

**MEMORANDUM OF AGREEMENT  
BETWEEN  
ACTON-BOXBOROUGH REGIONAL SCHOOL COMMITTEE  
and  
ACTON-BOXBOROUGH EDUCATION ASSOCIATION  
(2017-2020)**

WHEREAS, the Collective Bargaining Agreement between the Acton-Boxborough Regional School Committee (the “School Committee”) and the Acton-Boxborough Education Association (the “Association”), is scheduled to expire on June 30, 2017, and

WHEREAS, the School Committee and the Association have negotiated a successor Agreement;

NOW, THEREFORE, the School Committee and the Association agree that the New Agreement shall consist of the provisions of the Former Agreement, modified as follows:

**1. Article 8.9.1 MMLA Leave**

Update from Massachusetts Maternity Leave Act to new Massachusetts Parental Leave Act. Language attached to this document in Appendix A.

**2. Article 9 Teaching Hours and Teaching Load**

**Article 9.2 Calendar:**

The work year of teachers shall be one hundred and eighty-three (183) days or three (3) days longer than the minimum school year required by the State Board of Education, whichever is greater. The school year for teachers shall begin not earlier than August 25<sup>th</sup>. ~~the first Tuesday after Labor Day and terminate no later than June 30, except when Labor Day falls on September 3 through September 7, when school may begin on the last Monday in August.~~ In the event that school begins prior to Labor Day, schools will be closed on the Friday preceding Labor Day. ~~Teachers will not be scheduled to report more than two calendar days before the scheduled arrival of students.~~ School 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.

**Article 9.3 Student Dismissal**

Teachers may leave school at student dismissal time **once students have been dismissed from their classrooms** unless detained by such commitments as staff meetings, detention, **bus duty**, or extra help.

#### **Article 9.4 English Teachers**

Academic subject area Junior and Senior High teachers will not be assigned to more than five (5) single teaching periods per day unless agreed upon with the teacher. High school English teachers will not be assigned to more than four (4) single teaching periods plus one duty per day unless agreed upon with the teacher.

#### **Remove Article 9.6 English Teachers**

As soon as feasible, the workload of all secondary teachers of English shall be reduced to four (4) teaching periods per day....

#### **Article 9.11 Assessments**

Change “tests” to “assessments.”

In grades 7-12 the equivalent of four (4) tests assessments per marking period will be given.

#### **Article 9.16 Staff Meetings and Night Meetings**

Junior High and High School teachers may be required to remain after the end of the regular work day without additional compensation, to attend the following staff meetings:

- a) 75 minutes one day of each month or ten days per school year – Building Level Staff Meetings.
- b) One hour 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.

Elementary teachers may be required to attend the following staff meetings before school or after school once all the buses leave, without additional compensation, for up to one hour:

- 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

#### **Add Article 9.20**

All teachers shall be required to attend back to school night. Elementary teachers will also be required to attend Kindergarten night. Junior High teachers will attend one evening conference as well as two afternoon conference days scheduled on early release days. The Junior High conference night will end by 9:00 pm. Junior High teachers will be given release time for evening conferences in the form of an early release or late start day before or after evening conferences.

**Add Article 9.21**

During one of the professional days scheduled before the first day of school, elementary teachers will be given two hours to work in classrooms, and Junior High and High School teachers will be given two hours for a team or department meeting.

**3. Article 17 Teacher Evaluations**

**Article 17.6** Add second sentence to comply with legal changes.

No teacher with professional teacher status shall be reprimanded, reduced in rank or compensation or otherwise disciplined without good cause. **If the discipline of a teacher rises to the level of suspension or termination, no teacher with professional teacher status shall be suspended or terminated without just cause.** Teachers without professional teacher status may be dismissed without notice within 90 calendar days, and they may not be reappointed at the end of each school year without cause consistent with MGL Ch. 71.

Remove articles 17.7 and 17.8 and replace with new article 17.7

~~17.7 The parties agree that the outcome of the 2013 negotiations as the basis for the Regional School Committee and the Acton-Boxborough Education agreement regarding the procedure, philosophy and instrument by which teachers shall be evaluated.~~

~~17.8 Evaluation Procedure (See Appendix C)~~

New Article 17.7:

**The parties agree that Appendix C shall represent the procedure, philosophy, and instrument by which teachers shall be evaluated. Appendix C shall be periodically reviewed through a joint teacher-administrator committee. Changes may be made outside of formal negotiations, but only with the agreement and signature of the ABEA and the Superintendent.**

**4. Article 33 Duration**

33.1 This Agreement shall become effective as of July 1, ~~2014-2017~~, and shall remain in effect ~~to and including~~ **through** June 30, ~~2017~~ **2020**.

**5. Article 35 Reduction in staff**

Update language to comply with new state law related to use of seniority in reduction in force for teachers. Language attached to this document in Appendix B.

**6. Schedule A and Schedule B Cost of Living Increase**

FY '18 1.5%

FY '19 1.25% Day 1  
2.25% Day 90

FY '20 1% Day 1  
1.5% Day 90

**7. Schedule B**

The School Committee agrees to add \$20,000 to the FY '18 budget to fund additional schedule B activities. The student activity budget will be increased each year by the percentage increase negotiated for schedule B activities. The administration will work with the ABEA to review stipend amounts and to determine which clubs and activities are funded, and any that may be removed. Clubs will not be funded in the first year.

New Schedule B stipends will be added for the following:

Elementary Clubs Category 10

Elementary Overnight Stipends (Nature's Classroom, Merrowvista, Cape Cod) \$100 per night  
Professional Learning Preparation Stipend\* \$100 \*For teachers who lead a class or workshop requiring significant preparation as part of a one time or ongoing professional learning opportunity not otherwise compensated as part of the district's professional learning program.

**8. Side Letters**

Incorporate Active Side Letters

Delete side letter establishing 2013-2014 working committees.

**9. Housekeeping**

The ABEA and administration will review the contract and agree to housekeeping changes and language improvements that do not otherwise affect the benefits outlined in the contract.

**Housekeeping Article 4.6 Grievance Level 2**

Remove Level Two b), c) and d) and replace with:

- 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 the meeting.

THIS AGREEMENT is subject to ratification by the Acton-Boxborough Regional District School Committee and by the Acton-Boxborough Education Association.

THIS AGREEMENT has been duly executed by the authorized representatives of the Acton-Boxborough Regional District School Committee and by the Acton-Boxborough Education Association.

ACTON-BOXBOROUGH REGIONAL  
DISTRICT SCHOOL COMMITTEE

ACTON-BOXBOROUGH  
EDUCATION ASSOCIATION

\_\_\_\_\_  
Mary Brolin, ABRSC Chair

\_\_\_\_\_  
Karen Sonner, President

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Maria Neyland, Negotiations Subcommittee

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Michael Balulescu, Negotiations Co-Chair

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Paul Murphy, ABRSC Negotiations Subcommittee

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David McClung, Negotiations Co-Chair

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Amy Krishnamurthy, ABRSC Negotiations Subcommittee

***RATIFIED BY:***

ACTON-BOXBOROUGH REGIONAL  
DISTRICT SCHOOL COMMITTEE  
Negotiating Team

\_\_\_\_\_  
Mary Brolin, ABRSC Chair

\_\_\_\_\_  
Maria Neyland, Negotiations Subcommittee

\_\_\_\_\_  
Paul Murphy, ABRSC Negotiations Subcommittee

\_\_\_\_\_  
Amy Krishnamurthy, ABRSC Negotiations Subcommittee

Date: \_\_\_\_\_

***RATIFIED BY:***

ACTON-BOXBOROUGH  
EDUCATION ASSOCIATION  
Negotiating Team

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Karen Sonner, President

\_\_\_\_\_  
Michael Balulescu, Negotiations Co-Chair

\_\_\_\_\_  
David McClung, Negotiations Co-Chair

Date: \_\_\_\_\_

## **MOA Appendix A Parental Leave Language Article 8.9.1 Updates to comply with Legal Changes from MMLA to Parental Leave**

### **Article 8.9.1 Previously MMLA Leave**

Delete current 8.9.1 MMLA Leave and replace with:

### **Article 8.9.1 Parental Leave**

Employees who have worked for the district for at least three months may take up to eight weeks of leave for the purpose of giving birth or for the placement through adoption of a child under the age of 18, or under the age of 23 if the child is physically or mentally disabled pursuant to the terms and conditions of the Massachusetts Parental Leave Act, under the terms and conditions of Chapter 149 Section 105D of the Massachusetts General Laws. Accumulated sick days may be used subject to the following limits:

- A. The birth parent may use accumulated sick days up to eight calendar weeks from the day that the baby is born. If the employee does not have enough sick days, unpaid days may be used.
- B. The non-birth parent may take a total of up to ten school days using a combination of sick and personal days. Two additional personal days will be granted for this purpose to be used as part of the ten days.
- C. An adoptive parent may use accumulated sick days for up to eight weeks from the day the child is placed in the home of the adoptive parent.
- D. An employee who runs out of accumulated sick days will move into unpaid status.
- E. If the employee qualifies for the Family Medical Leave Act (FMLA), a birth, adoptive, or non-birth parent may extend the leave outlined above as unpaid leave for up to twelve (12) school weeks (which would include the period of leave under the Parental Leave Act). If an employee takes leave under this Section in circumstances where FMLA leave could also be taken, the two leaves shall run concurrently, rather than one after the other. If the employee qualifies for health insurance, the health insurance shall be maintained at the employee rate during the twelve week leave.
- F. Employees in unpaid leaves of absence that continue beyond approved FMLA leaves may continue group insurance coverage as provided by the Committee to members of the bargaining unit by paying the full premium cost.

## **MOA Appendix B Reduction in Force Language Article 35**

### **Updates to comply with legal changes**

- 35.1 In the event it becomes necessary to reduce the number of teachers with professional status included in the bargaining unit as defined in Article 1, teachers without professional status shall be dismissed before teachers with professional status. During any reduction in staff, teachers with professional status shall be dismissed in accordance with the criteria outlined in Sections 35.2 and 35.3.
- 35.2 During a reduction in staff that impacts teachers with professional status, seniority may only be considered a tiebreaker for dismissal after job performance has been considered. A teacher's job performance shall be defined by the teacher's overall summative evaluation ratings, with proficient being considered equal to exemplary. Up to five (5) years of the most recent summative evaluation ratings will be used to consider a teacher's job performance, excluding the most recent summative evaluation ongoing during the year of the reduction in staff.
- 35.3 A teacher with professional status whose position is eliminated is entitled to positions outside his or her current department, professional role, or building, provided that he or she is qualified for the position in question, and provided that the position in question is currently held by a teacher without professional status, or currently held by a less senior teacher of equal or lesser rated job performance as defined in Section 35.2. A teacher's minimum qualifications for a position shall be defined as appropriate licensure and at least one year of prior experience in the last 15 years teaching the relevant subject matter or working in the same professional role.
- 35.4 Seniority shall be defined as length of service in the Acton, Boxborough, or Acton-Boxborough school district(s) inclusive of approved leaves of absence. Seniority shall be documented in a master list maintained by the Association and the Committee. The computation of length of service shall commence from a teacher's 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 the 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 once the teacher has attained professional status after his or her return. There shall be one separate seniority list for nurses.



35.5

- a) 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 reduction in staff. Teachers who have been dismissed during a reduction in staff shall be entitled to recall rights for a period of two (2) years from the effective date of their respective dismissals. Teachers dismissed effective at the same time will be in a separate recall pool. Teachers in the most recently dismissed recall pool will be called back first, so long as they are qualified for the open position(s) from which they were dismissed. During the recall period, teachers shall be notified by certified mail to their last address of record. Teachers being recalled from a reduction in staff 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. Teachers part of a reduction in staff 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 the reduction in staff shall be restored in full upon re-employment within the recall period. During the recall period teachers who have been part of a reduction in staff shall be given preference on the substitute list if they so desire.
- b) Employees part of a reduction in staff may continue group health and life insurance coverage during the recall period as provided by the district to members of the bargaining unit by reimbursing the district for total premium costs. Failure to forward premium payments to the district or refusal to return to employment upon recall will terminate this option.
- c) After a reduction in staff, the Superintendent agrees not to hire any new teachers unless no teacher part of said reduction is qualified to fill any open or new position, or all qualified teachers part of said reduction 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.