

Collective Bargaining Agreement July 1, 2021 - June 30, 2024

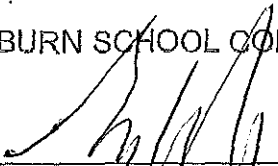
THIS AGREEMENT IS MADE AND ENTERED INTO


on the 17<sup>th</sup> day of June 2021

by and between the

AUBURN SCHOOL COMMITTEE AND AUBURN EDUCATION ASSOCIATION

AUBURN SCHOOL COMMITTEE

  
George Scobie, Chairperson

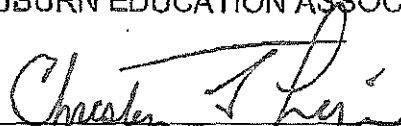
  
Jessie Harrington, Vice Chairperson


  
Gail Holloway, Member


  
Dorothy Kauffman, Member

  
Meghan McCullis, Member

AUBURN EDUCATION ASSOCIATION

  
Christopher Lajoie, President

  
William Wright, Vice-President / Lead Negotiator

  
Colleen Gagne, Secretary

  
Julie Benoit, Treasurer

## TABLE OF CONTENTS

PREAMBLE	.....	4
ARTICLE I	Recognition .....	5
ARTICLE II	Management Right.....	5
ARTICLE III	Administration .....	6
ARTICLE IV	Negotiation Procedure .....	6
ARTICLE V	Teaching Hours & Teaching Load .....	7
ARTICLE VI	Assignment and Transfer.....	12
ARTICLE VII	Class Size.....	15
ARTICLE VIII	Non-Teaching Duties .....	16
ARTICLE IX	Vacancies and Promotions .....	17
ARTICLE X	Extended Session .....	17
ARTICLE XI	Member Use of Schools.....	18
ARTICLE XII	Members' Children Enrolling .....	19
ARTICLE XIII	Professional Improvement .....	20
ARTICLE XIV	Evaluation .....	21
ARTICLE XV	Member Protection.....	24
ARTICLE XVI	Sick Leave .....	25
ARTICLE XVII	Sick Leave Bank .....	25
ARTICLE XVIII	Temporary Leaves of Absence .....	29
ARTICLE XIX	Parental Leave.....	30

ARTICLE XX	Sabbatical Leaves .....	32
ARTICLE XXI	Extended Retirement Benefits .....	33
ARTICLE XXII	Protection: Assault and Accident .....	36
ARTICLE XXIII	Dues Deduction/Agency Fee .....	37
ARTICLE XXIV	Grievance Procedure .....	37
ARTICLE XXV	No Strike - No Lockout.....	43
ARTICLE XXVI	Saving Clause.....	44
ARTICLE XXVII	Stability of Agreement.....	44
ARTICLE XXVIII	Resignation.....	45
ARTICLE XXIX	Reduction in Force.....	45
ARTICLE XXX	Standard Rate.....	47
ARTICLE XXXI	Extended Session Rate .....	47
ARTICLE XXXII	Health Insurance .....	47
ARTICLE XXXIII	Other Post-Employment Benefits .....	47
ARTICLE XXXIV	Terms of Agreement.....	48
APPENDIX A	Basic Salary Schedule Placement .....	49
APPENDIX B	Members' Salary Schedules .....	52
APPENDIX C	Extra Stipendiary Positions.....	54
	Side Letter - Impact of School Construction .....	61
	Side Letter – Members' Schedules.....	61
	MEMORANDUM OF AGREEMENT – Health Insurance.....	62
	MEMORANDUM OF AGREEMENT – Educator Evaluation.....	64
APPENDIX D	Auburn Nurses' Agreement .....	65

## PREAMBLE

Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Auburn and that good morale within the teaching staff of Auburn is essential to achievement of that purpose, we, the undersigned parties to this Agreement, declare that:

- A. Under the laws of the Commonwealth of Massachusetts, the Auburn School Committee, as elected by the citizens of Auburn, has final responsibility for establishing the educational policies of the public schools of Auburn.
- B. The Superintendent of Schools of Auburn (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established.
- C. The teacher group of the Auburn Education Association has the responsibility for providing, in the public schools of Auburn, a full instructional program of the highest possible quality.
- D. Except as specifically excluded, those articles and sections which pertain to working conditions as negotiated under the ASC/AEA Agreement and currently in force shall apply equally to all members of the teacher group. The term member and Association shall be interchangeable where appropriate and applicable.
- E. To give effect to these declarations, the following principles and procedures are hereby adopted.

## ARTICLE I

### RECOGNITION

The Auburn School Committee recognizes the Auburn Education Association for the purpose of collective bargaining as the exclusive representative of the members' group.

- A. The member group shall consist of all professional employees of the Auburn School System who are members of the Massachusetts Retirement Fund excluding the Superintendent of Schools, Directors, Principals, Assistant Principals, members of the administrative and supervisory group who teach less than fifteen (15) periods/mods per week, substitute teachers and all other non-certified personnel.
- B. The Committee recognizes the right of the Auburn Education Association to represent the member group through their Negotiating Committee.

## ARTICLE II

### MANAGEMENT RIGHTS

The Management of the Auburn School System and the direction and control of the staff including the right to plan, direct and control system-wide operations; to determine the number and location of operations; to determine the means, methods, schedules of operations; to alter, rearrange, change, extend, curtail, or discontinue its operations partially or completely; to determine the methods of educational delivery to be used and services to be rendered; to determine the size, scheduling and assignment of the staff; to establish standards and maintain quality of performance; to establish and require employees to observe the publicized rules and regulations and reasonable standards of conduct; to maintain order and discipline or discharge employees, shall be the right, solely and exclusively, of the Auburn School Committee and/or, as provided by law, the Superintendent of the Auburn School System. The foregoing enumeration of Management's rights are not intended to be all-inclusive but indicate the type of matters or rights which belong to and are inherent to Management and shall not be deemed to exclude other rights of Management not specifically set forth. The Auburn School Committee and/or the Superintendent of the Auburn School System, therefore, reserve all rights, unless they are limited by the language of a provision of this Agreement.

Any of the rights, powers, authority and functions the Auburn School Committee and/or the Superintendent of the Auburn School System have prior to the negotiation of this Agreement are retained by them, except as expressly abridged by a specific provision of this Agreement. The Auburn School Committee and/or the Superintendent of the Auburn School System not

exercising rights, powers, authority and functions reserved to them, or their exercising them in a particular way, shall not be deemed a waiver of said rights, powers, authority and functions or of their right to exercise them in some other way not in conflict with a specific provision of this Agreement.

**ARTICLE III**

**ADMINISTRATION RIGHTS**

All administrative rights and functions, except those which are abridged by this Agreement, are vested exclusively in the Auburn School System Administration.

**ARTICLE IV**

**NEGOTIATION PROCEDURE**

A. **COMMITTEE PREROGATIVES**

The parties recognize that the Committee has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Town of Auburn in all their aspects, including but not limited to the following. To maintain public elementary and secondary schools and such other educational activities as in the judgment of the Committee will best serve the interests of the Town of Auburn; to give the children of Auburn as nearly equal advantages as may be practicable; to advise the Town as to the need for school facilities; to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils to be admitted into each school; to employ, assign and transfer teachers; to suspend or dismiss the teachers of the schools in the manner provided by statute or applicable rule; to designate the schools which shall be attended by the various children within the Town; to make such provisions as will enable each child of school age residing in the Town to attend school for the period required by law and provide for transportation of children wherever it is reasonable and desirable; to prescribe rules for the management, studies, classification and discipline for the public schools; to decide the textbooks to be used; to make rules for the arrangement, use and safe-keeping of the school libraries and to approve the books selected therefore and to approve plans for school buildings; to prepare and submit budgets to the Town Meeting and, in its sole discretion, to expend monies appropriated by the Town for maintenance of the schools, and to make such transfers of funds, within the appropriated budget as it shall deem desirable. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in violation of any of the specific terms and provisions of this Agreement. No action taken by the Committee with respect to such rights, responsibilities and prerogatives, other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance and arbitration provisions of this Agreement.

B. JOINT FUNCTION

1. During negotiation, the Committee and the Association will present relevant data, exchange points of view, and make proposals and counterproposals. The Committee will make available to the Association for inspection all public records pertinent to items under negotiation. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
2. If the negotiations described in this Article have reached an impasse, the procedure described in Chapter 150E of the General Laws of the Commonwealth of Massachusetts will be followed.
3. The School Committee and the Association will arrange for a mutually satisfactory time and place for a meeting to negotiate over such proposal within fifteen (15) days after receipt of the proposal, unless they mutually agree to an extension of time for such meeting.
4. When an agreement is reached, it will be presented as a joint recommendation of the School Committee and the Association.
5. The duration of this Agreement shall include the school years 2021-2022, 2022-2023 and 2023-2024. During the effective time span of this Agreement, all articles may be opened for negotiations only by mutual agreement and subject to conditions noted for negotiations in this Article.
6. The Committee and the Association agree to enter into negotiations relative to a successor agreement no later than November 15th of the calendar year prior to that in which the negotiated salary and differential payments are to become effective. Any agreement so negotiated will apply to all duly appointed members who are under contract and will be reduced to writing and signed by the Committee and the Association.

ARTICLE V

TEACHING HOURS AND TEACHING LOAD

The Committee and the Association agree that the members' responsibility to their students and their profession generally entails the performance of duties and the expenditure of time beyond the normal working day, but that members are entitled to regular time and work schedules on which they can rely in the ordinary course, and which will be fairly and evenly maintained to a maximum extent throughout the school system.

A. WORKDAY

1. Classroom teachers shall not be required to report to their assignment more than fifteen (15) minutes before the start of the students' day and, except for properly

scheduled meetings, shall not be required to remain longer than thirty (30) minutes after the close of the students' regular school day. Prior to the first day of school each year, the students' start, and end times shall be clearly defined and shared with the membership.

2. The length of the required members' normal workday shall be no more than seven (7) hours and five (5) minutes, and it shall not be changed during the life of this Agreement. The workday shall include a duty-free lunch period. All schedules are initially created so that each AEA member's day meets the contractual requirements/parameters. If an AEA member is required to come in early or to stay late to attend a meeting, they will be paid the Standard Rate (Article XXX).
3. It is recognized that the proper performance of professional personnel who serve as Department Heads, Curriculum Coordinators, Grade Level Leaders and/or Supervisors, or those members who receive Appendix C stipends, shall require these persons to work longer than the normal working day. The schedule shall be worked out by the individual; such schedule shall be subject to the approval of the principal.
4. Auburn High School Department Heads, in the Trimester schedule, will teach ten (10) sections annually.
5. Members will be excused one (1) day per week five (5) minutes after all students are dismissed and buses have departed from school. Friday will be the day designated.
6. Members will be available to provide a student helping period four (4) days per week (excluding Fridays), except for days when school-based meetings are scheduled, for a minimum of twenty (20) minutes following the students' regular day. In the event no students appear for the extra help within ten (10) minutes following the official school dismissal time, members will not be required to remain beyond the ten (10) minute period. Monday, Tuesday, Wednesday, and Thursday will be designated days for student helping periods.
  - (a) Members will maintain a record of students who stay after school, which may be subject to review.
  - (b) Members will provide instructional reinforcement materials that address problems in major subject areas. These materials will be made available during extra help periods and/or be sent home.

B. WORK YEAR

1. The school year shall begin no earlier than the Monday before Labor Day and terminate no later than June 30, but in no event be longer than one hundred eighty-four (184 1/2) days during the 2021-2022. Beginning in 2022-2023 the



school calendar will be one hundred eight-four (184) days for the duration of this contract. The first day of school for staff shall be designated for general meetings and teacher preparation of classrooms and other relevant staff areas. The last day of school for staff will be the same as students and will be a ½ day to be completed when students have left the building. When the school year begins prior to Labor Day, the first week will include a minimum of two (2), maximum of three (3) days of student attendance and Friday will be a non-workday.

2. Middle and High School Counselors and Team Chairs will be required to work a minimum of three (3) days before school begins for staff and a minimum of three (3) days after school ends for staff. With the approval of the building principal, two (2) days may be added to the required three (3) days at the start or end of the year, to ensure all students are supported appropriately. Completing a time sheet for hours worked, they will be compensated at 70% their per diem rate in FY'22, 85% of their per diem rate in FY'23, and 100% of their full per diem rate in FY'24.
3. Elementary school counselors and team chairs are not expected to work additional days; however, if there is a need, it will be brought forward to the superintendent or designee for consideration and approval. If approved the language in B2 applies.

C. MEETINGS

1. Teachers will be required to set aside one day per week (Wednesday) to attend meetings. No meetings shall be scheduled on a Friday.
  - (a) A building meeting held for a special reason on a day other than the designated meeting day (Wednesday) shall replace requirements for the regular meeting day. Teachers may be excused from these meetings for valid reasons, with the prior approval of the building principal.
  - (b) If there is no school on the designated meeting day, another day may be designated as the meeting day provided faculty and staff are given a week's notice.
2. All meetings shall consist of professional matters and shall begin promptly. Following the start of meetings, which will be within fifteen (15) minutes of the end of the students' day, teachers shall be required to stay no longer than sixty (60) minutes. Members may be excused from these meetings for a valid reason, with the prior approval of the building principal. There will be a maximum of twenty-two (22) after-school building meetings per year.

Meeting formats will vary but the focus will be on continuous improvement for our students and for our District. In addition to building meetings referenced in the previous paragraph, other building meetings may be held and structured in a more focused manner: (Example: Principal/Department Heads/Grade Level Leaders;

Grade Level Leaders/Teachers). These meetings should be scheduled during the weeks a full-building meeting is not being held, unless agreed to by the parties that constitute the desired meeting. Scheduled meetings for the year should be provided to all faculty and staff by the day after Labor Day.

3. At the direction of the central administrative staff, each member shall be required to attend no more than five (5) meetings per year for the purpose of curriculum improvement, professional workshops and/or other professionally oriented activities. Each member of the staff shall devote the professional skill, additional time, and extra effort required to ensure that state and/or regional accreditation programs are accomplished. Each meeting will begin no later than twenty (20) minutes after the students' day and each meeting will not exceed one (1) hour and thirty (30) minutes and will not be on a Friday. The meeting days shall be scheduled by September 30 of the present school year and announced to the members.
4. In addition to the above, members will be required to attend up to three (3) beyond the school day/evening curriculum-related events each school year. Members' participation in these curriculum-related events will not exceed two (2) hours and members will not be required to attend more than two evening events in one week. Such curriculum-related events shall relate directly to community/parental involvement, including but not be limited to Curriculum Nights, Literacy or Family Math Night, Parent Conferences, School Success Night, Festival of the Arts, Music Concerts, and Parent Orientations. Members who attend more than three (3) evening events beyond the normal school day at the request of the administrative staff shall be compensated at the standard rate (Article XXX). Members shall receive due notice and may be excused for valid reason by the principal or his/her designee.
5. When evening attendance of members is necessary at a school sponsored activity other than those related to parent consultation and/or program interpretation, and beyond the three that may be required, the members at the school or schools involved will be given the opportunity to volunteer for such duty by notice posted five (5) school days prior to the event. If there are insufficient volunteers, members may be assigned such duty on a rotating basis. Members will receive due notice and may be excused for valid reason by the principal or his designee. Members shall be compensated for such duty at the standard rate (Article XXX).

#### D. WORKING CONDITIONS

Exceptions to the provisions of this section may be made only if the Superintendent of Schools or designee determines that it is necessary to do so in the best interests of the educational process. A disagreement over whether an exception is justified will be subject to the grievance procedure and will be initiated at Level Two.

1. The Administration and the Auburn Education Association agree that with the

implementation of any new program, members will be provided with appropriate training, professional development and/or with continued support during all phases of implementation.

2. Members will have a duty-free lunch period equivalent to the length of the students' lunch period. At the elementary level, said lunch period shall not be less than 25 minutes. Lunch periods shall be set by the building administrator and shall separately note the recess and lunch periods.
3. All members shall, in addition to their duty-free lunch period, be guaranteed at least one (1) preparation period each day, equivalent to a class or specials period, during which they shall not be assigned to any other activity.
4. Middle and senior high school teachers will not be required to teach in more than two (2) subject areas nor be responsible for more than a total of four (4) preparations by course titles at any given time unless agreed to by the teacher and building principal.
5. Guidance counselors shall not be assigned an average of more than twelve (12) Group Guidance Instructional Assignments per week.
6. Members shall wear a visible photo I.D. with the teacher's proper name (no first name).
7. In arranging schedules for members who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such members will be notified of any changes in their schedules as soon as practicable. Members who are assigned to more than one school in any one school day will receive a mileage reimbursement for all inter-school driving per the IRS Standard Mileage Rate.
8. Assignments to extra-curricular activities shall be voluntary. In the event no qualified applicants apply for positions listed under Section I of Appendix C (Related Academic Positions), a teacher may be appointed by the administrator, provided that no member shall be required to accept such appointment for two (2) consecutive years.
9. If an additional section of a class at the secondary level is required due to student enrollment or other reasons, and there is no staff member available to teach such section within his/her normal workday (Article V, D, 4 (a)), such position shall be posted for all qualified applicants to apply. Such compensation for teaching said full class for the year shall be \$6,357 (in 2021-2022 school year; see Appendix C for annual value) (or \$2,119 per trimester) to include preparation, assessments, teaching and the time necessary to meet with colleagues and parents of students assigned. Such compensation shall increase along with the Appendix C schedule.

Such pay shall be added to the teacher's salary through the salary agreement and subject to all other regular withholdings.

(Since this is a stipendiary position, it assumes that much of the work takes place beyond the regular school day.)

10. Related service providers will engage in workload review meetings with Director of Pupil Services in August, January, and June with that information shared with building principals, assistant superintendent, superintendent. If determination is needed by superintendent or designee, remedies will be explored that could include professional assistance to complete mandated requirements, contracted assistance, stipends, temporary relief from non-teaching duties, and/or release time. Related Service Providers will have a secure place to store files and other confidential material in each building. To the extent space allows, Related Service Providers will have designated office and meeting space with access to a private telephone.

#### E. SUBSTITUTING

1. In those cases where a regular substitute is not available and a member agrees to serve as a substitute during his or her preparation period, said member will be paid at the Standard Rate (Article XXX). In an emergency, the principal may assign a member as a substitute under the conditions noted below.
2. All persons covered by this contract may be assigned to substitute. The substituting procedure shall be accomplished on an equitable and rotating basis and be publicly posted.
3. In an emergency when a regular substitute is not available, any personnel under this contract may, without compensation, be assigned to substitute if their teaching load, non-inclusive of lunch and preparation periods, allow. In all other situations, the standard rate will apply.

### ARTICLE VI

#### ASSIGNMENT AND TRANSFER

Staff transfers are of two (2) types: voluntary and involuntary. The Committee and the Association recognize that some transfers of members from one school to another are unavoidable. In addition, the Committee and the Association recognize that frequent transfer of members disrupts the educational process and interferes with optimum member performance.

It is recognized that the Superintendent, in the best interest of the educational needs of the system, shall have the responsibility to assign members.

A. VOLUNTARY TRANSFER

When a vacancy occurs in a teaching position, the Superintendent shall give due weight to the following criteria in determining transfers from within the district to fill said vacancies: appropriate DESE certification, educational preparation, and quality of performance within the education profession and other relative factors. A general posting of vacancies shall be made on or before May 1, whenever practicable.

Priority of transfers will be given to those teachers required to seek involuntary transfer because of the R.I.F. process.

1. Member initiated requests for voluntary changes in grade assignment or in subject assignment will be contingent upon the best interests of the students and the school program. The following general principles therefore shall apply:
  - a) A member's area of competence, major and/or minor field of study, quality of teaching performance, and length of service in the Auburn School System will be considered in determining which member is to be transferred.
  - b) Members desiring a transfer will submit a written request to the Superintendent stating the assignment preferred. All requests will be acknowledged in writing by the appropriate supervisor.
  - c) Members seeking to transfer within their current discipline and grade level assignment will not be required to provide a demonstration lesson. The Interview Committee, or representatives thereof, may visit the teacher's classroom while he/she is teaching to assist them in making their decision of whom to hire.
  - d) All other factors being substantially equal, preference will be given in filling open positions based on length of service in the Auburn School System.
  - e) The final decision regarding hiring at the building level rests with the building principal and is not subject to the grievance procedure.

B. INVOLUNTARY TRANSFER

It is recognized by both the Committee and the Association that situations may arise where involuntary transfers may become necessary to support the operational needs of the school district such as changes in educational programs, changes in enrollment, or reductions in staff.

1. In the case of an involuntary transfer, a member's area of competence, DESE certification, major and minor fields of study, quality of teaching performance, and length of service in the district will be considered.
2. Members will be notified in writing as to any changes in the schools to which they will be

assigned and the grades and/or subjects that they will teach as soon as feasible, whenever possible, subject to the best information available from the staff and the best interests of the school system.

3. Any members whose assignment for the ensuing school year involves a change of buildings or class shall be given written notice of such changes as soon as practicable and, if possible, by May 15<sup>th</sup>, unless emergency or extenuating circumstances arise.
4. Any involuntary transfer shall be made only after a meeting between the member and the Superintendent. Such meeting will take place within two (2) school days of receipt of the transfer letter, or as soon as practicable. At the meeting, the member shall be apprised of the reasons for the transfer.
5. If the member disagrees with the involuntary transfer, he/she may file a written notice of appeal with the Superintendent within five (5) school days. Said transfer is not subject to the grievance procedure.
6. The Superintendent shall require the member's principal or immediate supervisor to be present at the appeal. The member may be represented by the Association at the appeal, but the member involved must be present. If the member is not present, it will be deemed as a waiver of the appeal. The Superintendent shall render a decision within five (5) school days following the close of the appeal. The Superintendent's decision is not subject to the grievance procedure.

F. JOB SHARING

Job-Sharing consists of a team of two (2) members who have taught in the system for at least one (1) year and who wish to share one (1) full-term teaching position. The term of the teaching position shall be for one (1) school year.

- (a) As a team, both interested members shall prepare and submit a single detailed proposal for job-sharing assignment. This proposal shall be submitted to the appropriate principal and special area supervisor on or before February 15th. The proposal will be acknowledged in writing by the principal and/or Special Area Supervisor.
- (b) The principal and appropriate Special Area Supervisor shall make a recommendation regarding this proposal to the Superintendent of Schools on or before March 15th.
- (c) The Superintendent shall render his/her decision in writing to the applicants on or before May 1st.
- (d) An appeal of the decision of the Superintendent may be made to the School Committee. The decision of the School Committee is specifically exempted from the Grievance Procedure.

- (e) Each job-sharing member shall work 1/2 (3 hours 32 minutes) of the prescribed members' workday (7 hours 5 minutes) as noted in the ASC/AEA Agreement. For the purpose of R.I.F., each member shall receive 1/2-day credit for each day of assignment.
- (f) Job-Sharing members will receive one (1) year of salary credit and one year of longevity for each year of service in a job-sharing position.
- (g) Salary compensation for each member shall be 1/2 of the appropriate placement on the current teacher salary schedule.
- (h) Job-Sharing members will receive pro-rated sick leave, sick bank, and personal day benefits. These benefits are noted in the ASC/AEA Agreement.
- (i) The members' responsibilities to their students and their profession generally entail the performance of duties and the expenditure of time beyond the normal working day. The job-sharing members will be subject to the requirements of the ASC/AEA contract (e.g., building meetings, curriculum meetings, parents' night, professional workshops). Non-attendance at these meetings is subject to the principal and/or Subject Area Supervisor approval.
- (j) If for some good cause, one member of the job-sharing team must end the job-sharing arrangement, then that teacher should:
  - 1. Give advance notification of at least two (2) calendar months except in the case of an emergency.
  - 2. The job-sharing partners will work with the administration to find a suitably certified teacher replacement.
  - 3. In the event a suitably certified replacement as determined by the School Committee or its designee is not employed within six (6) calendar weeks following the aforementioned notice, the remaining partner will have the option of assuming the full-time position at the appropriate step and level of the salary schedule or taking an unpaid leave of absence for the remainder of the school year or until such time as the first job-sharing partner returns to his/her assignment.

## ARTICLE VII

### CLASS SIZE

The Committee recognizes the importance of creating classroom environments that are both

rigorous and engaging for all students. Maintaining appropriate class size, among other factors, is important, and the Committee has, therefore, established desirable parameters as outlined below. The district will make strong efforts to maintain these maximum class sizes and the AEA recognizes that due to scheduling challenges, they may not always be possible. Any deviation from these desirable class sizes is not subject to the grievance procedure.

A. It is agreed that class size limits as set forth below are desirable. To the extent possible, such limits will be made within existing facilities.

1. Elementary School

Grade K-5	25 Pupils per Class
-----------	---------------------

2. Middle and Senior High School

Academic/Elective Subjects	30 Pupils per Class
----------------------------	---------------------

Science Laboratories	24 Pupils per Class
----------------------	---------------------

Computer Lab	Based on number of computers/devices
--------------	--------------------------------------

Physical Education	30 Pupils per Class
--------------------	---------------------

B. Exceptions to the suggested class size as indicated may be made if the School Committee or its designee determines that it is necessary to do so in the best interest of the educational process. A disagreement over whether an exception is justified will be subject to the Grievance Procedure.

**ARTICLE VIII**

**NON-TEACHING DUTIES**

A. The Committee and the Association acknowledge that a member's primary responsibility is to teach, and that his/her energies should be utilized to this end. Therefore, members may be required to collect and transmit money used for educational purposes including Student Insurance, but they will not be required to maintain school registers, distribute milk in the cafeteria, or to weigh and measure pupils for health services. Members also shall not be required to drive pupils to activities which take place away from the school building.

B. Members at the elementary level will be required to monitor the lunchroom only if enough Instructional Assistant positions cannot be retained to maintain the lunchroom arrangement with the remaining Instructional Assistants.



- C. Members may be required to perform bus duty on a rotating basis. A member who either agrees to or is required to perform bus duty that regularly extends beyond the regular school day will be entitled to compensation at the standard rate.
- D. Non-teaching duties will be apportioned equitably and distributed among all members assigned to the respective buildings. Each building principal shall maintain and post an updated roster of non-instructional assignments.
- E. Non-teaching duties performed before or after the defined normal workday (seven hours and five minutes) schedule shall be compensated at the standard rate.
- F. The President of the Auburn Education Association will not be assigned non-teaching duties.

## ARTICLE IX

### VACANCIES AND PROMOTIONS

- A. Whenever any vacancy in a promotional position, new position, or existing position occurs during the school year (September through June), it will be publicized by the Superintendent by means of a notice through e-mail to every school. During the months of July and August, written notice of any such vacancy will be forwarded to members who have expressed previous written interest in such positions within the past year. The Committee may leave a position vacant but is required to give notice of any position it does not intend to fill.
- B. Promotional positions are defined as follows: Positions paying a salary differential and/or positions on the administrator-supervisory level.
- C. Vacancies, except in existing positions or those to be filled on a temporary basis, will be filled within fifteen (15) calendar days but in no event less than six (6) school days from the date the notice is posted in the schools or notice is given to the interested member. A shorter posting period may be allowed in the case of emergencies.
- D. Vacancies in existing positions that are to be filled by a member already employed in the system may, at the sole discretion of the Superintendent, be filled at any time, but no later than September 1st after the date the vacancy occurred.
- E. The qualifications for the position, its duties, the rate of compensation, and the final date of acceptance of applications will be clearly set forth.
- F. All qualified members will be given adequate opportunity to make application for such positions, and the Committee agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system

and other relevant factors. In filling such vacancies, careful consideration will be given to qualified members already employed by the Committee, and each member applicant not selected will, upon request, receive an explanation from the Superintendent or his/her designee.

## ARTICLE X

### EXTENDED SESSION

- A. The Committee and the Association recognize that the extended session program may vary substantially from year to year. It offers the opportunity for experimentation and calls for flexibility in approach.
- B. The Committee will post all extended session positions as early in the year as feasible.
- C. Subject to special requirements of the program (e.g., in-service training for new personnel), position openings shall be filled based on competence and experience, and careful consideration shall be given to applicants from the regularly appointed teacher staff in the Auburn School System.
- D. Compensation shall be at the Extended Session Rate of \$45/hour. Such rate recognizes the need for members to plan and execute lessons, assess student progress and convey the same in writing and/or verbally to the Summer School Director, Director of Pupil Services, Assistant Superintendent for Teaching, Learning and Curriculum, Building Principal and/or the students' parents.
- E. Other contract provisions, except as noted in this Article, shall not be in effect during the extended session.

## ARTICLE XI

### MEMBER USE OF SCHOOLS

- A. The Association will have the right to use school buildings without cost at reasonable times for professional meetings if custodians are on duty. The principal of the building in question will be given reasonable notice in advance of the time and place of all such meetings.
- B. The Association will have the right to use school buildings with reasonable notice without cost, except nominal custodian charges, if events are scheduled beyond the custodians' normal work hours, for appropriate events to raise funds for scholarships or other educational purposes.

- C. The Association will have the right to place notices, circulars, and other Association material in the faculty room, in teachers' mailboxes and via e-mail. The Association may make announcements over the public address system during the regular announcement period.
- D. Where practical and possible, each school will have the following facilities:
  - 1. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
  - 2. An appropriately furnished room as a faculty lounge. Said room will be in addition to the teacher work area.
  - 3. A private, student-free dining area for the use of staff members during the school day.
  - 4. An adequate portion of the parking lot at each school reserved for member parking.

## ARTICLE XII

### MEMBERS' CHILDREN ENROLLING IN THE AUBURN PUBLIC SCHOOLS

Members who live outside of the Town of Auburn but wish to enroll their child or children in the Auburn Public Schools may do so per the following criteria:

- A. Annually, by January 15<sup>th</sup>, the Superintendent of Schools will notify the membership of available slots for the following school year. The determination of available slots will be made based on class sizes at each grade as well as other factors as determined by the Superintendent.
- B. Members must notify the Superintendent in writing by March 31<sup>st</sup> of their request to enroll their child or children in an available slot(s).
- C. If the number of requests to enroll exceeds the number of available slots, the Superintendent will conduct a random lottery.
- D. By April 15<sup>th</sup>, the Superintendent will provide written notification to all members who submitted a request to enroll their child or children.
- E. By June 4<sup>th</sup>, any member whose child or children have been accepted through this opportunity will need to complete registration paperwork with the appropriate school. Such notification to the receiving school will allow ample time for any additional

paperwork to be completed, and class assignments and notifications made for the following year.

- F. The cost to register a child in the Auburn Public Schools through this program will be commensurate with the regular education school choice rate for that fiscal year (\$5,500).
  - a. Upon acceptance, the member must pay \$1,000 within ten (10) days to hold the spot.
  - b. The remaining tuition amount will be billed in four (4) equal payments, payable no later than the first of September, November, February and April of the school year in which the child is enrolled.
  - c. Payments will be accepted at the Superintendent's Office only.
  - d. Failure to make payments according to the above schedule will result in the child's elimination from this opportunity.
  - e. If more than one child is accepted, the rate of each successive child will be calculated at 75% of the school choice rate for the year (\$4,125).
  
- G. The Superintendent reserves the right to remove a child from this program if she/he believes that the student's presence is a detriment to the Auburn Public Schools. Issues that may prompt such an action would include, but not be limited to, serious disciplinary issues, undocumented attendance problems or any alcohol/drug-related issues.
  
- H. Members whose children are enrolled in the tuition-based program described herein may complete a school choice application for grade levels that accept students, as determined by the School Committee. Should the member's child or children be randomly selected through the school choice lottery, the member will no longer be required to pay the stipulated tuition rate per child. If the member's child or children are not randomly selected through the school choice lottery, the member may continue to pay the required tuition, thus keeping his/her child or children in the district.

### ARTICLE XIII

#### PROFESSIONAL IMPROVEMENT

- A. The Committee and the Association agree that there is critical need for each member to plan and undertake a program of professional study which will maintain and enhance professional skills.
  
- B. All members must maintain appropriate DESE licensure in the role they are assigned, including complying with all requirements for certification as required by DESE. The school district agrees to offer professional development opportunities for members in the areas of SEI/ESL/Bilingual course work and special education focused on effective learning strategies and diverse learning styles of students on IEPs. No less than 15 PDPs will be made available in each area by the district. PDP options will be available to the membership through a combination of in and out of school opportunities.

- C. Under extraordinary circumstances, the Superintendent may provide temporary relief of one year from the above rate of study.
- D. On request, each member of the staff shall be apprised of the requirements for professional improvement on regular basis.
- E. All courses taken by members will be subject to prior approval of the Superintendent.
- F. The School Committee has established a course reimbursement fund that will not be less than twelve thousand (\$12,000) dollars annually.
- G. The Committee shall reimburse members of full-time status and part-time status (prorated) for the cost of tuition up to five hundred (\$500) dollars per course, per teacher, per year, for graduate level courses. Members may make a second request for reimbursement of the cost of tuition up to four hundred (\$400) dollars for a second graduate level course. Only after all first requests have been granted will the remaining funds be dispersed at a rate of four hundred (\$400) dollars. In the case that funds to be distributed cannot meet all eligible requests, said funds will be distributed evenly among all who qualify, thus possibly resulting in reimbursements of less than five hundred (\$500) dollars per course. For any course not completed prior to the first Friday in June deadline (see Item H below), or the grade received after that deadline, will be eligible for reimbursement in the following school year.
- H. The School Department will process course reimbursement requests for payments annually in June. Members shall submit proof of Superintendent approval, proof of payment, together with the grade report of 3.0/B or higher to the Superintendent of Schools by the close of business hours on the first Friday in June.
- I. Should the District total of course reimbursement requests exceed the limit in any given school year, the district will give priority first to reimburse tuition from district-sponsored courses, recognizing that those are in full alignment with the district's mission and goals.
- J. Recognizing the importance of professional development in maintaining a highly qualified teaching staff, the district spends considerable monies. Such trainings include hiring consultants and content experts to provide job-embedded training, funds to support AEA members' curriculum development both during the school year and in the summer, and by providing support to teachers whose skills need enhancement and the like.

A sum of money will be set aside for the purpose of supporting AEA members' attendance at select out-of-district trainings, these in keeping with District initiatives. The decision rests with administration to approve or deny such requests. If payment for conference attendance is denied, either due to limited funds or because of the degree of relevance to District initiatives, with administrator approval, AEA members may attend at their own expense with the district supporting through payment of a sub.

- K. AEA members who present during the district-sponsored professional development days will be compensated at the Standard Rate (Article XXX) for beyond-the-school-day preparation as determined by the administrator. Efforts will be made to provide time during the school day for such preparation, and if such time is provided, no compensation will be paid. Whenever possible the presenter will be provided with notice of the request at least 10 school days in advance of presentation date for a faculty meeting and 20 school days in advance for a professional development day. Compensation agreements will be agreed to by administration and relevant member(s) prior to preparation beginning for presentation. Members presenting will be eligible to receive twice the number of PDPs given to participants (not to exceed twenty-four (24) for first time presentations).

AEA members asked to respond to crisis calls or be part of restraint teams to apply behavior management practices adopted by the district will be provided training/certification as appropriate prior to being asked to respond to a situation.

## **ARTICLE XIV**

### **EVALUATION**

Building administrators' primary responsibility is to serve as the instructional leaders of their buildings, working closely with their staff/team members in creating and maintaining a rigorous, engaging and positive learning environment. As such, they will regularly conduct classroom walk-throughs, engaging with students and staff before, during and after those visits. Doing so allows them to support teachers and support staff as they work with students, and likewise allows them to serve as an effective part of the team that monitors students' progress. There is no more important work than supporting students in achieving their fullest potential.

As part of the formal evaluation process, there are forms and timelines that need to be followed, as outlined below. What is noted below, however, is exclusive of the regular walk-throughs that building administrators conduct; those will not require forms to be completed, but rather will happen as part of the ongoing important work that happens in schools as educators collaborate in students' best interests.

As part of the evaluation system, which is a two-year cycle by design, Department Heads would assume a coaching responsibility as part of their Department Head duties. The responsibility of supporting teachers in working with students is one that requires considerable time and energy, if done well, which is the mutual goal of the entire Auburn Public Schools Team. Teachers receive on-the-spot support from administrators and colleagues alike on a regular basis, the goal being to support one another in regularly strengthening the capacity of each team member, thus the entire District as a whole.

#### **Professional Status Teachers**

This is regarding teachers on a Self-Directed Growth Plan. For teachers on a Directed Growth Plan, there would be more supervision provided by the Administrator, and he/she may direct the

Department Head to conduct the maximum number of coaching sessions, that is in Year 1 that would be six and up to a maximum of 3 per trimester in Year 2.

Year 1 of the Two-Year Cycle	Year 2 of the Two-Year Cycle
<p><u>Administrators:</u></p> <ul style="list-style-type: none"> <li>• To review goals with the teacher and be signed off by the administrator. Prior to the submission of goals, the Department Head shall have reviewed the goals with each Department member (we encourage team/department goal creation)</li> <li>• Conduct up to two walkthroughs per trimester during the school year (to include observation, feedback via Teach Point, and discussion between parties)</li> <li>• If, as determined by the administrator, a teacher requires more support, additional walkthroughs can be conducted</li> <li>• Teachers may request that additional walkthroughs be conducted by their administrator(s)</li> <li>• Review the Formative Evaluation at the end of the school year</li> </ul>	<p><u>Administrators:</u></p> <ul style="list-style-type: none"> <li>• The administrator will conduct at least one per trimester, up to a maximum of two per trimester in Year 2 (to include observation, feedback via Teach Point, and discussion between parties)</li> <li>• If, as determined by the administrator, a teacher requires more support, additional walkthroughs can be conducted</li> <li>• Teachers may request additional walkthroughs be conducted by their administrator(s)</li> <li>• Complete the Summative Evaluation on the teacher and meet with her or him to discuss</li> </ul>
<p><u>Department Heads:</u></p> <ul style="list-style-type: none"> <li>• Meet with department colleagues to discuss individual and department goals prior to each teacher meeting with his or her administrator</li> <li>• Conduct unannounced classroom observations of department colleagues at least one time per trimester and have a follow-up discussion each time an observation is conducted</li> <li>• Teachers may request additional observations/coaching sessions by their Department Head</li> <li>• By May 15<sup>th</sup> of each school year, submit a completed district-created form that notes the dates and times</li> </ul>	<p><u>Department Heads:</u></p> <ul style="list-style-type: none"> <li>• Meet with department colleagues to discuss individual and department goals prior to each teacher meeting with his or her administrator</li> <li>• Conduct unannounced classroom observations of department colleagues at least one time per trimester and have a follow-up discussion each time an observation is conducted</li> <li>• Teachers may request additional observations/coaching sessions by their Department Head</li> <li>• By May 15<sup>th</sup> of each school year, submit a completed district-created form that notes the dates and times</li> </ul>

of each observation/coaching session <ul style="list-style-type: none"> <li>No data will be shared with the building principal regarding observation/coaching session</li> </ul>	of each observation/coaching session <ul style="list-style-type: none"> <li>No data will be shared with the building principal regarding observation/ coaching sessions</li> </ul>
--	--

In all cases, the responsibility for meeting to discuss an unannounced observation is shared by the evaluator/coach and teacher. Such meetings, whenever possible, should occur within three (3) school days of the observation to maximize impact by eliminating a potentially long lapse in time. Following the follow-up/debriefing conversation – which should generally last between ten (10) and twenty-five (25) minutes, depending on the circumstances – the written observation record will be available for review within five (5) school days, unless emergency or extenuating circumstances arise.

**Professional Status Teachers on Self-Directed Plans**

Number of Observations:

- Minimum: Once per trimester = 6 per two-year cycle
- Maximum: Three times per trimester but no more than eighteen (18) over a two-year cycle.
- Teachers may request additional visits.

**Professional Status Teachers on Directed Growth Plans**

In keeping with DESE regulations, a Directed Growth Plan will be up to one school year in length, unless the teacher is placed on a self-directed plan prior to the conclusion of that year.

Number of Observations:

- Minimum: Twice per trimester = twelve (12) per two-year cycle
- Maximum: Four per trimester = twenty-four (24) per two-year cycle
- Teachers may request additional visits.

**Professional Status Teachers on Improvement Plans**

Number of Observations:

- Minimum: Five per trimester

**Artifacts**

At the end of a two-year cycle, a teacher will provide a minimum of twelve (12) artifacts, two (2) high quality artifacts for each of the six areas of the evaluation. The six areas are: Student Learning Goals; Professional Practice Goals; Standard I: Curriculum, Planning & Assessment; Standard II: Teaching All Students; Standard III: Family/Community Engagement; and Standard IV: Professional Culture.

The evaluator may request additional artifacts for her/his review.

**ARTICLE XV**



## MEMBER PROTECTION

- A. Any formal or written complaint regarding a member made to any member of the administration by any parent, student, or other person will be promptly called to the attention of the member. If the formal or written complaint is demonstrated to be unfounded, it will be removed from the personnel file of the member immediately.
- B. The Association recognizes the authority and responsibility of the principal to discipline a member for delinquency of professional performance. If a member is to be disciplined by a member of the administration above the level of the principal, however, he/she will be entitled to have a representative of the Association present.
- C. No member will be disciplined, reduced in rank or compensation, or deprived of any professional advantage without just cause.
- D. The School Committee retains the right to discharge members without professional status without cause.

## ARTICLE XVI

### SICK LEAVE

- A. Members will be entitled to accumulate sick days from year to year with a maximum total accumulation of one hundred twenty (120) days. Sick days will be deducted from this one hundred twenty (120) day accumulation. When a staff member drops below the one hundred twenty (120) day accumulation, those days can be replenished the following school year up to the number of allowed sick days allocated each year.
- B. Members will be entitled to fifteen (15) sick leave days per year. A member who works only part of the year by reason of late entrance shall be granted sick day leave allowance for that year equal to one and one-half (1 1/2) days for each month of service.
- C. All sick leave allowance in any one school year shall become available in full to a new employee at such time as he/she enters active teaching service in September.
- D. Members of a previous year who are not actively receiving sick bank benefits may be entitled to a sick leave even if unable to begin active service in September, if their late entrance is due to personal illness. Members who are receiving sick bank benefits may be entitled to sick leave following a period of three (3) working days.
- E. Except for specific provisions noted elsewhere, deduction from sick leave allowance shall be made only for those days included in the school-Day calendar for the current school year.

- F. Sick leave is intended to be used in instances wherein the teacher is unable to perform his/her usual duties as a direct result of illness. The principal and/or Superintendent of Schools may require documentation from a physician following four (4) consecutive school days absence. Failure to provide documentation will result in salary deductions equal to 1/185<sup>th</sup> of the member's salary per day of unexcused absence
- G. Up to five (5) sick days may be used for each illness requiring bedside, medical, parental or household attention by the member or 1) the member's spouse, child, sibling, or parent, or of 2) another member of the immediate household. Members may be granted additional days at the discretion of the Superintendent.

## ARTICLE XVII

### SICK LEAVE BANK

The sick leave bank is a mutual concern of the Auburn School Committee and the Association and shall be maintained to relieve the financial burdens of extended illness for members who have exhausted their accumulated and annual sick leave days.

Except as noted in this article, the administration of the sick leave bank shall be a function of the Sick Bank Committee.

#### A. MEMBERSHIP

Members will be notified by the AEA Treasurer about sick bank at the initial AEA general meeting on the first day of school. If a member wishes to enroll in sick bank, they will be given the enrollment form by the AEA. Said member will have ten (10) school days to complete the form and send the form to the Superintendent's Office.

1. Membership in the sick leave bank shall be voluntary and each member shall make an initial contribution of two (2) days.
2. When the number of unused days in the bank reaches a critical level, the Sick Bank Committee may require an additional contribution from participating members who wish to continue their membership.
3. Days placed in the Bank and unused at the end of the school year shall remain in the bank and shall accumulate from year to year.
4. The enrollment period shall be limited to the first ten (10) school days of the school year. The Sick Bank Committee may grant an exception to those persons who begin work after the September enrollment period. Such personnel must request membership within ten (10) school days of their employment.

B. SICK BANK COMMITTEE

1. A seven (7) member committee shall administer the Sick Leave Bank.
  - (a) The Administrative and Supervisory Group shall elect two (2) representatives.
  - (b) The Teacher Group shall elect five representatives, at least two (2) of which will be secondary and two (2) elementary.
  - (c) Each group shall be responsible for the election of its representatives.
2. The Superintendent or his designee shall preside at the meetings and may vote only to break a tie.
3. All applications for participation and benefits must be made on a form approved by the Sick Bank Committee.
4. The Sick Bank Committee may consider if the member is suffering from a long-term illness, accident or life-threatening disease; if the member is under the regular care of a physician; previous use of sick bank; attendance; use of all accumulated leave and timely submission by the patient or designee of medical documentation, preferably with a diagnosis and estimated return to work. Elective and/or cosmetic surgery does not qualify for sick bank usage.
5. Decisions of the Sick Bank Committee shall not be subject to the Grievance Procedure. Within ten (10) school days following notification of a Sick Bank Committee decision, the applicant or his representative may present an appeal in writing to the Sick Bank Committee. Such appeals shall consist of a request that the Sick Bank Committee review its decision and present the applicant's reasons for such a review.

C. ENTITLEMENT

Entitlement days are considered days for which the individual would have been compensated if she/he had not exhausted her/his sick leave.

1. All members have an initial entitlement of twenty (20) days - additional entitlement shall accrue at five (5) days/year for each creditable year of service in Auburn for members without professional status and ten (10) days/year for each creditable year of service in Auburn for teachers with professional status.
2. Maximum entitlement shall not exceed one hundred twenty (120) days, except for any member who had, as of May 2, 1994, accrued more than one hundred twenty

(120) days and who shall be entitled to accrue up to the number of days which he or she had accrued as of that date.

3. At no time shall sick leave bank entitlements and any other benefits noted in this Agreement exceed the existing salary rate of the member.
4. In no case shall the Sick Bank Committee award more than thirty (30) sick days to any applicant at any one time.
5. Sick leave bank benefits shall not be provided to non-members or to personnel who are on leaves of absence.

#### D. BENEFITS

Benefits of the sick leave bank are extended to any actively participating member who has fulfilled the requirements for eligibility and whose sick leave loan application has been approved by most of the Sick Bank Committee.

1. To be eligible for sick leave bank benefits, the applicant must have a serious, prolonged illness for fifteen (15) consecutive school days. If the applicant does not have fifteen (15) accrued sick days for members with professional status or eight (8) accrued days for members without professional status, then a salary deduction shall be made for every day after sick leave expires until the applicant becomes eligible for sick leave bank benefits. Such eligibility shall begin on the nineteenth (19<sup>th</sup>) day for members with professional status and on the twelfth (12<sup>th</sup>) day for members without professional status.
2. Days may not be withdrawn to permit an individual to stay at home to care for a member in his/her family.
3. Parental leave cannot be extended by sick bank benefits unless extenuating medical reasons exist and if mutually agreed upon by the Sick Bank Committee and the Superintendent.
4. Application for sick leave bank benefits may be made not more than fifteen (15) school days in advance of the anticipated termination date of earned sick leave.
5. Participating members must make written application to the Sick Bank Committee requesting sick leave bank benefits, using the prescribed forms. This must be accompanied by a medical statement by the attending physician, stating the exact nature of incapacitation and the projected time of recovery beyond the member's own accrued sick leave. The Sick Bank Committee may request a review by the school physician.
6. There will be a waiting period of three (3) working days between the end of the

applicant's current allowance of sick days and the beginning of withdrawal of sick leave bank days.

7. If a member has a serious, prolonged illness for at least fifteen (15) days in any one year and there is additional incapacitation which appears to be a recurrence or an immediate result of the same illness or accident, then the fifteen (15) day eligibility requirement and the three (3) day waiting period could be waived at the discretion of the Sick Bank Committee upon verification by the attending physician.
8. Should an individual have used his/her maximum allowance, returned to duty, re-enrolled as a member, and finds it necessary to apply for benefits, he/she will be eligible for those benefits of a newly elected teacher in the Auburn Public Schools.
9. A person who is receiving sick leave bank benefits in June may continue to receive benefits in September for the same illness, a recurrence or associated complication.
10. If extenuating circumstances arise, the Sick Bank Committee shall meet with the Superintendent, together deciding if an exception is warranted. Such decision is not subject to the grievance procedure.

## ARTICLE XVIII

### TEMPORARY LEAVES OF ABSENCE

- A. The Association and Committee recognize that there may arise from time-to-time situations beyond the control of the teacher which require his/her presence during the period when school is in session. The temporary leave of absence with pay provides the remedy for such difficult situations. Any misuse of the temporary leave of absence with pay shall be considered a major breach of professional ethics and shall be treated appropriately by the Association. The Committee shall consider any misuse as fraud and shall take appropriate disciplinary action.
- B. The entitlements noted in this section are cumulative and are not to be used in any manner except as noted. The Superintendent may provide for an exception to the specific conditions noted in this section, but he/she shall not provide for an increase in the total number of days of entitlement.
- C. Members shall be permitted three (3) personal leave days with pay each school year to be used for personal or legal business, household or family matters, which require the individual to be present during the period when school is in session. Advance notice of forty-eight (48) hours will be required before approval can be given. The Superintendent may waive the forty-eight (48) hour notice requirement in extraordinary circumstances

that would preclude the possibility of providing such notice. Personal days requested during the first or last weeks of school require the approval of the Superintendent.

- D. If a personal day request extends long weekends or vacation weeks, the member must state the reason for the request which must be approved by the Superintendent in advance. In this circumstance, advance notice of five (5) days will be required before approval can be given. The Superintendent may waive the five (5) day notice requirement in extraordinary circumstances that would preclude the possibility of providing such notice.
- E. Teachers will be granted a temporary leave of absence with pay for the celebration of Rosh Hashanah (2 days), Yom Kippur (1 day), Eastern Orthodox Good Friday (1 day), and Western Orthodox Christmas (1 day). This entitlement shall not exceed three (3) days and shall be deducted from sick days and/or personal days.
- F. In the event of a death in the immediate family of a teacher, he/she shall be granted leave with pay in the amount of five (5) working days and such leave shall not be charged to sick leave or vacation leave. Immediate Family: spouse/partner, child, stepchild, father, mother, sister, brother, teacher's grandchildren.

He/she shall be granted leave with pay in the amount of three (3) working days and such leave shall not be charged to sick leave or vacation leave for grandmother, grandfather, mother-in-law, father-in-law, brother-in-law, and sister-in-law, grandparent of spouse/partner, or relative living in the teacher's household.

- G. A teacher will be granted a temporary leave of absence for jury service. The School Committee will pay the teacher's full salary for the first three (3) days of jury service. If a teacher is required to serve more than three (3) days of jury service, the School Committee will make up the difference between jury pay, excluding travel allowance, and the teacher's regular salary.

The teacher upon receipt of notice will immediately inform his/her principal of his/her call to jury duty along with the completion of a leave request form.

A juror service certificate must be presented to the Superintendent upon receipt for verification of wages earned.

## **ARTICLE XIX: Temporary Leave**

### **PARENTAL LEAVE**

- A. A member who has been employed by the Committee for at least three (3) consecutive months will be entitled to a parental leave of absence of eight (8) weeks for the purpose of the birth or adoption of a child, in accordance with the Massachusetts Parental Leave

Act, M.G.L. c. 149, § 105D. Except in the case of emergency, a request for leave shall be made as soon as practicable, and in no event later than two months in advance of the commencement of the leave, and must include notice of intent to return. Upon return to work, the member will be restored to his/her previous position, or a substantially equivalent position.

1. All members will be permitted to use up to 40 days of the member's own accumulated sick leave during a parental leave under this Paragraph. Additional sick leave beyond may be used only in accordance with the requirements for sick leave usage under Article XVI, and upon written certification by the member's attending physician.
  2. Salary increment and sick leave accumulation shall accrue provided the approved parental leave does not exceed ninety-one (91) days during the applicable school year.
  3. If two (2) employees seek parental leave for the birth or adoption of the same child, the employees will be entitled to eight (8) weeks of leave in the aggregate.
- B. In addition to the parental leave set forth in Paragraph A of this Article, members shall be entitled to request and be granted an extended leave without pay or salary increment for a period not exceeding two (2) years immediately following the birth or adoption of a child for reasons of child rearing. A member requesting extended leave under this paragraph shall do so in writing, which shall include the member's requested return date. No change to a member's requested return date will be permitted after April 1<sup>st</sup> in the school year prior to the year of anticipated return.
- C. The parties recognize that, under the Family and Medical Leave Act (FMLA) a member may have the right to additional leave for the birth or adoption of a child beyond the eight (8) weeks set forth in Paragraph A of this Article. It is understood that all leave taken for this purpose – including leave under this Agreement, the FMLA, and M.G.L. c. 149, § 105D – shall run concurrently.
- D. Parental leave cannot be extended by sick bank benefits unless extenuating medical reasons exist and if mutually agreed upon by the Sick Bank Committee and the Superintendent.
- E. The Committee agrees that one (1) member designated by the Association will, upon request, be granted a leave of absence for up to two (2) years without pay for the purpose of engaging in Association (local, state or national) activities. Upon return from such leave, a member will be considered as if he/she were actively employed by the Committee during the leave and will be placed on a salary schedule at the level he/she would have achieved if he/she had not been absent. Sick leave will not accumulate during the period of this leave. Notification of desire to be reinstated as a full-time

teacher must be submitted to the Superintendent before April 15th for the following school year.

- F. Military leave shall be granted on request and shall be subject to state and federal statutes. Notification of desire to be reinstated must be submitted according to statutory limitations.
- G. A leave of absence without pays or increment credit of up to one (1) year will be granted, upon request, for the purpose of caring for a sick member of a teacher with professional status' immediate family. On written request, an additional one (1) year extension may be granted at the discretion of the Committee.
- H. The Committee will grant, upon request, a leave of absence without pay, increment, or sick leave accumulation to the end of the school year following the election of any member with professional status to campaign for or serve in a state or federal public office. Notification of desire to be reinstated as a full-time member must be submitted to the Superintendent before April 15th for the following school year.
- I. A member with professional status may be granted a leave of absence, without pay or increment or sick leave accumulation, for up to one (1) year for health reasons. Requests for such leave will be supported by appropriate medical evidence.
- J. A leave of absence without pay will be granted, upon request, to any member with professional status who joins a full-time exchange teacher program or seeks to undertake a full-time program of advanced study at an accredited college or university. Upon return from such leave, a member will be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence. Sick leave will accumulate at the normal rate. Notification of desire to be reinstated as a full-time teacher must be submitted to the Superintendent before April 15th for the following school year.
- K. A leave of absence without pay or increment may be granted upon request to members with professional status for the purpose of engaging in outside employment. The leave, if granted, shall be for a minimum of one (1) year and a maximum of two (2) consecutive years. Those who take a one (1) year leave may, at the end of the year petition to return to service with no loss of benefits, or to extend the leave for a second year.

A petition for such leave shall be made in writing to the Superintendent no later than March 15 of the year preceding the requested leave.

Such petition shall be in writing to the Superintendent and notification of approval or disapproval shall be made in writing within thirty (30) working days.

A petition to extend the initial leave or to be reinstated for the subsequent year shall be made no later than March 15 of the first year of absence.



Such petition shall be in writing to the Superintendent and notification of approval or disapproval shall be made in writing within thirty (30) working days.

- L. Other leaves of absence may be granted by the Committee.
- M. All benefits to which a member was entitled at the time of his/her leave of absence commenced will be restored to him/her upon his/her return, and he/she will be assigned to the same position which he/she held at the time said leave commenced, if available, or if not, to a substantially equivalent position.
- N. All requests will be applied for in writing at least thirty (30) days in advance and notification or approval or disapproval shall be made in writing.

## ARTICLE XX

### SABBATICAL LEAVES

Sabbatical leaves may be granted for study to a member of the professional staff by the Committee subject to the following conditions:

1. Recommendation by the Superintendent of Schools.
2. No more than one (1%) percent of the professional staff will be on sabbatical leave at any one time.
3. Requests for sabbatical leave must be received by the Superintendent of Schools in writing no later than November 15th; application and pertinent data must be submitted no later than March 1st. Action must be taken on all such requests and applications no later than April 17th of the school year preceding the school year for which the sabbatical leave is requested.
4. The member must have completed at least seven (7) consecutive full years of service in the Auburn School System.
5. Members on sabbatical leave will be paid at fifty (50%) percent of their regular salary rate.
6. The member will agree to return to employment in the Auburn School System for one (1) full year in the event of a semester's leave or two (2) full years in the event of a full year's leave. If this Agreement is broken, all money paid by the Town of Auburn to the member must be returned.

7. Upon return from such approved leave, the member will be placed on the salary schedule as if he or she had served for the year of leave. Sick leave will not accumulate during the period of this leave.
8. Application must be made on a form approved by the School Committee.
9. Any member granted a sabbatical leave shall submit a written report upon completion of leave to the Superintendent. Such a report shall be made to the Superintendent describing the activities involved in the study, the benefit derived by the recipient, and projected benefits to the Auburn Public School System.

## ARTICLE XXI

### EXTENDED RETIREMENT BENEFITS

- A. A declaration of intent to retire or voluntarily separate from employment in the Auburn School System at the end of the next school year shall be submitted to the Superintendent on a form approved by the School Committee. This form, indicating the member's intent to retire, must be submitted on or before October 1st of the school year before the year of intended retirement or voluntary separation and will include notification of the sections of Article XXI for which the member is eligible. Members will have until December 1st of the school year before the year of intended retirement or voluntary separation to rescind such letter. This provision allows for the Superintendent to prepare an accurate budget for consideration by the School Committee prior to meeting the requirement to forward a completed budget to the Town by the first week in January. Any of these requirements may be waived by mutual agreement of the member and the Superintendent.
- B. Credit Day Buy Back  
To be eligible to receive the credit day buy back upon retirement three things must occur. First, the retiring member must have been employed in the Auburn Public Schools prior to June 30, 2012 and have accumulated a minimum of fifteen (15) years of service in the Auburn Public Schools. Second, the retiring member cannot retire anytime other than the end of the school year. Third, the employee must notify the district of his or her intent to retire, not later than October 1<sup>st</sup> of the school year before he/she intends to retire, with the option to rescind such notification by December 1st.

Assuming notification is made to the Superintendent by October 1<sup>st</sup> of the year before retirement, the credit day buy-back payment will be made during the summer of the year of retirement.

If a member does not notify the Superintendent of his/her intent to retire by October 1st of the year before retirement but retires at the end of a school year and meets all other criteria, the member will receive the credit day buy-back in the summer one full year after

retirement.

Calculation of the credit day benefit: For every day of attendance more than one hundred seventy (170) days in each year of service to the Auburn School System, a credit of one-fifteenth (1/15) of one (1%) percent of the final year's salary shall be granted as a salary adjustment for a member's final year of service before retirement or voluntary separation from the Auburn School System.

1. The school day calendar shall be used to determine the number of days in each year of service. Days off for educator's conferences, visiting days, or other days allowed by the Superintendent, or authorized by the School Committee shall be considered as days in school.
2. Sick leave, personal days and any unauthorized absences are not considered days of service.
3. An adjustment of credit days shall be made by the School Committee for earned days during the last year of service.

C. Sick Day Buy Back

Members who have accumulated fifteen (15) years of service in the Auburn School System and who retire or voluntarily leave before age sixty-seven (67) shall be paid thirty dollars (\$30.00) a day for seventy-five (75%) percent of all unused sick days.

In addition to the above criteria, to be eligible to receive the sick leave buy back upon retirement two things must occur. First, the member cannot retire anytime other than the end of the school year. Second, the employee must notify the district of his or her intent to retire, not later than October 1<sup>st</sup> of the school year before he/she wishes to retire, with the option to rescind such notification by December 1st.

Assuming notification is made to the Superintendent by October 1<sup>st</sup> of the year before retirement, the sick leave buy-back payment will be made during the summer of the year of retirement.

If a member does not notify the Superintendent of his/her intent to retire by October 1st of the year before retirement, but retires at the end of a school year, the member will receive the sick leave buy-back in the summer one full year after retirement.

- D. Early Separation Incentive (Effective in the last School Year Prior to Retirement with Notification in the Previous School Year) - Members choosing to end employment in the Auburn School System and eligible to receive less than eighty (80%) percent and more than sixty (60%) percent according to the Teacher Retirement Option A Table, shall receive an early separation payment of twelve (12%) percent of the last year's base salary. Additionally, all employees who wish to enjoy this benefit may only leave the district's employ on one of two distinct days of the school year – either on the day which is precisely at the halfway point of the school year or on the last day of the school year if they wish to receive this benefit.

The number of qualified members receiving this early separation payment in anyone (1) school year shall be a maximum of four (4). If there are more eligible applicants than there are available separation incentive payments, this benefit will be made available to those with the most seniority in the Auburn School System as determined under Article XXIX, Section 1 of this Agreement. Those who are eligible for the benefit but are unable to receive it based upon the seniority provision above, will be notified by April 1 of the year before their separation year and may withdraw their separation notification within thirty (30) calendar days of such notice.

- E. The Auburn Education Association and the Auburn School Committee agree that it may be advantageous for the system and certain members to provide an early separation incentive.

Any member desiring such an incentive will convey his or her interest to the Superintendent and the president of the AEA.

The AEA will represent the member in negotiating the terms of the early separation settlement.

The Auburn School Committee has the option of entering such negotiations with one or any of the interested members. The decision of the Auburn School Committee to enter or not enter negotiations with any member shall not be subject to the grievance procedure.

Negotiations may be terminated at any time by the Auburn School Committee or the individual member. The termination decision shall not be subject to the grievance procedure, mediation, arbitration or any third-party authority.

Waiver of the time requirement for notification of the intent to leave employment in the Auburn School System and become eligible to receive the extended retirement benefit in Article XXI of this Agreement, shall be a component of any individual early retirement incentive settlement.

Any settlement shall be committed to writing, signed by the member and authorized representatives of the School Committee and the Auburn Education Association and will be considered part of this Agreement until such time as the provisions of the negotiated agreement have been executed. Any signed settlement may be cancelled only by mutual agreement of the School Committee and the individual member.

## ARTICLE XXII

### PROTECTION: ASSAULT AND ACCIDENT

- A. Members will immediately report orally all cases of assault or accident suffered by them in connection with their employment to their appropriate supervisor and submit a written report to the Superintendent of Schools.
- B. This report will be forwarded through the Superintendent to the Committee which will comply with any reasonable request from the member for information in its possession relating to the incident or the persons involved not privileged under law and will act in appropriate ways as liaison between the member, the police and the courts.
- C. If civil proceedings are brought against a member alleging that he/she committed an assault in connection with his/her employment, the member shall request that the Committee furnish either town counsel or mutually acceptable counsel. If the Committee does not provide for such counsel and the teacher subsequently prevails in the proceeding, then the Committee will reimburse the member for counsel fees incurred by him/her.
- D. Whenever a member is absent from school because of personal injury caused by an assault arising out of or in the course of his employment, he/she shall be paid his/her full salary up to one calendar year less the amount of any Workmen's Compensation award made for temporary disability due to said injury:
  - 1. Following a grace period of ninety (90) calendar days, such absence shall be charged to annual sick leave or accumulated sick leave.
  - 2. The Committee reserves the right to require a physical examination by a physician of the Committee's choosing.
- E. In the case of absence because of personal injury resulting from an accident arising out of or in the course of his employment, he/she shall be allowed full pay minus whatever Workmen's Compensation payments he/she may receive for the first thirty (30) calendar days which shall not be deducted from his/her accumulated sick leave allowance.
  - 1. If an employee is absent for this cause beyond thirty (30) calendar days, he/she will continue to receive regular school pay minus Workmen's Compensation payments to the limit of his/her accumulated sick leave allowance.
  - 2. The Committee reserves the right to require a physical examination by a physician of the Committee's choosing.
  - 3. An employee who is on worker's compensation (or Injured on Duty) status for a period of more than three (3) consecutive months will not be entitled to earn vacation or sick leave for the period that the employee is on worker's compensation (or Injured on Duty) status after the three (3) months.

## ARTICLE XXIII

### DUES DEDUCTION/AGENCY FEE

- A. The Committee agrees to deduct from the salaries of its employees' dues for the Auburn Education Association, Massachusetts Teachers' Association or the National Education Association, or any one of such Associations as said members individually and voluntarily authorize the Committee to deduct, and to transmit the monies promptly to such Association or Associations. Member authorizations will be in writing and will remain in effect for the effective dates of this contract.

## ARTICLE XXIV

### GRIEVANCE PROCEDURE

#### A. INTRODUCTION

1. It shall be the firm policy of the Committee to assure every member an opportunity to have the unobstructed use of the grievance procedure without fear of reprisal or without prejudice in any manner to his/her employment status.
2. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the salary or working conditions of members provided for in this Agreement.
3. Nothing herein contained will be construed as limiting the right of any member having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

#### B. DEFINITIONS

1. A "grievance" is a claim based upon an event or condition which affects the salary and/or conditions of employment of a member or group of members and/or the interpretation, meaning or application of any of the provisions of this Agreement, or any subsequent agreement entered into pursuant to the Agreement.
2. A "member with a grievance" is the person or persons making the claim.
3. A "party in interest" is the member or members making the claim and any member who might be required to act or against whom action might be taken to resolve the claim.

#### C. GENERAL PRINCIPLES

1. Providing neither a time nor a monetary restriction is imposed on the party in interest, the resolution of a grievance shall be sought through administrative channels through level II (see Section E).
2. Any party in interest may be represented at all stages of the administrative review or the grievance procedure by a member of his/her own choosing. When a member is not represented by the Association, the Association shall have the right to be present and to state its views on or after Level II.
3. Both parties agree that these procedures will be kept as informal and confidential as may be appropriate. All proceedings will be accomplished with the least possible publicity by maintaining professional confidences to curtail any adverse effect on the school system or its members.

D. PROCEDURE

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. During the regular vacation periods, one (1) day per five (5) days shall be added to the time sequences for the Grievance Procedure steps.
3. In the event a grievance is filed on or after June 1st which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon as thereafter as is practicable.
4. If in the act or condition on which the grievance is based occurs between the first calendar day of July and the last calendar day of August, the effective date shall begin as of the first calendar day of September.
5. In those grievances involving a group or class of persons in the building, the Association will submit the grievance to the building principal, thus commencing the grievance procedure at Level I. The Association may process such grievances through all levels of the grievance procedure even though the aggrieved group does not wish to do so.
6. If in the judgment of the Association, a grievance affects a group or class of persons beyond one school building, the Association may submit such a grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level II.
7. If a member with a grievance does not file a grievance in writing and the written

grievance is not forwarded to the Superintendent within thirty (30) calendar days after the person knew or should have known of the act or condition on which the grievance is based, then the grievance will be considered as waived.

8. The failure of a member or members with a grievance to initiate or to proceed to the next step of the grievance procedure within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the grievance. The failure of an administrator at any step to communicate his/her decision to the member with a grievance within the specified time limits shall permit the member with a grievance to proceed to the next step.

#### E. PROCEDURAL STEPS

Decisions rendered at Levels I, II and III of the grievance procedures will be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest. Decision rendered at Level IV will be in accordance with the procedures set forth below.

1. Informal Level: A person with a grievance will first discuss it with his principal and/or immediate supervisor, either directly or through the Association's Representative, with the objective of resolving the matter. If a resolution is not reached within ten school days, then the member may choose to proceed to Level I.
2. Level I: The member with a grievance presents a written statement of his/her grievance to the principal and/or immediate supervisor within five (5) school days of the non-resolution date at the Informal Level. A copy of the Level I grievance should be provided to the Association and the Superintendent of Schools.

The principal and/or immediate supervisor gives a written decision to the member with a grievance within ten (10) school days of receipt of aggrieved member's statement. A meeting between the member with a grievance and his/her principal or immediate supervisor should be held to encourage potential resolution of the grievance at Level I.

3. Level II
  - (a) If the aggrieved person is not satisfied with the disposition of the grievance at Level I, or if no decision has been rendered within ten (10) school days after the presentation of the grievance, the member with a grievance may choose to elevate the grievance to Level II, notifying both the Association and Superintendent of the grievance in writing with the Association within five (5) school days after the decision at Level I.
  - (b) The Superintendent will represent the Committee at this level of the grievance procedure. Within five (5) school days after receipt of the written grievance by



the Superintendent, the Superintendent will meet with the member with a grievance to resolve it. The Superintendent shall render his/her decision in writing to the member and the Association within ten (10) school days after the meeting.

4. Level III

(a) If the member with a grievance is not satisfied with the disposition of his/her grievance at Level II, or if no decision has been rendered within ten (10) school days after he/she has first met with the Superintendent, the person may file the grievance in writing with the Association within five (5) school days after a decision by the Superintendent. Within five (5) school days after receiving the written grievance, the Association will refer it to the School Committee.

(b): Within ten (10) school days after receiving the written grievance, the Committee will meet with the member with a grievance for the purpose of resolving the grievance. The ultimate decision on the grievance at Level III will be rendered by the School Committee.

(c) This Level III of the grievance procedure shall not apply to matters which under the Educational Reform Act of 1993 are within the jurisdiction of the Superintendent of Schools. As to such matters, the member with a grievance may, within fifteen (15) days after meeting with the Superintendent, request in writing the Association to submit the grievance to arbitration.

5. Level IV

(a) If the member with a grievance is not satisfied with disposition of his/her grievance at Level III, or if no decision has been rendered within ten (10) school days after he/she has first met with the School Committee or Superintendent, if it involved a matter under the Ed Reform Act which is within the jurisdiction of the Superintendent of Schools, he/she may, within five (5) school days after a decision is rendered, request in writing the Association to submit his/her grievance to arbitration. If the Association determines that the grievance is meritorious and that submitting it to arbitration is in the best interests of the Auburn School System, it may, by written notice to the Committee, submit the grievance to binding arbitration within fifteen (15) school days after receipt of a request by the member with a grievance.

(b) Within ten (10) school days after such written notice of submission to arbitration, the School Committee, or their representative, and the Association will agree upon a mutually acceptable arbitrator or arbitrators and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators shall be made to the American Arbitration Association in the selection of an arbitrator.

- (c) The arbitrator so selected will confer with representatives of the School Committee and the Association and hold hearings promptly and will issue his/her decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of the final statements and proofs are submitted to him/her unless extended by mutual agreement. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violation of the terms or extends the terms of this Agreement. The arbitrator shall be without power to modify, alter, add to, or subtract from the provisions of this Agreement. The decision of the arbitrator will be submitted to the School Committee and to the Association.
  - (d) The cost for the services of the arbitrator, including per diem expense, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the School Committee and the Association.
6. The award of the arbitrator shall be final and binding upon all parties, subject to the following conditions:
- (a) The arbitrator shall make no award for grievances initiated prior to the effective date of this Article.
  - (b) The arbitrator shall have no power to add to, subtract from, or modify this contract or the legal prerogatives of the School Committee and the Charter, Ordinances and Statutes concerning the School Committee either actually or effectively.
  - (c) The arbitrator shall only interpret such items and determine such issues as may be submitted to him by the written agreement of parties.
  - (d) Grievances may be settled without precedent at any stage of the procedure until the issuance of a final award by the arbitrator, upon mutual agreement.
  - (e) Appeal may be taken from the award to the Worcester Superior Court.
7. Appeal from the arbitrator's award may be made to the Superior Court on any of the following bases, and said award will be vacated by the Court and another arbitrator shall be appointed to determine the merits if:
- (a) The award was produced by corruption, fraud, or other undue means.
  - (b) There was evident partiality by an arbitrator, appointed as a neutral, or corruption by the arbitrator, or misconduct prejudicing the rights of any party.

- (c) The arbitrator exceeds his powers by deciding the case upon the issues other than those specified in section 6 (b) and (c) or exceed his jurisdiction by deciding a case involving non-greivable matters, or rendered an award requiring the School Committee, its agents or representatives, or the grievant to commit an act to engage in conduct prohibited by law as interpreted by the Courts of this Commonwealth.
- (d) The arbitrator refused to postpone the hearing upon a sufficient cause being shown therefore or refused to hear evidence material to the controversy or otherwise so conducted the hearing as to prejudice substantially the rights of a party.
- (e) There was no arbitration agreement on the issues that the arbitrator determined, the parties having agreed only to submit those items to arbitration as the parties had agreed to in writing prior to the appellant party did not waive his/her objection during participation in the arbitration hearing.

8. Waiver, Admission and Termination

- (a) Waiver - Failure of a member with a grievance to comply with any of the provisions of this Article shall be deemed to be a waiver of the right to seek resolution of the grievance under the terms of the Agreement. In determining whether there has been such failure to comply with any of the provisions of this Article, time shall be deemed to be of the essence, and any failure of the member with a grievance to comply with any of the time limits prescribed herein shall be deemed to be such failure to comply with the provision of this Article: provided that the time limits prescribed herein may be extended in any specific instance by mutual written agreement of the parties.
- (b) Admission - The resolution of a grievance by the School Committee, or any of its designees, shall not be deemed to be an admission by the School Committee that the grievance has, for any other purpose or proceeding, standing as a grievance, or be an admission by the School Committee or any violation or breach of the terms of this Agreement, or be an admission by the School Committee that such grievance is cognizable or justifiable according to any applicable provisions of the laws of the Commonwealth.
- (c) Termination - If any member and/or members of the bargaining unit shall initiate in any administrative forum other than the Labor Relations Commission or in any judicial forum any proceeding that relates to any matter that is the subject of a grievance in respect of which such member or members is or are the grievant while any proceeding in respect of such grievance is pending, the proceeding shall terminate as of the date of the initiation of such other administrative or judicial proceeding and the grievance procedures aforesaid shall be inapplicable to such grievance.

9. Release time for members of the bargaining unit - It is understood that grievances will ordinarily be processed during working days; the parties therefore agree that, whenever the work schedules of the grievant, of any Association representative and of any material witnesses who are members of the bargaining unit so require, such participants shall be given so much release time from their scheduled work assignments as the Superintendent shall determine is necessary for attendance at any hearing, meeting or other procedure that shall be required for the processing of any grievance.
10. Any grievance and/or other legal action initiated prior to the effective date of this Agreement shall follow the procedures under which it originated.

## ARTICLE XXV

### NO STRIKE - NO LOCKOUT

- A. Neither the Association nor any of its agents nor any of its members will individually, collectively, concertedly, or in any manner whatsoever engage in, incite, participate in, aid or condone, whether directly or indirectly, any strike, sit-down, stay-in, slowdown, work stoppage, withholding of services or other interference with delivery of services, or resort for relief to any form of self-help or other direct or indirect action which would have the effect of depriving the Auburn School System of contractual services during the term of this Agreement and the Auburn School Committee agrees that during the term of this Agreement it will not lockout any of the employees covered by this Agreement.
- B. The Auburn School Committee retains the right to discharge or otherwise discipline employees in the bargaining unit who have given direction to, either negatively or positively, or have in any manner and to any extent committed acts prohibited by the provisions of this Article. The Auburn School Committee shall have the right to discipline all or any employees and to administer different penalties, or to refrain from taking such disciplinary action for violations of the provisions of this Article. The association shall have the right to protest and appeal any action constituting discipline administered to an employee by the Auburn School Committee under this paragraph; however, the only issue which can be the subject of a grievance is limited to whether the employee has, to any extent, committed acts prohibited by the provisions of this Article.
- C. If any controversy or dispute of any nature arises between the Auburn School Committee, their employees and unions representing these employees or attempting to represent such employees, and further that if any controversy or dispute of any nature arises between the Management of any company performing work for the Auburn School Committee and/or on Auburn School Department premises, or for the School Committee under other conditions, their employees covered by this Agreement and the unions representing those employees or attempting to represent such employees, or any company which supplies materials to the School Department, their employees or attempting to represent such employees, such controversy or dispute shall not affect in

any way the rights and obligations of the parties herein established by this Agreement; and if any such controversy or dispute results in or threatens to result in any strike, stoppage of work, or other interference with the delivery of services, the Parties hereto agree to abide by all the provisions of this Article (No Strike - No Lockout clause) of this Agreement and to fulfill their obligations in accordance with the terms of this Agreement.

- D. Neither the violation of any provision of this Agreement nor the commission of any act constituting an unfair labor practice or otherwise made unlawful by any federal, state or local law shall excuse employees, the Association of the Auburn School Committee from their obligations under the provisions of this Article.
- E. The Auburn School Committee retains the right to recover from the Association and the Association retains the right to recover from the School Committee such damages as either may suffer by reason of a violation of the provisions of this Article through the grievance and arbitration procedures as established by this Agreement.

#### **ARTICLE XXVI**

##### **SAVING CLAUSE**

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by the law, but all other provisions or applications will continue in full force and effect. The parties shall at that time enter collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

#### **ARTICLE XXVII**

##### **STABILITY OF AGREEMENT**

The failure of the School Committee or the Association to insist in any one or more incidents, upon performance or any of the terms or conditions of this Agreement, shall not be considered as a waiver by the Committee or the Association of any such term or condition, and the obligation of the Committee and the Association to such future performance shall continue in full force and effect.

#### **ARTICLE XXVIII**

##### **RESIGNATION**

An AEA member resigning during the school year from her/his position must provide written notice at least 30 days prior to her/his intended last day in the Auburn Public Schools.

## XXIX

### REDUCTION IN FORCE

Reduction in force (RIF) is the process by which one or more members with professional status are laid off. The Auburn School Committee and the Auburn Education Association agree that the primary consideration in RIF shall be a balance between the maintenance of a sound educational program consistent with the functions and responsibilities of the School Committee and the retention of members with professional status based on seniority. These procedures do not change or modify conditions already noted in the current ASC/AEA Agreement.

#### INTRODUCTION

- A. In the event it should become necessary for the School Committee to reduce the number of members through RIF, initial reductions shall be accomplished through normal attrition. The order for RIF shall be as follows:
1. Temporary employees.
  2. Teachers without professional status.
  3. Teachers with professional status.
- B. If it becomes necessary to reduce the number of members with professional status through RIF, such reduction shall be accomplished in order of least seniority in the Auburn School System and shall apply to all active members. Those members who have the least seniority shall be RIF'd first.
- C. Certified shall mean that the member has on file with the Superintendent's Office, evidence that he/she possesses from the Massachusetts Department of Elementary and Secondary Education certification in the appropriate area. Evidence must be furnished to the Superintendent's Office no later than the expiration date for challenges to the official seniority list.

#### I. SENIORITY

Seniority shall be determined by a teacher's length of uninterrupted service in years, months, and calendar days as teacher in the Auburn School System as determined first, by the initial date of service, and if these be equal, second, from the date of appointment by the Superintendent.

1. Except for military leave, a member on leave of absence shall be considered as an active member for purposes of RIF.
2. Only those leaves of absence granted for less than one-year, military leaves, and

sabbatical leaves shall be credited toward seniority.

3. All other authorized leaves shall not interrupt service but shall not be credited toward seniority.
4. When it becomes necessary to reduce the number of tenured members (RIF), such reduction shall be accomplished in the order of least seniority in the Auburn School System.
5. Should seniority as defined in this section be equal, a determination of which member shall fill a position shall be made by lottery.

## II. REDUCTION IN FORCE

A RIF'd member with professional status shall be allowed to replace another member with professional status who has less seniority in any teaching position or vacancy for which the RIF'd member is certified.

An annual seniority list by certification and level will be prepared by the Superintendent and forwarded to the President of the Association no later than October 31 of each year. If no challenge to the list is made within 30 days of the receipt of this list, the list will stand, and the order thereon be followed for any staff reduction to take place during that year. The list will be in the following format:

<u>Name</u>	<u>Date of Hire</u>	<u>Certification(s)</u>	<u>Expiration</u>

## III. RECALL

Members who are RIF'd will be considered for re-employment during the school year they are laid off plus the following school year, and they will be considered in reverse order of layoff to fill openings as such openings arise.

1. RIF'd members with professional status shall be given the opportunity to fill any open teaching positions for which they are certified.
2. It shall be the responsibility of members who are RIF'd to notify the School Department of their current address and of their desire to be recalled if openings arise.
3. A seniority list shall be available to the Association.

## ARTICLE XXX

### STANDARD RATE

The Standard Rate shall be thirty-five dollars (\$35.00) per period or per hour, whichever is applicable. This rate will apply for before and after school supervision, time spent covering for a member in her/his absence, for members' required attendance at professional development trainings/curriculum writing/work offered outside of the regular school calendar or workday, or for payment to members for school-sponsored tutoring, whether provided at school, in a hospital, or in the student's home.

**ARTICLE XXXI**

**EXTENDED SESSION RATE**

The Extended Session Rate shall be forty-five dollars (\$45.00) per hour. This rate recognizes the need for members to plan and execute lessons, assess student progress and convey the same in writing and/or verbally to the Summer School Director, Assistant Superintendent for Teaching, Learning and Curriculum, Building Principal and the students' parents.

**ARTICLE XXXII**

**INSURANCE**

Members of the collective bargaining unit shall be covered by the Town's health insurance plan in accordance with Chapter 32B of the Massachusetts General Laws. Effective July 1, 2021, each member of the association will pay 25% of their health insurance cost, while the Town will pay 75%. This language alters the memorandum of agreement between the Committee and the AEA dated May 24, 2012 and located on page 55 herein.

**Article XXXIII**

**Other Post-Employment Benefits (OPEB)**

All employees hired on or after July 1, 2021, will pay 2% into the Other Post-Employment Benefits (OPEB) account for ten (10) years. The 2% payment will be deducted from the employees' paycheck and deposited into the Town's OPEB Trust Fund.

**ARTICLE XXXIV**

**TERM OF AGREEMENT**



This Agreement shall be in full force and effect for a term of three (3) years, beginning July 1, 2021, and ending June 30, 2024.

- A. If the School Committee proposes a different manner of scheduling students and/or teachers, the pertinent provisions of this Agreement will be re-opened by the parties to accommodate the new scheduling programs.

## APPENDIX A

### BASIC SALARY SCHEDULE PLACEMENT

- I. Placement on the salary schedule shall be made in accordance with the requirements for the level of professional training as defined by this Agreement. The number of years of creditable experience shall be determined by the Superintendent. When a member changes either of these conditions, adjustments shall be made effective in September of the next school year.
- II. There shall be three (3) major categories of professional training:
  1. Bachelor's Degree
  2. Master's Degree
  3. Master's Degree plus thirty (30) graduate hours
- III. All graduate level courses for which a member is seeking either reimbursement or eventual salary advancement credit, must be approved by the Superintendent prior to the class beginning.
- IV. To be eligible for either course reimbursement or salary advancement, the member must provide evidence from the college or university that a grade of 3.0/B or higher was earned.
- V. Approved graduate credits accrued by each member for salary credit shall be recorded by September 1st of each year in the personnel file of each teacher at the Office of the Superintendent of Schools. Each member will be responsible for furnishing evidence substantiating his earned credits and for reporting changes in degree status.
- VI. A differential payment shall be paid at each step of the Bachelor level upon completion of fifteen (15) credits approved by the Superintendent of Schools and completed prior to September of the year such increment shall become effective.
- VII. Placement on the master's schedule may be accomplished either through an earned master's degree or upon completion of thirty (30) credits approved by the Superintendent of Schools. To be valid for salary credit, all courses shall have been approved prior to student matriculation and completed prior to September of the year such increment shall become effective.
- VIII. Placement on the master's degree plus fifteen (15) graduate hours step (M+15) may only be accomplished by the completion of an approved master's degree program and 15 pre-approved graduate credits beyond that degree.

Members currently employed by the Auburn Public Schools and at the B.A. +45 step as of June 30, 2009, will not be subject to this provision.

- IX. Placement on the master's degree Schedule plus thirty (30) graduate hours may be accomplished in any of three (3) ways:
1. Completion of an earned Certificate of Advanced Graduate Study (C.A.G.S.) in the discipline taught or a related discipline.
  2. Completion of a master's degree earned after the master's degree schedule has been attained in the discipline taught or a related discipline.
  3. Completion of thirty (30) hours of graduate study, after completion of a master's degree, in the discipline taught or a related discipline, with prior approval of the Superintendent, at any accredited institution of higher learning. The Superintendent's determination under this section may be appealed to the School Committee. The finding of the School Committee shall not be subject to the grievance procedure.
- X. A differential payment shall be paid at each step of the master's level upon completion of fifteen (15) credits beyond an approved master's degree program. Members currently employed by the Auburn Public Schools and at the B.A.+45 step on June 30, 2009, will be exempt from this requirement.
- XI. A differential of five-hundred dollars (\$500.00) will be paid to all members of the bargaining unit who have earned Master's + 45/CAGS. A differential of seven-hundred and fifty dollars (\$750.00) will be paid to all members of the bargaining unit who have earned Master's + 60. A differential of one thousand five hundred (\$1,500.00) dollars will be paid to all members of the bargaining unit who have been awarded a Doctorate degree from an accredited institution of higher learning. Differentials are not cumulative.
- XII. A differential of one thousand (\$1,000.00) dollars will be paid to members of the bargaining unit who have successfully completed and have been awarded the credential of National Board-Certified Teacher.
- XIII. To be eligible for advancement on the salary schedule, professional staff must submit written notification of expected course or program completion to the Superintendent of Schools by October 1<sup>st</sup> preceding the placement on advanced salary schedule. Placement on advanced salary schedule shall be effective at the beginning of the school year following receipt of notification to the Superintendent of Schools and successful completion of coursework.
- XIV. In order for non-professional status members to advance on the salary schedule, they must be certified, per Department of Elementary and Secondary Education (DESE) criteria, in the area to which they are assigned. In addition, if a member is on a waiver or is working toward his/her full certification, as required by the DESE, his/her years of service do not count toward seniority, nor toward professional status, until such

certification is in place. A member who maintains appropriate certification for 91 days or more in a given school year is said to have been certified for that year, thus earning salary advancement, a year toward professional status, and seniority.

### BASIC SALARY SCHEDULE PLACEMENT

Placement on the salary schedule shall be made in accordance with the level of professional training as defined by this Agreement. Members can move horizontally on the salary credits. Members will be allowed to move one (1) step a year as they move vertically on the salary schedule.

The below scenarios assume compliance with Appendix A, X, as noted above.

Examples: A member has fifteen (15) years of experience in Auburn. The member is now on BA Step 7 for the 2021-2022 school year. He/she has completed an additional fifteen (15) credits of professional study. During the 2022-2023 school year the teacher will be placed on the BA +15 level, Step 8. (Such movement assumes the required form for a lane change has been received by Central Office on or before the due date.)

A member has twenty (20) years of experience and is presently placed on the MA schedule Step 11 for the 2021-2022 school year. A member who completes thirty (30) credits or another MA within the year would be placed on the MA30 level at Step 12. This member would have moved over two (2) columns but advanced one (1) step. (Such movement assumes the required form for a lane change has been received by Central Office on or before the due date.)

Placement on the salary schedule shall be made in accordance with the requirements for the level of professional training as defined by this Agreement. For initial placement only, the number of years of creditable service shall be determined by the Superintendent. When a member changes either the level of professional training or their years of experience, adjustments shall be made effective in September of the next school year.

**APPENDIX B**

**MEMBERS' SALARY AGREEMENT**

**2021-2022 – (0% COLA)**

<b>Step</b>	<b>BA</b>	<b>BA15</b>	<b>MA</b>	<b>MA15</b>	<b>MA30</b>
1	48,796	50,579	53,678	55,527	57,109
2	49,752	51,567	54,731	56,889	58,561
3	50,883	52,833	56,074	58,285	61,199
4	51,960	54,646	58,825	59,714	63,839
5	54,918	55,678	61,979	62,914	69,378
6	55,790	58,685	65,619	65,995	71,359
7	61,139	63,073	67,870	69,230	73,336
8			70,968	73,395	75,907
9			73,036	76,363	77,753
10			76,457	79,621	79,907
11			79,082	82,003	82,624
12			79,473	83,607	85,033
13			81,014	85,161	87,514
14			86,749	89,483	91,915
15			88,550	91,326	93,794

**2022-2023 (1.75% COLA)**

Steps	BA	BA15	MA	MA15	MA30
1	49,650	51,464	54,617	56,499	58,108
2	50,623	52,469	55,689	57,885	59,586
3	51,773	53,758	57,055	59,305	62,270
4	52,869	55,602	59,854	60,759	64,956
5	55,879	56,652	63,064	64,015	70,592
6	56,766	59,712	66,767	67,150	72,608
7	62,209	64,177	69,058	70,442	74,619
8			72,210	74,679	77,235
9			74,314	77,699	79,114
10			77,795	81,014	81,305
11			80,466	83,438	84,070
12			80,864	85,070	86,521
13			82,432	86,651	89,045
14			88,267	91,049	93,524
15			90,100	92,924	95,435

**2023-2024 (2.25% COLA)**

Steps	BA	BA15	MA	MA15	MA30
1	50,767	52,622	55,846	57,770	59,416
2	51,762	53,650	56,942	59,187	60,926
3	52,938	54,967	58,339	60,639	63,671
4	54,059	56,853	61,201	62,126	66,418
5	57,136	57,927	64,483	65,455	72,180
6	58,044	61,056	68,270	68,661	74,241
7	63,609	65,621	70,612	72,026	76,298
8			73,835	76,360	78,973
9			75,986	79,448	80,894
10			79,545	82,837	83,135
11			82,276	85,315	85,961
12			82,683	86,984	88,468
13			84,286	88,601	91,049
14			90,253	93,098	95,628
15			92,127	95,015	97,583

**APPENDIX C (2.25% increase to be made in the 2023-2024 school year)**

Position	2021-2022	2022-2023	2023-2024 **+2.25%
<b>Bryn Mawr / Pakachoag / SWIS</b>			
Primary Technology Facilitators (2)	1034	1034	1057
Primary Level Teachers in Charge (2)	3558	3538	3638
Primary Level Grade Level Lead Teachers (1 per grade per school)	1779	1779	1819
Primary/Intermediate Counseling Lead (PK-5)	1779	1779	1819
Primary STEM/TECH Club	650	650	665
Primary / Intermediate Media Center Coordinators (3)	500	500	511
Primary Beginner Band	650	650	665
Primary Art Club	650	650	665
Intermediate Band	650	650	665
Intermediate Art	650	650	665
Intermediate STEM/TECH Club	650	650	665
Intermediate Technology Facilitators (2)	1034	1034	1075
Intermediate Grade Level Lead Teachers (1 at each grade)	3558	3558	3638
<b>Auburn Middle School</b>			
Middle/High School Tech/Engineering Department Head	3558	3558	3638
Middle/High School Foreign Language Department Head	3558	3558	3638
Middle School English Department Head	3558	3558	3638
Middle School Guidance Department Head	3558	3558	3638
Middle School Math Department Head	3558	3558	3638
Middle School Science Department Head	3558	3558	3638
Middle School Social Studies Department Head	3558	3558	3638
Middle School SPED Department Head	3558	3558	3638
Middle School Unified Arts Department Head	3558	3558	3638
Middle School Play Musical Director	650	650	665
Middle School Tech Director (Play)	325	325	332
Middle School Set Design & Construction (Play) (2)	650	650	665
Middle School Play Director	1605	1605	1641
Middle School Assistant Play Director	650	650	665
Middle School Jazz Band Director	1100	1100	1125
Middle School Select Choir Director	1100	1100	1125
Middle School Young Engineer Advisors (3)	850	850	870
Middle School Yearbook and Business Manager	850	850	870

Middle School Technology Facilitators (2)	1525	1525	1560
Middle School Junior National Honor Society Advisors (2)	850	850	870
Middle School Student Council Advisor	1000	1000	1023
Middle School Ski Club Advisors (2)	900	900	920
Middle School Audio Visual Club	850	850	870
Middle School Robotics Club Advisor	850	850	870
Middle School Rockets to Rockets (2)	650	650	665
Middle School Newspaper Advisors (2)	450	450	460
Middle School Math Team Advisors (2)	850	850	870
Middle School Great Books Advisors (2)	600	600	615
Middle School Book Club Advisor	850	850	870
Middle School Intramural Sports	850	850	870
Middle School Art Club Advisor	850	850	870
Middle School Games Club Advisor	325	325	332
Middle School Spanish Club Advisor	850	850	870
Middle School Virtual High School Advisor	850	850	870
<b>Auburn High School</b>			
High School English Department Head	3558	3558	3638
High School Guidance Department Head	3558	3558	3638
High School Math Department Head	3558	3558	3638
High School Science Department Head	3558	3558	3638
High School Social Studies Department Head	3558	3558	3638
High School SPED Department Head	3558	3558	3638
High School Testing Coordinator	3500	3500	3579
<b>High School Scholarship Chairperson</b>	2500	2500	2556
<b>High School Senior Class Advisors (2)</b>	1605	1605	1641
<b>High School Junior Class Advisors (2)</b>	1350	1350	1380
<b>High School Sophomore Class Advisors (2)</b>	1070	1070	1095
<b>High School Freshman Class Advisors (2)</b>	850	850	870
<b>High School Freshman Academy Advisors (2)</b>	850	850	870
<b>High School National Honor Society Advisors (2)</b>	1000	1000	1023
<b>High School Tri-M Honor Society Advisors (2)</b>	850	850	870
<b>High School Math Team Advisors (2)</b>	850	850	870
<b>High School Marching Band Co-Directors (2)</b>	2000	2000	2045
<b>High School B/F Ensemble (Marching Band) (2)</b>	2000	2000	2045
<b>High School Color Guard Instructor (Marching Band)</b>	2000	2000	2045
<b>High School Winter Guard (2)</b>	1000	1000	1022
<b>High School Visual Design Instructor (Marching Band)</b>	1000	1000	1022
<b>High School Front End Director (Marching Band)</b>	1000	1000	1022



High School Acapella Director	1450	1450	1483
High School Jazz Band Director	1725	1725	1763
High School Pit Orchestra Director (play)	1111	1111	1136
High School Play Director (2)	1605	1605	1641
High School Musical Director	1605	1605	1641
High School Music Activities	1579	1579	1604
High School Rocket Band	3000	3000	3068
High School Tech Director (play)	1111	1111	1136
High School Students for the Environment	650	650	665
High School Student Government Advisors: WTP (2)	1350	1350	1380
High School Student Council Advisors (2)	1605	1605	1641
High School WGBH Quiz Show Advisor	650	650	665
High School Model UN Advisors (2)	1300	1300	1329
High School Ski Club Advisors (2)	880	880	900
High School Virtual High School Teacher	6357	6357	6500
High School Select Choir Director	850	850	870
High School Drama Club Advisor	550	550	564
High School Science Olympiad Advisor	850	850	870
High School Technology Facilitators (2)	1034	1034	1057
High School Video Yearbook Advisor	1500	1500	1535
High School Photography Club	650	650	665
High School Launch Pad Advisor	1200	1200	1227
High School Students for Diversity (2)	750	750	767
High School Cauldron Business Manager	860	860	880
High School Cauldron Advisors (2)	1550	1550	1585
High School Graduation Assistant	650	650	665
High School International Club	650	650	665
High School AV Coordinator	1525	1525	1559
High School Art Club Advisor	850	850	870
High School Alliance for Basic Dignity Club Advisors (2)	650	650	665
High School Best Buddies (2) (Rocket to Rocket)	650	650	665
High School Chess Club Advisor	650	650	665
High School Fish and Game Club Advisor	650	650	665
High School Game Club Advisor	650	650	665
District Positions			
APS Mentors	1100	1100	1125
APS Mentor Coordinators (2)	1605	1605	1641
APS EL Liaison	3558	3558	3638
APS Fine Arts Director (K-12)	3558	3558	3638

APS Physical Education/Health Department Head	3558	3558	3638
*APS Standard Rate / APS Summer School Rate	*35/45 hr.	*35/45hr.	*35/45hr.

Appendix C - AMS/AHS Coaches

Auburn High School Coaching Positions	2021-2022	2022-2023	2023-2024
AHS Varsity Football Coach	6044	6044	6180
AHS Varsity Assistant Football Coach (5)	3986	3986	4075
AHS Varsity Soccer Coach (1 Boys and 1 Girls)	4158	4158	4251
AHS Assistant Soccer Coach (1 Boys and 1 Girls)	2749	2749	2810
AHS Junior Varsity Soccer Coach (1 Boys and 1 Girls)	2749	2749	2810
AHS Field Hockey Coach	4158	4158	4252
AHS Assistant Field Hockey Coach	2749	2749	2810
AHS Junior Varsity Field Hockey Coach	2749	2749	2810
AHS Golf (Boys and Girls)	2887	2887	2952
AHS Cross Country (Boys and Girls)	3102	3102	3175
AHS Varsity Cheerleading Fall / Winter	2105	2105	2152
	2105	2105	2152
AHS Basketball Coach (Boys and Girls)	4909	4909	5019
AHS Assistant Basketball Coaches (2 Boys / 1 Girls)	3239	3239	3311
AHS Junior Varsity Basketball Coach (1Boys / 1 Girls)	2749	2749	2810
AHS Boys Ice Hockey (Boys and Girls)	4909	4909	5019
AHS Assistant Ice Hockey Coach (Boys and Girls)	3239	3239	3312
AHS Junior Varsity Ice Hockey Coach (Boys and Girls)	3239	3239	3312
AHS Indoor Track (Boys and Girls)	3044	3044	3072
AHS Indoor Track Assistant (Boys and Girls)	2055	2055	2101
AHS Varsity Baseball Coach	4173	4173	4267
AHS Varsity Baseball Assistant Coach	2744	2744	2805
AHS Junior Varsity Baseball Coach	2744	2744	2805
AHS Varsity Softball Coach	4173	4173	4266
AHS Varsity Softball Assistant	2744	2744	2805
AHS Junior Varsity Softball Coach	2744	2744	2805
AHS Varsity Lacrosse Coach (Boys and Girls)	4173	4173	4267
AHS Varsity Assistant Lacrosse Coach (Boys and Girls)	2744	2744	2805
AHS Spring Track Head Coach (Boys and Girls)	4173	4173	4266
AHS Spring Track Assistant Head Coach (Boys and Girls)	2744	2744	2805
AHS Varsity Tennis Head Coach (Boys and Girls)	2945	2945	3011

<b>AHS Summer Weight Room Supervisor</b>	<b>2033</b>	<b>2033</b>	<b>2080</b>
<b>AHS Unified Track Spring Head Coach</b>	<b>1017</b>	<b>1017</b>	<b>1039</b>
<b>AHS Unified Track Spring Assistant Coach</b>	<b>508</b>	<b>508</b>	<b>519</b>
<b>AHS Unified Fall Basketball Head Coach</b>	<b>1017</b>	<b>1017</b>	<b>1039</b>
<b>AHS Unified Fall Basketball Assistant Coach</b>	<b>508</b>	<b>508</b>	<b>519</b>
<b>AHS FALL ESPORTS Head Coach</b>	<b>1250</b>	<b>1250</b>	<b>1278</b>
<b>AHS SPRING ESPORTS Head Coach</b>	<b>1250</b>	<b>1250</b>	<b>1278</b>
<b>AUBURN MIDDLE SCHOOL Coaching Positions</b>			
<b>AMS Head Football Coach</b>	<b>1042</b>	<b>1042</b>	<b>1065</b>
<b>AMS Assistant Football Coach</b>	<b>1042</b>	<b>1042</b>	<b>1065</b>
<b>AMS Cross Country (Boys and Girls)</b>	<b>1042</b>	<b>1042</b>	<b>1065</b>
<b>AMS Head Field Hockey Coach</b>	<b>1042</b>	<b>1042</b>	<b>1065</b>
<b>AMS Assistant Head Field Hockey Coach</b>	<b>1042</b>	<b>1042</b>	<b>1065</b>
<b>AMS Basketball (Boys and Girls)</b>	<b>1042</b>	<b>1042</b>	<b>1065</b>
<b>AMS Head Ice Hockey Coach (Boys and Girls)</b>	<b>1042</b>	<b>1042</b>	<b>1065</b>
<b>AMS Winter Head Cheerleading Coach</b>	<b>1042</b>	<b>1042</b>	<b>1065</b>

\* See Article XXX for when Standard Rate applies

Standard Rate and Extended Session payments for academic, both school year and District-sponsored summer academic programming, and "during the day supervision" should be factored into early retirement.

\*\* Appendix C adjustments, equal to the last year's increase for the three-year agreement, shall be made in the final year of each contract, assuming it is for a minimum three-year term.

As part of their supervisory responsibilities and with appropriate training, department heads/curriculum coordinators will be required to conduct classroom observations and lead follow-up discussion with department colleagues around teaching and learning and district and building-based curriculum and professional development initiatives. At a minimum, department heads/curriculum coordinators will observe each member within his/her department once per trimester, however they are encouraged to visit more often the classrooms of any non-professional status teachers to provide additional guidance as our goal is to fully support all teachers, especially those new to the profession or to the Auburn Public Schools. Any notes taken during observations will be given only to the teacher. Such discussions between department heads/curriculum coordinators and department members will not be part of the formal evaluation system.

During the terms of this contract all club/activities advisors will complete an activity/club job description form to be sent to the central office. A format will be distributed by the Superintendent's Office.

Where appropriate, all club/activities advisors will be required to develop and implement an evaluation/feedback form yearly, approved by administration. A summary of those results shall be forwarded to administration.

Newly/proposed clubs/activities may be introduced during this contract; however, they must receive prior approval from administration and School Committee before implementation. Requests are to be made in writing through administration on the appropriate form.

Additional after-school clubs/activities at the ratio of one club/activity per 100 students.

The club/activity would have to be:

- Recommended by the Principal
- Approved by the Superintendent
- Meet for a minimum of 15 weeks/or pro-rated if for a shorter time – especially at the intermediate schools
- Have at least 10 members
- Be supervised/run by a member of the current teaching staff

The club/activity advisor would be paid the average rate or going rate of most of the other clubs in Appendix C (\$600), or pro-rated because of the shorter time frame.

The number of clubs to be added each year is to be determined by the Superintendent of Schools, with notification provided to the Auburn Education Association (AEA) via posting.

It is understood during the term of this contract that Appendix C positions are posted annually and appointed by administration for one (1) year terms. If the same individual holds the same position for three (3) consecutive years and seeks to continue in the same position, building administration will interview all interested parties prior to granting any individual a fourth consecutive year. This process would occur again at the conclusion of year six (6), nine (9), twelve (12), for example.

## **SIDE LETTER**

### **IMPACT OF SCHOOL CONSTRUCTION**

This letter is to confirm that the School Committee recognizes that on-going construction on the schools may from time to time affect working conditions of teachers. Accordingly, the Committee agrees that upon request of the Association, it will promptly plan for its representatives to negotiate with Association representatives over any construction related impacts on working conditions identified by the Association.

## **SIDE LETTER**

The AEA and the School Committee agree to continue discussions about potentially altering select AEA members' schedules, to better address student needs, once more formalized proposals are in place. Such discussions will not constitute a full reopening of the contract

## **MEMORANDUM OF AGREEMENT**

**BETWEEN**

**AUBURN SCHOOL COMMITTEE**

**AND**

**AUBURN EDUCATION ASSOCIATION/ MTA/NEA**

*(Regarding Settlement Agreement dated June 9, 2009)*

**(2012)**

**WHEREAS**, the Auburn Education Association/MTA/NEA (the "Association") and the Auburn School Committee (the "School Committee") are parties to a Collective Bargaining Agreement covering the period July 1, 2009, to June 30, 2012.

**WHEREAS**, on or about June 9, 2009, the Association and the School Committee entered into a Settlement Agreement (the "Settlement Agreement") which provided for resolution of two unfair labor practice charges filed by the Association against the School Committee regarding changes in

the Town of Auburn's health insurance premium contribution rates (Case Nos. MUP-06-4811 and MUP-06-4812).

**WHEREAS**, the Association and the School Committee have negotiated regarding changes to the Settlement Agreement.

**NOW, THEREFORE**, the Association and the School Committee agree that the Settlement Agreement shall be modified, as follows:

1. The parties agree that notwithstanding any provision to the contrary in the Settlement Agreement, effective July 1, 2013, all bargaining unit members who participate in the Town's individual health insurance plans shall pay a premium percentage contribution rate of 24% (i.e., the Town pays 76% and the bargaining unit member pays 24%) for an individual health insurance plan; provided, however, that effective upon the date of execution of this Agreement through July 1, 2013, if bargaining unit members who have no insurance or those who currently participate in a family plan of insurance either enroll in or change to an individual plan of insurance, those bargaining unit members shall be required to pay the current premium contribution rate of 24%.
2. The parties further agree that Article XXX, Health Insurance of the Collective Bargaining Agreement will be amended by deleting the existing language and inserting the following language in place thereof:

Members of the collective bargaining unit shall be covered by the Town's health insurance plan in accordance with Chapter 32B of the Massachusetts General Laws.

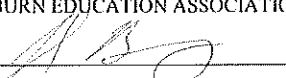
This Agreement has been executed by the duly authorized representatives of the Auburn School Committee and the Auburn Education Association/MTA/NEA.

AUBURN SCHOOL COMMITTEE

By: 

Dated: 5/24/12

AUBURN EDUCATION ASSOCIATION

By: 

Dated: 5/24/12

MEMORANDUM OF AGREEMENT

This Agreement, is entered into by and among the Educational Association of Auburn (hereafter "AEA") and the Auburn Public Schools (hereafter "District")

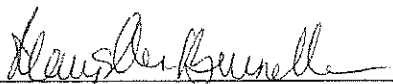
WHEREAS the Department of Elementary and Secondary Education (DESE) has adopted new regulations pertaining to the evaluation of educators covered under the collective bargaining agreement between the Association and the District; and

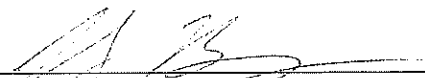
WHEREAS the Department of Elementary and Secondary Education has developed and provided a model evaluation tool/process to meet the above mentioned regulations; and

NOW, THEREFORE, the Association and District hereby agree to the following:

1. The DESE model evaluation tool/process will be implemented to replace the current evaluation tool used by the Auburn Public Schools.
2. The implementation of the DESE model will take place beginning in the 2012-2013 school year and be fully implemented within the timelines established by the DESE regulations.
3. As noted in the model contract language provided by DESE and adopted by mutual agreement of both parties (AEA and the District), "the parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties."

EXECUTED under seal this 25<sup>th</sup> day of May, 2012.

  
\_\_\_\_\_  
Maryellen Bfunelle, Ed.D., Superintendent of Schools

  
\_\_\_\_\_  
Jeffrey Berg, AEA President



## **Appendix D – Auburn School Nurses Agreement**

### **Article I - Preamble**

Recognizing that our prime purpose is to provide health services of the highest possible quality in support of the educational program for children of Auburn and that good morale within the school nursing staff of Auburn is essential to the achievement of that program, we, the parties of this Agreement declare that:

- A. Under the laws of the Commonwealth of Massachusetts, the Auburn School Committee as elected by the citizens of Auburn has final responsibility for the establishing of educational policies of the public schools of Auburn.
- B. The Superintendent of Schools of Auburn (hereinafter referred to as the Superintendent) has the responsibility for carrying out the policies so established.
- C. The Auburn School Nurses' Association has the responsibility for providing health services in the public schools of Auburn which will result in a full instructional program of the highest possible quality.
- D. To give effect to these declarations, the previous principles and procedures of this contract specified for teachers are in effect for the nurses, in addition to the articles herein.

### **Article II – Recognition**

The Auburn School Committee (hereinafter referred to as the Committee) recognizes for purposes of collective bargaining the Auburn Education Association as their exclusive representative.

Membership in the nurses' association and the payment of dues shall not restrict the application of the conditions of this agreement.

The bargaining unit shall include all school nurses employed by the Auburn School System on a full-time basis (defined as .6+ FTE), excluding all substitutes, part-time employees, and other employees who may perform similar tasks as a minor part of their other assigned duties.

### **Article III – Workday and Work year**

The nurses and the Committee agree that the professional responsibilities of the school nurses generally entail the performance of duties beyond the normal working day. However, the nurses are entitled to a regular time and work schedule on which they can rely in the ordinary course of which will be fairly and evenly maintained to a maximum extent throughout the school system.

## A. WORKDAY

1. Nurses shall work a 7 hour and 15-minute day. This includes 15 minutes before and after the students' school day begins and ends. Nurses are entitled to a lunch period equivalent to that of the students. Each nurse, in consultation with the building administrator, will designate her lunch period based on building needs. This lunch may be interrupted for student needs. It is recognized that the proper performance of professional personnel may, on occasion, require the nurse to work longer than the normal working day. Nurses may be allowed to leave when the building principal deems their services are no longer needed.
2. The start and end time for each building will be set by the superintendent in consultation with each building principal.

The school year shall begin no earlier than the Monday before Labor Day and terminate no later than the last day for students, but in no event be longer than one hundred eighty-three and a half (183 1/2) days with an additional day, outside of the school calendar, fulfilled in lieu of a professional development day. The last day for nurses will be the final day for students and be a half day. Beginning in 2022-2023 the school year will in no event be longer than one hundred eighty-three (183) days with an additional day, outside of the calendar fulfilled in lieu of a professional development day. The first day of the school year for staff shall be designated for general meetings and preparation. When the school year begins prior to Labor Day, the first week will include a minimum of two (2 days), a maximum of three (3) days of student attendance and Friday will be a non-workday.

It is expected that nurses will participate in the same number of professional development and release days as noted in the approved school calendar. One of the professional development days, however, may be fulfilled on a non-workday other than those noted in the calendar. (For example, a school nurse, if she chooses to attend a Saturday professional development program of six hours or more, will have fulfilled one day of the professional development day requirement.) Proof of attendance shall be provided by the school nurse to her/his principal, with a copy being provided to the Assistant Superintendent.

## B. WORK YEAR

1. Nurses, under the direction of the District Head Nurse(s), will develop and provide a series (at least 2) of community health programs during the school year for parents and/or students. Topics will be approved by the Superintendent and programs are to be implemented after hours.
2. The District Head Nurse(s) will commit to spend whatever time is necessary to fulfill the requirements of the position.

3. The parties agree to meet and jointly develop a detailed description of the responsibilities and duties of the District Head Nurse(s).
4. One professional development day will be allowed outside of the school calendar, as noted in A.3. above.
5. Nurses may be required to begin their work year up to five workdays before the first day when pupils are in attendance and terminate their work year up to five workdays after the last day when pupils are in attendance, provided, however, that they will be compensated at the Summer Pay Rate. Prior to nurses working before or after their school year begins, they must receive the approval of the building principal and Superintendent or designee.
6. It is understood that nurses' responsibilities in the Auburn Public Schools are to care for the medical needs of staff and students and related functions requiring the specialized attention of a nurse. To this end, nurses will not be scheduled for building duties of any kind.
7. In August, January, and June, an acuity assessment will be done for the purposes of understanding nurses' caseloads, extenuating circumstances related to student care, and whether shifts in building nursing personnel are required or some other remedy agreeable to the district and nurses.

#### **Article IV – Assignment and Transfer**

The Committee and the Nurses recognize that some transfer of personnel from one position to another is unavoidable but often necessary in the best interest of the educational program.

1. Wherever possible no nurse will be responsible for more than 700 students for safety reasons.
2. Nurses will be notified in writing as to their assignments for the following school year by June 10th.
3. Voluntary changes in assignment will be contingent upon the best interest of the entire school system. The following criteria will be given careful consideration; however, the final decision is administrative and is not contestable.
  - a.) The areas of competence of the candidate in relation to the vacant position.
  - b.) The length of service of the applicant.
4. When a nurse is required by the nature of her assignment to travel from one school to another during the school day, she will receive the normal mileage allowance for all inter-school driving.

#### **ARTICLE V - VACANCIES**

- A. Whenever any vacancy in a promotional position, a new position, or in an existing position occurs, the position vacancy will be publicized by means of a notice placed on the bulletin board in every school.
- B. During the months of July and August, written notice will be given to the District Head Nurse(s) concerning position vacancies should one occur during that time.
- C. The Committee may leave a position vacant but is required to give notice of any position it does not intend to fill.
- D. No vacancy will be filled, except on a temporary basis, in less than six (6) school days from the date the notice is posted in the schools or the giving of notification to the nurses. A shorter posting period may be allowed in the case of an emergency.
- E. On filling such vacancies, careful consideration will be given to qualified nurses already employed by the Committee.
- F. *The Auburn Public Schools has full discretion to place new hires where they choose on the salary schedule. Placement of new hires is not subject to the grievance and arbitration article of this contract.*

### ARTICLE VI - JOB SHARING

Job-Sharing consists of a team of two (2) Auburn Public School Nurses who have worked in the system for at least one (1) year and who wish to share one (1) full-time nursing position. The term of the nursing position shall be for one (1) school year.

- a) As a team, both interested nurses shall prepare and submit a single detailed proposal for job-sharing assignment. This proposal shall be submitted to the appropriate principal on or before February 15th. The proposal will be acknowledged in writing by the principal.
- b) The principal shall make a recommendation regarding this proposal to the Superintendent of Schools on or before March 15th.
- c) The Superintendent shall render his/her decision in writing to the applicants on or before May 1st.
- d) An appeal of the decision of the Superintendent may be made to the School Committee. The decision of the School Committee is specifically exempted from the Grievance Procedure.
- e) Each job-sharing nurse will be paid by multiplying their FTE status (0.2 – 0.8) by the appropriate step and/or lane they would be paid on the salary schedule contained herein.
- f) Job-Sharing nurses will receive one (1) year of salary credit and one year of longevity for each year of service in a job-sharing position.
- g) Job-Sharing nurses will receive pro-rated sick leave, sick bank, and personal day benefits based on FTE status as stated herein.
- h) The nurses' responsibilities to their students and their profession generally entail the

performance of duties and the expenditure of time beyond the normal working day. The job-sharing nurses will be subject to the requirements of the Collective Bargaining Agreement (e.g., building meetings, curriculum meetings, parents' night, professional workshops). Non-attendance at these meetings is subject to the principal's approval.

- i) If for some good cause, one member of the job-sharing team must end the job-sharing arrangement, then that nurse should:
- Give advance notification of at least two (2) calendar months except in the case of an emergency.
  - The job-sharing partners will work with the administration to find a suitably certified nurse replacement.
  - In the event a suitably certified replacement as determined by the School Committee or its designee is not employed within six (6) calendar weeks following the aforementioned notice, the remaining partner will have the option of assuming the full-time position at the appropriate step and level of the salary schedule or taking an unpaid leave of absence for the remainder of the school year or until such time as the first job-sharing partner returns to his/her assignment.

#### **ARTICLE VII - EVALUATION**

Probationary period for new school nurse employees is 90 calendar days. The Committee and nurses agree that the evaluation of professional performance is essential to the continuing improvement of individual members. The evaluation procedure and schedule are not a part of the contract and therefore are not negotiable.

However,

1. Nurses will have the right to review the contents of their personnel file.
2. Each nurse will be given a copy of the written evaluation reports prepared by her immediate supervisor and will have the right to submit a written response to any material placed in her folder. A copy of such response shall be reviewed by the Superintendent of Schools.
3. Any formal or written complaint made by any parent, student or other person will promptly be brought to the attention of the nurse involved.
4. No permanent nurse will be disciplined, reduced in rank or compensation without good cause.

#### **ARTICLE VIII- PROFESSIONAL DEVELOPMENT**

1. Nurses may apply for professional development day(s) to attend health-related conferences at the approval of the Superintendent.
2. Nurses will be responsible for planning their professional development/in-service topics on the district professional development/in-service days. Topics should be submitted before September. Agendas must be kept along with attendance taken and be submitted to the Superintendent. At no such time will nurses be permitted to not participate in such days.

3. The Committee shall reimburse members of full-time status and part-time status (prorated) for the cost of tuition up to five hundred (\$500) dollars per course, per teacher, per year, for graduate level courses. Members may make a second request for reimbursement of the cost of tuition up to four hundred (\$400) dollars for a second graduate level course. Only after all first requests have been granted will the remaining funds be dispersed at a rate of four hundred (\$400) dollars. In the case that funds to be distributed cannot meet all eligible requests, said funds will be distributed evenly among all who qualify, thus possibly resulting in reimbursements of less than five hundred (\$500) dollars per course. All grades for courses need to be submitted prior to the first Friday in June for current year reimbursement. A grade received after that deadline, will be eligible for reimbursement in the following school year.

A. On completion of twenty (20) years of creditable service as determined by the Massachusetts Teacher Retirement Board, or at any time after age 55, a salary adjustment of five hundred (\$500) shall be included as part of the annual salary during the last year of service providing notice is given in writing to the Superintendent of Schools at least twelve (12) months prior to the effective date of retirement. An exception to this time limit may be allowed by the School Committee.

B. Supervisory Rate – District Head Nurse

1. The Head Nurse shall be compensated under the basic schedule as noted below and shall receive a differential payment for administrative and supervisory responsibilities as assigned by the Superintendent.

2021-2022	2022-2023	2023-2024
4000	4070	4141

C. Salary Differentials

A differential of \$500 will be paid to members who obtain M+45. A differential of \$750 will be paid to members who obtain a Masters+60/CAGS. A differential of \$1500 will be paid to members who obtain a Doctor of Nursing degree or in a related field. Differentials are to be paid annually but are not cumulative.

A differential of \$1,000 per year will be paid to members obtaining National Board Certification. A member may collect this sum of money in addition to any differential referenced in Letter C.

**Article IX – Nurses’ Salary Schedules**

**Year One – 2021-2022**

<b>2021-2022 Salaries (0% COLA)</b>					
<b>Step</b>	<b>BSN/RN</b>	<b>BSN/RN +15</b>	<b>MA</b>	<b>MA +15</b>	<b>MA +30</b>
1	54,711	56,108	58,072	60,105	62,208
2	55,804	57,240	59,243	61,317	63,463
3	57,702	59,204	61,276	63,421	65,641
4	60,418	62,015	64,186	66,432	68,757
5	65,854	67,641	70,009	72,459	74,995
6	67,893	69,752	72,193	74,720	77,335
7	69,929	71,859	74,374	76,977	79,671
8	72,105	74,111	76,705	79,390	82,168
9	77,844	80,051	82,853	85,753	88,754
10	78,354	80,579	83,399	86,318	89,339
11	81,553	83,890	86,826	89,865	93,010
12	82,364	84,729	87,695	90,764	93,941
13	83,183	85,577	88,572	91,672	94,881
14	83,997	86,419	89,444	92,575	95,815
15	84,819	87,270	90,325	93,486	96,758
16	85,233	88,199	91,268	94,445	97,733

Year Two – 2022-2023

2022-2023 Salaries (1.75% COLA)					
Step	BSN/RN	BSN/RN +15	MA	MA +15	MA +30
1	55,668	57,090	59,088	61,157	63,297
2	56,781	58,241	60,280	62,390	64,573
3	58,712	60,240	62,349	64,531	66,789
4	61,475	63,100	65,309	67,595	69,961
5	67,006	68,825	71,234	73,727	76,308
6	69,081	70,972	73,456	76,027	78,688
7	71,153	73,117	75,676	78,324	81,066
8	73,367	75,408	78,047	80,779	83,606
9	79,206	81,452	84,303	87,253	90,307
10	79,725	81,989	84,859	87,829	90,903
11	82,980	85,358	88,345	91,438	94,638
12	83,805	86,212	89,229	92,352	95,585
13	84,639	87,075	90,122	93,276	96,541
14	85,467	87,932	91,009	94,195	97,491
15	86,303	88,797	91,905	95,122	98,451
16	86,725	89,742	92,865	96,098	99,443