

MEMORANDUM OF AGREEMENT
ABINGTON SCHOOL COMMITTEE
AND
ABINGTON EDUCATION ASSOCIATION, TEACHERS' UNIT

This **MEMORANDUM OF AGREEMENT** is entered into by and between the Abington School Committee (hereinafter, the “Committee”) and the Abington Education Association, Teachers’ Unit A (hereinafter, the “Association”).

WHEREAS, the Committee and the Association entered into a collective bargaining agreement (hereinafter, the “CBA”) for the period September 1, 2015 through and including August 31, 2018; and

WHEREAS, the duly-authorized representatives of the Committee and the duly authorized representatives of the Association have met, pursuant to Massachusetts General Laws, Chapter 150E, to negotiate a successor agreement; and

WHEREAS, said representatives of the Committee and the Association have, subject to ratification by the membership of the Committee and the Association, agreed to a successor agreements for the period of September 1, 2018, through and including August 31, 2021;

NOW, THEREFORE, in consideration of mutual promises and covenants, the parties hereto agree as follows:

1. The CBA in effect for the period September 1, 2015 through and including August 31, 2018 shall be in full force and effect for the period September 1, 2018 through and including August 31, 2021, except as modified by this **MEMORANDUM OF AGREEMENT**. All changes are to become effective September 1, 2018, unless otherwise noted.

2. ARTICLE XI – WORK DAY/WORK YEAR/TEACHER LOAD

- a) Section 1 – Paragraph 3 – amend to read as follows:

In addition to the teaching days as described above, teachers will be required to work an additional three (3) days, one day of which will be prior to the first teaching day, one following the final day of teaching (not to exceed three and a half (3 1/2) hours), and one day (not to exceed seven (7) hours) to be scheduled during the school year without students as a professional development day. ***On***

the first work day for teachers and on the full professional development day, at least one (1) hour of the seven (7) shall be set aside for teacher preparation. Said professional development day shall not be scheduled on a day preceding a holiday or when schools are not in session for Christmas, Winter, Spring and Summer recesses. New teachers will also be required to attend a day of orientation which will be scheduled prior to the first work day for all other teachers. The work year for veteran teachers (those who have worked more than ninety (90) days as a bargaining unit member in the Abington School Department) will begin no earlier than the Monday immediately preceding Labor Day.

- b) Section 1 – Paragraph 3 – The parties agree to Pilot the following for the 2018 - 2019 school year only:

In addition to the teaching days as described above, teachers will be required to work an additional three (3) days, two days of which will be prior to the first teaching day, a half-day without students as a professional development day in November (not to exceed three and a half (3 1/2) hours). New teachers will also be required to attend a day of orientation which will be scheduled prior to the first work day for all other teachers. The work year for veteran teachers (those who have worked more than ninety (90) days as a bargaining unit member in the Abington School Department) will begin no earlier than the Monday immediately preceding Labor Day.

During the Pilot, the two days scheduled prior to the first teaching day, the teachers will have a ninety (90) minute uninterrupted preparation period.

The Committee and the Association shall meet after November 6, 2018 to review the implementation of the Pilot to that date.

At the discretion of the School Committee, this Pilot may be extended for a second or third year.

The School Committee shall notify the Association no later than the March 15th of the school year prior it is exercising its discretion not to extend the Pilot for a second or third year. The Association may request to meet with the School Committee to review this decision.

- c) Section 8. - Teaching Load

a. Secondary:

- (1) Junior and Senior High School teachers will not be assigned more than six (6) periods per day, based on a seven-period day and not

more than an average of five (5) subject teaching periods, except that teachers of Special Subjects (Home Economics, Industrial Arts, Music, Art, Physical Education, etc.) may be assigned to teach a sixth period in lieu of a supervisory period. ***If a Secondary Special Subject teacher is assigned to teach a sixth period, he/she will receive an additional \$1,500 per year which will be prorated.***

- d) Section 8 – Part c, Subsection 1 – Effective September 1, 2018, add two (2) dollars to the coverage/substitute rate per period or per half-block such that the new amounts will be \$26 and \$45.20.

3. ARTICLE XIII - SALARIES AND OTHER COMPENSATION

- a) ~~Section 1. Step Increments.~~ The Committee reserves the right to grant increments for satisfactory performance or to deny increments for unsatisfactory performance to personnel. ***Renumber following sections.***

- b) Section 2. A teacher will be granted ~~an~~ a ***Lane (bracket)*** increment by the Committee by fulfilling one of the following requirements:

- c) Section 7 Retirement Notification Incentive – Effective September 1, 2018, add \$150 such that the new amount shall be \$1,050.

- d) Section 8. Longevity Payment: Increase the payments as follows:

Effective Sept 1, 2019

15th year	\$ 400 600
20th year	\$ 1,250 1,450
27th year	\$ 2,700

Effective Sept 1, 2020

15th year	\$ 700
20th year	\$ 1,550
27th year	\$ 2,700

- e) Section 10 – Professional Development Workshop Preparation Add one (1) dollar per year to the Professional Development hourly rate such that the new amounts are as follows: \$26 in Year 1, \$27 in Year 2, and \$28 in Year 3.

4. ARTICLE XIV - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- b. Tuition Reimbursement - The Committee will allocate a sum of no more than ~~twenty~~ **thirty-five** thousand (\$35,000) in the ~~each~~ **first and second** years of this Agreement for the purpose of reimbursing teachers for tuition costs related to graduate level, courses related to a teacher's assignment or an assignment which the teacher intends to pursue. The courses must be approved in advance by the Superintendent and from any accredited institution. Teachers shall be reimbursed up to \$1,200 per year ~~on a first come~~ **the cost of a Bridgewater State University three-credit course set for Fiscal Year 2019 increased by five percent (5%)**, on a first-come, first-served basis.

~~Effective September 1, 2016, the amount allocated with increase to twenty-five thousand (\$25,000) and effective September 1, 2017, the amount allocated with increase to thirty thousand (\$30,000)~~

Effective September 1, 2020, the amount allocated will increase to forty thousand dollars.

5. ARTICLE XVIII – POSITIONS IN SUMMER SCHOOL

The District shall notify all bargaining unit members of openings for Summer School via the District's email.

6. ARTICLE XX, EMPLOYMENT-RELATED ASSAULT PROVISIONS

Move the last sentence (noted below) by moving it to Article XI, Section 1, Work Year:

Section 1. All persons covered by this Agreement will immediately report in writing to their principal all cases of assault, including oral or written assaults suffered by them in connection with their employment. Provided that the employee agrees, a copy of this report will be forwarded to the President of the Association. ***On the first work day for teachers and on the full professional development day, at least one (1) hour of the seven (7) shall be set aside for teacher preparation.***

7. ARTICLE XXII - SICK LEAVE - PERSONAL BUSINESS DAYS

- a) Section 3 – Part b – Add: ***“Approval shall not be unreasonably withheld.”***

- b) Section 5 - A teacher who has completed twenty (20) or more years of service in the Abington School System and who retires under the Massachusetts Retirement Act or resigns from the Abington School System, will receive one-half (.5) pay at the rate of compensation he/she was receiving at the time of retirement or resignation in accordance with the following schedule: *2018 - 2019 - up to 75 in excess of 50; 2019 - 2020 up to a maximum of 80 days in excess of 50; 2020-2021 up to a maximum of 85 days in excess of 50.*
- c) Add a new section that states: An employee may use up to ten (10) days of accumulated sick leave for the purpose of illness in the immediate family and/or for any other purpose provided under the provisions of the Family and Medical Leave Act (FMLA).
- d) Section 7 – Sick Leave Bank - amend the following subsections as follows:

C. Membership

A Teacher eligible to join the Sick Leave Bank must apply for membership on a form provided by the Sick Leave Bank Committee within 30 work days after his/her first day of employment. When making said application to the Bank, a teacher must contribute one (1) sick day. If the Bank falls below fifty (50) days, each teacher must contribute one (1) additional sick day in order to continue membership in the Bank.

A Teacher may access the Sick Leave Bank days, after one (1) year of enrollment in the Sick Leave Bank.

By letter to the Sick Leave Bank Committee, a teacher may withdraw from the bank rather than contribute additional days. ~~Said~~ A Teacher may apply for membership in the bank ~~in subsequent school years~~ provided he/she makes such an application by October 1 and contributes the number of days into the bank that he/she would have contributed had he/she been a member of the bank *since (a) September 1, 2015; (b) date of hire if hired after September 1, 2015; or (c) when he/she was last a member of the Sick Leave Bank.*

E. Initial Contribution of the Bank

~~The Sick Leave Bank will receive initial contributions by having all teachers who are members contribute one (1) sick day on October 1, 2015, and one (1) sick day on October 1, 2016. In addition, the School Committee will “contribute” twenty-five days (25) sick days on October 1, 2015, and another twenty-five days (25) sick days on October 1, 2016.~~

8. ARTICLE XXIII – TEMPORARY LEAVES OF ABSENCE

- a) Section 3 – Bereavement Leave – Make the following adjustments:

Teachers shall be entitled to up to ~~three (3)~~ **five (5)** days of leave for family (spouse, children, brother, sister, mother, father, in-laws, grandparents, grandchildren, ***step-mother, step-father, step-children, step-brother, step-sister*** or member of the permanent household) to be taken at or about the time of death. At the discretion of the Superintendent and upon written request, additional time may be granted. Such additional time shall be deducted from accumulated sick leave.

Teacher shall be entitled to up to three (3) days of leave for aunts, uncles, and cousins to be taken at the time of death.

An employee who makes a written request to take bereavement leave for a friend or a family member not listed above may be granted bereavement days at the discretion of the Superintendent. Any such days that are granted shall be deducted from accrued sick leave time.

- 9. ARTICLE XXVII, REDUCTION IN STAFF:** Amend Section E. 2. to read as follows:

In the event that a reduction cannot be accomplished through attrition, layoffs shall be conducted within disciplines based on a teacher's job performance and the best interest of the students, which is defined as follows: the teacher's documented disciplinary record over the past six (6) years and summative overall evaluation ratings as compared to other teachers' past summative overall evaluation ratings in the discipline targeted to be reduced, with ratings of meets the Standards of the Abington Educators Evaluation System, Proficient and Exemplary being considered equal. The number of summative evaluations compared will include all those evaluations written for teachers during the time equal to the most recently hired professional status teacher in the targeted discipline. If there is a tie using the above evaluation criteria, review of the personnel files of the teachers in the targeted discipline will be done and if the teachers have similar disciplinary records, the tie shall be broken by seniority, with the least senior teacher in the discipline targeted laid off first.

10. APPENDICES

- a) Appendix A - Salary Schedule – Label as “Appendix A” and Drop “Teacher’s” from the subtitle of the schedule
- b) Increase all Appendices by the following percentages:
- Effective September 1, 2018, increase all Appendices by two and one-half percent (2.5%);
 - Effective September 1, 2019, increase all Appendices by two percent (2%); and
 - Effective September 1, 2020, increase all Appendices by two and one-quarter percent (2.25%).
- c) Appendix C – Housekeeping –Prior to any newly agreed upon tentative agreement, the amounts under Part C, Bullet Point 3 should be amended/raised by \$2 to match the amounts in Bullet Point 2
- d) Appendix C – Athletic Director – Drop Step #1 and add a new highest step which shall be \$2,000 higher than the previous high step after the calculation of the rate for the increase has been applied
- e) Appendix C, A. Add to Directors PreK-12 (Art, Music, Wellness Programs and *ELL*) Remove Business Director
- f) Appendix C, Staff and Administrative Differentials: Section B: For the purposes of this Appendix, Business teacher(s) will be included in the History and Social Science Department.
- g) Appendix D, Coaches’ Salary Schedule: Amend by adding the following positions:
- Varsity Winter Track Head Coach in Section V(a)
 - Auxiliary Coach in Section IX*
 - Fitness Center Coach in Section VII
- * An Auxiliary Coach will be appointed when there are more student athletes than needed for a varsity squad but insufficient numbers to field a junior varsity squad. An Assistant Coach will be appointed when a junior varsity squad is established.

h) Appendix E – Part A, #14 –

- Subpart a - Increase the Drama Society Advisor stipend to \$2,500 prior to the application of the new Across-The-Board increase
- Subparts e-i – Specify that each of these stipends are “per production” as approved by Superintendent
- Subparts f, g, & i – Increase each of these line items to \$1,500 prior to the application of the new Across-The-Board increase

i) Appendix E – Part A - Create a new stipend for Gaming Club at the rate of \$750 as a new #24

j) Appendix E – Part B – delete “(MS-6)”

k) Appendix E – Part B – Inst’l Tech Advisor – K-2 \$1,200; 3-4 \$800; 5-8 \$1,600; 9-12 \$1,600

- Yearbook (M) \$1,000
- Enrichment Activity Advisor (3) \$750
- ACE Advisor \$2,000 per semester
- Global Studies Advisor \$750
- Language Buddies Advisor \$750

l) Appendix E – Part F – Remove reference to Center School & N. School