

- 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**

<b>AGE</b>	<b>2019-2022</b>
	<b>0%</b>
<b>55</b>	20,447
<b>56</b>	19,295
<b>57</b>	18,193
<b>58</b>	17,026
<b>59</b>	15,892
<b>60</b>	14,774
<b>61</b>	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**