

their compensation in twenty-six (26) or twenty-seven (27) pay periods. This decision will apply to all bargaining unit members except for bargaining unit members who choose option A above. If the Superintendent does not receive notification by the Association on or before June 15th, the individual salaries will be divided by twenty-six (26) pay periods.

3. Increments as set forth in the salary schedule are effective September 1 annually.
4. Teachers who are in service one hundred (100) or more teaching days in any school year, including sick leave, if granted by the School Committee for the teacher, shall be granted the earned increment and any special increase in accordance with the established requirements relating thereto.
5. A teacher will proceed from minimum to maximum by earned increments.

Article 18

STATUTORY LEAVE

The Committee agrees to provide unpaid leave in accordance with the Small Necessities Leave Act, the Family and Medical Leave Act, and the Domestic Violence Leave Act. Employees may also be entitled to paid leave in accordance with other provisions of this Agreement, in which case, the statutory and contractual leave shall run concurrently in accordance with the current practice.

Article 19

LONGEVITY

Longevity schedule is as follows:

	<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>
<u>Effective September 1, 2019 (and not retroactive prior to said date), End of 13th year</u>	<u>\$1,025</u>	<u>\$1,075</u>	<u>\$1,125</u>
<u>End of 20th year</u>	<u>\$1,575</u>	<u>\$1,625</u>	<u>\$1,675</u>
<u>End of 25th year</u>	<u>\$1,825</u>	<u>\$1,875</u>	<u>\$1,925</u>
<u>End of 30th year</u>	<u>\$2,075</u>	<u>\$2,125</u>	<u>\$2,175</u>

Teachers who have completed the number of consecutive years (calculated from date of hire) listed in the chart above while employed in the Agawam Public Schools shall be entitled to the applicable longevity amount. In order for a year to count toward said calculation, the teacher must have actually been paid at least one hundred (100) work days during the school year.

Article 20

Article 24

LEAVES AND ABSENCES

Sick Leave

1. All members of the bargaining unit shall be entitled to twelve (12) days sick leave for each completed academic year. These days are to be credited to the employee at the end of each month at the rate of 1.2 days for each month of work completed. However, in order to facilitate record keeping, the payroll department will credit all employees with all twelve (12) days at the start of the academic year.

Any unused personal days, from the previously earned academic year will be credited as sick time. Due to the nature of the calculations, your sick leave will not reflect this change until the second paycheck of the current academic year.

Any unused sick leave may be accumulated with no maximum limit.

For teachers beginning employment after the start of the school year, the sick leave amount shall be prorated at the rate of 1.2 days per month.

For teachers who leave employment and who have used sick leave in excess of that which they would have earned at a rate of 1.2 days per month through the date of separation, they will have the amount of unearned used sick leave deducted from their final check.

2. Sick leave shall be interpreted as:
 - A. Illness of the teacher himself/herself.
 - B. A maximum of twelve (12) days per school year for critical illness in the immediate family or significant other when emergency illness or injury in the family requires a teacher to make arrangements for necessary medical or nursing care.
 - C. Extended illness of a teacher beyond his/her accumulated sick leave may be considered at the discretion of the School Committee.
 - D. Medical examinations.
 - E. Any other reason approved by the Superintendent.

3. After an absence of five (5) consecutive school days for sick leave or when sick leave abuse is suspected, the Superintendent or designee may require a certificate from a doctor concerning the nature and duration of the teacher's illness.

After ten (10) days of absence during a school year and each subsequent absence, the Superintendent (or designee) may require a note from the teacher's physician explaining the causes for the absence.

During periods of rehabilitation, the teacher shall inform administration where he/she can be reached. A teacher shall not travel or reside in an area 200 miles distant from Agawam for rehabilitation except when his/her doctor advises such travel and then only with the approval of the Superintendent.

4. Any teacher covered by this contract known to be suffering from tuberculosis in a communicable form, shall be subject to the provisions of General Laws, Chapter 71, Section 55B.
5. In the event of illness in the immediate family with whom the teacher is living, sick leave up to three (3) days may be taken from available sick days.
6. The Office of the Superintendent shall supply each teacher with a record of his/her accumulated sick leave up to June 30 of the previous school year. This information shall be supplied no later than September 30 of the current year.

Absences with Pay

1. Teacher may take up to three (3) days off for personal business during the school year without loss of pay. Said days may be taken to attend to personal business which is beyond the control of the teacher and cannot readily be scheduled after school hours. Unless circumstances otherwise dictate, personal leave may not be taken on the day before or after a holiday or vacation period. If a teacher provides less than a forty-eight (48) hour notice and/or if the teacher is requesting to take a personal leave on the day before or after a holiday or vacation period, then the teacher must provide the reason for the request for leave to Principal. Failure to provide the reason in accordance with the preceding sentence will result in denial of the paid personal day. Any unused personal days will rollover to the next contract year, and will be converted to accumulated sick leave.
2. Bereavement leave shall be in addition to sick or personal leave as defined above. An employee shall be granted bereavement leave of up to five (5) work days to be taken within seven (7) consecutive calendar days upon the death of their spouse, child or step-child, mother and father, step-parent, legal guardian, individual living in the employee's immediate household; and up to three consecutive work days to be taken within five consecutive calendar days upon the death of their son-in-law, daughter-in-law, grandparent, grandchild, mother-in-law, father-in-law, brother, sister, step-brother, step-sister, and significant other. Three (3) of the bereavement days listed above may be taken within six (6) months of the

death to attend a memorial service. An employee shall be granted one (1) calendar day of bereavement leave upon the death of their aunt, uncle, niece, nephew, brother-in-law, or sister-in-law for the purpose of attending the funeral. An employee may extend their bereavement leave by utilizing personal leave as described above with the advance approval of the Superintendent. The decision of the Superintendent regarding the extension of bereavement leave shall not be subject to the grievance procedure outlined in Article 41.

3. If the school year is extended because of unforeseen circumstances such as days of snow and teacher attendance at summer school is required before the close of the school year, the teacher may apply to the School Committee for early release without loss of pay, and such early release shall be at the discretion of the School Committee. If the teacher receives remuneration for attendance during any day in question, his/her compensation from the Agawam Public Schools shall be reduced by that amount.
4. A teacher actually serving on jury duty on a workday, or who actually reports to the Court for jury service as required by said Court for any portion of a workday, shall receive his/her regular rate of pay for each day served, reduced by the amount of jury pay, if any, received from the Court. Jury pay, however, shall not include any meal or travel expenses paid by the Court. Jury pay received for service on non-working days shall not be deducted from a teacher's pay. Teachers are required to check with the court the night prior to scheduled jury duty to determine if they are required to appear. If not, teachers are required to report to work.

A teacher serving on jury duty shall furnish the Superintendent or designee with written documentation with respect to days actually served on jury duty, days or any portion of a day the teacher reported to the Court for service as required by the Court, and the amount of jury pay, if any, (not including meals or travel expenses paid by the Court) received from the Court within ten (10) school days of service.

A teacher on call for jury duty shall notify the Superintendent or his designee as soon as possible if he/she is scheduled to serve on jury duty the next day.

Article 25

TEACHER TRANSFERS AND ASSIGNMENTS

A. Assignments

As soon as practicable and under normal circumstances not later than June 30, each teacher shall be notified of any change in the subject area of his/her program for the ensuing year, including the school to which he/she will be assigned, the grades and subjects that he/she will be assigned, the grades and subjects that he/she will teach and any special or unusual classes or assignments that he/she will have, provided that in the event of a change in circumstances or conditions during the months of May through September (e.g. death, resignation, leave of absence, unanticipated change in enrollment) the assignee must be sent immediate notice

- B. The provisions of Paragraph A above shall apply to teachers hired after December 1, 1982 to the extent that the accumulated sick leave shall be limited to 150 days, with the net affect then being that a teacher may receive compensation for a total of 30 days maximum.

Article 32A

EARLY RETIREMENT INCENTIVE

Teachers who elect to retire in accordance with the following table shall receive the amount shown. To be eligible for early retirement, teachers must have served a minimum term of ten (10) years continuous employment, including time spent on authorized leaves of absences, in the Agawam School System. This retirement must take place at the end of a school year. The School Committee must be notified of the intention to retire no later than January 1 of the school year in which the retirement will take place for this provision to apply.

RETIREMENT INCENTIVE

AGE	2019-2022
	0%
55	20,447
56	19,295
57	18,193
58	17,026
59	15,892
60	14,774
61	13,620

This article will not apply to teachers who begin employment on or after the first work day of the 2003-2004 school year. The parties agree that the Superintendent will notify such new employees of this exclusion prior to their acceptance of employment with the Agawam Public Schools.

Article 33

MATERNITY, PATERNITY, OR ADOPTION LEAVE

A teacher who wishes maternity leave, paternity leave, or adoption leave shall be granted leave without pay in accordance with the requirements of the Massachusetts Parental Leave Act and/or the Family and Medical Leave Act. Leave under the Massachusetts Parental Leave Act or the Family and Medical Leave Act may be extended as unpaid leave for the period up to September 1 immediately following one (1) year from the date of termination of pregnancy or one (1) year from the date of legal custody. If a teacher is to return on September 1, written notice must be given to the Superintendent no later than the preceding March 1.

If the teacher so desires, he/she will be granted a second year of leave in accordance with the preceding procedure, except that he/she shall not earn seniority credit during the second leave year. Reinstatement to the teacher's former position in the same building cannot be guaranteed but if reinstated the teacher will be returned to the same level.

Maternity leave shall be granted to pregnant teachers upon the receipt by the Superintendent of a physician's statement verifying the pregnancy and stating the expected delivery date and recommended termination of teaching date. If the teacher's physical condition requires that she leave her position before the recommended termination date, the Superintendent shall be notified immediately.

In the event a maternity leave has been granted and the pregnancy does not result in the birth of a living child, the teacher may apply for termination of her maternity leave. Upon two weeks' written notice to the Superintendent, and with a doctor's certificate indicating physical ability to return to work, the teacher shall be reinstated.

Medical certified disabilities caused or contributed to by pregnancy and recover there from shall be treated as temporary disabilities for all job-related purposes. Accumulated sick leave shall be available for use during period of such temporary disability upon written certification of the attending physician that the disability was caused or contributed to by pregnancy.

The parties agree that only one (1) member of the family may claim leave under this Article at any one time.

The Committee agrees to allow employees to utilize unused personal days (up to three (3) days) and unused family illness days (up to ten (10) days) for the purpose of paternity leave or adoption leave. In addition, the Committee agrees to provide employees with two (2) additional paid days to be deducted from sick leave for the purpose of paternity leave or adoption leave.

The Committee agrees to allow female employees to utilize all available unused sick leave time for purposes of maternity leave which commences on or before August 31, 2016. In regard to any maternity leave which commences on September 1, 2016 or later, said requests will be granted in accordance with the provisions of Article 33 (i.e., accumulated sick leave will not be allowed for periods beyond the time period which the attending physician has certified that the employee is temporarily disabled).

Article 34

TEACHER ASSISTANTS

Teacher assistants will be assigned by the Superintendent, and such assignment shall not be subject to the grievance procedure.

Article 35