

**AGREEMENT**  
**MARSHFIELD SCHOOL COMMITTEE**  
**AND**  
**MARSHFIELD EDUCATION ASSOCIATION**  
**ASSISTANT PRINCIPALS**

**September 1, 2013 – August 31, 2016**

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## **AGREEMENT**

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Agreement is made this First Day of September, 2013 by the **SCHOOL COMMITTEE OF THE TOWN OF MARSHFIELD, MASSACHUSETTS** (hereinafter sometimes referred to as the Committee) and the **MARSHFIELD EDUCATION ASSOCIATION** (hereinafter sometimes referred to as the Association).

## **WITNESSETH**

Whereas the Committee and the Association, in the manner and to the extent provided in this Agreement desire to enter into an agreement relating to the professional employees covered by this Agreement, as indicated in Article I;

Now, therefore, in consideration of the mutual agreements contained herein and the performance by each of the parties to this Agreement of all the provisions and obligations hereinafter set forth, the Committee and the Association, for itself and as the representative of the Professional Employees, hereby mutually and jointly agree as follows:

## **PREAMBLE**

Recognizing that our prime purpose is to provide education of the highest quality possible for the children of Marshfield, and that good morale within the professional staff of the Marshfield School System is essential to achievement of that purpose, we, the undersigned parties to this Agreement, declare that:

- a. Under the laws of Massachusetts the Committee, elected by the citizens of Marshfield, has final responsibility for establishing the educational policies of the public schools of Marshfield;
- b. The Superintendent of Schools of Marshfield (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established;
- c. The assistant principals of the public schools of Marshfield have responsibility for providing education of the highest possible quality;
- d. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchange of views and information between the Committee, the Superintendent, and the assistant principals in the formulation and application of policies relating to wages, hours, and other conditions of employment for the members of the bargaining unit; and so
- e. To give effect to these declarations, the following principles and procedures are hereby adopted:

## ARTICLE I

### RECOGNITION

- 1.1 For purposes of collective bargaining with respect to wages, hours, and other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of the following noted personnel of the Marshfield School System:

All full time and regular part-time assistant principals employed by the Marshfield School Committee but excluding all managerial, confidential and casual employees and all other employees. These assistant principals are those certified by the Massachusetts Labor Relations Commission on June 16, 2000, Case Number MCR-4802.

## ARTICLE II

### NEGOTIATION PROCEDURE

- 2.1 The Committee agrees to enter into negotiations with the Association over a successor Agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement concerning employees' wages, hours, and other conditions of employment. Any agreement so negotiated will apply to all employees covered by the Agreement and will be reduced to writing and signed by the Committee and the Association.
- 2.2 During negotiations, the Committee and the Association will present relevant data, exchange points of view, and make proposals and counterproposals. The Committee will make available to the Association, upon request, information relevant to the negotiation and administration of the Agreement pursuant to Massachusetts General Laws, Chapter 150E. Either party may, if it desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- 2.3 If the negotiations described in the Article reach an impasse, the procedures described in Chapter 150E will be followed.

## ARTICLE III

### GRIEVANCE PROCEDURE

- 3.1 **Definition of Grievance:** For the purpose of this Agreement, a "grievance" shall be defined as a dispute arising during the term of this Agreement between the Committee and the Association and/or any employee or group of employees concerning an alleged

violation, misinterpretation or misapplication of any of the express provisions of this Agreement.

3.2 **Definition of Days:** Whenever used in this Article, “days” shall mean school days from the day school opens for students in September through June 14; from June 15 through the day prior to the opening day of the school year for students, “days” shall mean calendar days. School days are defined to be days in which school is in session for students.

3.3 **Time Limits:** If at the end of fifteen (15) days next following the occurrence of any grievance or the date the aggrieved employee should reasonably have had first knowledge of such occurrence, the grievance shall not have been presented at Step One of Section 3.5, the grievance shall be deemed to have been waived; and any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next step or level in the procedure shall not have been taken within the time specified therefore in said Section 3.5. In the absence of a response to a grievance processed at any level of the procedure, the Association may move the grievance to the next level following the expiration of the time limit for the response.

3.4 Purpose:

- a. The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to grievances or potential grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- b. Nothing contained in this Agreement will be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her immediate Supervisor and to have the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement. The Committee agrees to provide the Association with written notice of any adjustment(s) when made.
- c. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered MAXIMUM, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement of the parties.

3.5 Procedure:

- a. **Step One** – A grievance shall be presented in writing by the employee to his/her immediate Supervisor within fifteen (15) days next following its occurrence or the date the aggrieved employee should reasonably have had first knowledge of its occurrence. The Supervisor shall, if requested, meet with the aggrieved employee and a representative of the Association if requested by the aggrieved employee. This meeting shall take place within five (5) days of receipt of the grievance. In

the event there is no immediate Supervisor or the Supervisor is unavailable or is unable to resolve the grievance, it may be filed immediately at Step Two below. The grievance shall contain:

1. Name and classification of the aggrieved employee;
  2. Nature of the grievance and contract provisions involved.;
  3. Date the grievance occurred;
  4. Requested remedy.
- b. Step Two – If the grievance is not resolved at Step One, it may be referred to the Superintendent of Schools within five (5) days of receipt of the Step One answer. The Superintendent shall hold a hearing within ten (10) days of receipt of the referral and shall answer the grievance in writing within ten (10) days of receipt of the referral or the close of the hearing, whichever is later.
- c. Step Three – Should the grievance remain unresolved, it may be referred in writing to the School Committee within five (5) days of receipt of the Step Two answer. The Committee shall hold a hearing at its next regularly-scheduled meeting or at a meeting called for the purpose of hearing the grievance and shall answer the grievance within ten (10) days following its meeting or the close of the hearing, whichever is later.
- d. Step Four – If the grievance is not resolved at Step Three, the Association, but not any individual employee, may submit the grievance to arbitration within twenty (20) days of receipt of the decision at Step Three, pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- e. Grievances regarding discipline and/or dismissal shall be filed at the Principal's level (Step One) or the Superintendent's level (Step Two), whichever is appropriate. The parties recognize that the authority over certain matters is committed under Chapter Seventy-One of the Massachusetts General Laws to the Superintendent and/or Principals.
- 3.6 The Arbitrator selected as herein provided shall be without authority to add to, subtract from, or modify any provision of this Agreement. The decision of the Arbitrator shall be in writing and shall be rendered within thirty (30) business days after the hearing is declared closed. In reaching his decision, the Arbitrator shall interpret this Agreement in accordance with the commonly accepted meaning of the words used herein (subject to evidence or proof or a contrary intention of the parties at the time the Agreement was negotiated) and the principle that there are no restrictions intended upon the rights, responsibilities or authority of the Committee provided by law or custom other than those restrictions specifically set forth herein. The decision shall be final and binding on both parties and the aggrieved employee(s).

- 3.7 Notwithstanding any contrary provision of this Agreement, the Arbitrator shall be without power or authority to make a decision which:
- a. is violative or inconsistent with any term or provision of this Agreement or the statutory and/or controlling decisional law of the Commonwealth of Massachusetts or of the United States or which requires the commission of an act prohibited by law; or
  - b. exceeds his jurisdiction and authority under Massachusetts General Laws, Chapter 150C and/or this Agreement; or
  - c. orders any remedy to be effective more than fifteen (15) days prior to the filing of the written grievance concerned or the date the aggrieved employee should reasonably have had first knowledge of such occurrence.
- 3.8 In lieu of submitting to arbitration under the auspices of the American Arbitration Association, the Committee and the Association may mutually agree in writing to submit any grievance to the Massachusetts Board of Conciliation and Arbitration for arbitration, grievance mediation, or both.
- 3.9 If in the judgment of the Association a grievance affects a group or class of employees, the Association may submit such a grievance in writing at Step Two of the procedure; all provisions of this Article shall apply to such a grievance.
- 3.10 A grievance may be withdrawn by the Association at any step of the proceedings.
- 3.11 Each party shall bear the expenses of its representatives, participants, witnesses and for the preparation and presentation of its own case. The fees and expenses (if any) of the Arbitrator and the American Arbitration Association shall be shared equally by the parties.
- 3.12 No reprisals of any kind shall be taken by the School Committee, by any member of the Administration, or by the Association against any participant in the grievance procedure by reason of such participation.
- 3.13 All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- 3.14 In the event a grievance extends into a period after the normal school year, all periods of time can be waived in order to expedite completion of the action initiated.
- 3.15 In the absence of a response to a grievance processed at any level of the procedure, the Association may move the grievance to the next level following the expiration of the time limit for the response.

## **ARTICLE IV**

### **MANAGEMENT RIGHTS**

- 4.1 Except where such rights, powers and authority are specifically relinquished or modified by the provisions of this Agreement, the Marshfield School Committee retains and reserves all statutory and customary rights, powers, functions, and authority of an employer to manage and direct its working forces including the right to make and modify reasonable rules to assure orderly and effective work, the right to select, hire, evaluate job performance, transfer, assign, promote and retain employees, the right to determine the necessity of filling a vacancy, the right to discipline or discharge employees, and to relieve or layoff employees from duties in whole or in part because of lack of work, consolidations of positions, or for other legitimate reasons, to maintain the efficiency of its operations, to determine the organization, methods, means, technology, equipment and personnel by which such operations are to be conducted, and to take whatever actions may be necessary to carry out to the work of the Committee for the public benefit.
- 4.2 The exercise of rights pursuant to this Article shall not be subject to the arbitration provisions of this Agreement unless exercised so as to violate a specific and express provision or provisions of this Agreement.
- 4.3 The term “Committee” as hereafter used in this Agreement refers to the Marshfield School Committee and shall include the Committee, the Superintendent and Principals, and, in any particular instance, shall mean the Committee, unless Chapter Seventy-one of the Massachusetts General Laws confers authority for the matter on the Superintendent or Principal, in which case it shall mean the Superintendent or Principal, as the case may be.

## **ARTICLE V**

### **CONTINUITY OF OPERATIONS**

Neither the Association nor any employee or group of employees shall engage in, induce, encourage or condone any strike, work stoppage, slowdown or withholding of services.

Employees who participate in any such strike, work stoppage, slowdown or withholding of services may be disciplined or discharged without recourse to the grievance and arbitration provisions of this Agreement, except as to the issue of whether or not the employees have, in fact, engaged in any of the activities prohibited above.

The Association agrees that it will make all reasonable efforts to prevent any strike, work stoppage, slowdown or withholding of services and that, in the event of the same, it will direct its members to cease and desist in any such activities. The Committee agrees that there shall be no lockout of employees covered by this Agreement from their employment.

In the event of a violation of this Article, the Committee or the Association, as the case may be, may at its option institute any or all proceedings in a court of law or in equity, before appropriate agencies or in arbitration pursuant to the procedures described in Article III.

## ARTICLE VI

### SALARIES

- 6.1 The salaries of all employees covered by this Agreement are set forth in Appendix A which is attached hereto and made a part hereof, reflecting the parties' agreement.
- 6.2 An employee in continuous service of the Marshfield Public Schools shall be eligible to advance one step on the salary schedule annually on September 1<sup>st</sup>, provided the employee's job performance in the prior year has been satisfactory. Disputes concerning the denial of an annual step increase shall be subject to the grievance and arbitration provisions of this Agreement.
- 6.3 If there is any substantial change in the duties of any existing position covered by this Agreement, the Committee will negotiate with the Association regarding possible modification in the salary for such position prior to permanently changing said duties.
- 6.4 The Committee agrees to adopt the individual contract entitled "Assistant Principal's Contract" as Appendix "D".

## ARTICLE VII

### HOURS

Members of the Association shall work the period of time as stated on the ~~Ratio Salary Schedules~~ salary schedule under a plan agreed upon with the Superintendent. The work year shall be defined as the period from September 1 through August 31.

## ARTICLE VIII

### EMPLOYMENT

Assistant Principals hired for service in the Marshfield Public Schools will be initially placed on any step of the salary schedule ~~and ratio salary schedule~~ which the Superintendent of Schools determines to be appropriate.

## ARTICLE IX

## **ASSIGNMENT AND TRANSFER**

- A. Assistant Principals shall be notified in writing of any changes in their assignments for the ensuing school year, including the schools to which they will be assigned and any special assignments that they will have, as soon as practicable.
- B. All assignments and transfers will be made in the best interests of the students after due consideration by the Superintendent of the system-wide needs. The wishes and preferences of the assistant principals involved will be honored to the extent that these considerations do not conflict with the above.
- C. An involuntary assignment or transfer shall be made only after a meeting between the Assistant Principal(s) involved and the Superintendent or his designee, at which time the Assistant Principal(s) shall be notified of the reasons for the assignment or transfer.
- D. Assistant Principal assignments and transfers shall be made without regard to age, sex, race, creed, color, religion, nationality, or marital status.
- E. Members of the bargaining unit who desire to transfer to another building shall file a written statement of such desire with the Superintendent not later than March 15<sup>th</sup>. The Superintendent will respond to the request for transfer as soon as practicable.

## **ARTICLE X**

### **VACANCIES AND PROMOTIONS**

- 10.1 Whenever any vacancy in a professional or promotional position occurs or a new position is created by the Committee during the school year (September to June), such vacancy or position will be adequately publicized by the Superintendent by means of a notice conspicuously placed on the Association bulletin board in every school as far in advance of the appointment as possible. During the months of July and August, written notice of any such vacancy will be given to the President of the Association and the Chairman of the Professional Rights and Responsibilities Committee by certified mail. In both situations, the qualifications for the positions, the duties and the rate of compensation will be clearly set forth. The qualifications set forth for a particular position will not be changed when such future vacancies occur unless the Association has been notified in advance of such changes. No vacancy will be filled except on a temporary basis, within fifteen (15) days from the date the notice is posted in the schools or the giving of notice to the Association. During the months of July and August, written notification of a vacancy will be mailed to any assistant principal who has left with the Superintendent's office a self-addressed, stamped envelope for that purpose; after mailing, any and all risks or lack of, or untimely notice connected with this undertaking shall remain solely that of Assistant Principals concerned.

- 10.2 All Assistant Principals will be given adequate opportunity to make applications for such positions, and the Principal and/or Superintendent agree to give weight to the professional background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors. In filling such vacancies, all other qualifications being equal, preference will be given to qualified assistant principals already employed by the Committee, and each assistant principal applicant not selected will receive a written notification, within five (5) days, of the action taken by the Principal and/or Superintendent. If the Committee determines that an advertised vacancy is to be filled, such appointment will be made, subject to the availability of qualified candidates, not later than sixty (60) days after posting of the vacancy.

## **ARTICLE XI**

### **EVALUATION**

- A. All monitoring or observation of the work performance of an administrator will be conducted openly and with full knowledge of the administrator. Administrators will be given a copy of any evaluation report prepared by his superiors and will have the right to discuss such report with his superiors.
- B. 1. Administrators will have the right, upon written request, to review the contents of their personnel file. The administrator shall have the right to make copies of any material in his personnel file.
2. No material derogatory to an administrator's conduct, service, character or personality will be placed in his personnel file unless the administrator has had an opportunity to review the material. The administrator will acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filled with the express understanding that such signature in no way indicates agreement with the contents thereof. The administrator will also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent and attached to the file copy.
- C. The Committee recognizes the authority and responsibility of the Superintendent, Assistant Superintendent, and Principal for disciplining or reprimanding an administrator for delinquency of professional performance. If an administrator is to be disciplined or reprimanded by a member of the administration above their level, the administrator involved will be entitled to be present at such meeting.
- D. No administrator will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.
- E. Any complaint in writing regarding an administrator made to a member of the Administration by a parent, teacher, student, or other person will be promptly called to the attention of the administrator against whom the complaint is made.

## ARTICLE XIII

### SICK LEAVE

- 13.1 An assistant principal shall be entitled to nineteen and one half (19 ½) sick leave days each year of this contract **as of the first day of the work year, whether or not they report for duty on that first work day** and shall be allowed to accumulate unused sick leave to a maximum of one hundred and seventy-seven (177) days. Effective as of the beginning date of employment hereunder, an assistant principal shall be credited with seventy-five (75) accumulated sick days in addition to the nineteen and one-half (19 ½) days of paid sick leave to which s/he shall be entitled. Under no circumstances shall an assistant principal be entitled to payment for any accumulated and unused sick leave following the termination of her/his employment with the committee whether by resignation, retirement, or otherwise. The Committee may, after utilization of all accrued sick leave for illness, and with the Superintendent's recommendation, grant an extension of leave to an assistant principal, paid or unpaid, and upon such terms as the Committee deems appropriate.
- 13.2 An assistant principal with three (3) or more consecutive years of service may be granted a leave of absence without pay or increment for up to one (1) full year for health reasons. Written requests for such leave must be supported by appropriate medical evidence submitted by the employee's physician. Such medical evidence will be transmitted to a duly appointed school physician who will in turn make recommendations to the Superintendent. Additional leave may be granted at the discretion of the Superintendent with the approval of the Committee.
- 13.3 A leave of absence without pay or increment of up to one (1) full year may be granted to a member the bargaining unit for the purpose of caring for a sick member of the employee's immediate family (mother, father, spouse, or child) upon written request, substantiated by appropriate medical evidence. Such medical evidence will be transmitted to a duly appointed school physician who will in turn make recommendations to the Superintendent. Additional leave may be granted at the discretion of the Superintendent with the approval of the Committee.
- 13.4 Assistant principals shall be compensated in cash for one-half (50%) of all accumulated unused sick leave upon presentation of evidence of permanent retirement under the terms of the Massachusetts Teachers Retirement system, or death. In the event of death, payment shall be made to the estate of the deceased. The rate of compensation which the assistant principal would be receiving at the time of retirement or death shall be used in computing the payment provided in this paragraph. Advance notice of intention to retire must be given to the Assistant Superintendent for Business by January 1 of the fiscal year prior to the fiscal year in which the retirement is to occur in order for an assistant principal to be assured receipt of his/her sick leave buyback payment by June 30 of the

fiscal year in which the retirement occurs. Unless sufficient funds are otherwise available, failure to give timely notice will result in payment no later than July 15 of the first fiscal year in which the Committee is able to include the amount of the buyback in its annual budget. Notwithstanding any provision of this agreement to the contrary, the benefits of this section 13.11 shall not be available to any employee(s) newly hired to begin work at the beginning of the 2002-2003 work year or later, including any subsequent work year thereafter. All employees hired to work prior to the beginning of the 2002-2003 work year, shall be grandfathered and remain eligible to receive payments for accumulated sick leave unless they elect the longevity buyback alternative of Article XXVI.

- 13.5 In cases of prolonged disability or when circumstances reasonably warrant suspected abuse, the Superintendent may require an assistant principal to produce a medical certificate of disability from a regularly licensed and practicing physician of the employee's choice indicating the approximate dates of disability together with appropriate medical evidence. The cost of any such doctor's certificate shall be paid by the School Committee.

#### **ARTICLE XIV**

##### **TEMPORARY LEAVES OF ABSENCE**

- 14.1 In the following cases of Temporary Leaves of Absence with pay, no deduction is to be made from accumulated sick leave.
- 14.2 Assistant principals shall be entitled to the following temporary leaves of absence with pay each school year:
- (a) Three (3) personal leave days each year of this agreement or any extension thereof. Such days must be approved by the Superintendent or his designee and shall not accumulate from year to year.
  - (b) Up to five (5) calendar days at any one time within a ten (10) day period commencing with or immediately following the date of death of a member of the immediate family (father, mother, grandparent, brother, sister, husband, wife, child, ward, or in-law). In the event of death of other relatives, leave will be handled at the discretion of the Superintendent.
- 14.3 Assistant principals leaving before the end of the school year for institutes will be paid at regular salary. Written request for such leave must be given in advance and must have the approval of the Superintendent, and must include provisions for fulfilling their contracted year.
- 14.4 Benefits within this Article shall not be utilized to extend holidays or vacation periods.

## ARTICLE XV

### EXTENDED LEAVES OF ABSENCE

- 15.1 **MATERNITY LEAVE** – A maternity leave of absence of up to two (2) years or any fraction thereof shall be granted to assistant principals without pay or increment; however, in the event an assistant principal was on duty at least one-half (1/2) of the school year in which the leave was granted, said assistant principal shall be eligible to move to the next step of the salary schedule upon returning to active service.

An assistant principal who is pregnant shall be entitled, upon request, to a leave of absence to begin at any time between the commencement of her pregnancy and one (1) year after the child is born to her. Said assistant principal shall inform the Superintendent, in writing, of her desire to take such leave and, except in case of emergency, shall give notice at least thirty (30) days prior to the date on which her leave is to begin.

She shall include with such notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable.

An assistant principal who is pregnant may continue in active employment as late as her pregnancy permits and she so desires, provided she is able to properly perform her required functions, as substantiated by appropriate medical evidence from her physician.

All or any portion of a leave taken by an assistant principal because of a medical disability connected with or resulting from her pregnancy may, at the assistant principal's option, be charged to her available sick leave.

Maternity leave shall be granted in accordance with applicable Federal and State statutes, guidelines and regulations.

- 15.2 **ADOPTION** – An assistant principal adopting a child up to the age of four (4) shall be entitled, upon request, to a leave of up to two (2) years or fraction thereof to commence at anytime during the first year after receiving de facto custody of said child, or prior to receiving such custody, if necessary, in order for the assistant principal to fulfill requirements for adoption.
- 15.3 A paternity leave of absence of up to two (2) years or any fraction thereof shall be granted to assistant principals without pay or increment; however, in the event an assistant principal was on duty at least one-half (1/2) of the school year in which the leave was granted, said assistant principal shall be eligible to move to the next step of the salary schedule upon returning to active service.

15.4 An assistant principal on leave under any provision of this Article, excluding Sabbatical Leave, shall advise the Superintendent, in writing no later than March 1 of any year, of his/her intention to return to work the following school year.

15.5 Family Medical Leave

The parties agree that the following procedures and understandings shall be applicable to leave requests pursuant to The Family and Medical Leave Act of 1993 (hereinafter “FMLA” or “the Act”):

A. Eligibility

1. FMLA leaves will be available to all bargaining unit employees who have worked for the Marshfield Public Schools for at least twelve (12) months and who have worked at least 1,250 hours during the twelve (12) month period immediately preceding the date of commencement of the leave requested.
2. Such leaves may be available:
  - a. To care for a newly born son or daughter, a newly adopted or newly placed foster child; or
  - b. To care for a son, daughter, spouse or a parent who has a serious health condition; or
  - c. To deal with the employee’s own serious health condition if the employee is unable to perform the functions of his or her position.

All definitions of applicable terms such as, but not limited to, “ spouse”, “son”, daughter”, “parent”, “serious health condition”, “health care provider” as used in this Article shall be as such terms are defined in the Act itself. Nothing herein shall be construed to conflict with any applicable provisions of the FMLA.

3. Eligible employees shall be entitled to up to twelve (12) weeks of leave during the twelve (12) consecutive month period beginning with the commencement of the leave, subject always to compliance with all applicable conditions set forth below. Normally, days and/or weeks of such leave must be taken consecutively.
4. “ In loco parentis” relationships must be expressly described by a statement in any FMLA leave request indicating that the applicant is responsible for the care of the person concerned “in place of a parent”.

B. Notice Requirement

Eligible employees must provide at least thirty (30) days prior written notice of any request for such leave when the need for such leave is foreseeable such as for the expected birth or placement of a child or planned medical treatment(s). Notice of such leave must be given as soon as practicable if such thirty (30) days prior notice is not possible due to the emergency nature of the leave.

C. Medical Certification(s) Required

1. Appropriate medical certification(s) supporting the need for such leave due to a serious health condition of the employee or a spouse, son, daughter or parent (“immediate family”) must be provided from an appropriate health care provider as a condition of such leave.
2. The Administration may require reasonable and periodic reports and/or recertifications of an employee’s status or that of an immediate family member as a condition of the continuation of such leave, including the employee’s intention to return to employment.
3. Fitness for duty certification(s) indicating an employee is able to return to work may be required after any FMLA leave, or any other leave(s), taken because of personal illness.
4. Any required medical certification must contain the following:
  - (a) the date on which the serious health condition(s) commenced;
  - (b) the probable duration of the condition(s);
  - (c) the appropriate medical facts within the knowledge of the health care provider regarding the condition(s);
  - (d) (i) a statement that the employee is needed to care for the son, daughter, spouse or parent and an estimate of the amount of time needed to provide the care; or (ii) a statement that the employee is unable to perform the functions of his or her position;
  - (e) for intermittent leave or leave on a reduced leave schedule for planned medical treatment, the dates the treatment is expected and the duration of the treatment;
  - (f) for intermittent leave or leave on a reduced leave schedule because of a serious health condition that makes the employee unable to perform the functions of his or her position, a statement of the medical necessity for, and the expected duration of, the intermittent leave or leave on a reduced leave schedule; and

- (g) for intermittent leave or leave on a reduced leave schedule in order to care for a spouse, son daughter, or parent with a serious health condition, a statement that the intermittent leave or leave on a reduced schedule is medically necessary for the care of the spouse, son, daughter, or parent, or will assist in their recovery, and the expected duration and schedule of the intermittent leave or reduced leave schedule.
- (h) Forms made available by the United States Department of Labor may be utilized for any medical certification requirements.

- 5. The Administration may also require second or third medical opinions as defined in the Act at the school district's expense in the event the Administration has reason to question the validity of any certification or re-certification provided by the employee.

D. Leaves, Limitations, Instructional Employees

- 1. Intermittent or reduced leaves may not be taken after the birth of a child or for purposes of adoption.
- 2. Employees must make reasonable efforts to schedule planned medical treatment(s) so they do not unduly disrupt the operations of the district.
- 3. Eligibility for leaves for the birth or placement of a child (for adoption or foster care) expires at the end of the twelve (12) month period beginning on the date of birth or placement.
- 4. In the event a husband and wife each work in the district and are eligible for FMLA leave, any such leave(s) for the birth or placement of a child or care of a sick parent may be limited to a total aggregate of twelve (12) workweeks.
- 5. The special rules set forth in Section 108 of the Act for employees employed principally in an instructional capacity and pertaining to intermittent leaves, leaves on a reduced schedule, temporary transfers to alternative positions and periods of leave near the conclusion of an academic term may be exercised, applied, and/or required by the school district in order to lessen the impact of any such leaves upon the students affected thereby.

E. Health Insurance, Seniority, Other Benefits

- 1. Health and life insurance will be continued during any period of approved FMLA leave. Required employee health and life insurance contributions shall be set off against the employee's first paycheck upon the employee's

return to work and upon subsequent paychecks, if need be, until all such contributions have been fully paid.

2. Monies owing the Town and/or Committee if an employee does not return to work shall be set off against available funds owing the employee; if there are no such available funds, the employee will be billed.
3. Seniority and other employment benefits shall not continue to accrue during the unpaid periods of any FMLA leave(s).
4. Employees shall be required to utilize any paid sick leave to which they may be entitled coterminously with the period of any FMLA leave provided pursuant to this Article.
5. Employment decisions un-related to the leave status of any employee shall be made as if the employee were not on leave, including but not thereby limiting the generality of the foregoing, decisions regarding reductions in force.

F. Restoration of Employment. Failure to Fulfill Leave Obligations or Return to Duty

1. An employee returning from an FMLA leave shall be restored to the position he or she held when the leave commenced or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.
2. Employees who fail to adhere to any applicable conditions, re-certifications or other requirements of any FMLA leave(s) may be denied a continuation of any such leave(s).
3. In the event an employee claims he or she is unable to return to work after an FMLA leave has expired because of the continuation, re-occurrence or onset of a serious health condition of the employee, spouse, son, daughter, or parent, the Administration may require certification of such claims by an appropriate health care provider. Any requests for such certification(s) of claims shall not be considered or construed to be a grant of, or a continuation of, any leave granted pursuant to this Article.
4. Failure to timely respond to any requests concerning the employee's intention to return to work as well as an employee's failure to return to work at the expiration of any leave hereunder may result in a determination that the employee has abandoned his or her employment, is unable to continue employment because of incapacity and/or has voluntarily resigned.

## **ARTICLE XVI**

### **PROFESSIONAL DEVELOPMENT**

The Committee will grant financial assistance to assistant principals covered by this Agreement who pursue advanced study under the following terms and conditions:

Three quarters of the cost of courses (not to exceed nine (9) semester hours per year) will be reimbursed upon successful completion, provided the assistant principal is in a recognized degree program. If the assistant principal is not in a degree program the limit will be one (1) course per year. Reimbursement will be limit to tuition and registration. Subject to the Superintendent's prior approval, the assistant principal may also be reimbursed for expenses related to workshops, seminars, and other programs related to professional development and improvement.

## **ARTICLE XVII**

### **PROTECTION**

- 17.1 Members of the bargaining unit will immediately report, in writing, to their respective principals, all cases of assault, including incidents of sexual harassment suffered by them in connection with their employment.
- 17.2 A copy of this report will be forwarded by the principal to the Superintendent who will comply with any reasonable request from the assistant principal for information in his/her possession, which is not legally restricted, relating to the incident or the person involved, and will act in appropriate ways as liaison between the assistant principal, police, and the courts.
- 17.3 The Superintendent will report such cases to the Committee. The Committee will provide the Superintendent any information in its possession, which is not legally restricted, relating to the incident.
- 17.4 If an assistant principal requires legal counsel, whether as a defendant or as a complainant in an employment-related criminal or civil assault proceeding, the Committee will provide legal counsel or reimburse the assistant principal for reasonable counsel fees in accordance with and to the extent of its authority to do so under prevailing state statutes.

## **ARTICLE XVIII**

### **PERSONAL INJURY BENEFITS**

- 18.1 (a) Whenever an assistant principal is absent from school as a result of personal injury caused by an accident or an assault occurring in the course of his employment, he will be paid his full salary (less the amount of any workmen's compensation award made for temporary disability due to said injury) for the period of such absence, and no part of such absence will be charged to his annual or accumulated sick leave.
- (b) During the period an assistant principal is receiving Workers' Compensation, s/he shall be able to accumulate seniority up to a maximum of three hundred and fifteen (315) days whether or not the assistant principal elects to use his/her accumulated sick leave during the period of absence from work. In cases of a recurrence or aggravation of the same injury occurring in the course of his/her employment, an assistant principal may be granted additional seniority credit at the discretion of the School Committee. In cases of a new injury occurring in the course of an assistant principal's employment, an assistant principal receiving Workers' Compensation for said new injury shall be eligible to accumulate additional seniority up to the maximum of three hundred and fifteen (315) days as provided above.

18.2 The Committee will reimburse an assistant principal for:

- (a) any clothing or other personal property damaged or destroyed in the course of his/her employment;
- (b) the cost of medical, surgical, or hospital services (less the amount of any insurance reimbursement) incurred as the result of any injury sustained in the course of his/her employment; and
- ® theft of personal property used in the course of employment to enhance the instructional effort, not otherwise covered by insurance, up to a maximum of three hundred dollars (\$300.00) per loss, provided, however, that eligibility for reimbursement of more than one hundred dollars (\$100.00) shall be conditioned upon the building principal's prior approval of such use. In the event an item of personal property is not covered by an assistant principal's homeowners or other insurance and has a value greater than three hundred dollars (\$300.00), upon the request of the assistant principal the building principal may, with the Superintendent's approval, agree to reimburse the assistant principal for the premium cost necessary to protect such property during the period it is used for educational purposes, but in no event shall the total premium cost and any reimbursement due to a deductible exceed three hundred dollars (\$300.00).

## ARTICLE XIX

### INSURANCE AND ANNUITY PLAN

- 19.1 The Town of Marshfield will pay its authorized percentage or dollar amount, as permitted by law, of the cost of the following:
- (a) A \$10,000.00 term life insurance plan;
  - (b) Individual or family coverage, whichever applies in the particular case, for Blue Cross/Blue Shield health insurance or other optional insurance for services of a health care or health maintenance organization (HMO). Effective July 1, 2006 (Open Enrollment May, 2006) the Town shall not provide an indemnity health insurance plan (BC/BS Master Health) to employees in the bargaining unit.
  - (c) The Association hereby recognizes and agrees that the Town of Marshfield and the Marshfield School Committee shall be under no obligation to negotiate with the Association with respect to any changes which may be made by the insurance carrier or carriers or any plan, program, or contract(s) of insurance provided to members of the bargaining unit by the Town of Marshfield with respect to the eligibility for, or payment of benefits thereunder, or co-payments or any other fees or charges required to be paid by members of the bargaining unit as a condition of receipt of any benefits provided pursuant to any such plans, programs or contract(s), no matter however denominated or described, including without limiting the generality of the foregoing, any changes in payments or co-payments associated with office visits, physicals, emergency room care or prescription drugs.
- 19.2 The Committee and the Association agree to allow members of the bargaining unit represented by the Association to participate in the Town of Marshfield Premium Conversion Plan, a so-called “cafeteria plan”, established pursuant to Section 125 of the Internal Revenue Service Code in order to allow employees of the Town of Marshfield to utilize pre-tax income to pay their contributions toward the premium cost of health, life, and dental insurance provided such employees, pursuant to Massachusetts General Law, Chapter 32B. The Committee and the Association further agree that in the event said cafeteria plan is amended or terminated by the Town, the Committee, upon the request of the Association, agrees to negotiate regarding any such amendments or, in the event of termination, regarding the establishment of an alternative plan.
- 19.3 (a) The Committee will, at the written request of a Professional Employee, enter into an agreement with said employee to reduce the amount of his/her salary pursuant to Section 403 of the Internal Revenue Code, as amended and in accordance with M.G.L. c.71, Section 37B, and to apply the amount of said reduction in salary to the purchase of a tax sheltered annuity plan for said employee, provided, however, that the Committee will not purchase any such contracts from a company unless the company has at least five (5) employees enrolled as members. Also new companies must have five (5) or more employees enrolled before the Committee will purchase contracts from them. The Committee will continue to contract with all existing companies with less than five (5) employees enrolled;

however, no new contract will be purchased from such companies unless a total of five (5) or more employees are enrolled.

- (b) All new agreements for tax sheltered annuities, changes in companies as well as any changes in the amount of the deductions to be made shall be entered into or completed with ninety (90) calendar days of the opening of a school year. Each employee may effectuate changes and/or enter new agreements on one additional occasion during each school year, provided all such changes or new agreements shall be effective during the month of March in the 1994-1995 work year and during the month of January in all subsequent years of this Agreement.
- (c) Deductions will be made in equal amounts each pay period by the Committee from the employee's paycheck.
- (d) A policy may be canceled by an employee at any time during the school year.
- (e) Nothing herein shall be construed to conflict with the provisions of M.G.L. Chapter 71, Section 37B, as said Section may, from time to time, be amended.

## **ARTICLE XX**

### **PAYROLL DEDUCTIONS/AGENCY FEE**

- 20.1 The Committee hereby accepts the provisions of Section 17C of Chapter 180 and Chapter 149, Subsection 178B of the General Laws of Massachusetts, and in accordance therewith, shall certify to the Treasurer of Marshfield all payroll deductions for payment of professional dues (Marshfield Education Association, National Education Association, Massachusetts Teachers Association, Plymouth County Education Association), deposits and/or payments to the Massachusetts Teachers Association Credit Union, and tax sheltered annuities duly authorized by employees covered by this Agreement.
- 20.2 For any employee covered by this Collective Bargaining Agreement who is not a member in good standing of the Association, it shall be a condition of employment during the life of this Collective Bargaining Agreement that on or after the thirtieth day following the beginning of such employee's employment or the effective date of this Agreement, whichever is later, s/he shall pay an Agency Service Fee to the Association which shall be an amount equal to the amount required to become and remain a member in good standing of the Association subject to the provisions contained in Chapter 150E, Section 12 of the General Laws of the Commonwealth of Massachusetts, including any provisions regarding the payment of rebates, and all applicable rules and regulations of the Massachusetts Labor Relations Commission, as said Section 12, and any such rules and regulations from time to time may be amended. Any such Agency Service Fee may be deducted from the salary of any such employee who signs an authorization form permitting such deductions and shall be transmitted to the Association together with the regular dues transmitted pursuant to paragraph 21.1 above.

- (a) If, at the end of the aforementioned thirty (30) days any employee has not paid the Agency Fee, the Association shall so notify the employee of his/her rights under the rules and regulations of the Massachusetts Labor Relations Commission and will request the Superintendent to take appropriate action.
- (b) If the Agency Service Fee has not been paid by any employee within six (6) months of the original notification of non-payment by the Association as provided for in paragraph (a), or such longer period as may be required or allowed by applicable laws or regulations, the Association will write to the Superintendent so informing the Superintendent and request the Superintendent to initiate termination proceedings against such employee or employees.
- (c) The Superintendent agrees to initiate termination proceedings against any employee who has failed to pay the Agency Service Fee as required by the Contract within fourteen (14) calendar days following the demand for termination as provided for in paragraph (b) unless the employee has exercised rights as provided in Section 17.06 (1-3) of the Massachusetts Labor Relations Commission's Rules and Regulations or by other applicable law or constitutional provision has challenged the validity or amount of the Service Fee.
- (d) No employee who has exercised his/her rights to challenge the validity or amount of said Agency Fee shall be terminated during the pendency of any charges regarding the same filed at the Massachusetts Labor Relations Commission or during the pendency of suit(s) regarding the same in federal and state courts.
- (e) The Superintendent or his/her designee shall certify to the Treasurer of Marshfield all payroll deductions for the payment of dues and/or Agency Fees to the Association that have been duly authorized by employees covered by this Agreement.
- (f) The Committee's obligation to make such deductions concerning an employee shall terminate automatically upon notice of the employee's challenge to the validity or amount of an Agency Fee, termination of the employee who submitted the authorization, or upon receipt of a timely and properly written notice revoking such authorization, except that deductions shall be resumed if any employee who has been laid off is recalled, and no period of revocation intervened during his layoff period.
- (g) The Association shall indemnify and save the Committee harmless against any claim, demand, suit, or any other form of liability that may arise out of, or by reason of, action taken or not taken by the Superintendent for the purpose of complying with this Article, or in compliance with any dues deduction authorization furnished to the Committee. The Association will intervene in and defend any administrative or court litigation concerning the propriety of such

termination for failure to pay the Agency Fee. In such litigation, the Committee may, but shall not be obligated to, defend the termination.

## **ARTICLE XXI**

### **REDUCTION IN FORCE**

- 21.1 It is recognized by both parties that the Committee retains the exclusive right and sole responsibility to determine the number of administrative positions needed in the school system including the right to determine the number of employees to be laid off, recalled or that a particular type of administrative service should be discontinued in full or in part. Such decisions shall not be subject to the grievance and arbitration procedure, but, once made, the following policy for reduction in personnel will be followed:
- (a) In all cases the provisions of applicable laws as they pertain to the dismissal of assistant principal(s) with or without three (3) or more years of consecutive service and with or without professional teacher status shall apply.
  - (b) An assistant principal with three (3) or more consecutive years of service in said position shall not be laid off if there is an assistant principal without three (3) or more consecutive years of service whose position said assistant principal is qualified to fill.
  - (c) If the Superintendent determines it is necessary to reduce the number of assistant principal(s) with three (3) or more consecutive years of service in such positions covered by this Agreement, he/she shall attempt to accomplish said reduction by attrition.
  - (d) In the event a reduction cannot be accomplished by attrition and an assistant principal with three (3) or more consecutive years of service must be laid off, the Superintendent shall lay off the least senior assistant principal within the area of certification concerned. An assistant principal who is laid off may bump a less senior assistant principal in an area in which the assistant principal laid off is certified. In the event a assistant principal who is laid off may be eligible to continue employment by bumping or otherwise as a result of holding multiple certifications, the Superintendent will make a good faith effort to assign the eligible assistant principal to the available position most comparable to that position from which the eligible assistant principal was laid off. The eligible assistant principal will be consulted with respect to his/her opinion of which available position is the most comparable position prior to his/her assignment. The Association agrees that the final decision with respect to the assignment of such eligible assistant principals shall be that of the Superintendent and shall not be subject to the Grievance and Arbitration provisions of the Agreement between the Association and the Committee.

- (e) Seniority means an assistant principal's length of service in years, months, and days as a member of the bargaining unit, provided that the seniority of present assistant principals as of the effective date of this Agreement shall consist of their length of service as defined above from their initial date of employment (not hiring). For purposes of computing seniority, time spent on the following types of leaves shall be included: paid sabbatical leave, a paid leave of absence granted for any other reason, military leave (only to the limits required to be credited by state or federal law), any leave for which increment credit is granted, leave granted to serve in the Peace Corps, as an exchange teacher or other service judged comparable by the Superintendent, and absence due to personal injury for which seniority credit is granted pursuant to Article XVIII of this Agreement. Seniority of part-time assistant principals shall not be prorated, but rather shall be treated as if they had been always employed on a full-time basis. In case of identical initial date of employment, seniority shall be determined by the drawing of lots by such employees.
- (f) A list specifying the seniority of each member of the bargaining unit with three (3) or more consecutive years of service shall be prepared by the Superintendent and forwarded to the President of the Association as soon as reasonably possible following the execution of this Agreement and annually thereafter on September 1. If no challenge to the list is made by the Association within thirty (30) days of receipt of the list, the list stands as written. The seniority list prepared by the Superintendent need not specify an assistant principal's length of service in years, months, and days but for the parties' convenience may solely indicate an assistant principal's length of service in terms of years and months. However, in all cases, days of service shall be counted in determining assistant principals' seniority for purposes of any reduction in force. For a reduction in force to take place at the beginning of a school year, the seniority of assistant principals as of April 1 of the preceding school year shall be used. A list specifying the seniority of assistant principals as of April 1 shall be forwarded to the President of the Association. If no challenge to the list is made by the Association within fifteen (15) days of receipt of the list, the list stands as written. As the time of layoff (or at any time prior thereto) an assistant principal may, for purposes of recall, voluntarily withdraw his/her name from the seniority list of a given discipline in which s/he is certified. Said withdrawal must be in writing and shall be effective through the entire school year next following the school year in which said withdrawal is made. If an assistant principal who has withdrawn his/her name from a discipline wishes to have his/her name reinstated in said discipline for a subsequent school year, s/he must notify the Superintendent in writing of that desire prior to March 1 of that year **or** his/her name will remain withdrawn for the subsequent school year.
- (g) Seniority rights for bumping and/or for recall purposes shall be exercised within areas of certification in which assistant principals with three (3) or more consecutive years of service are certified as of February 1 of any school year. Any new area of certification secured by an assistant principal subsequent to

February 1 of a given school year shall not be utilized in determining bumping and/or recall rights relative to a reduction in force to occur in the immediately following school year; exceptions to the utilization of new areas of certification secured after February 1 of any year may be made at the discretion of the Committee. Any assistant principal who obtains an additional certification after February 1 of a given year and who has been laid off shall have his/her name placed on the recall list for that new area of certification as of the date s/he submits evidence to the Administration of having obtained said new certification; such assistant principal shall be eligible for recall in that newly obtained area of certification provided there is no one eligible for recall who was laid off in that area of certification.

- (h) Except in unforeseen circumstances, assistant principals whose employment will be terminated in full or in part by a reduction in staff to be effective at the beginning of the ensuing school year shall be notified by May 1 of the school year preceding that in which the reduction is to take place. In no event shall such notification be later than June 1 of the school year preceding the September in which the reduction is to be effectuated.

In the event it becomes necessary for the Superintendent to lay off assistant principals during the course of a school year, the Superintendent agrees to make every effort to provide thirty (30) calendar days' notice prior to the effective date of the layoff.

In the event any assistant principal loses his/her position due to a reduction in force, the Committee agrees to negotiate with the Association concerning the seniority credit to be awarded such assistant principal as a member of the teachers' bargaining unit and within the confines of good faith bargaining pursuant to Section 6 of G.L. c 150E, it will take the position that such an assistant principal should be credited with full system seniority in his/her areas of teacher certification. System seniority means total length of service in years, months, and days in the Marshfield Public Schools.

- (i) If assistant principals who are laid off request, in writing to the Superintendent to be placed on recall, then during a period of two (2) years from the effective date of their layoff, assistant principal(s) with three (3) or more consecutive years of service shall be given preference for positions as they develop in the inverse order of their respective layoff.
- (j) In the event of recall, assistant principals shall be notified by Certified Mail to their last address of record with the Superintendent, and must advise the Superintendent of their acceptance of the position being offered within fifteen (15) days following the date of mailing or seven (7) days following the receipt of said notice, whichever comes first, or forfeit all recall rights. The Superintendent/Principal shall not be required to make more than one offer of reemployment during the period that an assistant principal is eligible for recall.

- (k) In the event that two or more positions become simultaneously available so that the senior assistant principal waiting recall on the list may be assigned more than one (1) position, the Superintendent will make a good faith effort to assign the eligible assistant principal to the available position most comparable to that position from which the eligible assistant principal was laid off. The eligible assistant principal will be consulted with respect to his/her opinion of which available position is the most comparable position prior to his/her assignment. The Association agrees that the final decision with respect to the assignment of such eligible assistant principal shall be that of the Superintendent and shall not be subject to the Grievance and Arbitration provisions of the Agreement between the Association and the Committee.
- (l) An assistant principal with three (3) or more consecutive years of service who is reduced from a full-time position and is on the recall list may refuse to accept an offer of a part-time position without forfeiting his/her recall rights for the duration of the recall period, and an analogous right shall exist for an assistant principal who may be reduced from a part-time position and offered a full-time position. However, should such an assistant principal who is reduced from a full-time position refuse a part-time position which subsequently is accepted by a less senior assistant principal on layoff, and following such acceptance and the beginning of the school year should such a part-time position be restored to full-time status, the less senior assistant principal having accepted the position shall not be displaced by the more senior assistant principal for that school year.
- (m) An assistant principal who is reduced from a full-time position and is on the recall list may accept a part-time position and retain his/her eligibility to be assigned a full-time position for the subsequent school year, and an analogous right shall exist for an assistant principal who may be reduced from a part-time position, accept a full-time position, and wish to retain eligibility for assignment to a part-time position for the subsequent school year. Assistant principals who wish to retain such eligibility shall so advise the Superintendent in writing at the time of their initial acceptance of the full-time or part-time employment which they would prefer not to continue during the subsequent school year. In no event shall the retention of eligibility for assignment to a full- or part-time position exceed the length of the recall period.
- (n) In order to fully effectuate the recall provisions of this Article, it is agreed that upon stabilization of the recall list at the beginning of a school year, vacancies which occur subsequent to September 1 shall be posted in accordance with the provisions of Article X; however, no vacant position shall be awarded to any assistant principal not on layoff unless and until all assistant principals who have been laid off and not recalled have refused recall to said position. Furthermore, in recognition of both parties' desire to maximize, where possible, employment opportunities for all assistant principal(s) on layoff, the Superintendent may, but shall not be required to offer a full-time position on recall to an assistant principal

laid off from a part-time position if a part-time position exists on recall for which that assistant principal is eligible.

- (o) Assistant principals recalled pursuant to the above provisions shall be credited with all previously accrued time in Marshfield for the purposes of placement on the salary schedule and any previously unused sick leave.
- (p) During said recall period, employees laid off under this Article shall be given priority on the substitute list. Assistant principals must indicate their desire for substitute work in writing.
- (q) To the extent permitted by General Laws Chapter 32B and the insurance carrier(s) concerned, laid off employees may continue group health and life insurance coverage provided pursuant to this Agreement during the recall period, by reimbursing the Town for full premium cost. Failure to timely forward premium payments to the Town or refusal to return to employment upon recall will terminate this option.
- (r) For purposes of notification of layoff and an assistant principal's request to be granted a leave of absence as a result of layoff, the letters contained in Appendix B of this Agreement will be used.
- (s) Any member of the bargaining unit who is appointed to a promotional position shall retain any earned bargaining unit seniority for a period of three (3) years from the date on which the member begins work in the promotional position.
- (t) The foregoing policy for reduction in personnel shall apply solely to assistant principals who have served as such in the Marshfield Public Schools for three (3) or more consecutive years.

## **ARTICLE XXII**

### **GENERAL**

- 22.1 There will be no reprisals of any kind taken against any assistant principal by reason of his/her membership or non-membership in the Association, or participation or non-participation in its activities.
- 22.2 If negotiation meetings between the Committee and the Association are scheduled during the school day, the representatives of the Association will be relieved from their regular duties without loss of pay, as necessary, in order to permit their participation in such meetings. When it is necessary, pursuant to Article III (Grievance Procedure) for a Building Representative, member of the Professional Rights and Responsibilities Committee, or other representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the school day, s/he will, upon

written notice to his/her principal or immediate superior and to the Superintendent by the Chairman of the Professional Rights and Responsibilities Committee, be released without loss of pay, as necessary, in order to permit participation in the foregoing activities. Any assistant principal whose appearance in such investigations, meetings, or hearings as a witness is necessary will be accorded the same right. The Association agrees that these rights will not be abused.

- 22.3 Assistant principals will be entitled to full rights of citizenship, and no religious or political activities of any assistant principal or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such assistant principal.
- 22.4 The Committee will, upon request, provide the Association with any documents which will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the assistant principals, together with any other available information which may be necessary for the Association to process grievances under this Agreement.
- 22.5 The cost of printing copies of this Agreement will be shared equally by the Association and the Committee. The format will be in a form mutually agreed upon by both parties. A copy will be distributed to each member of the bargaining unit.
- 22.6 If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force. The parties recognize and agree that the provisions of this Agreement are intended to be construed in accordance with the terms of the Massachusetts Education Reform Act of 1993.
- 22.7 This Agreement constitutes Committee policy with respect to assistant principals' wages, hours, and other conditions of their employment for the term of said Agreement, and the Committee will carry out the commitments contained herein and give them full force and effect as Committee policy. The Committee will amend its Administrative Regulations and take such action as may be necessary in order to give full force and effect to the provisions of this Agreement.
- 22.8 The Committee agrees to pay the membership dues of individual Association members to the **appropriate professional organization**, provided funds are allocated in the budget.
- 22.9 Individualized job descriptions of all professional positions will be available in the Superintendent's Office. The Superintendent will be available for consultation concerning job descriptions.
- 22.10 The Superintendent and the Professional Rights and Responsibilities Committee, upon request of either party, will meet during the school year to discuss items of mutual concern.

22.11 The assistant principal will be reimbursed for expenses reasonably incurred in the performance of duties under this contract. Such expenses shall include, but not be limited to, costs of transportation and attendance at workshops and conferences, subject to the approval of the Superintendent of Schools and subject to the appropriation of available funds and submission of vouchers for the same.

## **ARTICLE XXIII**

### **TRAVEL EXPENSES**

- 23.1 Mileage at the current Town rate will be reimbursed when private cars are used for approved travel to attend professional development and educational improvement programs
- 23.2 Mileage at the current Town rate will be reimbursed when private cars are used for approved and required travel between school buildings by supervisors whose daily supervisory assignments require such travel.
- 23.3 Standard forms utilized by the School Department must be submitted to the Superintendent's Office for travel expense payment as follows:
- (a) In 23.1 above, as soon as possible after travel has been completed.
  - (b) In 23.2 above, on the first Monday of each month, listing daily travel during the previous month.
- 23.4 Members of the professional staff using a privately owned vehicle for authorized school purposes to include infrequent and occasional transportation of students shall be covered by the provisions of Chapter 258 of the General Laws of the Commonwealth of Massachusetts as it may from time to time be amended, and as construed by Massachusetts courts of competent jurisdiction.

## **ARTICLE XXIV**

### **VACATIONS**

Assistant Principals shall be entitled to thirty (30) vacation days per year, to be arranged in consultation with the Superintendent and/or his designee: Assistant principal vacations must be arranged so that three (3) consecutive or separate days are set aside for administrative meetings and/or in-service during the school summer vacation. Said dates shall be set at the discretion of the Superintendent or his designee.

Assistant principals may carry over or borrow ten (10) days of vacation to be used in the next year.

When an Assistant Principal tenders his/her resignation with the intent to retire, said Assistant Principal shall receive the per diem rate of pay for all unused vacation time.

## **ARTICLE XXV**

### **DURATION**

This Agreement shall be effective as of September 1, 2013 and will continue and remain in full force and effect until August 31, 2016.

The parties agree that no later than October 1 preceding the expiration of the current agreement, they will enter into negotiations for a successor Agreement to become effective as of September 1, 2016. If negotiations for a successor Agreement are not completed by August 31, 2016, this Agreement shall remain in full force and effect until such time as negotiations are completed. Any agreements reached during the extended period shall be effective retroactive to September 1, 2016.

In the event the Association and the Committee fail to reach agreement by January 1, 2016, either party may petition the State Board of Conciliation and Arbitration in accordance with the provisions of Chapter 150E, Section 9.

Both parties agree to reopen negotiations at the request of either party to negotiate concerning the impact of non-monetary provisions of the Education Reform Act of 1993, and the federal Family and Medical Leave Act of 1993 and its regulations, upon this Agreement. Either party may, by mutual agreement upon thirty (30) days' written notice to the other, open for negotiation any other mutually agreed upon negotiable subject not covered by this Agreement.

**IN WITNESS WHEREOF**, the duly authorized Chairman of the Committee and President of the Association have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Marshfield School Committee

Marshfield Education Association  
Assistant Principals

By: \_\_\_\_\_

By: \_\_\_\_\_

**APPENDIX A**  
**Assistant Principal's Salary Schedule**

Step	Base	Total Max Salary Base with Merit	CAGS/MM	Total Max Salary CAGS with Merit	DOC	Total Max Salary DOC with Merit
1	90,000	\$ 91,000	91,000	\$ 92,000	92,000	\$ 93,000
2	91,500	\$ 92,500	92,500	\$ 93,500	93,500	\$ 94,500
3	93,000	\$ 94,000	94,000	\$ 95,000	95,000	\$ 96,000
4	94,500	\$ 95,500	95,500	\$ 96,500	96,500	\$ 97,500
5	96,000	\$ 97,000	97,000	\$ 98,000	98,000	\$ 99,000
6	97,500	\$ 98,500	98,500	\$ 99,500	99,500	\$ 100,500
7	99,000	\$ 100,000	100,000	\$ 101,000	101,000	\$ 102,000
8	100,500	\$ 101,500	101,500	\$ 102,500	102,500	\$ 103,500
9	102,000	\$ 103,000	103,000	\$ 104,000	104,000	\$ 105,000
10	103,500	\$ 104,500	104,500	\$ 105,500	105,500	\$ 106,500
11	105,000	\$ 106,000	106,000	\$ 107,000	107,000	\$ 108,000
12	106,500	\$ 107,500	107,500	\$ 108,500	108,500	\$ 109,500

Initial implementation of this schedule shall be as follows:

Jim Thomas and Cheryl O'Brien : Step 12 of applicable column for 2013-2014 and 2014-2015 with an off schedule salary of \$109,000 in 2015-2016.

Rachel Chavier: Step 3 of applicable column for 2013-2014; Step 7 for 2014-2015; and normal step progression thereafter.

Maureen Kemmett: Step 3 of applicable column for 2013-2014; Step 8 for 2014-2015; and normal step progression thereafter.

**APPENDIX B (i)**

**LAYOFF NOTICE**

This is to advise you that due to economic and budgetary constraints, I intend to consider your dismissal as an assistant principal on \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_ p.m. at my office in the Marshfield Administration Building, pursuant to the provisions of M.G.L. c.71, Sections 41 and 42 (copy enclosed). I anticipate that your dismissal, should it occur, shall be effective on \_\_\_\_\_, \_\_\_\_\_.

Enclosed with this letter is a form letter by which you may waive any statutory rights you may have under M.G.L. c.71, Sections 41 and 42, and upon my receipt of the signed form letter, you will be granted a leave of absence as a result of your layoff which will allow you to retain your status as an assistant principal during the recall period and in the event you are returned to active service during that period. If you are not returned to active service by the end of said recall period, I will be required by law to dismiss you as an assistant principal at the end of that period. At the same time, the form letter will notify me of your desire to exercise your recall rights under the current Collective Bargaining Agreement between the Marshfield School Committee and the Marshfield Education Association (Assistant Principals) and preserve your right to file a grievance if you believe there has not been compliance with any of the Marshfield School Committee's contractual obligations with respect to the layoff and recall provisions set forth in that Agreement.

If you do not return the enclosed letter within seven (7) days from your receipt of the same, I will assume you do not wish to be granted a leave of absence due to your layoff and will proceed to act on your dismissal pursuant to M.G.L c.71, Sections 41 and 42 on the date and at the time set forth above.

If you have any questions concerning this letter or the contents thereof, please contact either the Superintendent's Office or a representative of the Marshfield Education Association.

Very truly yours,

Superintendent of Schools for the  
Marshfield School Committee

**Appendix B (ii)**

**LEAVE OF ABSENCE REQUEST**

Superintendent of Schools  
Marshfield, MA 02050

Dear Superintendent:

I have received your notice that you intend to act with respect to my dismissal for economic and budgetary reasons.

While I am fully aware of my statutory rights, I desire to exercise my recall rights under Article XXII, Paragraph 22.1 of the Collective Bargaining Agreement between the Marshfield School Committee and the Marshfield Education Association (Assistant Principals); and moreover, I wish to retain my status as an assistant principal in the Marshfield School System during the recall period under said Agreement and in the event of my return to active service; therefore, I admit that due to economic and budgetary constraints there is good cause for my dismissal. I hereby waive any statutory rights I may have to challenge my dismissal, including all rights of appeal as provided in M.G.L. c.71, Sections 41 and 42, all in consideration of your agreement that because of such admissions and waivers you will not act on my dismissal pursuant to the provisions of M.G.L. c.71, Sections 41 and 42, but shall instead grant me a leave of absence without pay or increment as a result of layoff pursuant to the provisions of said Article XXII, the Reduction In Force procedure in said Collective Bargaining Agreement for the period set forth under Paragraph 22.1 (i) thereof.

I understand that effective \_\_\_\_\_, \_\_\_\_\_, I will, unless recalled and returned to active service, be on a leave of absence without pay or increment as a result of layoff pursuant to the Reduction In Force procedure in Article XXII of said Agreement. If I am returned to active service during the recall period, it is understood and agreed that any and all waivers and admissions which I have made in this letter shall not be applicable to any subsequent layoff(s) and/or dismissal(s). If I am not returned to active service during the recall period, I understand that you will dismiss me as an assistant principal at the end of said period and that I have waived my rights to any statutory hearings or appeal with respect to that dismissal.

I expressly do not waive any right I may have to contest by grievance and arbitration whether the School Committee or any of its agents has observed its contractual obligations with respect to the layoff and recall provisions of the Reduction In Force procedure set forth in the Collective Bargaining Agreement in effect at the time of my layoff.

Signature\_\_\_\_\_

**APPENDIX B (iii)**

**LETTER GRANTING LEAVE OF ABSENCE**

The Superintendent of the Marshfield Public Schools is in receipt of your letter requesting that you be granted a leave of absence without pay or increment as a result of your proposed layoff pursuant to the Reduction In Force procedure set forth in the Collective Bargaining Agreement between the Marshfield School Committee and the Marshfield Education Association (Assistant Principals) effective September 1, \_\_\_\_ ("Agreement").

In view of your request to be considered for recall under Article XXII, paragraph 22.1 (i) of said Agreement, and because you admit that due to economic and budgetary constraints the Superintendent has good cause for your dismissal, and in consideration of your having waived all statutory rights you may have to challenge your dismissal as set forth in M.G.L. c.71, Sections 41 and 42, including all rights of appeal; therefore, the Superintendent expressly agrees that because of your admissions and waivers, and in order that you may retain your status as an assistant principal in the Marshfield School System during such recall period and in the event of your return to active service, the Superintendent shall not act on your dismissal pursuant to the provisions of M.G.L. c71, Sections 41 and 42, but rather has granted your request for a leave of absence without pay or increment as a result of layoff pursuant to the provisions of the Reduction In Force procedure in Article XXII of said Agreement for the period set forth under Paragraph 22.1 (i) thereof.

As a result of the School Committee's having granted your request, effective September 1, 2\_\_\_\_, you will, unless recalled and returned to active service, be on a leave of absence without pay or increment as a result of layoff pursuant to the Reduction In Force procedure.

I further agree that if you are returned to active service during the recall period, any and all waivers and admissions to which you have agreed with respect to this layoff shall continue in full force and effect but shall not be applicable to any subsequent layoff(s) and/or dismissal(s). If you are not returned to active service during the recall period, I will dismiss you as an assistant principal at the end of said period, and in accordance with your waivers and admissions, there will be no requirement of any formal statutory hearings and no appeal from said dismissal decision.

I hereby further agree that you expressly have not waived any right you may have to contest by grievance and arbitration whether the School Committee or any of its agents observed its contractual obligations with respect to the layoff and recall provisions of the Reduction in Force procedure set forth in the Collective Bargaining Agreement between the Marshfield School Committee and the Marshfield Education Association at the time of your layoff.

In the event you are not returned to active service in accordance with the recall provisions of the Reduction in Force procedure, then in such event I shall dismiss you effective \_\_\_\_\_, \_\_\_\_.

Very truly yours,

Superintendent of Schools for the  
Marshfield School Committee

APPENDIX C

**MARSHFIELD PUBLIC SCHOOLS**  
**MARSHFIELD MASSACHUSETTS**  
**Assistant Principal's Contract**

\_\_\_\_\_  
\_\_\_\_\_

You have been elected \_\_\_\_\_ in the public schools of Marshfield beginning \_\_\_\_\_, at an annual salary of \$\_\_\_\_\_ and assigned to the \_\_\_\_\_, subject to acceptance of the following conditions, viz:

The school year shall not exceed \_\_\_\_\_ weeks of school between September 1 and August 31, \_\_\_\_, but vacations may be arranged at the discretion of the Superintendent of Schools or his/her designee.

It is expected that the Assistant Principal will not leave his/her position during the school year except for extraordinary circumstances. Notice of thirty (30) calendar days shall be given by either party in case the contract is to be terminated.

Payments on salary shall be made in accordance with the current appropriate collective bargaining agreement between the Marshfield School Committee and the Marshfield Education Association.

The regulations of the School Committee and the directions of the Superintendent concerning the proper administration of the schools, their organization and supervision, are accepted as a part of this agreement.

Massachusetts law regarding professional certification must be fulfilled in order to make this contract valid.

By: \_\_\_\_\_  
Superintendent/Principal

Date \_\_\_\_\_

**ACCEPTANCE**

To the Superintendent/Principal:

I accept the position to which I have been elected at a salary of \$\_\_\_\_\_ per year beginning \_\_\_\_\_, and agree to conditions as stated in this contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

This contract is in duplicate. One signed copy is to be returned to the Superintendent on or before \_\_\_\_\_. Otherwise the contract is invalid.