



CONTRACTUAL AGREEMENT

Between the

NORTH ATTLEBOROUGH SCHOOL COMMITTEE

and the

NORTH ATTLEBOROUGH ADMINISTRATORS ASSOCIATION (NAAA)

This Agreement shall take effect on July 1, 2018 and expire on June 30, 2021

UNDERSTANDING OF AGREEMENT

Between

The North Attleborough School Committee

And

The North Attleborough Administrators' Association

JULY 1, 2018 - JUNE 30, 2021

ARTICLE I
PREAMBLE

- A. Recognizing that our prime purpose is to provide education of the highest possible quality for the children of the North Attleborough Public Schools and that good morale within the staff of professional employees of the North Attleborough Public Schools is essential to achievement of the purpose, the parties of this Contract declare that:
1. Under the law of Massachusetts, the Committee, elected by the citizens of North Attleborough, has final responsibility for establishing the educational policies of the public schools of North Attleborough.
 2. The Superintendent of Schools of the North Attleborough Public Schools (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established.
 3. The staff of professional employees covered by this Contract (hereinafter referred to as employees) has responsibility for attempting to provide education of the highest possible quality in the schools of the North Attleborough Public Schools.
 4. Fulfillment of the respective responsibilities can be facilitated and supported by consultations and free exchanges or views and information between the Committee, the Superintendent, and the staff of professional employees in the formulation and application of policies relating to wages, hours and standards of productivity and performance, and any other terms and conditions of employment for the employees.
 5. Giving effect to these declarations, it is nevertheless understood and recognized that the North Attleborough School District is a public entity established under and with powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this contract shall be deemed to derogate from or impair any power, right, or duty conferred upon the Committee by statute or any rule or regulation of any agency of the Commonwealth. The School District retains all powers, rights, and duties that it has by law and may exercise the same at its discretion without any such exercise being made the subject of a grievance or arbitration proceeding hereunder.
 6. As a condition of employment all members of this unit shall be appropriately certified for their assigned position and possess a current ESE License.

ARTICLE II
RECOGNITION

The committee agrees to recognize the North Attleborough Administrators Association, (NAAA), for purposes of collective bargaining as the exclusive representative of the following administrators:

Assistant Principal
Assistant to the Director of Special Education
Elementary Curriculum Coordinator/Title 1 Director
Coordinator of Humanities, K-8
Coordinator of Mathematics/Science, K-8
Coordinator of Reading/Language Arts, K-8
Director of Athletics
Head Nurse
Out of District Coordinator

ARTICLE III
NEGOTIATION PROCEDURE

- A. Not later than December 15 of the fiscal year in which this Contract expires, the Committee shall enter into negotiations with the Association over a successor Contract in accordance with the procedures set forth herein in a good faith effort to reach agreement concerning the administrators' wages, hours and any other conditions of employment.
- B. Subject to the provisions of this contract and the provisions of General Laws Chapter 150E, the wages, hours and other conditions of employment in effect at the time of the execution of this Contract shall continue to be so applicable to the employees covered by this Contract.
- C. The Committee agrees not to negotiate with any administrators' organization other than that designated as the exclusive bargaining agent pursuant to General Laws Chapter 150E.
- D. During negotiations the Committee and the Association shall exchange points of view and make proposals and counter proposals. Any agreement reached shall be reduced to writing and signed by the Committee and the Association.

ARTICLE IV
GRIEVANCE PROCEDURE

A. Definitions

- 1. A "grievance" is a claim based upon an event or condition which affects conditions of employment of an administrator or group of administrators and/or the interpretation, meaning, or application of any of the articles pursuant to this Agreement.
- 2. An "aggrieved person" is the person or persons making the claim.
- 3. A "party in interest" is any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- 4. "Business day" is any day during which the central office is open.

B. Purpose

- 1. The purpose of this procedure is to secure, at the lowest possible administrative level, prompt and equitable solutions to the problems, which may from time to time arise affecting the working conditions of administrators. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 2. Nothing herein contained will be construed as limiting the right of any administrator having a grievance to discuss the matter informally with his/her immediate superior, and having the grievance adjusted without intervention of the Association provided the adjustment is not inconsistent with the terms of the Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days allotted at each level should be considered a maximum, subject to the parties' rights to mutually extend the time period. In

the event a grievance is filed on or after June 1 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 with every effort being made to resolve the same if possible by July 15.

1. Level One

- (a) An administrator with a grievance will first submit said grievance in writing to the designated immediate supervisor. Within ten (10) business days after receipt of the written grievance by the immediate supervisor, the immediate supervisor will meet with the aggrieved person in an effort to resolve it.
- (b) If an administrator does not file a grievance in writing with the Chairman of the Grievance Committee and the written grievance is not forwarded to the Principal within thirty (30) business days after the administrator knew or could with reasonable diligence have known of the act or condition on which the grievance is based, then the grievance will be considered as waived.

2. Level Two

If the administrator and/or the Association is not satisfied with the resolution reached at Level One, a grievance may be filed in writing, with the Superintendent of Schools within ten (10) business days of the close of the meeting with the designated immediate supervisor.

3. Level Three

- (a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) business days after he/she has first met with the Superintendent of Schools, he/she may within five (5) business days after a decision by the Superintendent of Schools or fifteen (15) business days after he/she has first met with the Superintendent of Schools, whichever is sooner, request in writing the Chairman of the Grievance Committee to submit the grievance to arbitration. If the Grievance Committee determines that the grievance is meritorious and that submitting to arbitration is in the best interest of the North Attleborough School System, it may submit the grievance to binding arbitration within fifteen (15) business days after receipt of a request by the aggrieved person.
- (b) Within ten (10) business days after such written notice of submission to arbitration, the Superintendent and the Grievance Committee will agree upon a mutually acceptable arbitrator 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 may be made to the American Arbitration Association or the State Board of Conciliation and Arbitration by either party. The Parties will be bound by the rules and procedures of the American Arbitration Association or the State Board of Conciliation and Arbitration in the selection of an arbitrator.
- (c) The arbitrator so selected will confer with the Superintendent of Schools and the Grievance Committee and hold hearings promptly. 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 or an act prohibited by law or which is violative of the term of this Agreement. The decision of the arbitrator will be submitted to the Superintendent and to the Association and will be final and binding.

- (d) The costs for the services of the arbitrator including per diem expenses, if any, and actual and necessary travel and subsistence expense, will be borne equally by the School District and the Association.

D. Rights of Administrators to Representation

1. No reprisals of any kind will be taken by the School District against any party in interest, any school representative, any member of the Grievance Committee, or any other participant in the grievance procedure by reason of such participation.
2. Any party in interest may be represented at all stages of the grievance procedure by a person of his own choosing except that he may not be represented by a representative or an officer of any administrators' organization other than the recognized Association. When an administrator is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

E. Miscellaneous

1. If, in the judgment of the Grievance Committee, a grievance affects a group or class of administrators, the Grievance Committee may submit such grievance in writing to the Superintendent subject to the time limitation of Subsection C1(b) above (30 business days).
2. Decisions rendered at Levels One and Two of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the Chairman of the Grievance Committee. Decisions rendered at Level Three will be in accordance with the procedures set forth in Section C, Paragraph 3 ©.
3. The School Committee reserves the right to institute a grievance based on a violation of the contract, and the same rights of arbitration contained in Level Three of the grievance procedure shall be applicable to the School Committee.

F. Statutory Rights

In the event that arbitration is available to the employee pursuant to Massachusetts General Laws, Chapter 71, Section 42D, such statutes shall preempt the provisions of this contractual grievance procedure and the statutory procedure shall control.

ARTICLE V
SALARIES

- A. Compensation shall be based on the performance evaluation from the preceding school year and will be at the discretion of the Director Supervisor and Superintendent. Such performance-based pay, if awarded, shall be determined no later than June 30.
- B. An administrator, who is assigned on a temporary basis for a period of more than ten (10) consecutive work days to perform the duties and responsibilities of a position in the bargaining unit having a higher rate of compensation, shall receive retroactively to the first day of assuming such duties and responsibilities the compensation until he/she is relieved of such duties and responsibilities.

ARTICLE VI

WORK YEAR

- A. Administrators shall work 217 days and shall have 28 vacation days; any time taken during the school year must be with the approval of the Superintendent. In any contract year up to ten (10) days of vacation time not taken because of work schedule conflicts may be carried over and added to the vacation days earned in the next contract year. At no time will the total accumulated vacation time exceed thirty-eight (38) days.
- B. The following days shall be holidays for administrators:
Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Last workday before Christmas, Christmas Day, Last workday before New Year's Day, New Year's Day, Martin Luther King Day, Good Friday, Presidents' Day, Patriot's Day, Memorial Day, Last workday before Fourth of July, Fourth of July
- C. Attendance for any summer in-service program for administrators will occur during the last two weeks of August unless there is a voluntary agreement for attendance at an alternate time.
- D. Graduation Day shall be considered a workday for the Assistant Principal(s) at the High School.

ARTICLE VII

TRANSFERS

- A. An involuntary transfer will be made only after a meeting between the administrator involved and the Superintendent (or his designee), at which time the administrator will be notified of the reasons for the transfer in writing.
- B. A list of open positions in other schools will be made available to all administrators being transferred, and the Superintendent in filling these positions, agrees to give due weight to the professional background and attainment of all applicants, the length of time each has been in the school system and other relevant factors.
- C. Notice of transfer will be given to administrators as soon as practicable and under normal circumstances not later than June 15.
- D. Administrators desiring a transfer will submit a written request to the Superintendent stating the assignment preferred. Such requests must be submitted between September 1 and April 1 of each school year to be considered for the next school year. Requests must be renewed each year. All requests will be acknowledged in writing.

ARTICLE VIII

VACANCIES AND PROMOTIONS

- A. Whenever any vacancy in a professional position that is covered by this contract occurs during the school year (September to June), it will be adequately publicized by the Superintendent by means of a written notice to each bargaining unit member as far in advance as possible. During the months of July and August, written notice of any such vacancy will be given to the Association.
- B. All qualified administrators will be given adequate opportunity to make application for such positions and the Superintendent agrees to give due weight to the professional background and attainment of all other relevant

factors. Appointments will be made no later than sixty (60) days after the notice is posted in the schools or the giving of notification to the Association.

- C. Appointments will be made without regard to race, creed, color, religion, nationality, sex, or marital status.

ARTICLE IX

ADMINISTRATOR EVALUATION

- A. All monitoring or observation of the work performance of an administrator will be conducted openly and with full knowledge of the administrator. The use of eavesdropping, public address or audio systems, and similar surveillance devices shall be strictly prohibited. Administrators will be given a copy of any evaluation report prepared by their superiors, and will have the right to discuss any such report with their superiors.
- B. 1. Administrators cannot take their vacation days when school is in session. Administrators will have the right, upon request, to review the contents of their personnel file. An administrator will be entitled to have a representative of the Association accompany him after the administrator examines his folder and feels it necessary.
2. No material derogatory to an administrator's conduct, service, character or personality will be placed in his personnel file unless the administrator has had an opportunity to review the material. The administrator will acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The administrator will also have the right to submit a written answer to such and his answer shall be reviewed by the Superintendent and attached to the file copy.
- C. 1. Any complaint regarding an administrator to the Administration by any parent, student, or other person, after being investigated and upon which action will be taken, will be promptly called to the administrator's attention. The identity of the complainant shall be made known and the administrator afforded the opportunity to refute, in writing, the complaint.
2. Any written complaint upon which action will be taken shall be brought immediately to the Administrator's attention.
- D. No administrator who has served within the bargaining unit for three (3) consecutive years or more should be dismissed, disciplined, reprimanded, reduced in rank or deprived of any professional advantage without just cause. Administrators who have not served within the bargaining unit for three (3) consecutive years remain employees "at will".
- E. Any administrator who feels that he has received an unfair evaluation report shall have the right to have it reviewed.
- F. As of September 2012, the Massachusetts Model for Educators Evaluation will be used with the intent to modify this process according to the regulations.

ARTICLE X

MILEAGE

Administrators will be reimbursed mileage for school related business at the rate presently accepted by the United States Internal Revenue Service.

ARTICLE XI
SICK LEAVE

- A. All administrators will receive twenty (20) sick days per year. Sick days may be accumulated from year to year up to 180 days.
- B. An administrator may use seven (7) days of his/her own sick leave for absence due to serious illness of a member of his/her immediate family. Sick leave is defined as full pay allowed an administrator for the following causes:
1. Personal Illness
 2. Personal injury, non-employment connected
 3. Quarantine due to exposure to contagious diseases which may endanger the health of pupils or other personnel
 4. The administrator's immediate family shall be considered:
Husband, Wife, Child, Parent, Brother, Sister, Parent-in-law, Grandparent, Son-in-law, Daughter-in-law, Brother-in-law and Sister-in-law and grandchild
 5. Serious illness of a person residing in the household
 6. Serious illness of a person for whom the administrator has primary care responsibilities

C. In cases of merit, the Superintendent may allow sick leave beyond the above limit.

D. Sick Leave Bank:

The Sick Leave Bank in effect on June 30, 1996 for "Administrators" shall be expanded via a contribution of twenty-five (25) days by the School Committee and three (3) days by each Administrator so that effective July 1, 1996, a larger Sick Bank shall be in effect covering all members of the Administrators' Association. This bank shall be available for use by participating members whose sick leave is exhausted through prolonged illness. (A prolonged illness shall be one which has caused absence of more than fifteen (15) consecutive days.) Vacation, personal, and compensatory days must be used by the participating member before being eligible to draw upon the sick leave bank. At the end of each contract year, the days in the sick leave bank shall be carried over to the next year.

1. To be eligible for sick leave bank days the applicant must have been a member of the bargaining unit for at least two years from the date of application and make an initial contribution of three days.
2. A doctor's certificate shall be required in each instance that an applicant seeks access to the sick leave bank, including application for extended benefits.
3. The initial grant of days from the sick leave bank will cover up to twenty working days of any one prolonged illness; and the grant will end on the last work day of the contract year in which the prolonged illness began. Consideration will be given for additional days beyond the twenty in the event that the prolonged illness continues. In no instance shall more than one additional grant be made to an individual in a contract year, nor shall that additional grant coupled with the initial grant exceed forty days for that individual.

If in such instance of extended benefit award the Sick Leave Bank is exhausted, it may be replenished by the contribution of one additional day of sick leave by each participating member.

Whereas there shall be no limit on the number of participating members who may access the Sick Leave Bank in a contract year, the contribution to the Sick Leave Bank by participating members in that contract year shall be limited to three days.

4. The Sick Leave Bank will be administered by a Sick Leave Bank Committee comprised of four members: one School Committee member; the Superintendent of Schools; two Administrators.
5. The decision of the Sick Bank Plan Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.
6. No days may be withdrawn from the Sick Bank for use for other than a prolonged illness. Days may not be withdrawn to permit the individual to be absent to care for members of the applicant's family.
7. Application for benefits shall be in writing in the form of a letter to the Superintendent of Schools accompanied by a doctor's certificate as to the illness and the anticipated extent of recovery time from illness.

ARTICLE XII TEMPORARY LEAVES OF ABSENCE

- A. Administrators will be entitled to the following temporary leaves of absence with pay each school year:
 1. Three (3) days leave of absence for religious, legal, business, household or family matters which require absence during school hours.
 2. Two (2) days leave to attend a conference or workshop as an official delegate of the North Attleborough Administrators' Association for the purpose of engaging in Association (local, state, or national) activities. This will be limited to two (2) delegates per year. This is an aggregate total of four (4) days.
 3. Four (4) days leave in the event of the death of a family member as defined in Article XI, Section B 5. One additional day may be used for travel, if necessary.
- B. Leaves taken pursuant to Section A above will be in addition to any sick leave to which the Administrator is entitled.

ARTICLE XIII EXTENDED LEAVES OF ABSENCE

- A. Military leave: The current Federal Laws regarding military leaves of absence shall govern this section of this contract.
- B.
 1. A maternity leave of absence without pay of up to two (2) years will be granted a pregnant administrator provided the administrator has completed more than ninety (90) days service in the North Attleborough Public Schools. An administrator who is on maternity leave shall not be entitled to accrue paid sick leave during the period of such leave, except as provided by law.
 2. An employee would be permitted to return to duty either (a) at the beginning of the school year, or (b) on the first workday of the second semester of the school year. In the event an employee's leave of absence of two years shall expire after one of the said return to duty dates, the leave of absence shall be extended to the next return to duty date to permit the employee's return to duty at such time. The employee must notify the Superintendent in writing no later than April 1st if she wishes to return under the provisions of (a) or at least sixty (60) days prior to the date she wishes to return if she wishes to return under the provisions of (b). In either case the employee must furnish the Superintendent

with a statement from her physician attesting to her ability to resume full performance of the duties and responsibilities of her position. If the employee fails to notify the Superintendent in writing no later than April 1st pursuant to the provisions of (a) or within sixty (60) days prior to the expiration of such leave pursuant to the provisions of (b), of her desire to return to duty, or does furnish such written notice and fails to return to duty within two years from the date the leave of absence commenced, unless such leave is extended beyond said two year period as herein provided, she shall be deemed to have resigned, and the obligation of the School District to provide a position for her shall cease.

3. In determining the placement on the salary schedule of an administrator who returns from a maternity leave of absence, credit for a full year of administration will be given on the schedule for the school year during which the leave began if the administrator completed at least ninety-two (92) school days of administration during said school year; otherwise, the administrator shall return to the step on the salary schedule which she held prior to the commencement of such leave. The administrator shall be restored as soon as practicable to the position she held when her leave began, or to a substantially equivalent position.
- C. A leave of absence without pay or increment of up to one (1) year will be granted for the purpose of caring for a sick member of the administrator's immediate family.
- D. Any administrator whose personal illness extends beyond the period compensated will be granted a leave of absence without pay for up to two (2) years. The School District may request medical proof that the person has completely recovered from such illness.
- E. All benefits to which an administrator was entitled at the time his leave of absence commenced, including unused accumulated sick leave, will be restored to him on his return, and he will be assigned to the same position which he held at the time said leave commenced, if available, or if not, to a substantially equivalent position.
- F. All requests for extended leave of absence shall be made and responded to in writing.

ARTICLE XIV **SABBATICAL LEAVES**

Desiring to reward professional performance and encourage independent research and achievement, the School District hereby initiates this policy of Sabbatical Leaves for administrators to be granted at the discretion of the Superintendent for approved scholarly programs in an academic institution empowered to grant Masters, C.A.G.'s, and Doctoral Degrees subject to the following conditions:

1. No more than one (1) administrator will be on sabbatical leave at any one time.
2. Requests for sabbatical leave must be received by the Superintendent of Schools in writing in such form as may be required by the Superintendent of Schools no later than December 31, and action must be taken on all such requests no later than April 1 of the school year preceding the school year for which sabbatical leave is requested.
3. The administrator has completed at least seven (7) consecutive full school years of service in the North Attleborough School System.
4. Administrators on sabbatical leave will be paid at least sixty percent (60%) of their regular salary rate.

5. The administrator shall agree, in writing, to return to employment in the North Attleborough School System for two (2) full years in the event of at least a one-half year's leave being granted.

ARTICLE XV **PROTECTION**

- A. Administrators shall immediately report in writing all cases of assault suffered by them in connection with their employment during school hours or school sponsored activities, to their immediate supervisor. The immediate supervisors shall then report the same to the Superintendent of Schools in writing.
- B. This report will be forwarded to the Superintendent who will comply with any reasonable request from the administrator for information in his possession relating to the incident or the persons involved.
- C. If civil proceedings are brought against an administrator alleging that the administrator committed an assault and/or battery in connection with his/her employment, during school hours or school sponsored activities, the administrator may request the School District to furnish legal counsel to defend him/her in such proceedings.
- D. If an administrator is called upon to defend a criminal charge arising out of or while in the course of his/her employment or duties as an administrator, and if said administrator is found not guilty by a court of any such crime, then in such event only, the School District shall reimburse said administrator for reasonable attorney fees not to exceed the sum of eight hundred and fifty dollars (\$850.00).
- E. Personnel Files and Complaint Procedure

It is agreed that no information critical of an administrator, received by the Superintendent from any source, shall be placed in an administrator's personnel file -- or discussed at the School Committee level -- without first following the procedures outlined below. In the event a complaint is directed to a member of the School Committee, either privately or during a School Committee meeting, that member or the Committee Chair shall inform the parent that all such complaints are to be directed to the Superintendent for initial investigation.

Any complaint by a parent of a student, or any person, directed toward an administrator deemed serious enough to be included in the administrator's personnel file, shall be promptly called to the administrator's attention. The identity of the complainant shall be made known and the administrator afforded the opportunity in writing to refute such complaint prior to its inclusion in the file.

Nothing shall be added to any employee's file until and unless the employee has seen the item and acknowledged such by signing it. If the Administrator refuses to sign, the document will be shown to the President of the NAAA who will acknowledge it by signature. Employees shall have the right to challenge any item placed in the file and seek its exclusion through the grievance procedure. If grieved, the item shall not be placed in the file until a decision from an arbitrator so states.

The School Committee agrees that until the procedures outlined above are met, any discussions held during executive session shall remain confidential and not released to any outside source.

An administrator shall have access to his/her personnel file during normal school hours.

ARTICLE XVI
PERSONAL INJURY BENEFITS AND PROPERTY DAMAGE

Whenever an administrator is absent as a result of a personal injury that occurred at school, not caused by his own negligence, he will be paid his full salary (less the amount of any Workmen's Compensation award due to such injury).

Should such injury run in excess of his accumulated sick leave, he will be compensated the difference between his regular salary and any Workmen's Compensation payment. The administrator shall supply appropriate medical evidence to the School Department that he is disabled to the extent that he is unable to report for work. In no event shall said disability payment exceed twelve (12) months from the expiration of his accumulated sick leave.

On a case-by-case basis, as determined by the Superintendent, Administrators will be reimbursed for damage to or loss of personal property which occurs in the course of and as a result of their employment. Reimbursement hereunder shall not exceed \$200 and will be granted only where both the amount of damage and the actual record of such damage is verified by receipt, work order or other verification acceptable to the Superintendent.

ARTICLE XVII
INSURANCE AND ANNUITY PLAN

- A. All administrators shall be eligible to participate in the health insurance plans made available by the Town of North Attleborough to its other employees.
- B. Administrators will be eligible to participate in a "tax-sheltered" Annuity Plan established pursuant to United States Public Law No. 87-370.

ARTICLE XVIII
DEDUCTIONS

- A. The Committee accepts the provisions of Chapter 149, Section 178B of the General Laws of the Commonwealth of Massachusetts as amended and in accordance therewith, it agrees to certify to the Treasurer of the Town of North Attleborough, the deduction from each payment of salary to its employees such amount or amounts as such employees in a written authorization to such Treasurer may specify for making deposits in, or repaying any loan to the North Attleboro Credit Union or the Attleboro Municipal Employment Credit Union, provided that all the provisions and requirements of said Chapter 149, Section 178B are fully complied with to the satisfaction of said Treasurer. It is further agreed that changes in the amounts to be deducted from the salary of any employee shall be allowed not more than twice in any school year and that all amounts deducted from an employee's salary shall be required to be divisible by Five Dollars (\$5.00).

ARTICLE XIX
GENERAL

- A. 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 law, but all other provisions or applications will continue in full force and effect.
- B. The School District shall not discriminate in any way against any Administrator by reason of his/her membership in, or participation in the activities of the Association.
- C. The School District will provide the Association with an advance copy of the Agenda for each official School Committee meeting.

- D. Upon request of the Association a monthly meeting between the Superintendent and members of the North Attleborough Administrators' Association shall be scheduled to discuss matters of concern to all administrators. An agenda shall be prepared in advance by the Association to be submitted to the Superintendent not less than forty-eight (48) hours in advance of the meeting.

ARTICLE XX

USE OF SCHOOL FACILITIES

- A. In accordance with the Committee's usual policies on building use, the Association shall have the opportunity to use school buildings without cost at reasonable times beyond the normal school day.
- B. The Association will have the right to place notices, circulars, and other material in Administrative mailboxes.

ARTICLE XXI

PROFESSIONAL IMPROVEMENT

All bargaining unit members will maintain certification as required by state and federal regulations. The Superintendent of Schools will grant Professional Development Points (PDP's) to bargaining unit members based upon the standards set by the MA Department of Education.

- A. The District will pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by Administrators who attend workshops, seminars, conferences, or other professional improvement sessions at the request and/or with the advance approval of the Superintendent of Schools.
- B. Consideration will be given to recommendations by the Association for courses of an educational nature to be taught by a qualified person.
- C. 1. An administrator who has completed one (1) year of service in the North Attleborough Public Schools, who enrolls in an advance degree program in an accredited college or university, will be reimbursed for tuition and scholastic fees not to exceed \$2,000 per year.
2. An administrator who has completed one (1) year of service in the North Attleborough Public Schools who enrolls in courses, including In-Service courses, outside of or in addition to an advanced degree program, will be reimbursed for tuition and scholastic fees not to exceed \$1,000.00 per year, subject to the following restrictions:
- a. No reimbursement will be made for courses required for initial State certification.
 - b. Such courses will be related to the administrator's major field of Study or to the administrator's improvement as a professional.
 - c. Advance approval of the Superintendent is required; such approval must be in writing, and shall not be unreasonably withheld.
3. Said reimbursement will be paid not later than October 1 of the following school year, upon presentation of satisfactory evidence to the Superintendent of a grade of B- or better in courses taken, together with a copy of the tuition and fees payment made by the administrator.
4. A stipend of \$250.00 will be applied toward the professional dues of any member of the Unit who elects membership in a state or national professional educational association.

ARTICLE XXII
NO STRIKE CLAUSE

- A. The Association hereby agrees and covenants that it shall not engage in a strike as defined in the General Laws, Chapter 150E, Section 1.
- B. The Association on its own behalf and on behalf of each of the employees that it represents, hereby agrees and covenants that it shall not induce, encourage, or condone any strike, work stoppage, slow-down or withholding of services by said employees.
- C. It is also agreed that any employee covered by this Contract who engages in a strike shall be subject to discipline and discharge proceedings by the School District.

ARTICLE XXIII
REDUCTION IN FORCE

- A. In the event it becomes necessary for the School District to reduce the number of employees in the bargaining unit because of financial limitations, reasons of economy, decreases in pupil enrollment, reorganization, changes in curriculum or other similar reasons, the procedures set forth in this Article will govern the layoff and recall of employees who are affected by such reduction.
- B. The Superintendent shall have the sole discretion in determining which position or positions or which types of positions are to be eliminated.
- C. Seniority means an employee's length of continuous uninterrupted service in years, months and days, commencing with the first date of attendant employment (not hiring) on a paid basis in the North Attleborough Public Schools. Any leave of absence as defined in Articles XIII (excluding "B") and XIV shall be construed to be non-active service and will not be included in determining total length of service, and seniority will mean the total number of years, months, and days after reassuming active duty after the leave of absence. Employees shall not be credited for seniority purposes for days other than those served in the regular work year.

In cases involving employees who have identical seniority, seniority shall be determined by the drawing of lots by such employees or the designees.

Employees to be laid off shall be notified in writing where possible by May 1 of the year preceding the school year in which the layoff will take effect. Said notice shall include the reason(s) for the layoff.

- D. An employee who has been laid off shall be entitled to recall rights in the inverse order of his layoff, for a period of fourteen (14) months from the effective date of his layoff during which time he shall have preference for any vacancy or new position which he is qualified to fill, according to seniority and qualification.
- E. An employee laid off under the provisions of this Article may continue the group health and life insurance coverage, provided to members of the bargaining unit, during his recall period, by paying the full amount of the premium of such insurance to the Town Treasurer provided that the applicable health insurance policy permits such continued coverage. Failure to forward full premium payments to the Town Treasurer shall terminate this option.
- F. An employee who has been laid off shall, during his recall period, be notified by letter sent by certified mail from the Superintendent, provided he has left his home address with the Superintendent, of any open positions in this bargaining unit for which he may be eligible under the provisions of paragraph D of this

Article. Failure to accept an offer of employment according to the provisions of this Article within eighteen (18) calendar days from the date of mailing by certified mail to the employee shall terminate the employee's recall rights.

ARTICLE XXIV **EARLY RETIREMENT**

Upon written notice of intent to retire, a professional employee who has, or will have, at least 12 years of service in the North Attleborough Public Schools on the effective retirement date will receive an additional one-time lump sum compensation according to the following schedule:

Age 45 - 53	\$7,500
Age 54 - 56	\$5,500
Age 57 - 59	\$4,500

ARTICLE XXV **LONGEVITY**

Effective July 1, 2014, eligible Administrators shall be paid an annual stipend on the first payday in December in accordance with the following schedule:

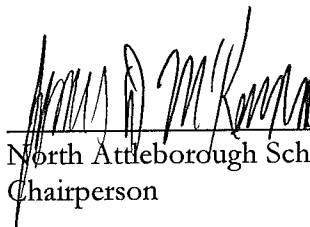
After ten (10) years of service	\$1,000.00
After fifteen (15) years of service	\$1,400.00
After twenty (20) years of service	\$1,700.00
After twenty-five (25) years of service	\$2,100.00
After thirty (30) years of service	\$3,300.00

ARTICLE XXVI **ADDITIONAL COMPENSATION**

An Administrator's salary shall be increased by the listed amounts upon successful completion of the following degrees:

CAGS = \$1,575
Doctorate = \$1,750


IN WITNESS WHEREOF, the Committee has caused this agreement to be signed in its name and behalf by its Chairperson, hereto duly authorized; and the North Attleborough Administrators' Association has caused this Agreement to be signed in its name and behalf by its President, hereto duly authorized.



North Attleborough School Committee
Chairperson

1.8.18

Date



North Attleborough Administrators' Association (NAAA)
President

1.8.18

Date