

AGREEMENT

between

PETERSHAM SCHOOL COMMITTEE

and

PETERSHAM EDUCATIONAL ASSOCIATION

MASSACHUSETTS TEACHERS ASSOCIATION

July 1, 2016 - June 30, 2019

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ARTICLE I
CONTRACT

Pursuant to the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, this contract is made this date July 1, 2016 between the School Committee of the Petersham Center School (hereinafter sometimes referred to as the Committee and the School respectively) and the Petersham Educational Association (hereinafter sometimes referred to as the Association).

ARTICLE II
PREAMBLE

In making this Contract, the parties to it affirm that it is their joint purpose to provide education of the highest possible quality to the children of Petersham and assert their recognition of the importance of harmonious relations between themselves in carrying out their responsibilities to the citizens of the town. It is, moreover, their explicit intention that the responsibilities and authority of each of the parties to the Contract be understood by all. They reaffirm their intention of working toward open consultation and the free exchange of views between professional staff, the Superintendent, and the Committee in the formation of and implementation of policies relating the wages, hours, and other conditions of employment.

ARTICLE III
RECOGNITION CLAUSE

A. The Petersham School Committee, hereinafter referred to as "the Committee", recognizes the Petersham Educational Association/Massachusetts Teachers Association/National Education Association, hereinafter referred to as "the Association", for the purposes of collective bargaining as the exclusive representative of a unit which consists of professional teaching employees, Counselor, and Librarian/Computer Technician who work twenty-one (21) or more hours per week, excluding the Principal, and nurse of the Petersham Public Schools.

B. Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as the "teachers".

C. Membership in the Association is not a condition of initial or continued employment in the Petersham Public Schools. There shall be no discrimination, interference, restraint, or coercion by the Committee, the Association or their representative agents against any teacher because of membership or non-membership in the Association.

ARTICLE IV
NEGOTIATION PROCEDURE

A. The Committee and the Association agree to enter into negotiations over a successor agreement in accordance with the procedure set forth herein in a good-faith effort to reach agreement concerning teachers' wages, hours, and other conditions of employment for the successor agreement, all matters subject to negotiations will be bargained for during a period beginning the first Monday of November of the calendar year preceding the calendar year in which the current agreement expires providing either the Committee or the Association gives written notice of its intent prior to the first Monday of October of the calendar year preceding the calendar year in which the current agreement expires.

B. Any agreement so negotiated will apply to all teachers and will be reduced in writing and signed by the Committee and the Association. The contract resulting from these negotiations will be final and binding upon both parties for the period of the agreement.

C. The Committee agrees not to negotiate during the term of the Agreement with any teachers organizations other than that designated as the exclusive bargaining agent pursuant to Chapter 150E of the General Laws of the Commonwealth.

D. If the negotiations described in this Article have reached an impasse, the procedure described in Chapter 150E of the General Laws of the Commonwealth will be followed.

E. If a successor agreement is not reached before the expiration of the current agreement, the existing agreement shall remain in effect until such time as a successor agreement is reached.

F. The Committee agrees to make available to the Association such school department records as filed with and are a part of the official minutes of the Committee or are otherwise public records. Either party, may if it so desires, utilize the

services of outside consultants upon prior notification to the other party.

ARTICLE V
GRIEVANCE PROCEDURE

A. The purpose of this Article is to provide an orderly method for the settlement of a dispute between the parties over the interpretation, application, or claimed violation of any of the provisions of this Agreement. Such disputes shall be defined as a grievance under this Agreement and must be presented within ten (10) working days after the alleged violation arises or the employee had knowledge of the violation and be processed in accordance with the following steps time limits, and conditions herein set forth. A working day will be defined as a week day exclusive of Saturdays, Sundays, holidays, and regular school year vacations. The summer vacation period will not be excluded from the above working day exclusions.

LEVEL ONE: The teacher shall first take up the grievance with the immediate supervisor, and the Association Representative shall be given an opportunity to be present at a time to be fixed by mutual agreement of the parties.

If the grievance is not settled, it shall, within five (5) working days thereafter, be set forth in writing, signed by the teacher, and given to the immediate supervisor, who shall, within five (5) working days after receipt thereof, give a written answer to the grievance to the Association and the Grievant.

LEVEL TWO: If the grievance is not settled in LEVEL ONE, the Association and/or grievant may appeal it by giving a written notice of such appeal within five (5) working days after receipt of the immediate supervisor's written answer to the Superintendent of Schools, who shall discuss it with the Association Representative at a time to be fixed by the Superintendent of Schools subject to mutual agreement by the Association.

The Superintendent of Schools shall give a written answer to the grievance within seven (7) working days after the close of the discussion.

LEVEL THREE: If the grievance is not settled in LEVEL TWO, the Association and/or grievant may appeal it by giving a written notice of such appeal, within five (5) working days after such

receipt of the answer of the Superintendent of Schools to the School Committee, who shall discuss it with the Association Representative at a time to be fixed by the School Committee, subject to mutual agreement by the Association. The School Committee shall give a written answer to the grievance within ten (10) working days after the close of discussion.

B. The parties agree to each of the foregoing steps in the processing of the grievance; and if at any Level, the School Committee's representative fails to give a written answer within the time therein set forth, the Association may appeal the grievance to the next level at the expiration of such time limit.

C. If the dispute or grievance is not settled in the foregoing steps and it involves the interpretation, application, or claimed violation of any provision of this Agreement, then the Association may, upon written demand to the School Committee, within five (5) working days after receipt of the School Committee's answer to the grievance submit said dispute or grievance to binding arbitration as follows:

1. Arbitration shall be invoked by filing a Demand for Arbitration with the American Arbitration Association, a copy of which shall be simultaneously provided to the Superintendent of Schools. The arbitrator shall be selected in accordance with the procedures of the American Arbitration Association and will be under the rules of the American Arbitration Association and be bound by the provisions of the Grievance Procedure contained in this Article.

2. The arbitration proceedings will be conducted under the rules of the American Arbitration Association. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Agreement. The award shall be final and binding on the School Committee, the Association, and the Grievant. Each party shall bear the expenses of its representatives and witnesses, and the fees and expenses of the Arbitrator shall be borne equally by the parties. The Arbitrator shall rule solely on the question or questions presented.

D. The Committee acknowledges the right of the Association to participate in the processing of a grievance at any level.

E. If in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance directly to Level Two.

F. No reprisals of any kind will be taken by either party because of participation in this Grievance Procedure.

G. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

H. Violations of substantial compliance with the totality of the evaluation process shall be subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance. The arbitrator shall have the authority to determine whether or not there was such substantial compliance; provided, however, the arbitrator shall not find that there was substantial compliance if any of the following has occurred:

1. The Educator was not fully and fairly notified by the Evaluator of each deficit in his or her performance and/or the Educator was not given sufficient resources and time to improve as provided by the provisions of article X; and/or
2. The violation in question affected the judgment of the evaluator; and or
3. The District has not complied with the Educator Evaluation Regulations, 603 CMR 35.01, et seq, as amended from time to time.

ARTICLE VI RESPONSIBILITIES OF THE COMMITTEE

Under the Law of Massachusetts, the Committee elected by the citizens of Petersham has final responsibility for establishing the educational policies of the public school of Petersham and it is recognized that the Committee has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the elementary school in all its aspects, unless specifically designated within the provisions of this Agreement. No action taken by the Committee with respect to its rights, responsibilities and prerogatives shall be subject to the grievance procedures of this Agreement.

ARTICLE VII
DISCIPLINE OF TEACHERS

No Professional Status Teacher shall be disciplined, reprimanded, reduced in rank or compensation, or otherwise deprived of any professional advantage without just cause. No teacher shall be disciplined in front of another individual.

ARTICLE VIII
LENGTH OF THE SCHOOL YEAR AND DAY

A. The employment year shall consist of 185 days; 180 pupil contact days, 2 days before the school year commences, 1 day after the school year, 1 parent-teacher/conference day and one other professional development day. One day before the school year commences and the day after school will be teacher directed. In addition there will be one administratively controlled early release day per month which will be utilized for collaborative work, curriculum development, cogent cross curricular and/or cross grade level projects, etc. as well as one parent/teacher conference half days and a half day before Thanksgiving. The parent/teacher conferences shall occur in the Fall as follows: Thursday (half day) the conferences shall occur from 4 p.m. to 7 p.m. and Friday (full day) the conferences shall occur from 8a.m. to 3 p.m. During any parent/teacher conference dates, teachers may leave school immediately after their last scheduled/rescheduled conference each day.

B. Each teacher shall report for duty fifteen (15) minutes prior to the start of the pupil's school day and remain at least fifteen (15) minutes after the close of the pupil's school day. Fifteen (15) minutes may be insufficient to meet with the principal, if requested to do so, to meet with parents if a conference is requested, or to give extra help to a student, if requested. For such instances, the fifteen (15) minute limit does not apply.

C. The beginning and ending of the school day will be 8:20 a.m. and 2:50 p.m. respectively for the life of this Agreement. However, these times may be changed by the Committee to meet the needs of the school but any increase in the length of the school day will be negotiated with the Association. Any increase in the length of the school day due to a change in statute shall supersede this Section.

D. Each teacher will have a duty free lunch period of at least thirty (30) consecutive minutes.

E. Any teacher required by the Committee to work beyond the normal 185 day employment year will be paid on a per diem basis. Per diem pay will be the teacher's annual salary divided by 185.

F. Teachers will do recess, detention, and bus duty on a rotating basis. These duties will be distributed as equitably as possible. A five minute transition time between recess and lunch will be handled by non teaching staff. Once every five (5) weeks, the teacher will have a duty free week.

G. The Association agrees that they will not cause, sanction, or take part in any strike, walkout, slowdown or work stoppage during school times.

H. Personnel covered by this Agreement may be required to attend a maximum of two (2) in-service meetings per year which may extend the workday.

I. There shall be a staff meeting or Professional Learning Committee (PLC) or equivalent meeting on Monday of each week. If Monday is not a work day, then the meeting will not be made up. Said meetings shall be sixty (60) minutes in length, and said meetings shall commence at 3:05 p.m. No more than two (2) of the after-school meetings per month will be staff meetings, except in the case of an emergency.

J. The teaching staff of the school has the general responsibility of applying its professional expertise and experience to provide education of the highest possible quality.

K. Administratively, all teachers are responsible for implementing all rules and regulations concerning student conduct.

L. The Committee agrees to provide for each teacher, in addition to a duty free lunch period, one forty-five (45) minute period four times per week; and whenever possible, a fifth forty-five (45) minute period each week. These periods will occur when special subject teachers are assuming classroom responsibilities. PLC's will no longer be scheduled during plan periods within the school day, but instead will occur during the after-school meetings on Mondays.

M. Teachers will not be required to attend more than three (3) evening functions per year. Open House will be considered one of the required evening functions. When teachers coordinate special evening programs such as art show, gym show, science fair, music concerts, etc., their attendance that evening shall be considered one of their three evenings on duty.

N. On the night of Open House, teachers may leave school immediately after student dismissal, provided teachers attend Open House.

ARTICLE IX
LEAVE POLICY

A. Sick Leave

1. A teacher shall be entitled to fifteen (15) days of sick leave per year as of the first school day of said school year. Sick leave may be accumulated up to one hundred ninety (190) days. Sick leave is non-transferable and non-compensable.
2. Sick leave shall be used for the following reasons:
 - (a) Illness of the teacher. The Committee reserves the right to require satisfactory proof of the medical necessity if the teacher shows a suspicious pattern of sick leave abuse.
 - (b) Serious illness in the immediate family that requires the attendance of the teacher when no other arrangements are possible. Immediate family consists of father, mother, wife, husband, son, daughter, sister, brother, grandparents, parents-in-law, foster parents, and in some cases other persons who have fulfilled one of the above role relationships.
 - (c) Attendance at the funeral of other than members of the immediate family.
 - (d) The Committee reserves the right to insist that teachers must take time off with sick leave pay under certain conditions.
 - (e) At the beginning of each school year, each teacher shall receive a statement of the number of accumulated sick leave days as of the close of the previous school year.

B. Other Leaves

1. For death in the immediate family, as defined in Section A-2-(b) of this Article, up to four (4) work days immediately following the death will be granted. These days are not to be deducted from sick leave. Additional days may be taken from accumulated sick leave with the approval of the Superintendent of Schools.
2. Effective July 1, 2016, three (3) days leave of absence shall be granted for business, religious, personal, legal, household, or family matters which require absence during school hours. Notice of intent to take this leave must be made on the form provided and delivered to the Superintendent at least three (3) days prior to taking such leave (except in the case of an emergency).

It is not the intent of this policy that such leave be taken merely for personal convenience or as a matter of personal preference, but as a matter of pressing personal need. Specifically excluded from absence leave with pay are absences caused by failure of transportation. Normally leave for an extension of vacation will not be granted except under unusual circumstances and then only if approved by the Superintendent.

3. A teacher absent for reasons other than specified will forfeit a day's pay (1/185) of the annual salary.
4. Teachers will be allowed to accumulate personal days leave of absence up to five (5) days. Once a teacher has accumulated five (5) personal days, any further unused personal days will be credited to the teacher's accumulated sick leave.

C. Maternity, Paternity Leave

1. The Committee shall comply with the Massachusetts Parental Leave Act. In addition, medically certified disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom shall be treated as temporary disabilities for all job related purposes. Accumulated sick leave shall be available for use during periods of such

temporary disability upon certification by the attending physician.

2. Unpaid Maternity Leave shall be granted for a period not to exceed the remainder of one school year and the entire school year immediately following the one in which leave was initially granted.
3. Teachers on leave described above may have the option of returning to work on the following school year provided the teacher so notifies such intent to the Committee by the preceding March 15.
4. Teachers on an unpaid Maternity Leave of Absence shall accrue no benefits for such period but may remain a member of the medical insurance group provided the teacher pays the total premium costs.
5. Unpaid Paternity Leave shall be granted consistent with provisions 2-4 above.

D. Jury Duty

1. A teacher will be entitled to time necessary for Jury Duty or appearances in any legal proceeding where the teacher is under court summons, subpoena, or the like connected with the teacher's employment or with the School System with full pay.
2. In the case of Jury Duty, the teacher will be paid by the Employer for the first three days of Massachusetts

Jury Duty and will be paid, by the Employer, the difference between the teacher's salary and that amount paid the teacher as a juror for the remaining days.

E. Unpaid Leaves of Absence

1. The Committee may grant a leave of absence without pay of up to two (2) years to a teacher who joins the Peace Corps as a teacher or serves as an exchange teacher, and is a full time participant in either of such programs. Any teacher who desires to take such leave shall apply to the Superintendent prior to April 15, and shall be notified of the Committee's decision within thirty (30) days of receipt of the application. Upon return from such leave, a teacher will be

considered as if the teacher had been actively employed by the Committee during the leave and will be placed on the salary schedule at the level the teacher would have achieved if not for the absence.

2. The Committee shall grant military leave to a teacher who is called to active duty by executive order of the Governor of the Commonwealth of Massachusetts, the President of the United States of America, or a declaration of war by Congress. Upon return from such leave, the teacher will be considered as if the teacher had been actively employed by the Committee during the leave and will be placed on the salary schedule at the level the teacher would have achieved if not for the absence.
3. The Committee may grant a leave of absence without pay or increment for up to one year to a teacher for the purpose of caring for a sick member of the teacher's immediate family.
4. All benefits to which a teacher was entitled at the time of the commencement of the leave of absence, including unused accumulated sick leave will be restored upon return. The teacher will be assigned to a position equivalent to the position which the teacher held at the time said leave commenced.

F. The Committee shall comply with the provisions of the Family and Medical Leave Act (FMLA), the Domestic Violence Leave Act (DVLA), and the Small Necessities Leave Act (SNLA). The Committee's policies regarding these laws are posted in the staff room and the Principal's office.

G. Domestic Violence Leave

Up to five (5) days of paid domestic violence leave, as defined in M.G.L. c. 149, § 52E, may be taken annually with written documentation from a probate court, state agency, and/or criminal court. This leave will not be deducted from any other paid leave time.

ARTICLE X
TEACHER EVALUATION

A. The purpose of evaluation is to provide information for improving professional performance, and to identify teachers whose performance is unsatisfactory and non-responsive to demands for improvement. Teacher evaluation is the ongoing process of defining goals and of identifying, gathering and using information as part of a process to improve professional performance.

B. Refer to Appendix A for the Department of Elementary and Secondary Education approved Evaluation Language.

C. The evaluation process shall be free of racial, sexual, religious and other discriminations and/or biases.

ARTICLE XI
PERSONNEL FILES

A. A teacher will have the right, upon request, to review the contents of his/her personnel file. The teacher will be entitled to have a representative of the Association present during such review. The teacher, upon request, is entitled to a copy of any document in the personnel file. Personnel files shall be kept in one central location (i.e., the central office).

B. No material derogatory to a teacher's conduct, service, character or personality will be placed in the teacher's personnel file unless substantiated by fact and unless the teacher has had an opportunity to review the material. The teacher will acknowledge 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 indicated agreement with the contents thereof. The teacher will also have the right to submit a written response to such material, and the written response shall be reviewed by the Superintendent and attached to the file copy of such material.

ARTICLE XII
COMPLAINT LANGUAGE

A. Any complaints regarding a teacher shall be made to the teacher, to the Principal and to the Superintendent in that order. In the case of any complaint received by the Administration, the teacher will be promptly notified of the complaint, the source of the complaint and the written disposition of the complaint.

ARTICLE XIII
ASSIGNMENT, TRANSFER AND VACANCIES

A. A teacher will be notified in writing of the grade assignment for the following school year by June 1, if possible.

B. A teacher who desires a change in assignment shall file a written statement of such desire with the Principal prior to March 1 for the next school year. The principal will review such requests and provide a written answer to the teacher by June 1. All requests must be renewed annually.

C. The following principles shall be applied to the reassignment or transfer of a teacher:

1. A volunteer shall be given preference to the extent compatible with individual qualifications, instructional requirements, staff availability and recommendation of the Principal.
2. When an involuntary transfer is necessary, quality of teaching performance and instructional requirements will be considered in determining which teacher will be transferred.

D. Whenever any professional vacancy occurs, the Superintendent will notify the Association in writing prior to advertising the vacancy. During the summer months when school is not in session, notification will be sent to the President of the Association. Any teacher interested in applying for said vacancy must notify the Principal or Superintendent, in writing, within forty-eight (48) hours. The qualifications for the position, its duties, and the rate of compensation will be clearly set forth.

E. The Committee agrees to give due weight to the professional background and attainments of all applicants and the length of service within the school system in filling such vacancies.

ARTICLE XIV
REDUCTION IN FORCE

The Petersham School Committee retains the right to reduce the number of teachers on its staff based on considerations including reduced pupil enrollment, revision of curriculum, changes in educational philosophy, or fiscal constraints.

A. In the event it become necessary to reduce the number of employees in the bargaining unit, as defined in Article III - Recognition Clause, the Committee will take into consideration the teacher's area licensure, indicators of job performance, including overall ratings resulting from comprehensive evaluations conducted consistent with M.G.L. c. 71, § 38 and the best interests of the students in the Petersham Center School; and provided further, that for the purposes of this paragraph, no distinction shall be made between the overall performance ratings established by the board of elementary and secondary education finding that the teacher has met or exceeded acceptable performance standards developed under said § 38 and that are defined by the board as proficient and exemplary. The number of summative evaluations compared will include all those evaluations written for teachers during the time equal to the most recently hired professional status teacher in the targeted licensure area. If the above-referenced factors are equal, then the least senior teacher in the licensure area will be laid off first.

B. No teacher with professional teacher status shall be laid off pursuant to a reduction-in-force or reorganization if there is a teacher without such status for whose position the covered employee is currently licensed or if there is a less qualified teacher with such status holding the same or similar position for which the covered employee is currently licensed.

C. The laid-off employee or the employee whose position is eliminated shall (a) be transferred to an open position for which he/she is qualified or could become qualified before the effective date of the layoff, or (b) replace an employee with the lowest seniority anywhere within the bargaining unit in an area which the laid-off employee is qualified.

D. When possible, staff reductions will be accomplished through attrition.

E. Teachers who have been laid-off shall be entitled to recall rights for a period of two (2) years. During the recall period, teachers shall be notified by certified mail and be given preference for positions as they develop and their contractual benefits shall be restored in full, upon re-employment in the recall period.

F. A list specifying the seniority of each member of the bargaining unit shall be prepared by the Committee and forwarded to the President of the Association within thirty (30) calendar days following the execution of this Agreement. An updated "Seniority List" shall be supplied by the Committee annually prior to October 1, thereafter.

G. Claims for correction in the "Seniority List" must be made to the Committee and the Association within thirty (30) days after receipt of the "Seniority List" by the President of the Association and after such time, the Seniority List will be regarded as correct.

ARTICLE XV PROFESSIONAL CONFERENCES

A. The Committee will provide up to two (2) days as part of the defined 185 day work year with the prior approval of the Principal or the Superintendent, for each teacher such that teachers may attend professional development conferences at no expense to the Committee.

B. The Committee agrees to pay reasonable expenses incurred by a teacher who attends workshops, seminars, conferences, or other professional improvement sessions at the request of either the Superintendent or the Committee.

ARTICLE XVI SCHOOL CALENDAR

The school calendar will be submitted to the Association before approval by the School Committee. Any suggestions made by the Association will be given preferential consideration.

ARTICLE XVII
CURRICULUM DEVELOPMENT AND TEXTBOOK SELECTION

Teachers shall be involved in any curriculum development or textbook changes. The Committee reserves the right and responsibility to make the final decisions concerning textbooks, other teaching materials, and curriculum.

ARTICLE XVIII
ASSOCIATION MEETING

The Association will have the right to use the school building without cost at reasonable times for staff and Association meetings. The Principal of the building will be notified in advance of the time and the place of all such meetings. Petersham Educational Association meetings may not be held during the school day for teachers.

ARTICLE XIX
SUBSTITUTE TEACHERS

1. The Committee agrees to provide a substitute in the event of a teacher's absence, whenever possible.
2. Substitutes will be provided whenever a specialist is unable to meet with a class. In any event that the classroom teacher is responsible for a specialist's class, he/she will receive compensation of twenty (\$20.00) dollars.
3. The Principal will nominate a Head Teacher to the School Committee at the start of each school year to serve for that year for a yearly stipend of \$1000.00. In the event that the Principal and Head Teacher are absent from the school building for the entire school day, then the teacher assigned to cover act as the Head Teacher for the day will receive a daily stipend of Sixty Dollars (\$60).

ARTICLE XX
TUITION REIMBURSEMENT

Each full-time teacher shall be entitled to the cost of a three credit course at the rate charged by the University of Massachusetts at Amherst. No more than one course will be reimbursed in a given fiscal year. Such courses must be

directly related to the teacher's assignment and must have administrative approval prior to the course being taken. Transcripts must be provided indicating successful completion of the course.

ARTICLE XX1a
SICK LEAVE BUY BACK

A. The Committee agrees to pay to a teacher who is eligible for retirement under provisions of the Massachusetts Retirement Board and under Section C of this Article an amount equal to the teacher's full pay per day for each of the teacher's accumulated sick days above 100, not to exceed a total of twenty-five (25) days. Such payments, when added to the teacher's final paycheck, shall constitute full payment of the teacher's salary for that year. A teacher planning to retire is required to send a written notice to the Superintendent on or before April 15th of the year of retirement.

B. For the purpose of this Article, the per day pay rate shall be calculated by dividing the teacher's annual salary by the number of contract days as required by this Agreement for the final year of the teacher's employment.

C. This Article shall apply to those teachers who have completed a minimum of twenty (20) years of teaching of which the last ten (10) years, consecutively, have been in the employment of the Committee and who have attained the age of fifty-five (55) at the date of retirement.

ARTICLE XX1b
SICK LEAVE BANK

1. **Sick Leave Bank Committee.** There shall be established a joint six member Sick Leave Bank Committee to administer the provisions of this section. The committee shall be composed of three employees appointed by the President of the Association and three persons appointed by the School Committee. The Sick Leave Bank Committee shall act by majority vote of those members present and voting.

2. **Contributions to the Bank.**

a. **Initial and Annual Contributions.** Each employee covered by this contract may become a member of the Sick Leave Bank by donating four (4) sick leave days to the bank within

forty-five (45) days of the effective date of this contract or within forty-five (45) days of his/her employment by the Committee, whichever is later. Thereafter, each year one (1) day will be added to the bank by each member of the bank, but the number of days in the bank cannot exceed five times the number of employees within the bank. Any member of the Sick Leave Bank may withdraw from the bank for a subsequent school year by giving written notice to the Sick Leave Bank Committee by September 15th of the school year during which the employee no longer desires membership.

b. **Supplementary Contributions.** If at the end of any school year the number of sick leave days in the bank are depleted to one-half or less of the maximum number of days, one (1) additional day for the bank may be assessed each member.

If the sick leave days in the bank exceed three-fourths of the maximum number of days at the end of a school year, the members of the bank will not be required to make the annual one-day donation at the start of the following school year.

c. **Late Joining.** If an employee who once decided not to join the Sick Leave Bank decides to join in a subsequent year, the initial donation to the bank must equal the total number of days that would have been donated to the bank through the years had the employee joined initially.

d. **Continuation of Membership.** No member of the Sick Leave Bank will be denied continuation or membership in the bank if a long-term illness has caused the member's individual sick leave benefits to be exhausted, thus preventing donations to the bank as required by Section 2.a of this Article.

3. **Granting of Benefits.** A member of the Sick Leave Bank who exhausts his individual sick leave benefits may apply for benefits from the Sick Leave Bank. Such benefits are intended for long-term and catastrophic illnesses. In assessing any application the Sick Leave Bank Committee shall consider the following criteria:

- (a) demonstrated need of the applicant;
- (b) prior sick leave usage;
- (c) relative needs of other applicants; and
- (d) supply of days in the bank.

The Committee's decision on all applications and other matters within its jurisdiction shall be final and therefore not subject to the grievance procedure. Any employee whose application is rejected in whole, or in part, shall, upon request, be granted a meeting with the Sick Leave Bank Committee.

Each member of the Sick Leave Bank may receive up to twenty-five (25) days of sick leave from the bank per school year on approval of the Sick Leave Bank Committee. Additional days of sick leave from the bank may be granted by a majority vote of the membership of the Sick Leave Bank. If it is not feasible to receive this approval or vote prior to a member's absence, the School Committee may withhold the salary of the employee for the days in question until such time as a decision has been made. If the Sick Leave Bank Committee approves, the days shall be deducted from the bank's total and the employee shall be paid his/her salary in full for the days in question.

4. Miscellaneous.

a. By November 1 of each school year, the Sick Leave Bank Committee will inform the Superintendent's Office, in writing, of the number of sick leave days donated by each member to the bank and the number of days accrued by the bank itself according to its records. The Superintendent's Office will advise, in writing, the Sick Leave Bank Committee the number of sick days accumulated.

b. No payment from the Sick Leave Bank shall be made except on a regular warrant approved by the School Committee.

ARTICLE XXII
LEGALITY OF PROVISIONS

If any provision of this Agreement is held to be contrary to law by an appropriate court of law, all other provisions of the Agreement will continue in full force and effect, and the Committee and the Association will meet for the sole purpose of amending the illegal provision to meet the requirements of the law. Any such amendments mutually agreed upon by the Committee and the Association will be reduced to writing and added to the Agreement as an addendum.

ARTICLE XXIII
PAYROLL DEDUCTIONS

A. The Committee agrees to deduct from the salaries of its employees dues for the Petersham Educational Association, Massachusetts Teachers Association, and the National Education Association or any one of such as said teachers individually and voluntarily authorize the Committee to deduct, and to transmit the monies promptly to such Association or Associations. Teacher authorizations will be in writing on a form agreed upon by the Association and the Superintendent of Schools.

B. The Committee agrees to deduct from the salaries of its employees payroll deductions for employee participation in a tax-sheltered annuity plan or its equivalent. This amount is to be designated by the employee and authorization for such deduction is to be made in writing to the Superintendent. Any changes in such amounts are to be made in writing on an annual basis unless an emergency situation occurs.

C. The Committee agrees to allow for direct deposit to the bank of the employee's choice.

ARTICLE XXIV
INSURANCE AND INDEMNIFICATION

A. For each employee, the Committee will pay 75% of the cost of the CMHC, or equivalent HMO of equal or lesser cost, health plan for the employees covered by this Agreement. All health plan payments made by the employee will be considered to be made under a pre-tax Cafeteria Plan.

B. The Committee agrees to allow benefits for its employees under the Workmen's Compensation Act, as provided under S.34 of Chapter 152 of the General Laws of the Commonwealth.

C. The Committee agrees to allow retired teachers who are receiving compensation under the Teachers Retirement System to purchase, at their own expense, insurance benefits as provided

C. The Committee agrees to allow retired teachers who are receiving compensation under the Teachers Retirement System to purchase, at their own expense, insurance benefits as provided for employees under this Agreement.

D. The Committee agrees to provide teachers who are on paid maternity leave the same insurance benefits as provided for employees under this Agreement.

ARTICLE XXV
NON-DISCRIMINATION

The Petersham School Committee recognizes the right of individuals to work and advance on the basis of merit, ability, and potential without regard to race, sex, color, disability, religion, national origin, gender identity, sexual orientation, or age. Non-discrimination and equal opportunity are the policy of the School Committee in all programs and activities.

ARTICLE XXVI
DURATION

This contract shall be effective as of July 1, 2016 and shall continue in force until June 30, 2019.

ARTICLE XXVII
ZIPPER CLAUSE

The parties acknowledge that during the negotiations that resulted in the Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Committee and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right to re-open negotiations on any subject or matter covered by this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though the subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. However, this will not preclude the parties from mutually agreeing to amend this Agreement at any time.

ARTICLE XXVIII
LONGEVITY AND NATURE'S CLASSROOM

A. Longevity pay will be applied as follows, based on continuous years of service to the Petersham School System:

After 15 years of service	-	\$ 750.00
After 20 years of service	-	\$1000.00
After 25 years of service	-	\$1250.00
After 30 years of service	-	\$1500.00

B. Teachers attending Nature's Classroom will receive five hundred (\$500.00) per week in addition to their regular salary.

FOR THE PETERSHAM
SCHOOL COMMITTEE

Lynne Perce

DATE

8/10/2016

FOR THE PETERSHAM
EDUCATIONAL ASSOCIATION

Wendie M. LeBlanc
Sharon Smith

DATE

8/10/2016

ARTICLE XXIX
SALARY SCHEDULE

Effective July 1, 2016 - June 30, 2019

Step	Bachelor	Masters	Master+30	2M/Doc
Step 1	39,792	42,378	44,921	47,616
Step 2	41,384	44,074	46,718	49,521
Step 3	43,039	45,837	48,587	51,502
Step 4	44,761	47,670	50,530	53,562
Step 5	46,551	49,577	52,551	55,705
Step 6	48,413	51,560	54,653	57,933
Step 7	50,350	53,622	56,840	60,250
Step 8	52,364	55,767	59,113	62,660
Step 9	54,458	57,998	61,478	65,166
Step 10	56,636	60,318	63,937	67,773
Step 11	58,902	62,731	66,494	70,484
Step 12	61,258	65,240	69,154	73,303
Step 13	63,708	67,849	71,920	76,235
Step 14	66,257	70,563	74,797	79,285
Step 15		73,386	77,789	82,456
Step 16			80,901	85,755

4.00%

4.00%

4.00%

4.00%

6.5%>B

6.0%>M

6.0%>M+30

The salary schedule above is effective July 1, 2016 through June 30, 2019. There shall be no additional percentage increases during said time period