

2017-2020 AGREEMENT

between

MARION SCHOOL COMMITTEE

and

MARION TEACHERS ASSOCIATION

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2017-2020 Agreement

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Agreement is made as of this first day of September by and between the Marion School Committee (the "Committee") and the Marion Teachers Association (the "Association"). The term "Committee" as used herein shall include the Superintendent and other agents of the Committee as appropriate. The term "teacher" as used herein refers to (and only to) a member of the bargaining unit described in Article II below.

I. Management Rights

1.1 The committee is a public body established under and with the powers provided by the Statutes of the Commonwealth of Massachusetts. It is acknowledged that the committee has the final responsibility for establishing educational policies and allocating resources for the School and the further responsibility for the efficient and economical operation of the school system. Nothing in this Agreement shall be deemed to derogate or impair the powers, rights or duties conferred upon the Committee by the Statutes of the Commonwealth or the Rules and Regulations of any pertinent agency of the Commonwealth. Without limiting the generality of the foregoing, the Committee reserves to itself, subject only to the express provisions of this Agreement, the management of the school system; the right to require standards of performance and the maintenance of discipline, order and efficiency; the determination of standards, operational and other policies; the determination of methods and procedures; the determination of the quantity and type of equipment to be used; the determination of the number and location of facilities and whether the whole or any part of its operations shall continue to operate; the direction of the teachers and the assignment of work; the right to hire, transfer temporarily, discharge, suspend, or to otherwise discipline teachers; the right to layoff teachers for lack of work or for other reasons and to recall teachers; the right to promulgate and enforce all rules relating to operations, safety and other matters.

II. Recognition

2.1 The Committee recognizes the Association, pursuant to Chapter 150E of the General Laws, as the exclusive representative for purposes of collective bargaining with respect to wages, hours, other conditions of employment and such other mandatory subjects of bargaining as required by law of all regular full-time and part-time professional instructional personnel employed by the Town of Marion in its public school(s), consisting of all Classroom Teachers, Specialized Teaching Personnel, Guidance Counselors, Librarians, Project Grow Teachers, Technology Instructor, and the School Nurse, but excluding the Superintendent of Schools, Assistant Superintendent, Business Administrator, Food Service Director, Principal, Assistant Principal (as Assistant Principal only), Substitute Teachers, Teacher Aides, and all other employees of the Marion School System. (Section 5.1 and Article VII shall not apply to Special Needs Education teachers, the Resource Librarian, the Technology Specialist and the Guidance Counselor.)

III. Continuity of Operations

3.1 Neither the Association, nor any Association officer, Association representative, or teacher shall engage in, induce or encourage any strike (whether general or sympathetic or otherwise), walkout, stoppage of work, withholding of services, picketing (except as provided in Section 3.2), or any other direct or indirect interference with the operation of the School system during the life of this Agreement.

3.2 Picketing shall not be considered in violation of Section 3.1 if it is engaged in on behalf of the Association, is for informational purposes only, is engaged in by teachers during hours when school is not in session, does not directly or indirectly interfere with the operations of the school and is not engaged in with respect to a matter that is being grieved or arbitrated under this Agreement.

3.3 The Committee agrees not to conduct a lockout during the life of this Agreement.

3.4 The Association agrees that, in the event of any violation of Section 3.1, it will use its best efforts to ensure that such violation cease and that work be fully resumed, and will continue to use its best efforts to ensure that work is so resumed.

3.5 The Committee may impose any disciplinary action, including discharge, upon any or all of the teachers involved in a violation of Section 3.1. Any discipline under this Article shall not be subject to the grievance and arbitration provisions of this Agreement except as to the question of whether or not the teachers who were disciplined in fact engaged in, induced or encouraged any such violation.

3.6 In the event of a violation of Section 3.1, the Committee may, at its option, institute any or all proceedings in court at law or in equity, or in arbitration pursuant to the procedure described in Section 4.9. The Association agrees that immediate injunctive relief shall be an appropriate remedy in the event of a violation of Section 3.1.

IV. Grievance Procedure

4.1. The purpose of the procedure set forth hereinafter is to produce prompt solutions to grievances. All grievances will be handled as provided in this Article. The parties agree that such procedure shall be kept as informal and confidential as may be appropriate for the procedural level involved. Nothing in this Agreement shall prevent any teacher from individually presenting any concern without the intervention of the Association, provided that any resulting adjustment is not inconsistent with the terms of this Agreement and provided further that the exclusive representative is afforded the opportunity to be present at such grievance conferences.

4.2. The following definitions shall apply for purposes of this Agreement:

- (a) A "grievance" shall mean (i) a complaint by a teacher that as to such teacher the Committee has applied this Agreement in violation of express

language in a specific provision hereof, (ii) a consolidated complaint by a group of teachers that, in the same fashion as to each of them, the Committee has so applied this Agreement, or (iii) a complaint by the Association that all teachers have been affected in the same fashion by the Committee's so applying this Agreement.

- (b) An "aggrieved teacher" shall mean the teacher(s) (or the Association) making the complaint as described in Section 4.2(a).

4.3 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as maximum. The time limits specified may be extended only by prior mutual agreement.

4.4 The processing of grievances shall be undertaken in accordance with the following procedures:

Informal Level – The aggrieved teacher (and, if the aggrieved teacher so requests, a representative of the Association) shall meet with his/her supervisor and/or with the Principal in an attempt to resolve the matter informally before initiating the formal grievance process.

Principal Level - the aggrieved teacher must first present the grievance in writing to the Principal of her or his school within fifteen (15) days of the day the teacher knew or reasonably should have known of the event or events giving rise to the grievance. The written grievance shall state the provision(s) of the Agreement asserted to have been violated, the facts comprising the cause of the grievance (so far as are then known), and the desired remedy. Within ten (10) days after receipt of the grievance, the Principal or her/his designee and the aggrieved teacher (and, if the aggrieved teacher so requests, a representative of the Association) shall meet to discuss the grievance. The Principal or her/his designee shall provide her/his decision in writing within five (5) days after the conclusion of such meeting.

Superintendent Level - If the grievance is not settled at the preceding level, the grievance shall be presented in writing to the Superintendent within ten (10) days of the decision in the preceding level. The Superintendent or her/his designee and the aggrieved teacher (and, if the aggrieved teacher so requests, a representative of the Association) shall meet within ten (10) days after receipt of the written grievance by the Superintendent to discuss the grievance. The Superintendent or her/his designee shall answer in writing within five (5) days after the conclusion of such meeting.

Committee Level - If the grievance is not settled at the preceding level to the satisfaction of the aggrieved teacher, the grievance may be presented in writing to the Committee within ten (10) days of the decision in the preceding level. The

Committee shall consider the grievance and provide its decision in writing to the aggrieved teacher within fifteen (15) days after receipt of the written grievance by the Committee or within ten (10) days after the first regularly scheduled Committee meeting following such receipt, whichever is later. A meeting will be held at the Committee level with the aggrieved teacher (and, if the aggrieved teacher so chooses, up to two (2) representatives of the Association) to discuss the grievances (except in instances in which the Committee, in its discretion, believes a meeting with the full Committee to be unnecessary, in which case the Committee will appoint one or more of its members to attend such meeting).

4.5 If a decision at any level is not provided within the time limits specified, the grievance shall be deemed denied on the day the decision was due and shall be qualified to be taken to the next higher level.

4.6 No grievance shall be considered which is not presented within the time limit specified in the Principal Level. If a grievance is once settled or if the action required to present the grievance to the next higher level shall not have been taken within the specified time limits, the grievance shall be deemed to have been waived and shall not thereafter be subject to the grievance procedure under this Article.

4.7 The Committee and the Association agree to furnish to the other upon request such information in aid of the grievance procedure as is required under law in the fulfillment of the duty to bargain in good faith.

4.8 All documents, communications and records dealing with the processing of grievances shall be filed separately from the personnel files of the participants.

4.9 If the grievance has not been resolved to the satisfaction of the Association at the Committee Level of Section 4.4, the Association may, by giving written notice to the Committee within ten (10) days of the date of the Committee's response or the expiration of the period for such response if there has been no written decision, submit the grievance to arbitration. Such notice shall be addressed to the Chairman, Marion School Committee, 135 Marion Road, Mattapoisett, Massachusetts 02739 and shall be delivered by registered mail, return receipt requested, with a copy similarly mailed to the Superintendent at his or her office.

In the event that the Association elects to submit a grievance to arbitration, the arbitrator shall be selected according to, and shall be governed by, the procedure set forth in this Section 4.9. The arbitrator shall be selected by mutual agreement of the parties. If the parties cannot agree within seven (7) days after receipt by the Committee of written notice of the Association's intent to submit the grievance to arbitration, the Association may, within seventeen (17) days after such receipt, submit the grievance to the American Arbitration Association. The arbitrator shall be selected in accordance with the then-applicable Voluntary Labor Arbitration rules of the American Arbitration Association. Any arbitration hereunder shall be conducted in accordance with such rules, subject to the provisions of this Agreement. The administration fees of the American Arbitration Association and the fees and expenses of the arbitrator shall be shared equally by the

Association and the Committee. Each grievance shall be separately processed in any arbitration proceedings hereunder unless the parties otherwise agree.

The Committee shall have standing to question substantive and/or procedural arbitrability in arbitration and/or in an appropriate forum, provided that as to any question of procedural arbitrability (except as to reference to arbitration) the Committee has notified the Association of its intention to raise such question before the Association refers the matter to the American Arbitration Association or before an arbitrator is otherwise selected pursuant to the preceding paragraph.

The function of the arbitrator is to determine the interpretation and application of express language in specific provisions of this Agreement, and the arbitrator shall not substitute his or her judgment for that of the Committee. There shall be no right in arbitration to obtain, and no arbitrator shall have any authority or power to award or determine any change in, modification or alteration of, addition to, or detract from, any of the provisions of this Agreement. The arbitrator may or may not make his or her award retroactive as the equities of the case may require, but in no event shall any such award be retroactive beyond the date on which the grievance was first presented in accordance with the procedures set forth in Section 4.4. The arbitrator shall furnish a written opinion specifying the reasons for his or her decision. The decision of the arbitrator, if within the scope of his or her authority and power under this Agreement, shall be final and binding upon the Committee, the Association, and the teacher who initiated the grievance.

4.10 The term "days" as referred to herein means school days.

V. Employee's Work Hours and Work Year

5.1 The work year for employees shall be 180 days with students and three (3) non-student days. The work day for employees shall begin at 8:30am and end when buses depart. Should an employee be unable to begin work day at 8:30am and/or be unable to remain in the building until buses depart, such employee will make every effort to contact the administration as soon as possible to make necessary arrangements. As a regular part of their work schedule, teachers may be required to attend one, one (1) hour staff meeting per month related to curriculum evaluation, revision and development or such other matters as the Superintendent or his/her designee shall determine, and teachers shall, except in unusual circumstances be notified in writing at least two (2) weeks in advance of such meetings. While the Committee intends that the regular work schedule of teachers will not include more than one such meeting per month, it may vary this schedule in rare circumstances provided that it bargains with the Association as required by G.L. c.150E.

5.2 The Association shall be notified at least 30 days prior to the adoption of a new school calendar.

5.3 The hours of work for Project Grow Teachers shall be applicable to those teachers and to those teachers only. The performance of work during such hours by the Project Grow Teachers shall not establish a precedent for the remainder of the bargaining

unit. Furthermore, no bargaining unit member shall be transferred to a vacant Project Grow position except by the mutual agreement of the teacher.

5.4 Flex Time: The school adjustment counselor, the school psychologist, music teachers, project grow teacher and the speech therapist may work a flex time schedule. It is understood that a flex time schedule shall not include split shifts and shall be strictly voluntary. A flex time schedule may be worked at the request of administration or at the request of the teacher with the approval of administration. However, the music teachers may perform their teacher duties prior to and after school hours, which may result in split shifts on some or all days of their assignments. All decisions to use a flex schedule need to be mutually agreed upon and should be in the best interest of the students. At no time should a flex time schedule reduce a member's hours.

5.5 The work year of teachers of special education shall be that established by the provisions of §5.1 above. Such teachers shall not be required to prepare work for any other employee to be used outside the regular school year.

VI. Employee Assignments

6.1 All employees shall be notified of their programs for the upcoming year, including the grades, room assignments, and subjects that they will teach.

- (a) when an involuntary teaching assignment transfer is necessary, careful consideration will be given to such attributes as area of certification, enrollment, major/minor field of study, and length of service in the employ of the committee in determining which employee is transferred.
- (b) no transfer will result in the reduction of teaching pay, teaching professional stature, or step; nor will it result in an increase in workloads beyond the provisions of the contract in effect at the time is transfer.
- (c) before the employee is transferred, the Principal of the school will notify the employee of the proposed assignment by May 15 of the school year.
- (d) an involuntary transfer shall be made only after a meeting between the employees involved and the Principal and his/her designee.
- (e) between May 15 and June 1 of the school year, meetings between Principal and the employees shall be held to discuss the transfer process (i.e. identify necessary materials, professional development, etc.) in order to facilitate a smooth transition.
- (f) confirmation of notice will be given no later than June 1 of the school year under normal circumstances.

- (g) however, in the event of a change in circumstances during the summer recess, such changes may be made to meet the situation and notice will be given to the employees as soon as possible.
- (h) when a new program differs from the old program, an immediate notice in writing shall be given, and the reasons for such changes will be indicated.
- (i) if additional changes are made during the school year, advance notice will be given as promptly as the circumstances allow.

6.2 Qualified volunteers will receive first consideration when reassignments or transfers are necessary.

- (a) however, special consideration will be given to those being transferred involuntarily over those interested in a voluntary transfer.
- (b) final decisions will be made at the discretion of the Principal to meet the needs of the students.
- (c) no employee shall be involuntarily transferred or assigned for disciplinary action without due process as agreed to in this contract (refer to article 4.1-4.10).

6.3 All employees shall be notified in writing in September of each school year of their base salaries and of any additional compensation for which it is then known that they are entitled.

6.4 Employees are required to participate in school activities as deemed necessary by mutual agreement between the Association and the Committee. School activities shall mean such things as, but not limited to: Open House, General Informational Parents' Meetings, evening meetings and conferences with parents, plays, concerts and related student performance activities. Teachers are required to participate in parent-teacher conferences each fall. In accordance with Article 5.2 the district will create two early release days for the purpose of parent-teacher conferences with a dismissal time of approximately 11:30am. Teachers will offer at least a 15 minute conference for each child and their family. If additional time is needed the teacher will schedule accordingly to meet the family concerns.

6.5 The Association shall be notified 30 days prior to implementation of any new program which is anticipated to involve members of the bargaining unit in their capacities as employees. The Superintendent shall propose the compensation, if any, for each such program and shall notify the Association of such proposed compensation prior to implementation. Any new program may be implemented on the date and with the compensation proposed by the Superintendent.

VII. Teaching Load

7.1 Class size is a function of interaction, not of averages. Classes should be designed by Administration and teachers in concert so as to produce optimum learning for children. Children with special needs require specifically designed instructional motifs. Since grouping is a function of learning needs, classes should be designed according to grouping rather than average pupil-teacher ratios, so that remediation and tutorial problems might be solved. Various combinations of classes may be presented for large group instruction by a teacher or a teacher combination with another teacher, or a teacher and aide, provided that such classes are properly supervised for control. With the above objectives in mind, and recognizing that the ultimate decision on such considerations must rest with the Superintendent, all parties concerned will strive to attain class sizes in a ratio of twenty-five (25) to one (1).

VIII. Planning Periods

8.1 Employees will, in addition to their lunch period, be scheduled a 40 minute planning period each day during which they will not be assigned any other duties, unless such periods are not scheduled because of unavailability of Art, Music or other specialists (in which event the Committee will bargain with the Association pursuant to G.L. Chapter 150E concerning possible alternate scheduling of free time). Meetings and conferences scheduled to discuss parent concerns, student progress, student behaviors (i.e. IEP, 504, case management, etc.) will not be scheduled during these times, unless mutually agreed upon. In the event that a meeting needs to take place during a planning time, every attempt will be made to "reimburse" the employee for that missed time. The administration will work with special education employees to develop a schedule which allows special education staff an opportunity for planning with classroom teachers within the regular work week.

IX. Lunch Periods

9.1 Each employee shall have a 20 minute lunch duty as determined by the duty cycle. The total lunch duty time is not to exceed 20 minutes per week, or 100 minutes in a month (should an alternating weekly duty cycle schedule be used). The school nurse, instrumental band teacher and project grow teacher have been agreed upon exceptions to the 20 minute duty. Each day that an employee does not have a 20 minute duty, the employee will have a 40 minute lunch period free from all duties and responsibilities connected with the instruction and supervision of students. Any needed substitute coverage will be arranged by administration/the front office.

A stipend of \$200.00 will be paid during the first pay period in June yearly to each employee who is required to perform the lunch duty, in accordance with the terms above.

Employee concerns regarding the duty schedule will be discussed directly with the building principal through PSC on an ongoing basis. Through the course of the contract discussion, needed adjustments and/or shifts will be considered/made by administration in order to assist the schedule/new duty system in running smoothly and

being effective. Each spring a discussion will take place between key stakeholders (to include a minimum of one representative from administration, the negotiating team and school committee as well as any others deemed needed) to discuss the duty schedule that has been in place for the year. Administration will give thoughtful consideration to concerns and feedback brought forth during this discussion, when making decisions regarding the duty schedule to meet the needs of the building for the subsequent year.

X. Employee Evaluation

10.1 Teacher performance shall be evaluated in the light of all evidence pertinent to the discharge of the teacher's professional responsibilities, and his or her exercise of judgment, and not solely by his or her work in the classroom. The evaluator(s) shall make a separate signed and dated written report of each evaluation. All such reports shall be submitted within ten (10) school days. The teacher will indicate that he or she has seen and received a copy of said evaluation report by affixing his/her signature to the original copy. (The signature shall in no way indicate agreement with the contents of the evaluation report, but rather serve as evidence that the teacher has seen the report and been given a copy thereof).

10.2 No public address system or audio system or other device permitting monitoring or observance shall be employed for the purpose of evaluation of work performance other than an individual present in the room.

10.3 A teacher shall have the right to review the contents of her/his personal file. A teacher may request a review of her/his personal file for the purpose of proposing the removal of any material that she/he believes to be false or outdated, provided however that no dispute arising out of this provision shall be subject to grievance or arbitration under this Agreement. A teacher shall have the right to have photostatic copies of any, or all evaluation forms, letters or any other contents of her or his personal file, provided that said teacher meets the expenses involved in having these documents reproduced. A teacher shall have the right to submit comments or rebuttal with respect to any such material.

10.4 Any formal complaints regarding a teacher made to any member of the Committee, or coming to the Superintendent or the teacher's Principal from any parent, student or other person shall be promptly called to the attention of the teacher if the Superintendent or the Principal deems them serious. In such event, a teacher shall be given sufficient information to enable him or her to respond knowledgeably to such complaint.

10.5 No material derogatory to a teacher's conduct, service, character or personality will be placed in his or her personnel file unless the teacher has had an opportunity to review such material and file his or her comments or rebuttal. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof.

All legislative changes to common assessments (i.e. Student Growth) will be established and bargained by a committee that is equally represented by Association members and School Committee members. This document will be attached as a Memorandum of Understanding.

XI. Teacher Facilities

11.1 A separate work room containing equipment that is functional and supplies to aid in the preparation of instructional materials shall be provided.

11.2 The Committee agrees to provide the supplies that it deems appropriate for the performance and implementation of the required curriculum in the Marion School System. Under no circumstances will a teacher be required to provide materials at his or her own expense.

XII. Travel Allowance

12.1 A teacher who is required, for the benefit of the School System and with prior approval, to use her or his automobile to travel in the course of her or his employment shall be reimbursed at the prevailing IRS rate per mile. Excluded from such reimbursement is any travel between or among a teacher's residence, the Regional High School, the Regional Junior High School, and/or any of the schools of Marion, Rochester and Mattapoisett.

XIII. Substitutes

13.1 When any supervisor or teacher is absent from her or his teaching position, reasonable efforts will be made to secure a substitute.

XIV. Professional Service Committee

14.1 The Committee and the Association desire to encourage the active participation of teachers in the development and implementation of the best possible educational programs for the school children of Marion, and in the efficient and harmonious operation of the Marion public schools. The Association shall have a standing committee of three (3) to be known as the Professional Service Committee, which may make recommendations to the school principal in regard to such matters. The PSC is encouraged to send copies of any such recommendations to the Superintendent and School Committee. If requested to do so after meeting with the school principal, the Superintendent or his or her designee shall meet with the PSC to discuss the matters raised by the PSC, with the intent of putting such recommendations into practice, or rejecting them in the best interest of the school children of Marion. Any dispute pertaining to or arising out of this Article shall be grievable by the Association to the Committee but shall not otherwise be subject to the grievance and/or arbitration provisions of this Agreement.

XV. Sick Leave

15.1 A teacher who is prevented from working because of personal illness, injury or disability shall be eligible for paid sick leave in accordance with this Article, unless she or he fails to return to work when no longer so prevented.

15.2 Each full-time teacher shall be entitled to fifteen (15) days paid sick leave per school year, except that a teacher who begins work after the beginning of the school year shall be entitled to a pro-rated number of days of paid sick leave for the months remaining in the school year. First-year teachers shall also be entitled to fifteen (15) days, provided that they commence work and further provided that a pro-rated portion of such fifteen (15) day allowance shall be subtracted from their final paycheck if their employment terminates before the end of the school year. Up to ten (10) such days per school year may be taken for assisting with serious family illness, subject to the provisions of Sections 15.4 and 15.5 below.

Teachers who are appointed less than full time and who are scheduled to work five (5) days per week shall also be granted fifteen (15) such days, with payment for each such day on a pro rata basis. Such teachers who are scheduled to work fewer than five (5) days per week shall be granted a prorated portion of such fifteen (15) days, with payment for each such day on a pro rata basis if the teacher is scheduled to work less than a full work day. In other respects, such teacher shall receive the other benefits set forth in this Article XV and in Article XVI on a pro rata basis, and the other conditions described herein and therein shall continue to be applicable.

15.3 Unused paid sick leave shall be accumulated from year to year up to a maximum of ninety (90) days.

15.4 To be eligible to receive paid sick leave, a teacher must report the illness, injury or other disability to the Superintendent or her or his delegate as soon as is reasonably possible, but in no event later than 6:30am to allow ample time for the substitute system to find coverage (unless prevented from doing so for reasons of emergency). In the case of an absence exceeding one day estimate her or his date of return, update, such information in timely fashion, and notify the Superintendent or her or his designee not later than the evening before the day on which the teacher intends to return. The Superintendent or his/her designee understands situations of unforeseen emergencies.

15.5 To be eligible to receive paid sick leave, a teacher shall, if the Superintendent so requests in connection with an occasion of absence of five (5) or more consecutive days or in circumstances where it is concerned that the sick leave program is being abused, furnish evidence satisfactory to the Superintendent that she or he was actually prevented from working because of personal illness, injury or disability. If the Superintendent so desires in connection with an occasion of absence exceeding fifteen (15) consecutive school days (or, in the case of disability relating to childbirth, forty (40) consecutive school days), he/she may retain a physician of his/her own choosing at school committee expense to conduct a medical examination of the teacher and to advise him/her concerning the condition of the teacher.

15.6 Paid sick leave shall be granted to and taken by any teacher who is entitled to Workmen's Compensation or other disability income benefits in accordance with the provisions of this Article, except that the amount of paid sick leave which such teacher shall be paid shall be reduced by the amount of Workmen's Compensation or other disability income benefits to which she or he may be entitled, and the charge against the teacher's sick leave accrual shall be prorated to correspond to such payment. An employee who is unable to work because of an occupational injury which is incurred in the course of her/his employment by the district and which is compensable under the provisions of the Massachusetts Workers' Compensation Act, shall receive as a prorated charge against her/his accrued sick leave the difference between her/his current salary and the amount she/he receives as workers' compensation. During this period of compensable time, if the employee's sick leave time is insufficient, then the employee can request through the Marion Teachers Union additional sick time to be added to her/his sick leave. Additionally, during this time, if the employee chooses, they may make special arrangements with the payroll office to combine the worker's compensation money (60% of their pay) with their pro rata sick time (40% of sick leave time) so as to receive one check with their standard payroll deductions.

15.7 A teacher's annual salary shall be reduced by one one-hundred-eighty-third (1/183) of such salary for each day of absence due to illness, injury or disability not covered by paid sick leave. Such fraction shall be prorated for teachers who are appointed less than full time and who are scheduled to work fewer than five (5) days per week.

15.8 A teacher who has completed ten (10) consecutive years of service in the Superintendent's employ and who notifies the Committee in writing one (1) year prior to his or her date of retirement shall receive, at the time of retirement, a lump sum of one (1) full day's pay for each two (2) days of accumulated sick leave over fifty (50) days, up to the total accumulation of ninety (90) days. Upon the death of a teacher in service, the amount of money due to the teacher under this Section shall be paid to his/her estate.

XVI. Sick Leave Bank

16.1 In the event of extended illness of a teacher, an additional source of aid shall be provided by means of a sick leave bank to provide additional days beyond accumulated sick leave benefits.

16.2 The sick leave bank shall acquire its assets from teachers by the voluntary donation of no more than five (5) sick leave days in any one year from the entitlement of already accumulated sick leave by a teacher. At the beginning of each school year, one (1) such day will be deducted; thereafter during the school year, additional days up to a total of five (5), may be deducted in one (1) day increments each time the bank becomes depleted. Teachers desiring to join the bank must do so by October 1 of each school year. The Administration will provide the Association with application forms by September 15 of each school year. Only bargaining unit members who join the bank may participate in its benefits.

16.3 The policy concerning the operation of sick leave bank and the awarding of extended sick leave days from the bank will be governed by a Board of Directors consisting of two (2) members appointed by the Superintendent and two (2) members appointed by the Association. The specific operation of the bank shall be administered by the Superintendent.

16.4 No teacher may be granted any sick leave accumulation on deposit in the sick leave bank as long as such teacher has accumulated sick leave accruing to his or her personal credit.

16.5 All sick leave donations shall become the property of the Sick Leave Bank and shall remain therein for use by eligible members in accordance with the policy of the Board of Directors.

16.6 Teachers eligible for sick leave bank benefits must have been in the employ of the Marion School System for at least two (2) years.

16.7 Discretion will be allowed to the Superintendent to require medical evidence of any absence. The Board of Directors will decide upon the merits of such evidence.

16.8 Nothing arising out of this Article XVI or pertaining to any dispute arising out of this Article XVI shall be subject to the grievance and arbitration procedures of this Agreement.

16.9 Notwithstanding any other provision of this Article to the contrary, including the two (2) year employment requirement set forth in §16.6, bargaining unit members employed as of the execution date of this Agreement (11-9-11) may utilize sick leave days on deposit within the sick leave bank as necessary to reach the ninety (90) threshold for eligibility for coverage under the long term disability insurance program provided pursuant to Article XXXIII if they do not otherwise have ninety (90) accrued sick leave days. Additionally, such bargaining unit members, who may have a pre-existing condition which would exclude them from participation in the aforementioned long-term disability insurance program during their first year of membership, shall be able to utilize sick leave days on deposit within the sick leave bank as necessary to cover such period of time until coverage commences. Finally, bargaining unit members employed after the execution date of this Agreement shall be required to meet the two (2) year employment requirement of §16.6.

XVII. Personal Leave

17.1 A full-time teacher shall be eligible, upon the approval of the Superintendent, for not more than four (4) days' leave with pay in any one school year for important personal activity which is necessary to attend to within school hours. "Important personal activity" shall include, but not be limited to, business or legal affairs, serious family illness, selective service examination, and observance of major religious holidays of the religious faith to which a teacher belongs. Personal leave may not be taken as vacation or holiday. Personal leave may not be accumulated. To be eligible to

take personal leave, a teacher must give written notice explaining the reason for the leave to the Superintendent (or to her or his designee) at least forty-eight (48) hours before the intended leave is to be taken (except in cases of emergency).

17.2 Nothing in this Article shall preclude the Superintendent from granting additional personal leave with or without pay which it, in its sole judgment, deems warranted. In any cases of leave without pay, a deduction from salary shall be made of one one-hundred-eighty-second (1/182) of the teacher's annual salary for each such day. Such fraction shall be prorated for teachers who are appointed less than full time and who are scheduled to work fewer than five (5) days per week.

17.3 Teachers who are appointed less than full time and who are scheduled to work five (5) days per week are eligible for personal leave as stated above, with payment for each day of leave on a pro rata basis. For such teachers who are scheduled to work fewer than five (5) days per week, the four (4)-day eligibility set forth in Section 17.1 shall be prorated, with payment for each such day on a pro rata basis if the teacher is scheduled to work less than a full work day. The other conditions set forth in this Article XVII shall be applicable.

17.4 Personal leave days under section 17.1 shall not be cumulative. However, in any academic year when a full time employee does not utilize any of the four (4) days provided in 17.1 (a) above then, at the end of such year, four (4) days shall be added to the employees' sick leave accumulations under Article XV. Part time employees may opt to have their (1) unused day applied to their sick leave accumulations or rolled over into the following year for use during that year. At no time shall a bargaining unit member have more than four (4) accumulated personal days starting the new year.

XVIII. Bereavement Leave

18.1 Full-time teachers shall be granted up to and including five (5) days of leave without loss of pay for personal bereavement. Teachers shall be granted additional leave without loss of pay because of the bereavement, but such consideration shall be at the discretion of the Superintendent. Request for leave should be made to the Superintendent through the Principal on the approved forms.

18.2 Teachers who are appointed less than full time and who are scheduled to work five (5) days per week shall be granted bereavement leave as stated in this Article, with payment for each day's leave on a pro rata basis. Such teachers who are scheduled to work fewer than five (5) days per week shall be granted as bereavement leave the number of regularly scheduled work days that fall within one (1) calendar week, with payment for each day's leave on a pro rata basis if the teacher is scheduled to work less than a full work day. The other conditions set forth in this Article shall continue to be applicable.

XIX. Parental, Adoption, FMLA and Extended Leaves

A. Parental Leave

- 19.1. An employee who desires parental leave will make every effort to notify the Superintendent of her anticipated leave date as soon as practicable, and in accordance with M.G.L. c. 149, §105D.
- 19.2. If such employee has completed three consecutive months of active employment in the school system and has given two weeks' notice of his/her expected departure date and notice that he/she intends to return, he/she will be entitled up to eight (8) weeks' maternity leave without pay.

B. Family Medical Leave Act (FMLA)

In accordance with current federal and state laws such as the Massachusetts Parental Leave Law, Family and Medical Leave Act, Pregnancy Discrimination Act, and Small Necessities Leave Act the district would comply at a minimum; however, the contract may offer additional benefits.

In the case of family medical leave, leave under the FMLA commences when an employee's family medical leave commences, and such FMLA leave shall run concurrently with maternity leave. From the commencement date of family medical leave through the following eight (8) week period, the employee taking family medical leave is allowed to use up to forty (40) sick days of leave, dependent on the actual number of work days occurring within the eight (8) week span. At completion of the eighth (8th) week, the employee is allowed unpaid FMLA leave for an additional four (4) weeks.

Such an employee shall be entitled to the use of sick leave for any period of physical disability due to her pregnancy and birth upon written certification of such physical disability by her attending physician. Sick leave shall be allowed only for days on which teachers would normally be working during their regular work year.

For all FMLA leaves of absences, including but not limited to family medical leave, the employer will continue to contribute its share of any applicable health insurance premiums during the entire twelve (12) week unpaid leave period provided by FMLA. Following expiration of the twelve (12) week unpaid leave period provided by FMLA, an employee on extended leave of absence under this Article may continue group health insurance coverage

during the leave as provided to bargaining unit members not on leave by reimbursing the Treasurer for Town of Marion for one hundred percent (100%) of the premium cost, unless said employee continues to be disabled due to childbearing/birth and is thereby eligible to continue to use sick leave benefits, either accumulated or provided by the Sick Leave Bank, or be placed on a Medical Leave of Absence. Failure to forward timely premium payments will terminate this option.

C. Extended Leave

In the event an employee with professional status desires a leave without pay longer than the eight (8) weeks provided by statute, such leave without pay may be extended up to one (1) year for child rearing purposes, provided that the termination of such leave coincides with the beginning of a school year or a marking period. In order to implement this extension, the employee must indicate his/her desire to do so, together with a firm date of his/her return to work, in his/her initial letter of application to the Superintendent of Schools for such leave, and in the case of an employee intending to return at the beginning of a school year, a written notification stating the employee will or will not return in September must be submitted no later than April 1, within the leave period. Extended leaves of absence may be granted in the sole discretion of the Superintendent or his/her designee. A teacher on extended leave of absence under this Article XIX, C (not subject to FMLA) may continue group health insurance coverage during the leave as provided to bargaining unit members not on leave by reimbursing the Treasurer for the Town of Marion for one hundred percent (100%) of the premium cost. Failure to forward timely premium payments will terminate this option.

D. An employee on parental leave pursuant to this Article XIX, shall, at the termination of such leave, be restored to the active employ of the Committee unless she would not otherwise have remained in such employ. Where feasible, on return to the Marion Public Schools from parental leave, the employee shall be assigned to the position that he/she held before commencing the leave. In determining the placement on the salary schedule of a teacher who returns from a maternity leave of absence, credit for a full year of teaching will be given on the salary schedule for the school year during which the leave began, if the employee completed at least half the number of school days during said school year.

F. A professional employee with PTS or a professional employee without PTS who has completed one (1) full year of employment shall be entitled to an unpaid or paid leave if there is accumulated sick leave available for the period not exceeding eight (8) weeks for the purpose of adopting a child. Said leave may be extended beyond the aforementioned eight (8) weeks for up to one (1) year (inclusive of the eight (8) weeks). Said employee must give to the employer at least two (2) weeks' notice, if

possible, of the anticipated date of departure and intention to return. If said employee intends to exercise the extension option they shall notify the employer at the time of their initial notice.

An employee on adoption leave pursuant to this Article XIX, shall, at the termination of such leave, be restored to the active employ of the Committee unless he/she would not otherwise have remained in such employ. Where feasible, on return to the Marion Public Schools from parental leave, the employee shall be assigned to the position that he/she held before commencing the leave. In determining the placement on the salary schedule of an employee who returns from an adoption leave of absence, credit for a full year of teaching will be given on the salary schedule for the school year during which the leave began, if the employee completed at least half the number of school days during said school year.

XX. Sabbatical Leave

20.1 The purpose of the sabbatical leave policy is threefold: (a) recognition of professional excellence as a teacher; (b) encouragement of professional growth for teachers; and (c) improvement of the Marion Public Schools.

20.2 Any teacher who has served continuously in the Marion Public Schools for a period of at least five (5) years may, at the recommendation of the Superintendent, be granted sabbatical leave of absence not to exceed one (1) year for study or research. The applicant must provide with her or his written request for such leave a plan which will include a complete statement of aims and objectives and the procedure whereby these aims and objectives are to be achieved.

20.3 A teacher on a full-year sabbatical leave shall receive a salary equal to one-half of the salary to which she or he would have been entitled and she or he remained in the school system for the period of the leave. A teacher on a one-half year sabbatical leave shall receive a salary equal to the salary to which she or he would have been entitled and she or he remained in the school system for the period of the leave. For teachers, salary will be interpreted to mean the basic salary excluding supplemental payments for special assignments.

20.4 Preliminary requests for a leave of absence shall be made in writing to the Superintendent on or before January 1 of the school year prior to the school year for which leave is requested. Final determination of the request for a leave of absence shall be made no later than March 15 of the school year prior to the school year for which the leave of absence is requested. The Superintendent shall grant or deny requests for sabbatical leaves of absence as he/she, in his/her sole discretion, deems appropriate.

20.5 Before beginning the sabbatical leave, the teacher shall agree with the Superintendent that, upon termination of such leave, she or he will return to service in the Marion Public Schools for a period of at least two (2) years and that in default of completing such service she or he will refund to the Town of Marion an amount equal to

such proportion of salary received by her or him on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.

20.6 A teacher returning from sabbatical leave shall be placed on the salary schedule at the level she or he would have attained had she or he remained in the Marion Public Schools.

20.7 If feasible, on return to the Marion Public Schools, a teacher shall be assigned to the position that she or he held before leaving the Marion Public Schools.

XXI. Military Leave

21.1 The Committee will comply with all State and Federal laws with respect to mandatory military leaves of absence. A teacher who is required to perform annual active duty for training will do so during the months of July and August except when the requirement of the Government makes other demands necessary. In such instances, the teacher will be granted necessary leave, upon written notification from the teacher's commanding officer. All military leaves shall be without pay. Military leave will be granted to any teacher who is inducted or who enlists for one required term in any branch of the armed services of the United States or during the period of any involuntary extension of enlistment. Upon return from such a leave, a teacher will be placed on the salary schedule at the level which she or he would have achieved had she or he remained in the Committee's active service during the period of absence, up to a maximum of four (4) years.

XXII. Professional Leave

22.1 A teacher may, if the Superintendent approves in advance, be granted leave with pay to attend professional meetings, conferences or visitations in the interest of the school system. The Committee shall pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by a teacher who attends such professional meetings, conferences or visitations. There will be no charge against the teacher's sick leave or personal leave if one or more professional days are granted.

XXIII. Jury Duty

23.1 A teacher who is prevented from working because of required service as a juror will receive the difference, if any, between the payment that she/he receives as a juror and the compensation that she/he would have received for otherwise scheduled work. There will be no charge against the teacher's sick leave or personal leave for absences required by such service.

XXIV. Discipline and Discharge

24.1 No teacher will be discharged, suspended without pay, or formally reprimanded without just cause. For the purposes of the previous sentence, "discharge" shall mean dismissal from the employ of the Committee for a disciplinary reason and shall not include any decision by the Superintendent not to reappoint a teacher to

employment for any school year nor any decision pursuant to Article XVII (Reduction in Force); and "formally reprimanded" shall mean formal written notice to a teacher of unsatisfactory performance or conduct, and shall not include any other notes or memoranda (provided, however, that the contents of any such notes or memoranda shall remain contestable if they are used as evidence in a hearing for discharge or suspension without pay under this Article). Notwithstanding any other provision of this Agreement, the Superintendent retains sole discretion to decide whether to reappoint a teacher without professional status without such decisions being subject to the grievance and arbitration procedures of this Agreement.

XXV. Reduction In Force

25.1 Decline in student enrollments, changes in curricular offerings, economic restraints, restructuring, reorganization or other pressing conditions may necessitate the reduction of a number of professional positions in the school system. When the Superintendent determines that professional staff reductions are necessary, he/she shall, consistent with applicable laws, determine the order in which employees shall be reduced or released. Within the disciplines set forth in Section 25.3(c) below, all employees without professional status shall be reduced or released first, to the extent required by M.G.L Chapter 71 Section 41. Sections 25.2 through 25.6 below shall apply to employees with professional status only.

25.2 The order in which employees with professional status shall be reduced or released shall be determined in the following manner: An employee with greater length of service shall be retained unless an employee with a lesser length of service in the discipline has superior performance and/or ability (in relation to the subjects to be taught). In determining whether or not an employee with greater length of service was properly selected for reduction or release, the Superintendent shall have the burden of showing by a preponderance of the evidence that the employee with the shortest length of service in said discipline who was retained was superior in performance and/or ability (in relation to the subjects to be taught). An employee who is selected for reduction or release from a discipline may, if such employee has greater length of service, displace the teacher with the shortest length of service in another discipline in which the displacing teacher had successful teaching experience within the preceding three (3) years in the Marion Public Schools, unless such employee with the shortest length of service in such other discipline has superior performance and/or ability (in relation to the subjects to be taught). In determining "superior performance and/or ability (in relation to the subject to be taught)", the Superintendent shall consider job-related factors, including but not limited to performance, experience, and academic preparation. Employees with professional status will be given consideration for positions he/she is qualified for in the case of reorganization or restructuring.

25.3 The terms "length of service", "recall" and "discipline" as used in this Article shall mean as follows:

- (a) "Length of service" means an employee's length of uninterrupted service as a regular employee in years, months, and calendar days in the

Marion Public Schools. Leaves of absence shall not be considered breaks in service; however, only leaves of absence for which salary credit is granted shall be counted as years, months and calendar days for purposes of this definition. Ties in length of service shall be resolved first in order of the employees' relative levels of attainment pursuant to Appendix B of this Agreement, and second in order of length of teaching experience in other school systems. If ties still remain, they shall be resolved by the Superintendent by lot.

(b) "Recall" means the right: (1) to return to a position in the discipline from which an employee was originally reduced or released in the reverse order in which said employee was reduced or released pursuant to Section 25.2 above, or (2) to fill a position in another discipline for which the teacher is qualified and eligible for recall pursuant to Section 25.5 below. An up-to-date recall list by discipline shall be maintained by the Superintendent and shall be available to the Association upon request.

(c) "Discipline" means one of the following:

- Grades PK-6 (classroom)
- Art
- Enrichment Teacher
- Music
- Guidance
- Physical Education
- Special Needs (by certification)
- Librarian (Media Specialist)
- Reading
- Technology Instructor
- Speech
- School Adjustment Counselor
- School Psychologist

25.4 When a reduction in force (RIF) is to take place, the Superintendent shall give written notice as soon as possible but no later than 15 days after the town budget has been established to the affected employees that their reduction or release is proposed. It is recognized, however, that such notification of the intended reduction may be given later than 15 days after the town budget is established, and that reduction may occur during a school year. In such cases, the teacher with professional status shall receive notice of the intended layoff at least 30 days, before the effective date of the layoff. If the employee wishes to elect recall rights pursuant to Section 25.5 below, said employee must so notify the Superintendent, in writing, within ten (10) calendar days of the receipt of the RIF notice. An employee will be eligible to elect recall rights provided that said employee has waived, in writing, on a form provided by the Superintendent, within ten (10) calendar days of the receipt of the RIF notice, any present or future rights to a dismissal hearing and/or judicial review that he or she may have pursuant to Chapter 71, Sections 42, 42A and/or 43A of the Massachusetts General Laws.

25.5 Employees who elect recall rights pursuant to Section 25.4 shall have recall rights pursuant to Section 25.4 shall have recall rights pursuant to this Section 25.5 for two (2) years following the dates of the RIF notice. If, subsequent to a RIF notice, a vacancy occurs in a discipline from which employees have been reduced or released and elected recall rights, a recall notice shall be sent via certified mail to the employee most recently reduced or released from the discipline in which the vacancy exists; simultaneous notifications may be made to two or more such employees. If there are no employees in said discipline eligible for recall or if all such employees have been offered recall and there is still a vacancy, a notification of the existence of such vacancy shall be sent to the Association for distribution to employees in other disciplines who have elected recall rights. Any such employee may apply to fill the vacancy, and it will be filled by the teacher from another discipline with the greatest length of service who has elected recall rights and who is qualified to fill the vacancy. If an employee fails to notify the Superintendent within fourteen (14) calendar days of the issuance of a recall notice of his/her intent to accept recall, said employee shall forfeit all rights and benefits provided for in this Agreement. An employee who accepts recall must commence work on the date set forth in the recall notice. An employee who accepts recall shall have restored upon recall all benefits accrued up to June 30 of the school year in which the RIF notice was given. Employees with recall rights are required to keep the Superintendent and the Association informed of their current mailing address, including any temporary address where they can be reached if they will be traveling or otherwise away from their home mailing address. During the recall period, employees shall be entitled to participate in any group health and/or life insurance programs available to any teacher on leave of absence without pay, provided that the employee pays the entire cost of insurance premiums within 30 days of the billing date as issued by the Town Treasurer and further provided that such participation is permitted under the terms of such programs. An employee on leave of absence pursuant to other Articles of this Agreement shall be considered as if he or she were on active duty for purposes of this Article. If an employee accepts recall to a position that is not equivalent in hours of employment to the position held immediately preceding that employee's reduction or release, said employee will have the right to fill the next position that becomes available that is equivalent in hours of employment to the position from which that employee was reduced or released.

25.6 No employee with professional status who has been reduced or released on the basis of his or her length of service shall have recourse to the grievance and arbitration procedures of this Agreement except to the extent that there have been violations of the procedures set forth in this Article.

25.7 Within thirty (30) days after the execution of this Agreement, and again after the beginning of each school year thereafter, the Superintendent shall provide to the Association a listing of all tenured employees by discipline, in order of their length of service.

25.8 Employees with professional status who are laid off and not subsequently recalled shall be eligible for the benefit described in Section 15.8 without regard to the number of years of service completed.

XXVI. Base Salaries

26.1 Teachers' base annual salaries during the years September 1, 2011 through August 31, 2012, September 1, 2012 through August 31, 2013 and September 1, 2013 through August 1, 2014 shall be determined in accordance with Appendix A attached hereto, as specified in Sections 26.2 and 26.3 below. A teacher's base annual salary for each year of this Agreement shall be paid in twenty-six (26) installments during the period September 1 through the next August 31, but it shall be deemed to have been earned pro rata according to the number of school days completed. A teacher's earned and unpaid salary will, if the teacher so requests in writing on or before May 1, be paid in a lump sum payment as the final regular payment in June.

26.2 Teachers whose teaching loads are less than full time shall be paid on a pro rata basis.

26.3 Upon the hiring or rehiring of a teacher during the life of this Agreement, the Superintendent shall place the teacher on the salary schedule as he/she, in his/her discretion, deems appropriate. Credits for courses taken prior to employment by the Committee must be presented by the teacher to the Superintendent for evaluation and approval in connection with initial salary placement.

26.4 An amount equal to one one-hundred-eighty-third (1/183) of her or his annual salary shall be deducted from a teacher's pay for each day when she or he is absent other than on a leave with pay in accordance with the provisions of Articles XV through XXIII, inclusive. Such fraction shall be prorated for teachers who are appointed less than full time and who are scheduled to work fewer than five (5) days per week.

26.5 Step 13 of the Appendix A salary schedule shall be one thousand one hundred fifty dollars (\$1,150.00) higher than Step 12 and shall not be subject to the application of the across-the-board percentage. The value of such step shall be negotiated separately as part of the negotiations of successor agreements. In order for a bargaining unit member to move from Step 12 to Step 13 and to remain thereon, he/she must take a (3 or more credit) graduate level course approved in advance by the Superintendent once every three (3) years. A course used to satisfy Step 13 requirement may not be used simultaneously for level change movement. The same course may also not be used for Tuition Reimbursement.

XXVII. Increases to, and Withholding From, Base Salaries

27.1 Movement on the salary schedule set forth in Appendix A may be based only upon credits acquired by a teacher while in the employ of the Committee and approved in advance by the Superintendent. In addition, upon the prior approval of the Superintendent, up to six (6) Inservice credits (for Inservice courses that have been approved by the Superintendent and the Association) may be credited for such movement. Such movement shall become effective on the September 1 next following the teacher's completion of the applicable requirements, providing that the Superintendent

has received satisfactory documentation evidencing attainment of the applicable educational level not later than the August 31 preceding such September 1.

27.2 The Superintendent may, in his or her discretion, increase the base salary rate of any teacher by awarding her or him an additional step on the applicable Salary Schedule, or by awarding her or him a noncumulative merit award which will be granted at the end of the school year for one year only.

27.3 If a teacher who is eligible, in terms of age and years of creditable service, for retirement under the provisions of law applicable to the Massachusetts Teachers Retirement System gives the Superintendent written application for retirement one (1) year prior to his or her retirement, she or he will receive an annualized increase to her or his base salary rate during such final year of \$500, providing that such retirement occurs at the end of the school year preceding the school year in which the teacher attains age 70. (Such \$500 increase shall be prorated for a teacher who is appointed less than full time). A teacher who seeks to retire pursuant to this Section must submit to the Superintendent a binding application for retirement prior to the date set forth in the preceding sentence. If a teacher fails to complete her or his final school year of teaching pursuant to the first sentence of this Section, or if a teacher retires and thereafter secures teaching employment in another school system, she or he will repay to the Committee the sum received pursuant to this Section, and the Committee may withhold such sum from any monies otherwise owed to the teacher. It is understood and agreed that the Committee assumes no responsibility as to whether a teacher who receives monies pursuant to this Section will receive a retirement pension from the Massachusetts Teachers Retirement System or whether any payment made pursuant to this Section will be included by the Massachusetts Teachers Retirement System in determining the amount of any pension benefit for the teacher.

27.4 The Superintendent may withhold from a teacher the annual increase that she or he would otherwise receive pursuant to Article XXVI, providing that (i) the teacher is given written warning by April 15 of the Superintendent's intention so to recommend; (ii) the teacher is so notified in writing by the last day of the school year preceding the withholding, and is given a written statement of the reason for such withholding; and (iii) the reason is just.

XXVIII. Tuition Reimbursement

28.1 A teacher shall be eligible to apply for tuition and fee reimbursement under this Article if she/he has completed two years of continuous employment in the employ of the Committee.

28.2 In order to qualify for tuition and fee reimbursement, courses must be approved in advance by the Superintendent both as to subject matter and accredited educational institution. Application for such approval may be made in writing on or after April 15 with respect to courses to be commenced during the following September 1 to August 31. Applications for tuition reimbursement shall be processed in order of receipt.

28.3 In order to receive tuition and fee reimbursement, a teacher must provide documentation of successful completion of the course with a grade of 80% or B-equivalent, and must agree to continue in the Committee's employ for one (1) year from completion of the course and, in default thereof, to refund to the Committee the amount received. Should a teacher receive financial aid for a course from some other source (e.g. grant, scholarship), she/he shall be eligible only for the difference between the tuition and fee for the course and the amount received from such other source, not to exceed the maximum benefit.

28.4 "Tuition and fees reimbursement is subject to the allotment of funds budgeted for the tuition and fees reimbursement program, which shall be \$8,000.00. Tuition and fees reimbursement shall be 75% of tuition and fees up to a maximum of \$800.00 per teacher per year (provided, however, that a teacher may apply for 75% tuition and fees reimbursement in excess of such \$800.00 maximum if the annual allotment, as set forth above, is not consumed by other teachers seeking tuition and fees reimbursement within such \$800.00 maximum.)"

28.5 For a teacher who is appointed less than full time, the \$600 maximum shall be applied on a pro rata basis.

XXIX. Summer Curriculum Work

29.1 An employee who is appointed by the Superintendent to perform summer curriculum work after the conclusion of the school year will receive at least the district appropriate rate.

29.2 Where practicable, all curriculum and committee work positions shall be posted within the school for a period of at least ten (10) days prior to being filled.

XXX. Association Service Fee

30.1 This Association Service Fee provision shall be subject to Section 12 of Chapter 150E of the General Laws. If and when a teacher is not a member in good standing of the Association, he or she shall no later than the ninetieth (90th) day following his or her commencement of teaching or the effective date of this Agreement, whichever is later, commence payment to the Association of a service fee in an amount certified in writing by the Association (on or before September 15 of each school year) to be in accordance with said Section 12 of Chapter 150E. [Failure by a teacher to pay such service fee shall, upon the concurrence of two-thirds or more teachers in the bargaining unit, result in the loss of two (2) day's pay for such teacher.]

XXXI. Dues and Service Fee Deductions

31.1 The Committee agrees to deduct from the salaries of teachers who have on file with the Superintendent an executed current Deduction Authorization Card (which may remain in effect from year to year), in the form set out below, dues for the Marion Teachers Association, the Massachusetts Teachers Association, and the National Education Association, or a service fee pursuant to Article XXX, and to transmit the

monies deducted to the Marion Teachers Association Treasurer. Teacher authorization shall be in writing in the form set forth below:

Deduction Authorization Card

Name _____

Address _____

I hereby request and authorize the Marion School Committee to deduct from my earnings and to transmit to the Treasurer of the Marion Teachers Association such amounts as are necessary to provide for regular payments of the annual membership dues of the Marion Teachers Association, the Massachusetts Teachers' Association, and the National Education Association, or of the annual service fee of the Association, in equal deductions from amounts earned in each payroll period from October through June. If I cease employment during a school year, the balance of my annual membership dues or service fee shall be deducted from my final paycheck. I may withdraw this authorization by giving at least sixty (60) days' notice in writing of such withdrawal to the School Committee named above. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve said Committee, and any or all officers of the Committee, from any liability therefore.

Teacher's Signature

Date: _____

The specific amount of the current dues of each said associations and/or the specific amount of the current Association service fee shall be certified to the Superintendent by the Marion Teachers Association Treasurer on or before September 15 of each school year. The Town Treasurer will submit the amounts deducted to the Association Treasurer within thirty (30) days after the issuance of their paycheck from which the deductions were taken. The Town Treasurer will submit such amounts to the Association Treasurer by mail addressed to Treasurer, Marion Teachers Association, Sippican School, Marion, MA 02738. The provisions of this Section shall be subject to the requirements of Section 17C of Chapter 180 of the General Laws including the requirement that the Town

Treasurer shall be satisfied by such evidence as he/she may require the Treasurer of the Association has given to the Association a bond, in a form approved by the Commissioner of Corporations and Taxation, for the faithful performance of his or her duties, in a sum and with such surety as are satisfactory to the Town Treasurer.

31.2 The Committee agrees to authorize payroll deductions to a teacher-affiliated credit union.

31.3 The Association shall indemnify and save the Committee and/or the Town of Marion harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken or not taken pursuant to this Article, providing that the School Committee has undertaken its obligations under this Article in good faith.

XXXII. Teacher Retirement System

32.1 Deduction from teachers' salaries shall be made as required by Massachusetts law for the Massachusetts Teachers Retirement System.

XXXIII. Life and Health Insurance

33.1 Group health insurance, life insurance and long term disability insurance* shall be made available to employees and retirees to the same extent and on the same basis as they are authorized by the Town of Marion and made available to employees.

*Each employee's salary will be increased by the cost of a Long Term Disability Policy, which each employee will purchase from an insurance company (See Attached Plan) selected by the Town of Marion at a cost negotiated by the Town of Marion. The Town will calculate the premium to be charged to the employee and will then raise their wages by a like amount in order that it will net out to have no impact on the employee.

XXXIV. Tuition for Dependents

34.1 The children of bargaining unit members who do not reside in the Town of Marion shall be permitted to attend the regular day program of the Marion Public Schools on a tuition-free basis. For the purpose of the foregoing sentence, the regular day program is defined as the program funded under the Committee's regular day budget. The attendance of the children of non-resident bargaining unit members shall not cause the Committee to add any additional class sections and to the extent that such children are enrolled in Kindergarten, their parents shall be responsible for the same tuition charges as Marion residents.

XXXV. Personal Injury

35.1 To the extent authorized by the Town of Marion, the provisions of Massachusetts General Laws c.152, §69, concerning Workmen's Compensation Benefits, shall be applicable to teachers.

35.2 Employees shall report all incidents of assault including, but not limited to, abusive and threatening language and/or behavior and/or assault and battery to the Principal within 24 hours of their occurrence. This information will be shared by the Principal with the Superintendent. Upon receipt of such report, the administration shall forthwith investigate the matter and take whatever action it deems appropriate. Within reasonable amount of time a debriefing meeting will take place between the principal and all appropriate parties. This meeting will include discussions of "next steps" to support the student and staff. The meeting will take place within school hours and coverage will be provided for the classroom teacher, etc.

35.3 No employee shall be responsible for loss, damage, or destruction of school or children's property when such a loss, damage, or destruction is not the fault of the employee and as a result of an assault. Should the personal property of an employee be damaged during an assault, documentation of the loss may be submitted to the school committee for review.

XXXVI. Severance Provisions

36.1 Should any provision of this Agreement be or become invalid because of any existing or future provisions of law, the remainder of this Agreement shall remain in full force and effect for the duration of this Agreement.

XXXVII. Precedence of Provisions of Law

37.1 In administering all matters covered by this Agreement, the Committee and the Association are governed by the provisions of this Agreement and any existing or future provisions of law which may be applicable, and this Agreement shall at all times be applied in accordance with and subject to such provisions of law. Should any provision of this Agreement be deemed to conflict with any such provisions of law, it may become the subject matter of discussion by the parties hereto at the election of either of them for the purpose of attempting to negotiate a substitute provision in compliance with the requirements of such provisions of law.

XXXVIII. Effect of Agreement

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

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

38.3 No provision of this Agreement shall be retroactive prior to its effective date.

APPENDIX A

Note: Effective September 1, 2011, School Nurses shall be paid according to the Bachelor's column of the Teacher Salary Schedule set forth in this appendix. Should a School Nurse not possess a Bachelor's Degree, said School Nurse shall be paid according to that salary schedule column.

The first four steps of the salary schedule shall be modified as below before calculating the 2% increase.

*Step 1 will become Step 4

*The new Step 1 will be \$9,000 less than Step 4

*The new Step 2 will be \$6,000 less than Step 4

*The new Step 3 will be \$3,000 less than Step 4

Once the new steps are refigured a two percent (2%) increase will be calculated for each year of the agreement.

- a. Effective September 1, 2017, the salary schedule shall be increased by two percent (2%) across the board.
- b. Effective September 1, 2018, the salary schedule shall be increased by two percent (2%) across the board.
- c. Effective September 1, 2019, the salary schedule shall be increased by two percent (2%) across the board.

APPENDIX B

Employee Service Compensation

Additional compensation shall be granted to full time employees as follows:

- a. After the completion of ten (11) years:

\$1,150

- b. After the completion of twenty-three (24) years:

\$1,650

An employee who is less than full time shall receive the employee service compensation on a prorated basis; provided, however, that if an employee who has been continuously employed since August 31, 1993 had been employed on a full time basis on such date, and is thereafter involuntarily reduced to less than full time status, such employee shall continue to receive the amount applicable to a full-time teacher for three (3) years following such involuntary reduction.

Additional compensation shall be granted to full time employees effective September 1, 2018 (2nd year of contract) as follows:

- a. After the completion of ten (10) years:

\$1,150

- b. After the completion of twenty-three (23) years:

\$1,650

An employee who is less than full time shall receive the employee service compensation on a prorated basis; provided, however, that if an employee who has been continuously employed since August 31, 1993 had been employed on a full time basis on such date, and is thereafter involuntarily reduced to less than full time status, such employee shall continue to receive the amount applicable to a full-time teacher for three (3) years following such involuntary reduction.

APPENDIX C

EARLY RETIREMENT INCENTIVE PLAN

In order to provide an incentive for retirement for those teachers who so desire, the Association and the School Committee hereby agree upon an Early Retirement Incentive Plan ("ERIP") having the following elements:

1. A teacher eligible for the ERIP shall be a teacher who has been employed as a teacher by the Committee for not less than eleven (11) school years as of the effective date of resignation or retirement. Said eleven (11) years must be consecutive. Time spent on leaves of absence for which no salary credit is granted shall not be counted towards the eleven (11) years but will not interrupt the term of service. The teacher to be eligible for ERIP must be actively teaching in the Marion Public Schools on a full or regular part-time basis for at least ninety-one (91) days during the academic year at the end of which the resignation or retirement shall be effective.
2. If a teacher eligible for ERIP submits irrevocable notice of his/her desire to resign or to retire pursuant to the Massachusetts Teachers Retirement System (M.G.L. c.32), and so resigns or retires, he/she shall receive a severance payment as provided in the following paragraph. Such notice must be submitted in writing to the Superintendent of Schools on the attached form one (1) year prior to his or her date of resignation or retirement. Teachers giving such notice must resign or retire from the Marion Public Schools as of the effective date in the notice letter to the Superintendent, unless their proposal to resign or retire is not accepted provided in Paragraph 4 below, in which case the teacher will have fourteen (14) calendar days to withdraw such intent to resign or retire.
3. The total payment to be made pursuant to the preceding paragraph will be calculated as follows:
 - a. A teacher who has completed eleven (11) years in the employ of the Committee will be eligible for \$5,000 plus \$250 per year for each year beyond eleven (11) to a maximum of \$7,500 subject to Section 3 (b) below.
 - b. After the teacher attains age 55, for each year in the employ of the Committee thereafter, the amount will reduce by \$250 to a minimum of \$5,000.
 - c. The severance benefit will be paid in two installments, the first of which will be paid on or before the July 31 immediately following the effective date of the resignation or retirement. This payment will represent two-thirds of the total amount to be paid to the teacher. The remaining one-third will be paid to the teacher no

later than the June 30 immediately following the July 31 cited above.

Such payments will be reduced by all legally required deductions and any unemployment benefits paid, to be paid, or chargeable to the recipient during the preceding period.

4. In order to qualify for the ERIP, an eligible teacher must submit the notice described in Paragraph 2 above to the Superintendent one (1) year prior to his or her date of resignation or retirement. In the event that fewer than three eligible teachers give such notice of their desires to resign or retire, all shall be selected for resignation or retirement pursuant to the ERIP and will thereby receive the severance pay benefit described above. In the event that more than two eligible teachers give such notice of their desire to resign or retire, the two teachers with the earliest notice date shall be approved by the Superintendent, but beyond those two teachers, the Superintendent shall decide, within his/her sole discretion, how many (beyond two) and which of such teachers will be selected for resignation or retirement pursuant to the ERIP and will thereby receive the severance pay benefit described above; in this event, the Superintendent shall, on or before April 30 of the school year at the end of which the resignation or retirement shall be effective, notify all eligible teachers who have given timely notice of their desire to resign or retire pursuant to the ERIP as to whether they have been selected for participation in the ERIP.
5. If a teacher is chosen to receive the ERIP, that teacher may not collect under the provisions of Section 27.3.
6. This Memorandum of Agreement will be in effect for the school years 2017-2018, 2018-2019 and 2019-2020 and for the term of its existence it will be an addendum to the Collective Bargaining Agreement between the Marion Teachers Association and the Marion School Committee.

FORM OF NOTICE

Dear Mr. White:

With this letter I give notice that I desire to resign or retire pursuant to the Massachusetts Teachers' Retirement System (M.G.L. c.32), to be effective June 30, 20__ contingent on my being chosen for the Early Retirement Incentive Plan detailed in the Memorandum of Understanding between the Marion Teachers' Association and the Marion School Committee. I understand that should more than two (2) people opt for this ERIP, the Superintendent shall decide how many beyond two will be chosen and which teachers will be selected for the severance pay benefit. I understand that, subject to the contingency expressed in the first sentence above, this notice is irrevocable.

Sincerely yours,

Signature

Type Name

Date

APPENDIX A

Salary Schedule for 2017-2020

17-18 (2%)	Bach.	Bach+15	Bach+30	Mast.	Mast.+15	Mast.+30	Mast.+45	Mast.+60
Step 1	\$ 44,037	\$ 46,647	\$ 47,775	\$ 48,648	\$ 49,516	\$ 50,390	\$ 50,621	\$ 52,129
Step 2	\$ 47,097	\$ 49,707	\$ 50,835	\$ 51,708	\$ 52,576	\$ 53,450	\$ 53,681	\$ 55,189
Step 3	\$ 50,157	\$ 52,767	\$ 53,895	\$ 54,768	\$ 55,636	\$ 56,510	\$ 56,741	\$ 58,249
Step 4	\$ 53,217	\$ 55,827	\$ 56,955	\$ 57,828	\$ 58,696	\$ 59,570	\$ 59,801	\$ 61,309
Step 5	\$ 55,495	\$ 58,106	\$ 59,238	\$ 60,106	\$ 60,976	\$ 61,848	\$ 62,719	\$ 63,587
Step 6	\$ 57,774	\$ 60,381	\$ 61,515	\$ 62,383	\$ 63,252	\$ 64,125	\$ 64,992	\$ 65,863
Step 7	\$ 60,084	\$ 62,796	\$ 63,974	\$ 64,879	\$ 65,782	\$ 66,689	\$ 67,591	\$ 68,497
Step 8	\$ 62,488	\$ 65,309	\$ 66,534	\$ 67,472	\$ 68,414	\$ 69,355	\$ 70,298	\$ 71,237
Step 9	\$ 64,988	\$ 67,920	\$ 69,195	\$ 70,173	\$ 71,150	\$ 72,130	\$ 73,107	\$ 74,088
Step 10	\$ 67,587	\$ 70,637	\$ 71,963	\$ 72,979	\$ 73,997	\$ 75,014	\$ 76,032	\$ 77,052
Step 11	\$ 70,289	\$ 73,462	\$ 74,840	\$ 75,900	\$ 76,956	\$ 78,016	\$ 79,072	\$ 80,134
Step 12	\$ 72,399	\$ 75,667	\$ 77,088	\$ 78,177	\$ 79,264	\$ 80,355	\$ 81,445	\$ 82,536
Step 13	\$ 74,571	\$ 77,936	\$ 79,399	\$ 80,521	\$ 81,639	\$ 82,766	\$ 83,888	\$ 85,014
Step 14	\$ 76,807	\$ 80,275	\$ 81,783	\$ 82,937	\$ 84,093	\$ 85,250	\$ 86,405	\$ 87,565
Step 15	\$ 80,648	\$ 84,289	\$ 85,871	\$ 87,083	\$ 88,297	\$ 89,512	\$ 89,860	\$ 91,067

18-19 (2%)	Bach.	Bach+15	Bach+30	Mast.	Mast.+15	Mast.+30	Mast.+45	Mast.+60
Step 1	\$ 44,918	\$ 47,580	\$ 48,730	\$ 49,621	\$ 50,506	\$ 51,398	\$ 51,633	\$ 53,172
Step 2	\$ 48,039	\$ 50,701	\$ 51,851	\$ 52,742	\$ 53,627	\$ 54,519	\$ 54,754	\$ 56,293
Step 3	\$ 51,161	\$ 53,822	\$ 54,973	\$ 55,863	\$ 56,749	\$ 57,640	\$ 57,875	\$ 59,414
Step 4	\$ 54,282	\$ 56,943	\$ 58,094	\$ 58,984	\$ 59,870	\$ 60,761	\$ 60,997	\$ 62,535
Step 5	\$ 56,605	\$ 59,268	\$ 60,422	\$ 61,308	\$ 62,195	\$ 63,085	\$ 63,973	\$ 64,859
Step 6	\$ 58,929	\$ 61,589	\$ 62,745	\$ 63,631	\$ 64,517	\$ 65,408	\$ 66,292	\$ 67,181
Step 7	\$ 61,286	\$ 64,052	\$ 65,254	\$ 66,177	\$ 67,097	\$ 68,022	\$ 68,943	\$ 69,867
Step 8	\$ 63,738	\$ 66,615	\$ 67,864	\$ 68,821	\$ 69,783	\$ 70,742	\$ 71,704	\$ 72,662
Step 9	\$ 66,288	\$ 69,278	\$ 70,579	\$ 71,576	\$ 72,573	\$ 73,573	\$ 74,570	\$ 75,569
Step 10	\$ 68,939	\$ 72,050	\$ 73,402	\$ 74,439	\$ 75,477	\$ 76,514	\$ 77,552	\$ 78,593
Step 11	\$ 71,695	\$ 74,932	\$ 76,337	\$ 77,418	\$ 78,495	\$ 79,576	\$ 80,654	\$ 81,737
Step 12	\$ 73,847	\$ 77,180	\$ 78,629	\$ 79,740	\$ 80,849	\$ 81,962	\$ 83,074	\$ 84,187
Step 13	\$ 76,063	\$ 79,495	\$ 80,987	\$ 82,131	\$ 83,272	\$ 84,421	\$ 85,566	\$ 86,714
Step 14	\$ 78,343	\$ 81,881	\$ 83,418	\$ 84,596	\$ 85,775	\$ 86,955	\$ 88,133	\$ 89,316
Step 15	\$ 82,261	\$ 85,974	\$ 87,588	\$ 88,824	\$ 90,063	\$ 91,302	\$ 91,657	\$ 92,888

19-20 (2%)	Bach.	Bach+15	Bach+30	Mast.	Mast.+15	Mast.+30	Mast.+45	Mast.+60
Step 1	\$ 45,817	\$ 48,531	\$ 49,705	\$ 50,613	\$ 51,516	\$ 52,426	\$ 52,666	\$ 54,235
Step 2	\$ 49,000	\$ 51,715	\$ 52,888	\$ 53,797	\$ 54,700	\$ 55,609	\$ 55,849	\$ 57,419
Step 3	\$ 52,184	\$ 54,898	\$ 56,072	\$ 56,981	\$ 57,884	\$ 58,793	\$ 59,033	\$ 60,602
Step 4	\$ 55,367	\$ 58,082	\$ 59,256	\$ 60,164	\$ 61,067	\$ 61,977	\$ 62,217	\$ 63,786
Step 5	\$ 57,737	\$ 60,454	\$ 61,631	\$ 62,534	\$ 63,439	\$ 64,346	\$ 65,253	\$ 66,156
Step 6	\$ 60,108	\$ 62,820	\$ 64,000	\$ 64,903	\$ 65,808	\$ 66,716	\$ 67,618	\$ 68,524
Step 7	\$ 62,512	\$ 65,333	\$ 66,559	\$ 67,500	\$ 68,439	\$ 69,383	\$ 70,322	\$ 71,264
Step 8	\$ 65,013	\$ 67,947	\$ 69,222	\$ 70,198	\$ 71,178	\$ 72,157	\$ 73,138	\$ 74,115
Step 9	\$ 67,614	\$ 70,664	\$ 71,990	\$ 73,008	\$ 74,025	\$ 75,044	\$ 76,061	\$ 77,081
Step 10	\$ 70,318	\$ 73,491	\$ 74,870	\$ 75,927	\$ 76,986	\$ 78,044	\$ 79,104	\$ 80,165
Step 11	\$ 73,129	\$ 76,430	\$ 77,864	\$ 78,967	\$ 80,065	\$ 81,168	\$ 82,267	\$ 83,372
Step 12	\$ 75,323	\$ 78,724	\$ 80,202	\$ 81,335	\$ 82,466	\$ 83,601	\$ 84,735	\$ 85,871
Step 13	\$ 77,584	\$ 81,085	\$ 82,607	\$ 83,774	\$ 84,937	\$ 86,110	\$ 87,277	\$ 88,449
Step 14	\$ 79,910	\$ 83,518	\$ 85,087	\$ 86,288	\$ 87,490	\$ 88,694	\$ 89,896	\$ 91,103
Step 15	\$ 83,907	\$ 87,694	\$ 89,340	\$ 90,601	\$ 91,865	\$ 93,128	\$ 93,490	\$ 94,746

Note: Step 16 shall be \$1,150.00 more than Step 15 as described in article 26a(2)(5).

