASC requirements.

9.18 The Association recognizes that a teacher's responsibilities include meeting the needs of pupils in relation to

special help. Every effort shall be made by the teacher to insure that no pupil is denied a reasonable amount of special and individual attention outside of regular class periods when sought by a pupil or parent or when thought necessary by a teacher. However, it is recognized that this time must be scheduled in recognition of the numerous other commitments to the school system on the part of the teacher.

It is further recognized that a teacher's responsibilities include conferring with a parent when so requested by a parent or when thought necessary by the teacher. Such conferences should be held at mutually convenient times.

ARTICLE 10 CLASS SIZE

10.1 The desirable maximum number of pupils per teacher is as follows:

- | | |
|--|----|
| a) <u>Elementary Schools</u> | |
| Grade 1 | 20 |
| Grade 2 through 6 | 25 |
| b) <u>Junior and Senior High Schools</u> | |
| Academic Subjects | 25 |
| Science Laboratories | 25 |
| Industrial Technology | 15 |
| Art | 15 |
| Mechanical Drawing | 25 |
| Physical Education | 25 |
| Study Hall | 30 |

10.2 The Committees and the Association recognize that class size has a bearing on quality education and will, whenever possible, subject to space availability and other educational considerations, insure that class size is of the most effective number for both the teacher and pupils. Attainment of the desirable maximum number of pupils per teacher shall, however, be dependent on the practicalities with which the Committees must deal.

ARTICLE 11 NON-TEACHING DUTIES

11.1 The Committees and the Association acknowledge that a teacher's primary responsibility is to teach and his or her energies should, to the extent possible, be utilized to this end.

11.2 Teachers will not be required to perform the following duties to an extent greater than now in general performed:

- a) Non-professional assignments, including but not limited to, milk distribution, supervision of sidewalks, buses and playgrounds, except in cases of emergency determined by the Principal.
- b) Health services, such as administering eye and ear examinations and weighing and measuring students, except for members of the Physical Education Department who presently perform such duties. This paragraph does not apply to nurses.
- c) Collecting money from students for non-school related purposes. Although teachers may be required to collect and transmit money to be used for school related purposes, they will not be required to tabulate or account for such money.
- d) Delivering books to classrooms, keeping registers and clerical work on cumulative record cards, correcting and graphing of standardized tests, and other similar clerical functions.

11.3 Elementary teachers and nurses shall not be required to supervise lunch or recess.

11.4 One (1) full-time clerk shall be provided to assist in the work described in Section 11.2.

11.5 Teachers shall not be required to drive pupils to activities which take place away from school buildings. If a teacher provides transportation for a student from his or her school or from the location of an authorized outside activity to the student's home, that activity shall be considered to be within the scope of the teacher's duties for the purposes of Chapter 258.

11.6 When it is required that the contents of a room be moved,

- a) Teachers will be provided with sufficient packing materials;
- b) Teachers will not be required to move materials to a new location.

11.7 The language in this Article shall be interpreted so as not to exclude Specialist teachers from the meaning of "teachers".

ARTICLE 12
TEACHER EMPLOYMENT

12.1 Upon employment or reemployment, a teacher will be placed on a mutually agreed step on the salary schedule.

12.2 Shared Teaching Positions

Two teachers may volunteer to be employed to fill a single position on a shared basis. Interested teachers would submit a proposal, generally by March 15. The proposed plan will be reviewed by the Principal and the Superintendent. Seeking a shared teaching position does not jeopardize one's current teaching position. Teachers will be notified regarding the status of their proposals by April 15.

12.2.1 Shared teaching positions are binding for one year only. Shared employment may be renewed on a year to year basis if it is satisfactory to the Teachers, Principal, and Superintendent; or, teachers would be returned to former full time status subject to the provisions of Section 12.2.3.

12.2.2 A teacher with professional status entering into a shared teaching position shall retain full professional status rights.

12.2.3 Teachers in shared positions would be credited with a full year on the seniority list and would be subject to reduction in force with all teachers, according to Article 35.

12.2.4 In the event one or both positions become vacant for the balance of a school year, the status of the position would be re-evaluated by the Administration and could be changed to a full time position only if the Administration was unable to find another person to share the position for the remainder of that year, e.g. unable to find another person interested or available for a shared position.

12.2.5 Each teacher will receive a prorated salary based upon his or her individual position on the salary schedule.

12.2.6 The two individuals combined shall be eligible for fringe benefits and other benefits, for example, tuition reimbursement, sick leave, personal leave, etc., on a full time equivalent basis.

- a) In the case of insurance, if both wish to avail themselves of the full benefit, then each shall contribute his or her

prorated share. If one does not use this benefit, the other may take full advantage.

12.2.7 In the future, a committee may be formed to further discuss unforeseen circumstances related to shared positions.

12.2.8 A teacher who wishes to share a position, but does not have a partner may be paired with a new hire. In such circumstances, the newly hired teacher has the same rights to a subsequent year of employment and credit on the seniority list as a regular part-time teacher.

ARTICLE 13 TEACHER ASSIGNMENT

13.1 Teachers within the school system will be notified in writing of their programs for the coming school year, including the school to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, as soon as practicable and under normal circumstances not later than June 1 at both the elementary and secondary levels.

13.2 In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates and/or their major or minor fields of study.

13.3 Non-voluntary changes in grade assignment in the elementary schools and in subject assignment in the secondary schools will be made only after consultation between the teacher and the Principal.

13.4 In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such teachers will be notified of any changes in their schedules as soon as practicable. Teachers who are assigned to more than one school in any one school day will receive twenty-seven cents (\$0.27) per mile for all inter-school driving done by them.

13.5 Teachers who are required to travel between schools for the performance of their teaching duties shall be promptly notified in writing whenever it becomes known.

ARTICLE 14 TRANSFERS

14.1 Although the Committees and the Association recognize that some transfer of teachers from one school to another is unavoidable, they also recognize that frequent transfer of teachers is disruptive of the educational process and interferes with optimum teacher performance.

14.2 When a reduction in the number of teachers in a school is necessary, volunteers will generally be transferred first.

14.3 When involuntary transfers are necessary, the educational needs of the students, a teacher's area of competence, major and/or minor field of study, quality of teaching performance, length of service in the Acton Public Schools and the Acton-Boxborough Regional School District and other relevant considerations will be considered in determining which teacher is to be transferred. Teachers being involuntarily transferred will be transferred to duties bearing an appropriate relationship to the teacher's experience or prior duties. An involuntary transfer will be made only after a meeting with the teacher involved and the Superintendent (or his or her designee), at which time the teacher will be told why he or she has been selected as a teacher to be transferred. At that meeting, a teacher being involuntarily transferred will have an opportunity to discuss the openings that are being filled and suggest a preference. When more than one teacher expresses the same preference, the more senior teacher shall be chosen. In the event that a teacher objects to the transfer at this meeting, upon the request of the teacher, the Association will be notified and the Superintendent (or his or her designee) will meet with the Association's representative to discuss the transfer.

14.4 A list of open positions the Acton Public Schools or the Acton-Boxborough Regional School District, as the case may be, will be made available to all teachers being transferred. All such teachers will be given reasonable time off for the purpose of visiting schools at which such openings exist.

14.5 Notice of transfer will be given to teachers as soon as practicable. Generally such notice is given not later than June 1.

14.6 Exceptions to the provisions of Sections 14.2, 14.3, 14.4 and 14.5 above may be made only if the Superintendent determines that it is necessary to do so in the best interests of the teacher(s) and/

or school affected. The Association will be notified of every instance in which the Superintendent so determines. A transfer made as the result of an exception pursuant to this Section 14.6 shall be subject to the grievance procedure set out in Article 4 hereof and may be initiated at Level Two thereof.

14.7 Teachers desiring a transfer will submit a written request to the Superintendent stating the assignment preferred. Such requests must be submitted between September 1 and April 1 of each school year to be considered for the next school year. Requests must be renewed each year. All requests will be acknowledged in writing by May 1.

ARTICLE 15 VACANCIES AND PROMOTIONS

15.1 Whenever any vacancy occurs at the professional level between September 1 and June 30, notice of such vacancy will be posted on the Association bulletin board in each school as far in advance of the appointment as is reasonably possible. During the months of July and August, written notice of any such vacancy will be given to the Association. Such notice shall clearly set forth the qualifications for the position, its duties and the rate of compensation. If such qualifications are changed after such notice is given, the Association will be advised of such changes and the reasons thereof reasonably in advance of the filling of such vacancy.

15.2 Any qualified teacher, whether or not employed by the Districts, who wishes to apply to fill such vacancy, shall be given adequate opportunity to do so. Consideration shall be given to each applicant's professional background, attainments, experience, length of service for the Districts or other relevant factors. When the above qualifications are equal among candidates, in the judgment of the Superintendent, teachers already employed by the Districts shall be given preference over candidates outside the system. Any teacher applicant, who is covered by this Agreement and who is not selected, will receive a written notice of non-appointment from the Superintendent (or his or her designee) and may request a conference with the Superintendent (or his or her designee) to discuss the reasons for his or her failure to be appointed. Appointments shall be made, if practical and desirable, within sixty (60) days after notice has been given as described in Section 15.1.

15.3 A list of open positions in the Acton or the Acton-Boxborough Schools, as the case may be, shall be made available to the Association.

ARTICLE 16
POSITIONS IN SUMMER SCHOOL, EVENING SCHOOL,
AND UNDER FEDERAL PROGRAMS

16.1 Reasonable advance notice of openings for positions in any summer school, evening school or under Federal programs will be given to the Association. Consideration in filling such openings will be given to an applicant's professional background, experience, length of service and other relevant considerations. A teacher applicant shall be notified of the action taken with respect to his or her application as soon as reasonably possible.

ARTICLE 17
TEACHER EVALUATION

17.1 All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher.

17.2 Each teacher shall, upon request, be permitted to review the contents of both of his or her personnel files and to file a written answer to any material which the teacher deems to be derogatory or factually inaccurate. Such teacher shall be entitled to have a representative of the Association present during such review. No material which the Superintendent or the appropriate Principal determines to be derogatory to a teacher's conduct, service, character or personality shall be placed in such teacher's personnel file unless such teacher has had an opportunity to review the material. The teacher shall acknowledge having had the opportunity to review such material by affixing his or her signature to the copy to be filed; however, such signature shall not indicate agreement with the content thereof. Any complaint emanating from outside the school which may result in a formal oral reprimand, a written reprimand, disciplinary action or which may be used as a basis to formulate an objective under the evaluation procedure shall be brought to the teacher's attention in writing, including the identification of the complainant, within five (5) days (as defined in Section 4.8) of the receipt of said complaint by the Administration.

17.3 Upon request, each teacher will be given a copy of any evaluation report prepared by his or her supervisors and shall be given an opportunity to discuss such report with the appropriate supervisor.

17.4 Complaints from within the school that may result in a reprimand or disciplinary action shall be communicated to the teacher in writing within five (5) days (as defined in Section 4.8) of the occurrence/event giving rise to said complaint. Said complaint shall include the name(s) of the person(s) making the complaints. The School Committee and the Association agree that the professional staff will recognize its responsibility to demonstrate sage professional judgment in dealing with such complaints and the individuals involved.

17.5 The Association recognizes the authority and responsibility of the Principal to reprimand or otherwise discipline a teacher for delinquency of professional performance. If a teacher is to be reprimanded or otherwise disciplined by a member of the Administration above the level of the Principal, however, he or she will be entitled to have a representative of the Association present.

17.6 No teacher shall be reprimanded, reduced in rank or compensation or deprived of any professional advantage or otherwise disciplined without good cause.

17.7 The parties of this Agreement recognize the outcome of the 1996 negotiations as the basis for the Acton and Acton-Boxborough School Committees' and Acton Education Association's agreement regarding the procedure, philosophy and instrument by which teachers shall be evaluated.

17.8 Evaluation Procedure (See Appendix C)

17.9 Coaching Evaluation

The term "teacher" as used in this Article shall include professional persons receiving pay under Schedule B.

17.10 Teachers who assume responsibility for any activity listed in Schedule B shall be observed regularly during each school year by the Administrator(s) responsible for the direction of the activity. Formal evaluations will be completed for all teachers during their first year in any Schedule B position. Decisions regarding the need for subsequent formal evaluation will be made by the appropriate Administrator(s) on the basis of observations

and/or previous evaluations. All evaluations will be carried out in accordance with procedures outlined in Appendix C.

ARTICLE 18 TEACHER FACILITIES

18.1 The Committees shall maintain the following types of facilities at each school substantially to the extent as now provided:

- a) Space in each classroom in which teachers may safely store instructional materials and supplies;
- b) A teacher work area containing reasonably adequate equipment and supplies to aid in the preparation of instructional materials;
- c) An appropriately furnished room which will include a pay telephone, if the Association so requests, to be reserved for the exclusive use of the professional staff as a faculty lounge. The cost of any such telephone will be assumed by the Association;
- d) A communication system so that teachers can communicate with the main building office from their classroom;
- e) A well-lighted and clean male teacher rest room and a well-lighted and clean female teacher rest room; and
- f) A separate private dining area for the exclusive use of the professional staff.

18.2 (a) Reasonably adequate reserved parking space for teachers will be provided at each school.

(b) Reserved parking space will be provided for the nurse at each school, reasonably close to the school entrance. Wherever possible, this parking space will allow entry and/or exit when busses are in the school driveways.

18.3 The School Committee shall budget at least \$500 each year for the sole purpose of supplying each teacher with a secure and lockable teacher's desk and/or file cabinet until such time that each teacher shall be so provided.

18.4 The Committees shall maintain the following types of facilities for nurses at each school substantially to the extent as now provided:

- a) Space to store materials.
- b) A serviceable nurse's desk and chair at each school.

ARTICLE 19 USE OF SCHOOL FACILITIES

19.1 The Association will have the right to use school buildings without cost at reasonable times for meetings, with the approval of the Superintendent (or his or her designee).

19.2 The teachers will have the right to use athletic facilities and equipment without cost when not otherwise used and whenever buildings housing such facilities are heated and lighted for any other purpose. The schedule and other related matters will be arranged in advance with the Superintendent or his or her designee.

19.3 There will be one (1) bulletin board in each school building, which will be placed in the faculty lounge, for the purpose of displaying notices, circulars and other material approved by the Association. Copies of all such material will be promptly given to the appropriate Principal, but his or her advance approval will not be required. No material shall be posted which tends to question the good faith or misrepresents the position of any of the parties to this Agreement, incites ill feeling or animosity or which constitutes campaign propaganda for or against rival factions within the Association.

19.4 With advance approval from the Superintendent (or his or her designee) and upon written notice to the appropriate Committee, teachers may use school facilities for services rendered relative to their profession for Acton and Acton-Boxborough students. Such services shall not be in conflict with the professional Code of Ethics of the National Education Association. Remuneration for such services shall be at the discretion of the individual teacher.

ARTICLE 20 SUBSTITUTE TEACHERS

20.1 Positions which will be vacant for at least one (1) semester will, to the extent possible, be filled by personnel who have met the state certification requirements. For work beyond the 45th day, the teacher will be placed on the salary schedule, the position on said schedule to be set by the Superintendent and the teacher.

20.2 At the secondary level in those cases where regular substitutes are not available and a regular teacher voluntarily agrees to serve as a substitute or attend a Core Evaluation Team meeting

during his or her non-teaching time, said teacher will be paid an additional 1/900 of his or her base pay for each such period after his or her second such period during the school year. The Committee(s) will utilize qualified substitute teachers in the absence of regular elementary art, music and physical education teachers to the extent that such qualified substitute teachers are available. When qualified substitute teachers are not available on the elementary level and a teacher serves as a substitute or attends a Core Evaluation Team meeting during his or her non-teaching time, said teacher will be paid an additional 1/1200 of his or her base pay for each such period after the second such period during the school year. Such arrangements will be made by the appropriate Principal.

20.3 At the elementary level, non-classroom teachers and counselors shall not be used as substitute teachers and teachers shall not be required to cover two (2) or more classrooms simultaneously, except on a voluntary basis or in an emergency situation.

ARTICLE 21 PROFESSIONAL DEVELOPMENT , EDUCATIONAL IMPROVEMENT, AND COURSE REIMBURSEMENT

21.1 Recognizing the value of academic improvement, it is expected that a teacher who has not obtained three semester hours of credit or completed one in-service course offered by the employer or at the completion of R & D work as provided in Article 22 over a three year period, commencing at the completion of a previous three credit or in-service course, may be required to take an in-service course, if offered by the employer, during the fourth year. Notification of such requirement shall be made by the date of the first pay check in that fourth year pursuant to Article 38.

21.2 Course Reimbursement

The Committee(s) will pay for fees and tuition for courses, including in-service courses, which are taken with the advance approval of the Superintendent. Such approval shall not be unreasonably withheld, unless the budget therefor has been expended. An individual teacher shall have the option of receiving reimbursement up to \$600 maximum per year for an unlimited number of courses, or up to \$800 maximum per year at the rate of \$200 per credit for one course. Such reimbursement shall be received by the teacher by October 1 of the following school year or upon the receipt of the transcript by the Superintendent, whichever is later. Reimbursement for course(s) taken during the spring

semester or during a summer session shall be conditional upon the teacher's returning to the employ of one of the Districts for the school year which begins the September following the completion of such course(s). Funds for fall, spring and summer professional improvement opportunities shall be budgeted separately, and awarded each period on a first-come-first-serve basis; however, prior to approving a second request by a teacher, first requests by other teachers will be accommodated based on available funds.

21.3 The Committees will pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by teachers who attend workshops, seminars, conferences or other professional improvement sessions at the request and/or with the advance approval of the Superintendent (or his or her designee). Funds for fall, spring and summer professional improvement opportunities shall be budgeted separately, and awarded each period on a first-come-first-serve basis.

21.4 It is expected that a nurse shall complete the minimum number of Registered Nurse Continuing Education Units as prescribed by the Commonwealth Board of Nurse Examiners or other competent authority. The Committees will pay for the fees and tuition for such units which are taken with the advance approval of the Superintendent. Such approval shall not be unreasonably withheld, unless the budget therefore has been expended. An individual nurse may receive reimbursement up to \$600.00 maximum per year. Such reimbursement shall be received by October 1.

ARTICLE 22 RESEARCH AND DEVELOPMENT PROGRAM

22.1 A Research and Development Program shall exist to take fuller advantage of teacher resources for the improvement of the schools by affording personnel opportunities to work on self-initiated proposals. Proposals for projects to be carried out under the Research and Development Program may include such matters as curriculum planning, evaluation and selection of new materials, development of original materials, plans for implementing new teaching techniques, preparation of student reading lists, setting up experimental laboratory blocks, evaluation system, or any other worthwhile endeavor. Proposals consistent with the Committee's Five Year Curriculum Needs Program will have preference. No person who has submitted an R & D proposal will participate in

deliberations on Research and Development Programs for that particular year.

22.2 Any teacher or teachers may submit to the appropriate Committee through the appropriate Administrators, a proposal in which the following are indicated:

- a) Describe the nature of the work and what it might accomplish in terms of meeting an identified need.
 1. Document the need as well as possible.
 2. Develop objectives to meet the need.
- b) Describe the procedures that will be used to achieve the objectives including:
 1. The number and names of teachers the project would involve with a contact person indicated.
 2. The estimated length of time required to complete the project. (Proposed dates would be helpful, if possible.)
 3. A schedule or sequence for accomplishment of the different objectives or phases of the project.
 4. An estimate of expenses for supplies, materials, typist, travel, consultants, teachers' salaries (at the rate given in 22.11), and Chairperson's salary (at the rate given in 22.11) with subtotals and a grand total for the cost of the proposed project.
- c) Indicate whether this project will be under a "release time" (released from teaching duties) or "extended time" plan (work in period above and beyond normal school calendar or contract schedule).
- d) Describe the evaluation procedures to be used.
 1. What method of evaluation do you plan for your proposal?
 2. What criteria will be used to determine the success or relative success of the proposal?

22.3 The released time plan allows a teacher to work on the project during the normal contract schedule by releasing him or her from some or all of his or her teaching duties, as required by the nature of the proposal.

22.4 The extended time plan allows a teacher to work on his or her project in a period above and beyond the normal school calendar or contract schedule.

22.5 Teachers making a proposal for a project under this program must submit their proposal, as described in Section 22.2, to

the Central Office no later than March 1. Such proposal must be in writing, but may be in outline form.

22.6 A teacher or teachers who submit such a proposal will receive written notification of the Superintendent's action on it whenever practicable by April 15th, but no later than May 15th. Action by the Superintendent may take any of the following forms.

- a) Approval.
- b) Delayed approval. (To be used in the event that the Superintendent favors the proposal, but lacks sufficient funds for immediate approval, in which case the project will be given consideration for approval, at a future time.)
- c) Non-approval, accompanied by reasons for the Superintendent's decision.

22.7 All work on such projects shall be performed on school premises, unless the nature of the work requires otherwise.

22.8 The Superintendent shall be notified as soon as reasonably possible if unforeseen developments make it impossible to carry out an approved project.

22.9 A teacher or teachers responsible for a project shall submit a report, upon completion of the project, to the Superintendent and appropriate Administrators setting out the results of their work.

22.10 Teachers working on a released time plan will receive the same salary and benefits as they would for a normal teaching schedule.

22.11 Teachers working on an extended time plan will receive additional compensation at the per diem rate of \$194 for the chairperson and \$170 for non-chairpersons, or have the option to receive one in-service credit (at the rate of one credit per eighteen (18) hours), the option to be at the teacher's discretion.

22.12 A Chairperson of a Department may, pursuant to this Article, submit a proposal for one additional work period beyond the end of the school year which work period shall be not less than one (1) week, nor more than two (2) weeks in duration. The provisions of Sections 22.2, 22.5, 22.6, 22.8, 22.9, 22.10 and 22.11 shall apply with respect to any such proposal.

ARTICLE 23 PROTECTION

23.1 Teachers will immediately report all cases of assault suffered by them in connection with their employment to the Principal concerned and to the Superintendent in writing.

23.2 This report will be forwarded to the Superintendent, or his or her designee, who will comply with any reasonable request from the teacher for information in his or her possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the teacher, the police, and the courts.

23.3 The Committees agree that they shall procure insurance to indemnify members of the bargaining unit to the extent permitted under Section 9 of Chapter 258 of the General Laws.

23.4 Teachers will report cases of assault and battery committed on any student upon the school grounds of which they have direct knowledge to the building Principal as soon as possible. When, in their professional judgment, teachers consider it appropriate, they shall also report cases of verbal assault. If the Principal so directs, reports made under this section shall be in writing.

ARTICLE 24 INSURANCE AND ANNUITY PLAN

- 24.1 The Committees will pay:
- a) Fifty percent (50%) of the cost of a \$15,000 term life insurance plan of the type presently available to teachers;
 - b) Eighty-five percent (85%) of the cost of individual or family coverage, whichever applies in the particular case, for Blue Cross and Blue Shield Master Medical plan, or a substantially equivalent plan with benefits not less than presently realized to be mutually agreed.

The teachers' health insurance premiums will be paid with pre-tax dollars in accordance with Massachusetts General Laws. Should said program not be implemented or should future legislation abolish pre-tax premium payments, the contribution ratio shall revert to 90% employer and 10% employee.

24.1.1 Unit A members will pay for their health insurance with pre-tax dollars. Should this not be implemented or is legally changed, the 85 percent in 24.1 would revert to 90 percent.

24.1.2 Should any employee of the Town, the Committees or the Water District successfully challenge the legality of the change from a ratio of 90% / 10% to 85% / 15%, Unit A salaries would decrease by the amount equal to 0.5% of the Base Salary 1991-1992.

24.2 A teacher's Blue Cross and Blue Shield coverage will be continued during the period of an unpaid leave of absence granted pursuant to Article 8, provided the teacher pays the total monthly cost of such coverage to the appropriate Committee within seven (7) days from the last anniversary date.

24.3 If two (2) or more teachers belong to a single family unit and are eligible for coverage under Section 24.1 above under the same policy, each may, at his or her option, have his or her entitlement applied to the full cost of a single policy covering said family unit.

24.4 Teachers will be eligible to participate in a "tax sheltered" Annuity Plan established pursuant to current state and federal laws and regulations.

24.5 Extended Paid Sick Leave

24.5.1 Each teacher who has taught for either of the Districts for at least one (1) full school year shall have an extended paid sick leave account which may be utilized if the teacher is prevented from working because of personal illness or injury. In order to be eligible to use extended paid sick leave during a period of absence due to personal illness or injury, a teacher must meet the following conditions:

- a) All of the teacher's accumulated sick leave must have been exhausted; and
- b) The teacher must furnish to the Superintendent a physician's certificate attesting that the illness or injury disables the teacher from working and is expected to continue for at least twenty (20) work days. Thereafter, the teacher may be required to furnish further medical certification. The Superintendent reserves the right to have a physician of his or her choosing examine the teacher.

24.5.2 The maximum number of days extended paid sick leave in a teacher's account shall be based upon the number of full school years such teacher has served for the Districts, as follows:

Number of full school years of service for the Districts	Maximum number of days of extended paid sick leave
At least 1 year but less than 5 years	45 days
At least 5 years but less than 10 years	90 days
At least 10 years but less than 15 years	120 days
At least 15 years but less than 20 years	150 days
20 years or more	180 days

24.5.3 A teacher who has used days of extended paid sick leave and who, because of the completion of additional full school years of service for the Committees, qualifies for an increase in the maximum number of days of extended paid sick leave, shall have deducted from the new maximum the number of days of extended paid sick leave previously used and charged to his or her account.

24.5.4 Each time a teacher uses days of extended paid sick leave, such days shall be deducted from the applicable maximum, provided that a teacher who has used days of extended paid sick leave shall have the applicable maximum number of days of extended paid sick leave restored to his or her account after such teacher completes a period of five (5) full school years of employment during which such teacher did not use any days of extended paid sick leave.

24.5.5 At the beginning of each school year, a maximum number of days equal to the aggregate number of FTE covered by this agreement multiplied by 4.0 shall be available for use as extended paid sick leave by Unit A members.

24.6 Teachers will be eligible to participate in a Group Dental Insurance Plan at the individual's expense.

24.7 The Association agrees to participate in the Insurance Advisory Committee should the Town convene said committee. In the event that an agreement is reached requiring unit members to pay a higher insurance premium contribution, then the Association shall have the right to re-open the contract for the limited purpose of negotiating a salary increase prior to the implementation of any increase to insurance premium contributions.

**ARTICLE 25
TEXTBOOKS**

25.1 The Committees shall continue to provide sufficient textbooks to insure that each student in a classroom has textbooks for his or her own use.

25.2 The initiative for the selection and changes of textbooks is expected to come from the appropriate faculty, which will make its decisions through such committees and procedures which may from time to time appear convenient and efficacious to such faculty. Such decisions are subject to the approval of the Superintendent; however, such approval will ordinarily be limited to determinations of budgetary priorities.

**ARTICLE 26
DUES DEDUCTION**

26.1 The Committees agree to deduct from the salaries of teachers who have on file with the appropriate Committee an executed current Dues Deduction Authorization Card in the form set out below, dues for the Acton Education Association, Massachusetts Teachers Association, and/or the National Education Association and to transmit the moneys to the Acton Education Association Treasurer. Teacher authorization shall be in writing in the form set below:

"Dues Deduction Authorization Card"

Name: _____

Address: _____

I hereby request and authorize the School Committee of the Town of Acton and the Acton-Boxborough Regional District School Committee or either of them to deduct from my earnings and transmit to the Treasurer of Acton Education Association \$_____ to provide for regular payment of the annual membership dues of the Acton Education Association, Massachusetts Teachers Association, and the National Education Association in equal monthly deductions from the second paycheck in October and continuing through the second paycheck in May. This authorization may be withdrawn by me by giving at least sixty (60) days' notice in writing of such withdrawing to the appropriate School Committee named above. I further understand that if I leave the system or withdraw this authorization before the end of the school year the balance due will be deducted from my last paycheck upon leaving or prior to the effective date of the withdrawal of this authorization, as the said moneys so deducted and transmitted in accordance with this

authorization, and relieve either or both of said Committees, and any or all officers of either or both of them from any liability thereof.

Teacher's Signature: _____

Date: _____

26.2 Deductions referred to in Section 26.1 will be made in eight (8) equal payments in amounts certified by the Treasurer as being the regular membership dues of the Association, the Massachusetts Teachers Association, and the National Education Association on the second paycheck of each month commencing in October and continuing through the second paycheck in May.

26.3 The Acton Treasurer and the Acton-Boxborough Regional Treasurer will submit the amount of the deduction to the Association Treasurer as soon as is reasonably possible after the issuance of the paycheck from which the deductions were taken.

26.4 The provisions of this Article 26 shall be subject to the requirements of Section 17C of Chapter 180 of the General Laws including the requirement that the Treasurer of the Town of Acton or the Treasurer of the Acton-Boxborough Regional School District, as the case may be, shall be satisfied by such evidence as he or she may require that the Treasurer of the Association has given to the Association, a bond, in the form approved by the Commissioner of Corporations and Taxation, for the faithful performance of his or her duties, in a sum and with such surety or sureties as are satisfactory to either or both of the above described Treasurers, as the case may be.

26.5 The Association shall indemnify and save the Committees harmless against any claim, demand, suit or other form of liability that may arise out of, or by reasons of, action taken or not taken by either or both of the Committees for the purpose of complying with this Article or in compliance with any dues deduction authorization furnished to either or both of the Committees.

ARTICLE 27 CREDIT UNION

27.1 The Committees agree to deduct from the salaries of teachers who have on file with the Committees an executed current Credit Union Deduction Authorization Card an amount or amounts specified for the purchasing of shares of, or making deposits in, or

repaying a loan from, the Massachusetts Teachers Association Credit Union. Teacher authorization shall be in writing in the form set forth below:

“Credit Union Deduction Authorization Card”

Name: _____

Address: _____

Credit Union Account Number: _____

I hereby request and authorize the School Committee of the Town of Acton and Acton-Boxborough Regional District School Committee or either of them to deduct from my earnings and transmit to the Massachusetts Teachers Association Credit Union the sum of \$_____ from each of my paychecks for purchasing shares of, or making deposits in, or repaying a loan from, the Massachusetts Teachers Association Credit Union. This authorization may be withdrawn by me by giving at least thirty (30) days’ notice in writing to the appropriate School Committee named above. I hereby waive all right and claim for said moneys so deducted and transmitted in accordance with this authorization, and relieve either or both of said Committees and any and all officers of either or both of them from any liability thereof.

Teacher’s Signature: _____

Date: _____

27.2 The amounts deducted will be transmitted to the Credit Union as soon as is reasonably possible after the issuance of paychecks from which the deductions were taken.

27.3 The provisions of this Article 27 shall be subject to the requirements of Section 178B of Chapter 149 of the General Laws, including the requirement that the treasurer of the Town of Acton and the Treasurer of the Acton-Boxborough Regional School District, as the case may be, shall be satisfied by such evidence as he or she may require that the Credit Union Treasurer has given bond as required by law for the faithful performance of his or her duties.

27.4 The Association shall indemnify and hold the Committees harmless against any claim, demand, suit or other form of liability that may arise out of or by reason of, action taken by either or both of the Committees for the purpose of complying with this Article or in compliance with any authorization furnished to either or both of the Committees.

ARTICLE 28
PERSONAL INJURY AND PROPERTY LOSS

28.1 A teacher who, as the result of an accident or assault which occurs in the course of his or her employment, is injured and is required to be absent from his or her duties as a teacher, will be paid his or her accrued sick leave, as provided in Article 8 (less workmen's compensation or any other disability income benefits to which he or she may be entitled). A claim under this section must be supported by satisfactory evidence if the Committees so request. The Committees reserve the right to retain a physician at their own expense who may determine the condition of the teacher.

28.2 1. The teacher will report the incident on the appropriate form within one week.

2. The teacher will document the incident stating such specifics as: (a) a description of the damaged, destroyed or stolen article; (b) the circumstances under which the problem occurred; (c) why the article was on school property (preferably how it impacts the "course of his or her employment"); (d) the "fair market value" of the article--written estimate (professional or applicable); (e) when the incident was reported to the police if appropriate.

3. Settlement will be made only up to the amount not covered by personal insurance (i.e. deductible amount). The teacher must submit a copy of his or her insurance documenting the deductible amount and the balance not covered by the policy.

4. For autos, only damage which represents clear vandalism will be covered.

5. In no case will damages of more than \$250 be paid to an individual who has no insurance.

28.3 At the request of the Committees, the Association's Professional Rights and Responsibilities Committee will review any claim arising under this Article and make a recommendation to the teacher and the Committees as to the merits of the claim.

ARTICLE 29
GENERAL

29.1 If negotiation meetings between the Committees and the Association are scheduled during a school day, the representatives of the Association will be relieved from all regular duties without loss of pay as necessary in order to permit their participation in such meetings. If it is necessary for a teacher to attend an arbitration

hearing or fact-finding proceeding held pursuant to this Agreement during the school day, he or she will, upon twelve (12) hours notice to his or her Principal, be released without loss of pay as necessary in order to permit attendance at such hearing or fact-finding proceeding. One (1) representative of the Association will, upon 12 hours notice to his or her Principal, be released without loss of pay in order to permit attendance at such hearing or fact-finding proceeding.

29.2 Copies of official School Committee minutes shall be placed in each Principal's office for the use of interested teachers. Copies of other School Committee documents or reports to which a resident of Acton or Boxborough would have access will be placed in the Superintendent's office for the use of interested teachers. Requests by the Association for additional information may be addressed to the appropriate Committee.

29.3 The expense of providing a mutually-agreed upon number of copies of this Agreement will be shared by the Association and the Committees.

29.4 This Agreement constitutes policy of the Committees for the term of said Agreement, and the Committees will carry out the commitments contained herein and give them full force and effect as policy of the Committees.

29.5 At the discretion of the Principal, class field trips shall be encouraged to the extent of the budget allocated to each school for such purposes.

29.6 The Association recognizes that the Committees may make curriculum changes from time to time. It is the intention of the Committees, to the extent practicable, to announce any such changes prior to April 15 of the school year preceding the school year in which such changes are to become effective.

ARTICLE 30 STAFF CHILDREN TUITION

30.1 As a benefit for employees covered by the agreement, the children of Unit A members may attend schools in the Acton and/or Acton-Boxborough Regional School Systems at no charge provided application is made no later than the annual date of Kindergarten registration.

30.2 There shall be a maximum limit of three (3) such children per grade level in grades K-8. If more than three (3) children apply for admission, then three (3) shall be selected by lottery administered jointly by the Association and the Committee. If a lottery is required, it shall take place as soon as possible after the above mentioned registration deadline.

30.3 If a Unit A member's child is currently enrolled in the Acton and/or Acton-Boxborough Regional School Systems, his or her siblings will be guaranteed admission. Sibling admissions shall not be restricted to the limits outlined in Section 30.2.

30.4 There shall be no limit on the number of such children in grades 9-12. However, the application deadline in Section 30.1 above must be met.

30.5 K-6 teachers who reside in Acton may have their children assigned to the school in which they teach.

30.6 If the Acton Public Schools and the Acton-Boxborough Regional School District remain a choice community, and in the event any provision of the School Choice Law is in conflict with Article 30, the language of Article 32 shall be implemented for the purpose of negotiating a substitute provision in compliance with the requirement of such law or regulation.

ARTICLE 31 NO DISCRIMINATION

There shall be no discrimination, restraint or coercion by either of the Committees or the Association against any teacher because of membership or non-membership in the Association or participation in its affairs or because of a teacher's race, color, creed, national origin, age, gender, sexual orientation, marital status or the lawful exercise by a teacher of political activity outside of school, as provided by law.

ARTICLE 32 PRECEDENCE OF LAWS AND REGULATIONS

The accomplishment of the purposes of the existence of the Acton-Boxborough Regional District School and the Acton Public Schools is paramount in the interests of the parties hereto, as well as

in the public interest. In the administration of all matters covered by this Agreement, the Committees and the Association are governed by the provisions of this Agreement and any existing or future laws and regulations and amendments thereto which may be applicable, and this shall at all times be applied in accordance with and subject to such laws and regulations. Should any provision of this Agreement be deemed to be in conflict with any such laws or regulations, it may become the subject matter of discussion by the parties hereto for the purpose of attempting to negotiate a substitute provision in compliance with the requirements of such law or regulation.

ARTICLE 33 DURATION

33.1 This Agreement shall become effective as of September 1, 2005, and shall remain in effect to and including August 31, 2008.

33.2 This Agreement contains increases in salaries and fringe benefits above the levels of such salaries and fringe benefits which were in effect prior to the effective dates of the Agreement and of Schedules A and B thereof. Such increases shall be implemented and paid to teachers to the extent permitted by applicable laws, orders and regulation.

ARTICLE 34 KINDERGARTEN TEACHING POSITIONS

34.1 Teaching Hours and Teaching Load

The single session kindergarten teacher shall follow the regular school year with the following exceptions: for one-half the school year the single session kindergarten teacher shall teach in the morning and for the other half of the school year in the afternoon.

34.2 Conferences

During fall and spring conference time, a double session kindergarten teacher shall receive two sessions of leave from the classroom to conduct conferences. A substitute teacher shall be hired in his or her place. A single session kindergarten teacher shall receive one session of leave.

34.3 Intersession

Double session kindergarten teachers shall have a forty (40) minute duty-free intersession period between sessions provided the administration can arrange the schedule consistent with other requirements.

ARTICLE 35
REDUCTION IN STAFF

35.1 (a) In the event it becomes necessary to reduce the number of teachers, except nurses, with professional status included in the bargaining unit defined in Article 1, they shall be laid off in accordance with the criteria outlined in Section 35.2. An employee whose position is eliminated shall be entitled to any position which is open or is held by a less senior teacher within his or her system whose current job description qualifications the teacher meets. For positions currently held by other teachers with professional status, minimum qualifications also shall include at least one year of prior experience in the last 15 years teaching the relevant subject matter. A teacher being laid off as a less-than-satisfactory teacher shall not be eligible for a position held by another teacher with professional status. These qualifications are judged to be those stated in the last posting of the position.

(b) In the event it becomes necessary to reduce the number of nurses with professional status included in the bargaining unit defined in Article 1, they shall be laid off in accordance with the criteria outlined in Section 35.2. An employee whose position is eliminated shall be entitled to any position which is open or is held by a less senior nurse within his or her system whose current job description qualifications the nurse meets. A nurse being laid off as a less-than-satisfactory nurse shall not be eligible for a position held by another nurse with professional status. These qualifications are judged to be those stated in the last posting of the position.

(c) The teacher or nurse may request a transfer to an open position in the other system for which the teacher meets the current job description qualifications. Substantial but not absolute preference over an outside applicant will be given to the teacher or nurse making such a request. This shall include being one of the finalists interviewed by the Superintendent. The parties recognize that the final decision concerning appointments is vested by law with the Superintendent to whose system the teacher seeks to be appointed. In the event that a teacher is transferred to an open position in the other system, the teacher will be considered to be on an unpaid leave of absence from the former system during the first year of employment in the other system. Before April 15th of that first school year, the Superintendent will notify the teacher whether or not he or she will recommend that the teacher be reappointed in the new position. In the event that the teacher is not recommended for reappointment and does not desire to accept a reappointment, the teacher's leave of absence from the former system will be terminated

and the teacher will return to a position in the former system if such a position is available.

35.2 Teachers will, subject to the provisions of Section 35.4, be laid off in order of their seniority, except when a preponderance of evidence exists to suggest that a teacher is a less-than-satisfactory teacher. Such a less-than-satisfactory teacher may be laid off prior to other teachers without regard to his or her seniority.

35.3 A Principal who believes that a teacher is less-than-satisfactory shall request that a determination be made by a committee consisting of another Principal in that system chosen by the Superintendent, a Department Head or Regional Department Leader if applicable, the Director of Personnel, and an Assistant Superintendent. Any such determination shall be based upon the documents in the teacher's personnel file. Two files may be used: the Principal's file for an individual teacher, and the Central Office file for the individual teacher. These file folders, open to the teacher for inspection, shall consist of: the certifications, work experiences, degrees attained, subsequent courses, formal evaluations, interim reports, written observations and copies of any material having been presented in accordance with Sections 17.2 and 17.4. Each teacher shares with the administration a responsibility to keep the informational content of his or her folders up to date. Any addition to any of these files must be dated and signed. Evidence of a less-than-satisfactory performance must exist for at least two years including the year of determination. Being in category B or having been placed in category B at some prior time shall not be a precondition to being determined to be a less-than-satisfactory teacher, nor will such placement mandate such a determination.

If upon review, the committee believes it probable that the teacher will be determined to be less-than-satisfactory, the teacher will be given an opportunity to meet with the committee, along with a representative of the Association if requested, before any final determination is made. Such a determination of being a less-than-satisfactory teacher shall be accompanied by a specific statement of areas in need of improvement. Any determination shall be delivered to the teacher within 15 days of the adjournment of the committee, but no later than the 15th of May. At the succeeding March evaluation period, the committee will meet to reconsider their less-than-satisfactory recommendation in order to determine if sufficient improvement has been made to reverse their previous conclusion.

35.4. Seniority shall be defined as length of service in the Acton and/or Acton-Boxborough School system inclusive of approved leaves of absence. The computation of length of service shall commence from the teachers' first working day when students are in session. In cases where more than one teacher's length of service commences on the same school day said teachers' names shall be selected in a random drawing to establish specific placement on the seniority list. The first name chosen in any such drawing shall be credited with more seniority than any subsequent names drawn in that procedure. The second name drawn shall have the next most seniority rights, and so on, until all names have been drawn. As each new teacher is employed he or she will have his or her name placed at the bottom of a master seniority list. In case of broken service, the years of seniority shall be adjusted to add the years of prior service to the years of seniority from the current employment. There shall be one separate seniority list for nurses.

35.5 The current President, Vice President, Secretary, Treasurer, Chairpersons of the Professional Negotiations and Professional Rights and Responsibilities Committees and six bargaining team members in a year in which formal negotiations occur, shall be granted "Super Seniority" until the close of their terms of office. Super Seniority means that the above mentioned officers shall be deemed to have more seniority than all other employees in the bargaining unit.

35.6 In each system, the Superintendent may designate a limited number of teachers, no more than eight per system, to have additional seniority. No teacher with an initial hiring date earlier than September 1, 1972 may be credited with extra seniority. In the local schools, up to two specialist teachers, including curriculum specialists may be included in the eight even though they were employed as early as September 1, 1969. In the regional system (7-12) no more than two teachers in a single department or team may be given additional seniority. No more than five may be drawn from a single school at the Regional level. Teachers in similar subject areas in the junior and senior high schools are considered to be in a single department or team.

No more than two classroom teachers in each system who began employment in any relevant calendar year may be given additional seniority. A teacher given additional seniority shall receive no more than 48 additional months of seniority. After the additional seniority is given, if more than one teacher has the same seniority date, the teacher will be slotted in by a random drawing. For these purposes, it is understood that teachers hired

at the beginning of any academic year will be considered to have the same date, even if the actual day varies slightly because of the first day of school. Such a designation shall be made on the basis of the needs and best interests of each system as determined by the Superintendent. His or her initial determination shall be made and delivered to the Association on or before the 15th of November 1982, and any subsequent additions or deletions shall be made in subsequent Novembers. Such a designation or any lack of a designation or subsequent withdrawal of a prior designation shall not be subject to the grievance and arbitration clauses of this contract and no arbitrator shall have any authority to review or change such a determination.

35.7 Teachers who are to be affected by a reduction in staff must be notified in writing no later than June 15 that the Superintendent has decided that the teacher be dismissed. Said notice shall include the specific reasons for the layoff. Teachers who have been laid off shall be entitled to recall rights for a period of two (2) years from the effective date of their respective layoffs. Teachers laid off effective at the same time will be in a separate recall pool. Teachers in the most recently laid-off recall pool will be called back first, so long as they are qualified for the open position(s) within the system from which they were laid off. During the recall period, teachers shall be notified by certified mail to their last address of record. Teachers being recalled from layoff must indicate their willingness to be available for such position within two (2) weeks of the receipt of the certified letter of recall. Failure to do so shall mean the teacher has waived his or her recall rights, if the position to which the teacher is being recalled was one that would be at least one academic year in length. Laid off teachers may refuse recall positions which are shorter in length than one academic year without forfeiting their seniority rights to recall. All benefits to which a teacher was entitled at the time of layoff shall be restored in full upon re-employment within the recall period. During the recall period teachers who have been laid off shall be given preference on the substitute list if they so desire.

Laid off employees may continue group Health and Life insurance coverage during the recall period as provided by the Committees to members of the bargaining unit by reimbursing the Committees for total premium cost. Failure to forward premium payments to the Committees or refusal to return to employment upon recall will terminate this option.

While members of the bargaining unit continue on layoff, the Superintendent agrees not to hire any new teachers unless no teacher on layoff is qualified to fill any open or new

position, or all qualified teachers on layoff have declined an offer to fill the vacancy. A list specifying the seniority of each member of the bargaining unit shall be prepared by the Superintendent and forwarded to the President of the Association within thirty (30) days following the execution of this Agreement. An updated "seniority list" shall be supplied by the Superintendent annually thereafter.

ARTICLE 36 PARAPROFESSIONALS

36.1 Teachers shall be involved in the placement of paraprofessionals in their classrooms to the extent that the paraprofessional to be placed in a teacher's classroom will be consistent with the needs of the specific class in question in the judgment of the teacher involved.

36.2 Paraprofessionals shall only assume those duties in the classroom which, in the judgment of the teacher involved, are deemed to be in the best interest of the educational process.

ARTICLE 37 ADMINISTRATIVE SELECTION COMMITTEES

37.1 The Committees agree that the Association will be represented by an Association appointee on any committee, other than one composed solely of Principals and/or Central Office, established to recommend candidates for administrative positions to the Committees or the Superintendent.

37.2 Teachers will be solicited to participate in expressing their views regarding the construction or remodeling of a school. The Committees will recommend to the appropriate appointing authority that it consider appointing a member of the teaching staff to the committee which is responsible for the construction of a new school.

ARTICLE 38 TEACHER NOTIFICATION

The Committees agree to notify each teacher by the date of the first pay check each school year of the following: (1) the number of sick days they have accumulated as of the first school

day of September of that same school year, and (2) any requirement that a teacher take an in-service course that school year under the provisions of Section 21.1.

ARTICLE 39
DURATION OF CONTRACT

3 Years

WITNESS PAGE

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed and delivered by their duly authorized representatives as of the day and year first above written.

Acton Education Association

Acton-Boxborough Regional District School Committee

School Committee of the Town of Acton

Marc Lewis
President

[Signature]
Chairperson

Marie E. Altieri
Chairperson

Ris Mery

Egbert Marking

Terry Lundgren

Gryce Kelly

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

Barbara Raffa

Sally Hunt

David Cunningham

SCHEDULE A SALARIES

2005-2006 BASE ANNUAL SALARY

Years			<i>M or</i>				<i>PhD or</i>	
	<i>B</i>	<i>B+15</i>	<i>B+36*</i>	<i>M+15</i>	<i>M+30</i>	<i>M+45</i>	<i>M+60*</i>	
1	37,997	38,881	41,037	41,927	43,918	45,254	46,605	
2	39,771	40,653	42,761	43,702	45,708	47,043	48,394	
3	41,527	42,413	44,597	45,456	47,498	48,838	50,176	
4	43,401	44,292	46,491	47,387	49,396	50,744	52,077	
5	45,731	46,623	48,859	49,764	51,803	53,158	54,510	
6	47,994	48,894	51,152	52,054	54,102	55,465	56,828	
7	50,857	51,750	54,068	54,984	57,064	58,433	59,798	
8	53,204	54,095	56,428	57,338	59,427	60,801	62,172	
9	55,521	56,409	58,767	59,674	61,792	63,149	64,521	
10	57,872	58,760	61,127	62,027	64,119	65,477	66,837	
<i>Supermax 1</i>	910	930	960	975	1,005	1,025	1,070	
<i>Supermax 2</i>	772	1,171	1,211	1,231	1,270	1,297	1,357	
<i>Supermax 3</i>	971	976	994	1,012	1,028	1,040	1,053	

* 2/3 in major subject

2006-2007 BASE ANNUAL SALARY

Years			<i>M or</i>				<i>PhD or</i>	
	<i>B</i>	<i>B+15</i>	<i>B+36*</i>	<i>M+15</i>	<i>M+30</i>	<i>M+45</i>	<i>M+60*</i>	
1	39,042	39,950	42,166	43,080	45,126	46,498	47,887	
2	40,865	41,771	43,937	44,904	46,965	48,337	49,725	
3	42,669	43,579	45,823	46,706	48,804	50,181	51,556	
4	44,595	45,510	47,770	48,690	50,754	52,139	53,509	
5	46,989	47,905	50,203	51,133	53,228	54,620	56,009	
6	49,314	50,239	52,559	53,485	55,590	56,990	58,391	
7	52,256	53,173	55,555	56,496	58,633	60,040	61,442	
8	54,667	55,583	57,980	58,915	61,061	62,473	63,882	
9	57,048	57,960	60,383	61,315	63,491	64,886	66,295	
10	59,463	60,376	62,808	63,733	65,882	67,278	68,675	
<i>Supermax 1</i>	910	930	960	975	1,005	1,025	1,070	
<i>Supermax 2</i>	772	1,171	1,211	1,231	1,270	1,297	1,357	
<i>Supermax 3</i>	971	976	994	1,012	1,028	1,040	1,053	

* 2/3 in major subject

**2007-2008 (1ST 91 DAYS)
BASE ANNUAL SALARY**

Years	B	<i>M or</i>					<i>PhD or</i>
		B+15	B+36*	M+15	M+30	M+45	M+60*
1	39,920	40,849	43,115	44,049	46,141	47,544	48,964
2	41,784	42,711	44,926	45,914	48,022	49,425	50,844
3	43,629	44,560	46,854	47,757	49,902	51,310	52,716
4	45,598	46,534	48,845	49,786	51,896	53,312	54,713
5	48,046	48,983	51,333	52,283	54,426	55,849	57,269
6	50,424	51,369	53,742	54,688	56,841	58,272	59,705
7	53,432	54,369	56,805	57,767	59,952	61,391	62,824
8	55,897	56,834	59,285	60,241	62,435	63,879	65,319
9	58,332	59,264	61,742	62,695	64,920	66,346	67,787
10	60,801	61,734	64,221	65,167	67,364	68,792	70,220
Supermax 1	910	930	960	975	1,005	1,025	1,070
Supermax 2	772	1,171	1,211	1,231	1,270	1,297	1,357
Supermax 3	971	976	994	1,012	1,028	1,040	1,053

* 2/3 in major subject

**2007-2008 (2ND 91 DAYS)
BASE ANNUAL SALARY**

Years	B	<i>M or</i>					<i>PhD or</i>
		B+15	B+36*	M+15	M+30	M+45	M+60*
1	40,319	41,257	43,546	44,489	46,602	48,019	49,454
2	42,202	43,138	45,375	46,373	48,502	49,919	51,352
3	44,065	45,006	47,323	48,235	50,401	51,823	53,243
4	46,054	46,999	49,333	50,284	52,415	53,845	55,260
5	48,526	49,473	51,846	52,806	54,970	56,407	57,842
6	50,928	51,883	54,279	55,235	57,409	58,855	60,302
7	53,966	54,913	57,373	58,345	60,552	62,005	63,452
8	56,456	57,402	59,878	60,843	63,059	64,518	65,972
9	58,915	59,857	62,359	63,322	65,569	67,009	68,465
10	61,409	62,351	64,863	65,819	68,038	69,480	70,922
Supermax 1	910	930	960	975	1,005	1,025	1,070
Supermax 2	772	1,171	1,211	1,231	1,270	1,297	1,357
Supermax 3	971	976	994	1,012	1,028	1,040	1,053

* 2/3 in major subject

**2007-2008 (AVERAGE)
BASE ANNUAL SALARY**

<i>Years</i>	<i>M or</i>			<i>PhD or</i>			
	<i>B</i>	<i>B+15</i>	<i>B+36*</i>	<i>M+15</i>	<i>M+30</i>	<i>M+45</i>	<i>M+60*</i>
1	40,120	41,053	43,331	44,269	46,372	47,782	49,209
2	41,993	42,925	45,151	46,144	48,262	49,672	51,098
3	43,847	44,783	47,089	47,996	50,152	51,567	52,980
4	45,826	46,767	49,089	50,035	52,156	53,579	54,987
5	48,286	49,228	51,590	52,545	54,698	56,128	57,556
6	50,676	51,626	54,011	54,962	57,125	58,564	60,004
7	53,699	54,641	57,089	58,056	60,252	61,698	63,138
8	56,177	57,118	59,582	60,542	62,747	64,199	65,646
9	58,624	59,561	62,051	63,009	65,245	66,678	68,126
10	61,105	62,043	64,542	65,493	67,701	69,136	70,571
<i>Supermax 1</i>	910	930	960	975	1,005	1,025	1,070
<i>Supermax 2</i>	772	1,171	1,211	1,231	1,270	1,297	1,357
<i>Supermax 3</i>	971	976	994	1,012	1,028	1,040	1,053

* 2/3 in major subject

**2005-2006 (NURSES)
BASE ANNUAL SALARY**

Years	RN	RN+				
		RN+15	RN+75	RN+B	B+15	RN+M
1	29,933	30,407	30,839	31,009	31,327	31,862
2	31,242	31,698	32,130	32,318	32,786	33,158
3	32,542	32,940	32,940	33,626	34,092	34,466
4	34,490	34,972	35,418	35,594	36,078	36,451
5	35,817	36,288	36,729	36,920	37,399	37,782
6	37,420	37,891	38,336	38,524	39,002	39,386
7	39,065	39,558	40,022	40,220	40,717	41,117
8	40,785	41,300	41,783	41,988	42,510	42,927
9	42,579	43,115	43,621	43,836	44,378	44,816
10	44,452	45,013	45,540	45,765	46,332	46,786
<i>Supermax</i>	511	514	521	522	527	531
<i>additional</i>	200	200	200	200	200	200

**2006-2007 (NURSES)
BASE ANNUAL SALARY**

Years	RN	RN+				
		RN+15	RN+75	RN+B	B+15	RN+M
1	30,756	31,243	31,687	31,862	32,188	32,738
2	32,101	32,570	33,014	33,207	33,688	34,070
3	33,437	33,846	33,846	34,551	35,030	35,414
4	35,438	35,934	36,392	36,573	37,070	37,453
5	36,802	37,286	37,739	37,935	38,427	38,821
6	38,449	38,933	39,390	39,583	40,075	40,469
7	40,139	40,646	41,123	41,326	41,837	42,248
8	41,907	42,436	42,932	43,143	43,679	44,107
9	43,750	44,301	44,821	45,041	45,598	46,048
10	45,674	46,251	46,792	47,024	47,606	48,073
<i>Supermax</i>	511	514	521	522	527	531
<i>additional</i>	200	200	200	200	200	200

**2007-2008 (1ST 91 DAYS, NURSES)
BASE ANNUAL SALARY**

Years	RN+					
	RN	RN+15	RN+75	RN+B	B+15	RN+M
1	31,448	31,946	32,400	32,579	32,912	33,475
2	32,823	33,303	33,757	33,954	34,446	34,837
3	34,189	34,608	34,608	35,328	35,818	36,211
4	36,235	36,743	37,211	37,396	37,904	38,296
5	37,630	38,125	38,588	38,789	39,292	39,694
6	39,314	39,809	40,276	40,474	40,977	41,380
7	41,042	41,561	42,048	42,256	42,778	43,199
8	42,850	43,391	43,898	44,114	44,662	45,099
9	44,734	45,298	45,829	46,054	46,624	47,084
10	46,702	47,292	47,845	48,082	48,677	49,155
<i>Supermax</i>	511	514	521	522	527	531
<i>additional</i>	200	200	200	200	200	200

**2007-2008 (2ND 91 DAYS, NURSES)
BASE ANNUAL SALARY**

Years	RN+					
	RN	RN+15	RN+75	RN+B	B+15	RN+M
1	31,762	32,265	32,724	32,905	33,241	33,810
2	33,151	33,636	34,095	34,294	34,790	35,185
3	34,531	34,954	34,954	35,681	36,176	36,573
4	36,597	37,110	37,583	37,770	38,283	38,679
5	38,006	38,506	38,974	39,177	39,685	40,091
6	39,707	40,207	40,679	40,879	41,387	41,794
7	41,452	41,977	42,468	42,679	43,206	43,631
8	43,279	43,825	44,337	44,555	45,109	45,550
9	45,181	45,751	46,287	46,515	47,090	47,555
10	47,169	47,765	48,323	48,563	49,164	49,647
<i>Supermax</i>	511	514	521	522	527	531
<i>additional</i>	200	200	200	200	200	200

**2007-2008 (AVERAGE, NURSES)
BASE ANNUAL SALARY**

<i>Years</i>	<i>RN</i>	<i>RN+</i>				
		<i>RN+15</i>	<i>RN+75</i>	<i>RN+B</i>	<i>B+15</i>	<i>RN+M</i>
1	31,605	32,106	32,562	32,742	33,077	33,643
2	32,987	33,470	33,926	34,124	34,618	35,011
3	34,360	34,781	34,781	35,505	35,997	36,392
4	36,416	36,927	37,397	37,583	38,094	38,488
5	37,818	38,316	38,781	38,983	39,489	39,893
6	39,511	40,008	40,478	40,677	41,182	41,587
7	41,247	41,769	42,258	42,468	42,992	43,415
8	43,065	43,608	44,118	44,335	44,886	45,325
9	44,958	45,525	46,058	46,285	46,857	47,320
10	46,936	47,529	48,084	48,323	48,921	49,401
<i>Supermax</i>	511	514	521	522	527	531
<i>additional</i>	200	200	200	200	200	200

SCHEDULE B SALARIES

2005-2006 SENIOR HIGH SCHOOL ATHLETIC SCHEDULE

<i>POSITION</i>		<i>STEP 4</i>	<i>STEP 3</i>	<i>STEP 2</i>	<i>STEP 1</i>
BASEBALL	Head	4711	4146	3648	3210
	Assistant	2732	2405	2116	1862
BASKETBALL	Head	6281	5527	4864	4280
	Assistant	3643	3206	2821	2482
CHEERLEADING	Head	2355	2072	1823	1604
	Assistant	1366	1202	1057	930
FIELD HOCKEY	Head	4711	4146	3648	3210
	Assistant	2732	2405	2116	1862
FOOTBALL	Head	7851	6909	6080	5350
	Assistant	4554	4007	3526	3103
GOLF	Head	3533	3109	2736	2408
	Assistant	2049	1803	1587	1397
GYMNASTICS	Head	4711	4146	3648	3210
	Assistant	2732	2405	2116	1862
HOCKEY	Head	6673	5872	5167	4547
	Assistant	3870	3406	2997	2637
LACROSSE	Head	6673	5872	5167	4547
	Assistant	3870	3406	2997	2637
SKIING	Head	3533	3109	2736	2408
	Assistant	2049	1803	1587	1397
SOCCER	Head	5888	5181	4559	4012
	Assistant	3415	3005	2644	2327
SOFTBALL	Head	4711	4146	3648	3210
	Assistant	2732	2405	2116	1862
SPRING TRACK	Head	5103	4491	3952	3478
	Assistant	2960	2605	2292	2017
SWIMMING	Head	4318	3800	3344	2943
	Assistant	2504	2204	1940	1707
TENNIS	Head	3533	3109	2736	2408
	Assistant	2049	1803	1587	1397
VOLLEYBALL	Head	4711	4146	3648	3210
	Assistant	2732	2405	2116	1862
WINTER TRACK	Head	5888	5181	4559	4012
	Assistant	3415	3005	2644	2327
WRESTLING	Head	4711	4146	3648	3210
	Assistant	2732	2405	2116	1862
X-COUNTRY TRACK	Head	3533	3109	2736	2408
	Assistant	2049	1803	1587	1397

**2006-2007
SENIOR HIGH SCHOOL
ATHLETIC SCHEDULE**

<i>POSITION</i>		<i>STEP 4</i>	<i>STEP 3</i>	<i>STEP 2</i>	<i>STEP 1</i>
BASEBALL	Head	4840	4259	3748	3298
	Assistant	2807	2470	2174	1913
BASKETBALL	Head	6454	5680	4998	4398
	Assistant	3743	3294	2899	2551
CHEERLEADING	Head	2420	2130	1874	1649
	Assistant	1404	1235	1087	956
FIELD HOCKEY	Head	4840	4259	3748	3298
	Assistant	2807	2470	2174	1913
FOOTBALL	Head	8067	7099	6247	5497
	Assistant	4679	4117	3623	3188
GOLF	Head	3630	3194	2811	2474
	Assistant	2105	1853	1630	1435
GYMNASTICS	Head	4840	4259	3748	3298
	Assistant	2807	2470	2174	1913
HOCKEY	Head	6857	6034	5310	4673
	Assistant	3977	3500	3080	2710
LACROSSE	Head	6857	6034	5310	4673
	Assistant	3977	3500	3080	2710
SKIING	Head	3630	3194	2811	2474
	Assistant	2105	1853	1630	1435
SOCCER	Head	6050	5324	4685	4123
	Assistant	3509	3088	2717	2391
SOFTBALL	Head	4840	4259	3748	3298
	Assistant	2807	2470	2174	1913
SPRING TRACK	Head	5244	4615	4061	3574
	Assistant	3042	2677	2355	2073
SWIMMING	Head	4437	3905	3436	3024
	Assistant	2573	2265	1993	1754
TENNIS	Head	3630	3194	2811	2474
	Assistant	2105	1853	1630	1435
VOLLEYBALL	Head	4840	4259	3748	3298
	Assistant	2807	2470	2174	1913
WINTER TRACK	Head	6050	5324	4685	4123
	Assistant	3509	3088	2717	2391
WRESTLING	Head	4840	4259	3748	3298
	Assistant	2807	2470	2174	1913
X-COUNTRY TRACK	Head	3630	3194	2811	2474
	Assistant	2105	1853	1630	1435

**2007-2008
SENIOR HIGH SCHOOL
ATHLETIC SCHEDULE**

<i>POSITION</i>		<i>STEP 4</i>	<i>STEP 3</i>	<i>STEP 2</i>	<i>STEP 1</i>
BASEBALL	Head	4974	4377	3852	3390
	Assistant	2885	2539	2234	1966
BASKETBALL	Head	6632	5836	5136	4520
	Assistant	3847	3385	2979	2622
CHEERLEADING	Head	2487	2189	1926	1695
	Assistant	1442	1270	1117	983
FIELD HOCKEY	Head	4974	4377	3852	3390
	Assistant	2885	2539	2234	1966
FOOTBALL	Head	8290	7295	6420	5650
	Assistant	4808	4231	3724	3277
GOLF	Head	3731	3283	2889	2542
	Assistant	2164	1904	1676	1474
GYMNASTICS	Head	4974	4377	3852	3390
	Assistant	2885	2539	2234	1966
HOCKEY	Head	7047	6201	5457	4802
	Assistant	4087	3597	3165	2785
LACROSSE	Head	7047	6201	5457	4802
	Assistant	4087	3597	3165	2785
SKIING	Head	3731	3283	2889	2542
	Assistant	2164	1904	1676	1474
SOCCER	Head	6218	5472	4815	4237
	Assistant	3606	3174	2793	2457
SOFTBALL	Head	4974	4377	3852	3390
	Assistant	2885	2539	2234	1966
SPRING TRACK	Head	5389	4742	4173	3672
	Assistant	3126	2750	2420	2130
SWIMMING	Head	4560	4013	3531	3107
	Assistant	2645	2328	2048	1802
TENNIS	Head	3731	3283	2889	2542
	Assistant	2164	1904	1676	1474
VOLLEYBALL	Head	4974	4377	3852	3390
	Assistant	2885	2539	2234	1966
WINTER TRACK	Head	6218	5472	4815	4237
	Assistant	3606	3174	2793	2457
WRESTLING	Head	4974	4377	3852	3390
	Assistant	2885	2539	2234	1966
X-COUNTRY TRACK	Head	3731	3283	2889	2542
	Assistant	2164	1904	1676	1474

2005-2006
SENIOR HIGH SCHOOL
NON-ATHLETIC SCHEDULE

<i>POSITION</i>	<i>STEP 4</i>	<i>STEP 3</i>	<i>STEP 2</i>	<i>STEP 1</i>
ABCO	1623	1428	1257	1106
Academic Decathlon (1/3)	1785	1571	1382	1216
AFS	1623	1428	1257	1106
Amnesty International	1623	1428	1257	1106
Anime Crew	1623	1428	1257	1106
Art Club	1623	1428	1257	1106
Asha	1623	1428	1257	1106
AV Media Director	5410	4761	4190	3687
Band Director	5410	4761	4190	3687
Best Buddies	1623	1428	1257	1106
CLASS ADVISOR				
Senior	2705			
Junior	1298			
Sophomore	1082			
Freshman	866			
Common Ground	1623	1428	1257	1106
Creative Writing Group	1623	1428	1257	1106
Drama Activities	11902			
Elementary Band	1082	952	838	737
Elementary Chorus	1082	952	838	737
Encore	1623	1428	1257	1106
Envirothon	2705	2380	2094	1843
Future Business Leaders	1623	1428	1257	1106
Jazz Band	2164	1904	1676	1475
Idiosyncrasy	1082	952	838	737
Literary Magazine	1082	952	838	737
Math League	2705	2380	2094	1843
MESA	1623	1428	1257	1106
National Honor Society	1623	1428	1257	1106
Newspaper	4328	3809	3352	2950
Outdoor Club	1623	1428	1257	1106
Peer Leadership	1623	1428	1257	1106
Radio Station	5410	4761	4190	3687
Recycling Group	1623	1428	1257	1106
SADD	1623	1428	1257	1106
Science Olympiad	2705	2380	2094	1843
Secondary Orchestra	2164	1904	1676	1475
Speech & Debate	2705	2380	2094	1843
Student Council	3246	2856	2513	2211
Student Government Internship Program	2164	1904	1676	1475
Teen Activity Group (TAG)	1623	1428	1257	1106
Work Study Coordinator	6059			
Yearbook	6492	5713	5027	4424

2006-2007
SENIOR HIGH SCHOOL
NON-ATHLETIC SCHEDULE

<i>POSITION</i>	<i>STEP 4</i>	<i>STEP 3</i>	<i>STEP 2</i>	<i>STEP 1</i>
ABCO	1668	1468	1292	1137
Academic Decathlon (1/3)	1834	1614	1420	1250
AFS	1668	1468	1292	1137
Amnesty International	1668	1468	1292	1137
Anime Crew	1668	1468	1292	1137
Art Club	1668	1468	1292	1137
Asha	1668	1468	1292	1137
AV Media Director	5559	4892	4305	3788
Band Director	5559	4892	4305	3788
Best Buddies	1668	1468	1292	1137
CLASS ADVISOR				
Senior	2780			
Junior	1334			
Sophomore	1112			
Freshman	889			
Common Ground	1668	1468	1292	1137
Creative Writing Group	1668	1468	1292	1137
Drama Activities	12230			
Elementary Band	1112	979	862	759
Elementary Chorus	1112	979	862	759
Encore	1668	1468	1292	1137
Envirothon	2780	2446	2152	1894
Future Business Leaders	1668	1468	1292	1137
Jazz Band	2224	1957	1722	1515
Idiosyncrasy	1112	979	862	759
Literary Magazine	1112	979	862	759
Math League	2780	2446	2152	1894
MESA	1668	1468	1292	1137
National Honor Society	1668	1468	1292	1137
Newspaper	4447	3913	3443	3030
Outdoor Club	1668	1468	1292	1137
Peer Leadership	1668	1468	1292	1137
Radio Station	5559	4892	4305	3788
Recycling Group	1668	1468	1292	1137
SADD	1668	1468	1292	1137
Science Olympiad	2780	2446	2152	1894
Secondary Orchestra	2224	1957	1722	1515
Speech & Debate	2780	2446	2152	1894
Student Council	3335	2935	2583	2273
Student Government Internship Program	2224	1957	1722	1515
Teen Activity Group (TAG)	1668	1468	1292	1137
Work Study Coordinator	6226			
Yearbook	6671	5870	5166	4546

2007-2008
SENIOR HIGH SCHOOL
NON-ATHLETIC SCHEDULE

<i>POSITION</i>		<i>STEP 4</i>	<i>STEP 3</i>	<i>STEP 2</i>	<i>STEP 1</i>
ABCO		1714	1508	1327	1168
Academic Decathlon (1/3)		1885	1659	1460	1285
AFS		1714	1508	1327	1168
Amnesty International		1714	1508	1327	1168
Anime Crew		1714	1508	1327	1168
Art Club		1714	1508	1327	1168
Asha		1714	1508	1327	1168
AV Media Director		5712	5027	4424	3893
Band Director		5712	5027	4424	3893
Best Buddies		1714	1508	1327	1168
CLASS ADVISOR	Senior	2856			
	Junior	1371			
	Sophomore	1142			
	Freshman	914			
Common Ground		1714	1508	1327	1168
Creative Writing Group		1714	1508	1327	1168
Drama Activities		12566			
Elementary Band		1142	1005	884	778
Elementary Chorus		1142	1005	884	778
Encore		1714	1508	1327	1168
Envirothon		2856	2513	2211	1946
Future Business Leaders		1714	1508	1327	1168
Jazz Band		2285	2011	1770	1558
Idiosyncrasy		1142	1005	884	778
Literary Magazine		1142	1005	884	778
Math League		2856	2513	2211	1946
MESA		1714	1508	1327	1168
National Honor Society		1714	1508	1327	1168
Newspaper		4570	4022	3539	3114
Outdoor Club		1714	1508	1327	1168
Peer Leadership		1714	1508	1327	1168
Radio Station		5712	5027	4424	3893
Recycling Group		1714	1508	1327	1168
SADD		1714	1508	1327	1168
Science Olympiad		2856	2513	2211	1946
Secondary Orchestra		2285	2011	1770	1558
Speech & Debate		2856	2513	2211	1946
Student Council		3427	3016	2654	2336
Student Government Internship Program		2285	2011	1770	1558
Teen Activity Group (TAG)		1714	1508	1327	1168
Work Study Coordinator		6397			
Yearbook		6854	6032	5308	4671

**2005-2006
JUNIOR HIGH SCHOOL**

ATHLETIC SCHEDULE

<i>POSITION</i>		<i>STEP 4</i>	<i>STEP 3</i>	<i>STEP 2</i>	<i>STEP 1</i>
BASEBALL	Head	3533	3109	2736	2408
	Assistant	2049	1803	1587	1397
BASKETBALL	Head	3533	3109	2736	2408
	Assistant	2049	1803	1587	1397
CROSS COUNTRY	Head	3533	3109	2736	2408
	Assistant	2049	1803	1587	1397
FIELD HOCKEY	Head	3533	3109	2736	2408
	Assistant	2049	1803	1587	1397
SOCCER	Head	3533	3109	2736	2408
	Assistant	2049	1803	1587	1397
SOFTBALL	Head	3533	3109	2736	2408
	Assistant	2049	1803	1587	1397

NON-ATHLETIC SCHEDULE

ADVISORS	7682				
AB Blueprint	2705	2380	2094	1843	
Adopt-A-Grandparent	1948	1714	1508	1327	
Art Club	757	666	586	516	
A.V. Media / Auditorium Director	1948	1714	1508	1327	
Board Games Club	757	666	586	516	
Jazz Band	1569	1381	1215	1069	
MathCounts	1190	1047	921	810	
School Store	487	429	378	333	
Science Olympiad	1948	1714	1508	1327	
Speech & Debate	757	666	586	516	
Student Council	2921	2570	2262	1991	
Yearbook	3895	3428	3017	2655	

SYSTEM WIDE

<i>POSITION</i>	<i>STEP 4</i>	<i>STEP 3</i>	<i>STEP 2</i>	<i>STEP 1</i>
Mentor Teacher Coordinator	3246			
Staff Professional Development Coordinator	3246			

**2006-2007
JUNIOR HIGH SCHOOL**

ATHLETIC SCHEDULE

<i>POSITION</i>		<i>STEP 4</i>	<i>STEP 3</i>	<i>STEP 2</i>	<i>STEP 1</i>
BASEBALL	Head	3630	3194	2811	2474
	Assistant	2105	1853	1630	1435
BASKETBALL	Head	3630	3194	2811	2474
	Assistant	2105	1853	1630	1435
CROSS COUNTRY	Head	3630	3194	2811	2474
	Assistant	2105	1853	1630	1435
FIELD HOCKEY	Head	3630	3194	2811	2474
	Assistant	2105	1853	1630	1435
SOCCER	Head	3630	3194	2811	2474
	Assistant	2105	1853	1630	1435
SOFTBALL	Head	3630	3194	2811	2474
	Assistant	2105	1853	1630	1435

NON-ATHLETIC SCHEDULE

ADVISORS	7894				
AB Blueprint	2780	2446	2152	1894	
Adopt-A-Grandparent	2001	1761	1550	1364	
Art Club	778	685	603	531	
A.V. Media/ Auditorium Director	2001	1761	1550	1364	
Board Games Club	778	685	603	531	
Jazz Band	1612	1419	1249	1099	
MathCounts	1223	1076	947	833	
School Store	500	440	387	341	
Science Olympiad	2001	1761	1550	1364	
Speech & Debate	778	685	603	531	
Student Council	3002	2642	2325	2046	
Yearbook	4002	3522	3099	2727	

SYSTEM WIDE

<i>POSITION</i>	<i>STEP 4</i>	<i>STEP 3</i>	<i>STEP 2</i>	<i>STEP 1</i>
Mentor Teacher Coordinator	3335			
Staff Professional Development Coordinator	3335			

**2007-2008
JUNIOR HIGH SCHOOL**

ATHLETIC SCHEDULE

<i>POSITION</i>		<i>STEP 4</i>	<i>STEP 3</i>	<i>STEP 2</i>	<i>STEP 1</i>
BASEBALL	Head	3731	3283	2889	2542
	Assistant	2164	1904	1676	1474
BASKETBALL	Head	3731	3283	2889	2542
	Assistant	2164	1904	1676	1474
CROSS COUNTRY	Head	3731	3283	2889	2542
	Assistant	2164	1904	1676	1474
FIELD HOCKEY	Head	3731	3283	2889	2542
	Assistant	2164	1904	1676	1474
SOCCER	Head	3731	3283	2889	2542
	Assistant	2164	1904	1676	1474
SOFTBALL	Head	3731	3283	2889	2542
	Assistant	2164	1904	1676	1474

NON-ATHLETIC SCHEDULE

ADVISORS	8111			
AB Blueprint	2856	2513	2211	1946
Adopt-A-Grandparent	2056	1809	1592	1401
Art Club	800	704	620	546
A.V. Media/ Auditorium Director	2056	1809	1592	1401
Board Games Club	800	704	620	546
Jazz Band	1656	1457	1282	1128
MathCounts	1257	1106	973	856
School Store	514	452	398	350
Science Olympiad	2056	1809	1592	1401
Speech & Debate	800	704	620	546
Student Council	3084	2714	2388	2101
Yearbook	4113	3619	3185	2803

SYSTEM WIDE

<i>POSITION</i>	<i>STEP 4</i>	<i>STEP 3</i>	<i>STEP 2</i>	<i>STEP 1</i>
Mentor Teacher Coordinator	3427			
Staff Professional Development Coordinator	3427			

SCHEDULE B PERCENTAGES

HIGH SCHOOL

<i>SPORT</i>	<i>%</i>	<i>ACTIVITY</i>	<i>%</i>
Baseball	60	ABCO	30
Basketball	80	Academic Decathlon (1 / 3)	33
Cheerleading	30	AFS	30
Field Hockey	60	Amnesty International	30
Football	100	Anime Crew	30
Golf	45	Art Club	30
Gymnastics	60	Asha	30
Hockey	85	AV Media Director	100
Lacrosse	85	Band Director	100
Skiing	45	Best Buddies	30
Soccer	75	Class Advisors	
Softball	60	Senior	50
Spring Track	65	Junior	24
Swimming	55	Sophomore	20
Tennis	45	Freshman	16
Volleyball	60	Common Ground	30
Winter Track	75	Creative Writing Group	30
Wrestling	60	Drama Activities	220
X-Country Track	45	Fall Play	
		Musical	
		Student Plays	
		State Plays	
		Elementary Band	20
		Elementary Chorus	20
		Encore	30
		Envirothon	50
		Future Business Leaders	30
		Jazz Band	40
		Idiosyncrasy	20
		Literary Magazine	20
		Math League	50
		MESA	30
		National Honor Society	30
		Newspaper	80
		Outdoor Club	30
		Peer Leadership	30
		Radio Station	100
		Recycling Group	30
		SADD	30
		Science Olympiad	50
		Secondary Orchestra	40
		Speech & Debate	50
		Student Council	60
		Student Government Internship Program	40
		Teen Activity Group (TAG)	30
		Work Study Coordinator	112
		Yearbook	120

JUNIOR HIGH SCHOOL

<i>SPORT</i>	<i>%</i>	<i>ACTIVITY</i>	<i>%</i>
Baseball	45	ADVISORS	142
Basketball	45	AB Blueprint	50
Cross Country	45	Adopt-A-Grandparent	36
Field Hockey	45	Art Club	14
Soccer	45	A.V. Media/ Auditorium Director	36
Softball	45	Board Games Club	14
		Jazz Band	29
		MathCounts	22
		School Store	9
		Science Olympiad	36
		Speech & Debate	14
		Student Council	54
		Yearbook	72

SYSTEM WIDE

<i>SPORT</i>	<i>%</i>	<i>ACTIVITY</i>	<i>%</i>
		Mentor Teacher Coordinator	60
		Staff Professional Development Coordinator	60

Notes Concerning Schedule B Salaries

1. The Athletic and Non-Athletic Salary Schedules are independent of each other.
2. For all Athletic Salary Schedules, the Senior High Football Coach’s salary is the Base Salary.
3. For all Non-Athletic Salary Schedules, the Senior High Band Director’s salary is the Base Salary.
4. The salary for each coach/ advisor is determined as a percentage of the Base Salary for each Schedule, as listed in “Schedule B – Extra Curricular Percentages.”
5. The step differentials for all the Schedule B salaries are determined as follows:
 - Step 3 is 12% less than Step 4.
 - Step 2 is 12% less than Step 3.
 - Step 1 is 12% less than Step 2.
6. In the Athletic Schedules, Assistant, JV and Freshman coaches’ salaries are 58% of the Head Coach’s salary for each sport.
7. In the Junior High Non-Athletic Schedules, the term “Advisors” refers to the sum of money available for all other Junior High advisors not specifically listed in Schedule B.

**APPENDIX A
LETTER OF APPOINTMENT
&
SALARY PAYMENT SHEET**

To: *Name*
 Title
 School

We are pleased to inform you that you have been appointed /
reappointed to serve in the Acton Public Schools for the 2005-2006
school year.

Your employment will be subject to and governed by the terms
of the collective bargaining agreement in effect between the
School Committee of the Town of Acton and the Acton Education
Association (the "Agreement"), the policies and procedures of the
Acton Public Schools and all applicable local, state and federal laws.

In accepting this appointment, you agree that, should you wish to
resign from your position before the end of the school year, you
will give the school at least 30 days advance written notice of your
intention to do so (60 days advance written notice if your resignation
is to be effective in September). The school may terminate your
employment only in accordance with the Agreement and applicable
laws. If your employment is terminated for any reason before June
30, your salary for the period of employment will be the amount
of the salary stated below, on an annualized basis, divided by the
number of days in the school year and multiplied by the number of
days taught by you during the school year.

You may be required to travel between school buildings for the
performance of your duties.

Your step placement and salary will be as follows:

FTE	Step	Base Pay	Supermax	Total Pay
<i>FTE</i>	<i>Step</i>	<i>Base Pay</i>	<i>Supermax</i>	<i>Total Pay</i>

Superintendent

**APPENDIX B
CONTRACT FOR EXTRA DUTIES**

The Acton-Boxborough Regional School District and/or Acton Public Schools Committee(s) agree(s) to employ _____ in the capacity of _____ during the _____ school year.

This agreement shall be subject to School Committee policy and the Agreement between the Committees and the Acton Education Association. The compensation for this position will be \$_____.

The contract may be terminated at any time by mutual consent of the employee and the School Committee, otherwise this contract may be terminated upon written notice to the other at least thirty (30) days, except that if the termination is to become effective in September, written notice of at least sixty (60) days shall be required. If this contract is terminated before the Teacher has completed his or her duties, the Teacher will be compensated only for duties completed.

The undersigned is to be paid: _____ bi-weekly during the extra duty period; or: _____ in a lump sum at the conclusion of the extra duty.

Superintendent

Date

Staff Member

Date

**APPENDIX C
EVALUATION PROCEDURE
&
PERFORMANCE STANDARDS**

- A. Professional Status Teachers For Whom There Are No Serious Concerns – Category A:**
1. Professional Status Teachers For Whom There Are No Serious Concerns may be evaluated through the following process at least every two years, or more often at the request of either the supervisor(s) or supervisee.
 2. The evaluation process is constructed upon the following seven performance standards: 1) currency in the curriculum; 2) effective planning and assessment of curriculum and instruction; 3) effective management of classroom environment; 4) effective instruction; 5) promotion of high standards and expectations for student achievement; 6) fulfillment of professional responsibilities; and 7) promotion of equity and appreciation of diversity.
 3. A planning meeting between the immediate supervisor(s) and supervisee, who will be taking part in the evaluation process, will be held before the end of school in June. At said meeting, the supervisee will discuss all of the above performance standards and any possible concerns. The supervisee will then propose methods which address the performance standards, and any possible concerns. The results of this discussion will be the basis of the evaluation plan. Teachers for whom there are no serious concerns can plan the course of their own evaluations. Teachers may include, but are not limited to, any of the activities below as evidence of their progress toward the performance standards. The selection of any of the following activities is at the discretion of the supervisee. The supervisee may also suggest other activities for consideration.
 - mutually-agreed upon objectives;
 - portfolios (teacher and/or student work samples);
 - peer observation and/or collaboration
 - mentor relationships;
 - study group participation;
 - readings and discussion;
 - courses, workshops, seminars, conferences;
 - self-reflection logs or journals;

- shared goals with colleagues (within and across schools);
- parent feedback/ student feedback where appropriate;
- artifacts
 - recently-created curriculum materials
 - photo essays
 - videos
 - trade book selections for programs
 - samples of student work
 - committee work.

The supervisor(s) will react to the supervisee's proposals and can suggest other evaluation tools or modifications to the supervisee's proposals.

4. The evaluation plan (see #3 above) may be reviewed for possible modifications before the end of September should either the supervisor(s) or supervisee so request. The evaluation plan, the support that will be given in attaining the evaluation plan, and a clear statement of how attainment will be measured, will be discussed by the supervisor(s) and supervisee and will be put in writing by the supervisor(s), signed by both supervisor(s) and supervisee, and a copy given to the supervisee.
5. Classroom observation is a requirement. Formal observations, that is, those to be written up, must last the equivalent of a class period (at the junior and senior high this means a class period; at the elementary level this means 40–60 minutes). One formal observation is required, and a written observation report will be shared with the teacher within five (5) school days. Observations will be conducted openly with full knowledge of the teacher. Pre- and post-conferences are optional, but may be requested by either party.
6. A review meeting will be held no later than May 15 to go over progress and develop a statement in writing of the extent to which the agreed-to evaluation plan was achieved, including comments about performance standards. Reports may include, but are not limited to, formal observations. This meeting can also serve as a preliminary discussion that will lead to the development of professional development objectives for the next evaluation.
7. The final evaluation report which must be completed no later than June 1 will review performance, indicating areas that have been achieved and any areas of concern that will be addressed during the next evaluation.

8. Improvement Plan Development Stage

- a. A supervisor(s) is expected to document any serious concerns that may move the supervisee from Category A to Category B. These serious concerns must be based upon either a minimum of three (3) formal observations as described in #5 above or upon other properly documented concerns, in accordance with Article 17. If serious concerns arise during an evaluation year, such serious concerns will be developed by the supervisor into an Improvement Plan to be implemented as soon as possible, but no later than June 15. The supervisee may react to supervisor's concerns and plan and may suggest modifications to the plan. The supervisee may have an AEA representative at any of these meetings. Under this circumstance, the supervisor may have another supervisor present at the meeting. The Improvement Plan, the support that will be given in attaining the Improvement Plan, and a clear statement of how attainment will be measured, will be put in writing, signed, and a copy given to the supervisee. The supervisors and supervisee will meet formally on a regular basis during the following school year, at least once every thirty (30) school days, to review the progress on the Improvement Plan.
- b. If by February 1 of the following school year, measurable improvement has not been attained as described in the Improvement Plan, the supervisee may be moved to Category B from Category A. A second opinion by another mutually selected supervisor/administrator can be initiated by either party prior to placement in Category B. If mutual agreement is not reached, then no second opinion will be sought. A teacher may be placed in Category B after having followed the process described in Section 8.a.
- c. If serious concerns develop during a non-evaluation year, they will be properly documented in accordance with Article 17 and shared with the teacher. If the concerns continue into January, the supervisor will develop an Improvement Plan in accordance with Section 8.a above, no later than February 1. The Improvement Plan will be reviewed in June for possible modification as the supervisor and supervisee prepare for the next year's evaluation. The resulting plan developed in June may remain in effect until February 1 of the following year when a decision concerning Category B placement will be made in accordance with Section 8.b.

- d. If the Improvement Plan is successfully completed prior to February 1 of the following school year, the teacher will remain a Professional Status Teacher For Whom There Are No Serious Concerns (Category A) with no Improvement Plan.
- e. Prior to placement in an Improvement Plan for classroom concerns, three (3) formal classroom observations are required during that academic year. Prior to placement in an Improvement Plan for non-classroom concerns, two (2) formal classroom observations and proper documentation in accordance with Article 17 are required.

B. Professional Status Teachers For Whom There Are Serious Concerns - Category B

1. Once a teacher is placed in Category B, the supervisor will provide the teacher with reasonable written objectives within five (5) school days. The objectives, the support that will be given in attaining the objectives, and a clear statement of how attainment will be measured will be put in writing. The teacher will sign these objectives in order to acknowledge receipt and return them to the supervisor within five (5) school days. Within ten (10) school days of returning the signed objectives, the teacher and the supervisor will discuss these objectives, and the objectives may be reworded and /or clarified during this period. Objectives are written to be specifically tied to those previously documented concerns. The teacher is still responsible for maintaining competence in all other performance standards. Timelines must be included when issuing specific objectives.
 - a. It is expected that teachers in this category will be observed more frequently. Three observations, at minimum, will occur in each of these time periods:

Time Period I: March, April, May, June of the year that the teacher was placed in Category B.

Time Period II: September, October, November, December; and

Time Period III: January, February, March, April of the school year following placement in Category B.

- b. Within five (5) school days of an observation, the supervisor's written report will be delivered to the supervisee.
 - c. Conferences shall be held within five (5) school days of the receipt of each written report.
 - d. The supervisor(s) is expected to document significant actions or evidence that verify his/her concern(s) or reduce such concern(s). The supervisee can provide documentation that indicates that the supervisor's suggestions for improvements are being implemented. Upon receipt, these documents have to be signed and dated by both the supervisor(s) and supervisee. A signature does not imply agreement, but only recognition of the fact that the supervisee or supervisor has read the document. Reactions from either the supervisee or supervisor should also be put in writing, signed and dated by both the supervisor(s) and supervisee.
 - e. The year-end report is to be written by June 1, after the supervisee's placement in Category B.
2. The final evaluation is to be written by June 1 after the supervisee's placement in Category B for sixteen (16) months (February 1 placement). The final report for teachers in this category will either provide documented evidence that there is sufficient reason for dismissal, or that particular actions have been carried out by the supervisee that reduce the degree of concern and/or indicate sufficient improvement. June 1 is the decision point to:
 - a. Remove from Category B (the supervisor is not precluded from returning a teacher to Category B in subsequent years if there are again serious concerns about his/her performance) or
 - b. Initiate dismissal proceedings.
3. The supervisor is not precluded from returning a Professional Status Teacher For Whom There Are Serious Concerns (Category B) to Professional Status Teacher For Whom There Are No Serious Concerns (Category A) at any time.

C. Non-Professional Status Teachers

1. Non-Professional Status Teachers are evaluated through the following process every year. With teachers in this category, it is expected that there will be more extensive discussion of the expectations and goals of the school district, of the school, and of the supervisor(s).
2. The evaluation process is constructed upon the following seven performance standards: 1) currency in the curriculum; 2) effective planning and assessment of curriculum; 3) effective management of classroom environment; 4) effective instruction; 5) promotion of high standards and expectations for student achievement; 6) fulfillment of professional responsibilities; and 7) promotion of equity and appreciation of diversity.
3. A planning meeting between the immediate supervisor(s) and supervisee will be held before the end of school in June. At said meeting, the supervisee will discuss any possible concerns and will propose methods which address all of the above performance standards and relate to the supervisee's professional improvement. Teachers may include, but are not limited to, any of the activities below as evidence of their progress toward the performance standards:
 - mutually-agreed-upon objectives;
 - portfolios (teacher and/or student work samples);
 - peer observation and/or collaboration;
 - mentor relationships;
 - study group participation;
 - readings and discussion;
 - courses, workshops, seminars, conferences;
 - self-reflection logs or journals;
 - shared goals with colleagues (within and across schools);
 - parent feedback/ student feedback where appropriate;
 - artifacts
 - recently-created curriculum materials
 - photo essays
 - videos
 - trade book selections for programs
 - samples of student work
 - committee work.

The supervisor(s) will react to the supervisee's proposals and can suggest other evaluation tools or modifications to the

supervisee's proposals. The supervisor may require that the evaluation plan address specific performance standards.

4. The evaluation plan (see #3 above) may be reviewed for possible modifications before the end of September should either the supervisor(s) or supervisee so request. The evaluation plan, the support that will be given in attaining the evaluation plan, and a clear statement of how attainment will be measured, will be discussed by the supervisor(s) and supervisee and will be put in writing by the supervisor(s), signed by both supervisor(s) and supervisee, and a copy given to the supervisee.
5. It is expected that teachers in this category will be observed in class more frequently, with an emphasis on suggested improvements where appropriate. Therefore, classroom observation is a requirement. Formal observations, that is, those to be written up, must last the equivalent of a class period (at the junior and senior high this means a class period; at the elementary level this means 40–60 minutes). Three formal observations are required (October/November, February/March, April/May), and a written observation report will be shared with the teacher within five (5) school days. Pre- and post-conferences will occur at the request of either party.
6. There will be a mid-year evaluation progress meeting held in January.
7. A review meeting will be held in May to go over the progress toward professional improvement and develop a statement in writing of the extent to which the agreed- to evaluation plan was achieved, including comments about performance standards. Reports may include, but are not limited to, formal observations. This meeting can also serve as a preliminary discussion that will lead to the development of an evaluation plan for the following year.
8. The final evaluation report which must be completed no later than June 1 will review performance, indicating areas that have been achieved and any areas of concern that will be addressed during the following evaluation.

D. Non-Professional Status First Year Teachers in the System:

Same procedure as described in Category C above, modified and supplemented as follows:

1. A meeting will be held between the immediate supervisor(s) and supervisee as soon as possible in which extensive discussion of expectations and goals of the School District, school and supervisor(s) and procedures to be followed are discussed. Further, specific evaluation procedures and system supports will be discussed.
2. An evaluation plan will be drawn up by the supervisor. Within 60 school days of the establishment of the evaluation plan, the supervisor(s) and supervisee may meet to discuss and possibly modify the evaluation plan. Copies of all such documents will be signed by both the supervisor(s) and supervisee and copies given to both.

APPENDIX D
EVALUATION PROCEDURE
&
PERFORMANCE STANDARDS
(NURSES)

A. Nurses With More Than Three Years of Service for Whom There are No Serious Concerns - Category A:

1. Nurses with at least three years of service for whom there are no serious concerns will be evaluated through the following process at least once every three years, or more often at the request of either the supervisor(s) or supervisee.
2. The evaluation process is constructed upon the following six performance standards: 1) Currency in school health; 2) Effective Planning and Assessment of Student Health Status; 3) Effective Practice/Instruction; 4) Effective Health Room Management; 5) Promotion of Equity and Appreciation of Diversity; 6) Fulfillment of Professional Responsibilities.
3. A planning meeting between the immediate supervisor(s) and supervisee, who will be taking part in the evaluation process, will be held before the end of school in June. At said meeting, the supervisee will discuss all of the above performance standards and any possible concerns. The supervisee will then propose objectives which address the performance standards and any possible concerns. The supervisor will react to the supervisee's concerns and suggested objectives and may suggest additional objectives or modifications to the supervisee's suggested objectives. The results of this discussion will be the basis of the evaluation plan. The evaluation plan, the support that will be given in attaining the evaluation plan, and a clear statement of how attainment will be measured, will be discussed by the supervisor(s) and supervisee and put in writing by the supervisor(s), signed by both supervisor(s) and supervisee, and a copy given to the supervisee.
4. The evaluation plan (see #3 above) may be reviewed for possible modifications before the end of September should either the supervisor(s) or supervisee so request.
5. Observation and supervision are a requirement. One formal observation is required and observation will be conducted openly with full knowledge of the nurse.

6. A review meeting will be held no later than May 15 to go over progress and develop a statement in writing of the extent to which the agreed-to evaluation plan was achieved, including comments about performance standards. Reports may include, but are not limited to, formal observations. This meeting can also serve as a preliminary discussion that will lead to the development of the next evaluation plan.
7. The final evaluation report which must be completed no later than June 1 will review performance, indicating areas that have been achieved and any areas of concern that will be addressed during the next evaluation year.
8. Improvement Plan Development Stage
 - a. A supervisor(s) is expected to document any serious concerns that may move the supervisee from Category A to an Improvement Plan. Such serious concerns must be properly documented. If serious concerns arise during the evaluation year, such serious concerns will be developed by the supervisor into an Improvement Plan, to be implemented as soon as possible but no later than June 15th. The supervisee may react to the supervisor's concerns and Improvement Plan and may suggest modifications to the plan. The supervisee may have an AEA representative at any of these meetings. Under this circumstance the supervisor may have another supervisor present at the meeting. The Improvement Plan, the support that will be given in attaining the Improvement Plan, and a clear statement of how attainment will be measured, will be put in writing, signed, and a copy given to the supervisee. The supervisor(s) and supervisee will meet formally on a regular basis during the following school year, at least once every thirty (30) school days to review the progress on the Improvement Plan.
 - b. If by February 1 of the following school year, measurable improvement has not been attained as described in the Improvement Plan, the supervisor will be expected to document significant activities or evidence which verify continued concerns. The supervisee can provide documentation that indicates that the supervisor's suggestions for improvements are being implemented.

- c. If the Improvement Plan is successfully completed prior to February 1 of the following school year, the Nurse will remain a Nurse for Whom There are No Serious Concerns (Category A) with no Improvement Plan.
- d. The final evaluation is to be written by June 1 after the supervisee's placement in an Improvement Plan. The final report for Nurses in this category will either provide documented evidence that there is sufficient reason for dismissal, or that particular actions have been carried out by the supervisee that reduce the degree of concern and/or indicate sufficient improvement has been made. June 1 is the decision point to:
 - 1. Replace in Category A (the supervisor is not precluded from returning a Nurse to an Improvement Plan if there are again serious concerns about his/her performance) or to continue an Improvement Plan for one more year.
 - 2. Initiate dismissal proceedings.
- e. At anytime, the supervisor is not precluded from returning a Nurse with more than three years of service in an Improvement Plan to Nurse With More Than Three Years Of Service For Whom There Are No Serious Concerns (Category A).
- f. If serious concerns develop during a non-evaluation year, they will be properly documented and shared with the Nurse. If the concerns continue into January, the supervisor will develop an Improvement Plan in accordance with Section 8.a above, no later than February 1. The Improvement Plan will be reviewed in June for possible continuation or modification, or the supervisor and supervisee will prepare for the next year's evaluation. The resulting plan developed in June may remain in effect until February 1 of the following year when a decision will be made in accordance with Section 8.b.
- g. If the Improvement Plan is successfully completed prior to February 1 of the following school year, the Nurse will remain Nurse With More Than Three Years Of Service For Whom There Are No Serious Concerns (Category A) with no Improvement Plan.

B. Nurses With Less Than Three Years of Service

1. Nurses with less than three years of service are evaluated through the following process every year. With nurses in this category, it is expected that there will be more extensive discussion of the expectations and goals of the school district, of the school, and of the supervisor(s).
2. The evaluation process is constructed upon the following six performance standards: 1) Currency in School Health; 2) Effective Planning and Assessment of Student Health Status; 3) Effective Practice/Instruction; 4) Effective Health Room Management; 5) Promotion of Equity and Appreciation of Diversity; 6) Fulfillment of Professional Responsibilities.
3. A planning meeting between the immediate supervisor(s) and supervisee will be held before the end of school in June. At said meeting, the supervisee will discuss any possible concerns and will propose methods which address all of the above performance standards and relate to the supervisee's professional improvement. The supervisor(s) will react to the supervisee's proposals and can suggest other evaluation tools or modifications to the supervisee's proposal. The supervisor may require that the evaluation plan address specific performance standards. The evaluation plan, the support that will be given in attaining the evaluation plan, and a clear statement of how attainment will be measured, will be discussed by the supervisor(s) and supervisee and put in writing by the supervisor(s), signed by both supervisor(s) and supervisee, and a copy given to the supervisee.
4. The evaluation plan (see #3 above) may be reviewed for possible modifications before the end of September should either the supervisor(s) or supervisee so request.
5. It is expected that nurses in this category will be observed and supervised more frequently. Observation and supervision is a requirement. Observations will be conducted openly to full knowledge of the nurse.
6. There will be a mid-year evaluation progress meeting held in January.
7. A review meeting will be held in May to go over the progress toward professional improvement and develop a statement in

writing of the extent to which the agreed- to evaluation plan was achieved, including comments about performance standards. Reports may include, but are not limited to, formal observations. This meeting can also serve as a preliminary discussion that will lead to the development of an evaluation plan for the following year.

8. The final evaluation which must be completed no later than June 1 will review performance, indicating areas that have been achieved and any areas of concern that will be addressed during the following evaluation year.

C. First Year Nurses in the System:

Same procedure as described in Section B above, modified and supplemented as follows:

1. A meeting will be held between the immediate supervisor(s) and supervisee as soon as possible. An extensive discussion of expectations, goals, and procedures of the School District, the individual school and the supervisor(s) will take place. Further, specific evaluation procedures and system supports will be discussed.
2. An evaluation plan will be drawn up by the supervisor. Within 60 school days of the establishment of the evaluation plan, the supervisor(s) and supervisee may meet to discuss and possibly modify the evaluation plan. Copies of all such documents will be signed by both the supervisor(s) and copies given to both.

**LETTER OF AGREEMENT REGARDING
REGIONAL DEPARTMENT LEADERS
&
BUILDING DEPARTMENT LEADERS**

This letter of Agreement is to be attached to the 2005-2008 Contract between the Acton-Boxborough Regional School Committee, the Town of Acton School Committee and the Acton Education Association.

1. Article 1 Recognition and Representation:

2. Salary: **Regional Department Leader**

Base Salary:	2005-06	\$4,443
	2006-07	\$4,565
	2007-08	\$4,692

Additional Salary: \$100 for each department member supervised in both buildings.

Salary: **Building Department Leader**

Base Salary:	2005-06	\$2,049
	2006-07	\$2,105
	2007-08	\$2,163

Additional Salary: \$100 for each department member supervised in the building in which they work.

3. If the State government of Massachusetts prohibits individuals who evaluate staff members from belonging to a union, then the Regional Department Leader (RDL) will be granted a leave of absence from Unit A which is not to exceed three years. Said leave will have the conditions of Sections 8.13, 8.14 and 8.15.

4. These positions will begin in September 2005. The salary for said positions will be added to the leader’s appropriate Unit A salary schedule (Schedule A).

Acton Education Association	Acton-Boxborough Regional School Committee
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<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> President	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Chairperson
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**LETTER OF AGREEMENT REGARDING
VACATION SCHEDULE**

For the duration of this Agreement, schools will not be in session for one week in February, which contains President’s Day, nor one week in April, which contains Patriot’s Day, except for emergencies due to building schedules.

Acton Education Association

Acton-Boxborough
Regional School Committee

President

Chairperson

LETTER OF AGREEMENT REGARDING JUNIOR HIGH DUTIES

Acton Public Schools
Acton-Boxborough Regional Schools
Acton, Massachusetts

Side Letter of Agreement

The School Committee will commit at least \$10,000 in 1998-1999 for the purpose of implementing the concept of a duty-free junior high school. These sums are specifically for the purpose of implementing the concept of a duty-free day by reduction of supervisory duties by teachers as determined by the Administration. The Administration will first attempt to provide increased supervisory support and/or elective offerings during elective block. Incremental implementation will continue over the life of the successor agreement(s) starting in the year 1999-2000. The goal of the School Committee would be full implementation by June 30, 2002.

This side letter will not be subject to grievance and arbitration during the period of the successor agreement. The AEA also recognizes that the positions created by this agreement will be reduced before any certified staff will be RIFed. In this event, teachers will resume duty coverage as needed.

<u>Mary Jane Merrill</u> Mary Jane Merrill AEA President	<u>9/14/98</u> Date	<u>Cheryl Levine</u> Cheryl Levine AB School Committee Chairperson	<u>9/14/98</u> Date
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<u>Carla Brockmeier</u> Carla Brockmeier AEA Representative	<u>9/14/98</u> Date
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**ADDENDUM TO THE AGREEMENT
SCHEDULE D**

For the duration of this agreement, a teacher who agrees to teach an additional section beyond the full time load of five (5) sections shall receive salary compensation in accordance with Schedule "D" below for a full year course. In the event that this assignment occurs during the school year, the teacher will receive a prorated salary adjustment in accordance with the schedule. Such pay shall be included as part of a teacher's base salary and will be computed as the equivalent of 20% of Master's Column, Step 3.

SCHEDULE D

	2005-06	2006-07	2007-08
Academic Subjects <i>(Math, English, History, Science, World Language, Reading)</i>	\$8920	\$9165	\$9468
Specialists <i>(Special Education, Speech/ Language Counselor, OT, PT, Business, ESL, Psychologist, Academic Support, Early Childhood)</i>	\$8920	\$9165	\$9468
Elective/Exploratories <i>(Art, Music, Physical Education, Industrial Arts, Speech/Debate, Technology)</i>	\$8920	\$9165	\$9468

**ADDENDUM TO THE AGREEMENT
SCHEDULE E – ALTERNATIVE PROGRAM STIPENDS**

For the duration of this agreement, a teacher who agrees to teach an alternative program course beyond the full time load of five (5) sections shall receive salary compensation in accordance with Schedule “E” below for a full year course. In the event that this assignment occurs during the school year, the teacher will receive a prorated salary adjustment in accordance with the schedule. Such pay shall be included as part of a teacher’s base salary and will be computed as the equivalent of 12% of Master’s Column, Step 3.

Other alternative program service positions shall be paid according to the percent of an alternative academic subject teachers pay as described above in the table below:

ALTERNATIVE PROGRAM PERCENTAGES

<i>Position</i>	<i>Percent</i>
Academic Subject Teacher	100
Psychologist/ Counselor	100
Program Coordinator	80
Vocational Coordinator	80
Program Specialist	75
Transition Program Coordinator	60

SCHEDULE E

	2005-06	2006-07	2007-08
Academic Subject Teacher	\$5,352	\$5,499	\$5,651
Psychologist/ Counselor	\$5,352	\$5,499	\$5,651
Program Coordinator	\$4,282	\$4,399	\$4,521
Vocational Coordinator	\$4,282	\$4,399	\$4,521
Program Specialist	\$4,014	\$4,124	\$4,238
Transition Program Coordinator	\$3,211	\$3,299	\$3,391

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