

AGREEMENT

Between the

ORANGE SCHOOL COMMITTEE

And the

ORANGE ELEMENTARY TEACHERS ASSOCIATION

School Years

2019-2020

INDEX

AGREEMENT.....	1
ASSOCIATION MEETINGS.....	20
ATTENDANCE REGISTERS.....	22
CONTRACT COPIES.....	22
CURRICULUM DEVELOPMENT AND TEXTBOOK SELECTION.....	22
DEPUTY PRINCIPAL.....	22
DURATION.....	27
GRIEVANCE PROCEDURE.....	3
HEALTH INSURANCE.....	26
INCREMENTS AND COURSES.....	7
LEAVE POLICY.....	9
MANAGEMENT RIGHTS.....	2
MENTOR TEACHERS.....	25
PAYROLL DEDUCTIONS.....	7
PLEDGE AGAINST DISCRIMINATION.....	27
PREAMBLE.....	1
PROFESSIONAL STAFF PERFORMANCE EVALUATION.....	20
PROFESSIONAL STAFF RIGHTS.....	20
RECOGNITION.....	1
REDUCTION IN FORCE.....	23
RESIGNATION	20
SALARY SCHEDULE.....	5
SCHOOL CALENDAR.....	20
SCHOOL NURSE.....	23
TEACHING ASSIGNMENT.....	19
WORK YEAR, WORK LOAD AND CONDITIONS OF EMPLOYMENT.....	17
APPENDIX A – SALARY SCHEDULES.....	28
APPENDIX B – STIPEND POSITIONS.....	30
APPENDIX C– PROFESSIONAL STAFF PERFORMANCE EVALUATION.....	31
(under separate cover)	

TABLE OF CONTENTS

ARTICLE I	RECOGNITION	1
ARTICLE II	MANAGEMENT RIGHTS	2
ARTICLE III	GRIEVANCE PROCEDURE	3
ARTICLE IV	SALARY SCHEDULE	5
ARTICLE V	PAYROLL DEDUCTIONS	7
ARTICLE VI	INCREMENTS AND COURSES	7
ARTICLE VII	LEAVE POLICY	9
ARTICLE VIII	WORK YEAR, WORK LOAD & CONDITIONS OF EMPLOYMENT.....	17
ARTICLE IX	TEACHING ASSIGNMENT	19
ARTICLE X	ASSOCIATION MEETINGS	20
ARTICLE XI	SCHOOL CALENDAR	20
ARTICLE XII	PROFESSIONAL STAFF PERFORMANCE EVALUATION..	20
ARTICLE XIII	RESIGNATION.....	20
ARTICLE XIV	PROFESSIONAL STAFF RIGHTS.....	20
ARTICLE XV	CURRICULUM DEVELOPMENT AND TEXTBOOK SELECTION	22
ARTICLE XVI	CONTRACT COPIES	22
ARTICLE XVII.....	ATTENDANCE REGISTERS	22
ARTICLE XVIII	DEPUTY PRINCIPAL	22
ARTICLE XIX	SCHOOL NURSE	23
ARTICLE XX.....	REDUCTION IN FORCE	23
ARTICLE XXI.....	MENTOR TEACHERS	25
ARTICLE XXII.....	HEALTH INSURANCE.....	26
ARTICLE XXIII....	PLEDGE AGAINST DISCRIMINATION AND COERCION.....	27
ARTICLE XXIV.....	DURATION.....	27
APPENDIX A –	SALARY SCHEDULES.....	28
APPENDIX B –	STIPEND POSITIONS.....	30
APPENDIX C–	PROFESSIONAL STAFF PERFORMANCE EVALUATION.....	31
	(under separate cover)	

Agreement

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, THIS CONTRACT IS MADE between the SCHOOL COMMITTEE OF THE ORANGE ELEMENTARY SCHOOLS, ORANGE, MA (hereinafter sometimes referred to as the Committee) and the ORANGE ELEMENTARY TEACHERS ASSOCIATION (hereinafter sometimes referred to as the Association).

Preamble

Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Orange, and that good morale within the teaching staff of the ORANGE ELEMENTARY SCHOOL SYSTEM is essential to achievement of that purpose, and recognizing also our responsibilities to the citizens of ORANGE, we, the undersigned parties to this agreement declare that the following principles and procedures are hereby adopted:

- A. The Superintendent of Schools of Orange (hereinafter referred to as the Superintendent) has the responsibility for carrying out the policies so established by the School Committee.
- B. The professional staff of the Public Schools of Orange has the responsibility for providing the highest quality education for all children.
- C. It is the belief of the Committee and the Association that a strong explicit commitment to student achievement is the most promising response to the challenges now confronting public school systems.
- D. The parties desire to maintain a collaborative relationship beyond the collective bargaining relationship so as to provide the best opportunity for the Orange Elementary School System to succeed in its educational mission.

ARTICLE I **Recognition**

For the purposes of collective bargaining with respect to wages, hours, 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 all professional employees of the Committee (as such employees are defined in Section I of Chapter 150E of the General Laws of Massachusetts) including teachers, guidance counselors, school psychologists, school nurses, librarians, occupational therapist, BCBA, and speech/language teacher/pathologists; excepting, however, every such employee, who on the effective date of this Contract, is or thereafter shall be, designated by the Committee as a representative of it for the purposes of such bargaining.

Excluded from the above-mentioned bargaining unit shall be the principals, computer technician, physical therapist, director of pupil personnel and special education administrator.

ARTICLE II
Management Rights

- A. Under the law of Massachusetts, the Committee, elected by the citizens of Orange, has final responsibility for establishing the educational policies of the public schools of Orange and it is recognized that the Committee has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the elementary schools in all its aspects, unless specifically delegated within the provisions of this agreement.

The parties recognize the exclusive and unbridged right of the School District, acting through the School Committee and/or the School District's administrative representatives, to select and hire employees, to direct its employees, to promote, transfer, assign and evaluate employees, and to suspend, demote, discharge, or take other disciplinary action against employees in accordance with the Massachusetts General Laws, to promulgate and establish reasonable rules which employees are required to follow, to regulate the use of school property, to relieve non-Professional Status employees from duty at the end of a school year or as otherwise appropriate, to maintain efficiency, to determine the methods, means and personnel by which school services are to be rendered, to establish curricula and to take whatever other action may be necessary to carry out its mission of providing the highest quality educational program for the students except as expressly limited by a specific provision of this Agreement or by the law.

No action taken by the Committee or School Administrators as delegated under the Education Reform Act with respect to their rights, responsibilities and prerogatives shall be subject to the grievance procedures of this agreement.

- B. Subject to the provision of this Contract the wages, hours, and other conditions of employment applicable on the effective date of this Contract to the employees covered by this Contract shall continue to be applicable.

ARTICLE III
Grievance Procedure

A. Definition

A “grievance” is a claim based upon an event or condition which affects the welfare and/or conditions of employment of a teacher or group of teachers and/or the interpretation, meaning, or application of any of the provisions of this Agreement or any subsequent agreement entered into pursuant to this Agreement. A “grievant” is defined as an employee, employees, or the Association submitting the grievance.

B. Time Limits

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. Nothing in this grievance procedure will preclude the parties from resolving issues informally, provided said informal resolution does not violate the terms of this Agreement.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process.

A “grievance” shall be deemed to have been waived, and shall not be further processed under this grievance process if it has not been presented or pursued within those time limits herein set forth. The time limits specified may be extended by a mutual agreement in writing.

C. Grievant and Association Rights

The grievant shall have the right to be represented by the Association at all meetings involving the grievance.

No reprisals of any kind will be taken by the School Committee or by any member of the administration against the grievant, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

Decisions rendered at Levels One, Two, Three, and Four of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to the grievant and to the representative of the Association.

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

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

D. Procedure

Level One

A teacher with a grievance will present it, in writing, to his/her building principal/immediate supervisor, either directly or through the Association, or appointed representative of the Association within fifteen (15) school days of the time the teacher or the Association knew or should have known of the act or condition on which the grievance is based.

Within ten (10) school days of receipt of the grievance, the principal/immediate supervisor will meet with the grievant. Within five (5) school days of the meeting, the principal/supervisor will render a written response.

Level Two

If the grievance is not resolved to the satisfaction of the grievant and/or the Association within five (5) school days of the meeting at Level One, or if no response has been made within said time period, the grievant may present the grievance in writing to the superintendent within ten (10) school days of the Level One response, or the response due date, whichever is earlier.

Within ten (10) school days of receipt of the grievance, the superintendent will meet with the grievant. Within five (5) school days of the meeting, the superintendent will render a written response.

Level Three

If the grievance is not resolved to the satisfaction of the grievant or the Association within ten (10) school days of the meeting at Level Two, or if no response has been made within said time period, the grievance may be presented in writing to the School Committee within ten (10) school days of the Level Two response, or the response due date, whichever is earlier.

The School Committee will schedule a hearing of the grievance at its next regularly scheduled meeting or within fifteen (15) school days, whichever is sooner. The School Committee will render its response, in writing, within ten (10) school days next following the meeting at Level Three.

Level Four

If the grievance is not resolved to the satisfaction of the Association within ten (10) school days of the meeting at Level Three, or if no response has been made within said time period, the Association may submit the grievance, in writing, for arbitration through the American Arbitration Association, with a copy to the superintendent and the School Committee, within fifteen (15) school days of the Level Three response, or the response due date, whichever is earlier.

Only a grievance involving a claim that the School Committee and/or its agents has violated, misinterpreted, or misapplied any of the provisions of this agreement or any subsequent agreement entered into pursuant to this agreement shall be subject to arbitration.

The decision of the arbitrator shall be final and binding on the School Committee, the Association, and the grievant(s). The arbitrator shall be bound by all the terms of this Agreement and shall have no power to add to, subtract from, or in any way modify its provisions.

The expenses for such arbitrators' fees shall be shared equally by the School Committee and the Association.

E. Class Action Grievance

If in the judgment of the Association, and within fifteen (15) school days of the time the teacher or the Association knew or should have known of the act or condition on which the grievance is based, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

ARTICLE IV **Salary Schedule**

- A. Salary Schedule – See “Appendix A.”
- B. Personnel whose positions require travel between the school buildings shall receive reimbursement for said travel at the IRS rate subject to submission of travel logs to the central office. Said reimbursement shall be made twice per year.
- C. The salary provided teachers covered by this contract is deemed by the Committee and the Association to be fully earned by the close of the teacher's school year and proportionately during the school year. In the event of termination of service for any cause at the end of or at any time during the school

year, salary earned but withheld to date of termination shall be payable to the teacher or, in the event of death, to his/her executor or administrator.

D. A teacher may elect one of the following payment schedules unless s/he is paid by a grant, which does not allow all of these payment options.

1. Twenty-one equal, bi-weekly installments beginning with the first pay period in September.
2. Twenty-six equal, bi-weekly installments beginning with the first pay period in September.
3. Twenty-one bi-weekly installments beginning with the first pay period in September, the first twenty of which equal 1/26 portion of annual salary and the twenty-first which equals the balance due on the remainder of annual salary.
4. The choice between which of the three (3) foregoing methods of payment a teacher wishes, must be made not later than August 1 preceding the payment year, or immediately upon initial employment (if employed after August 1) by submitting such decision to the Superintendent's office on the approved form. If a teacher (other than a newly employed teacher) does not submit such form by August 1, then the District shall continue the same method of payment as utilized for that teacher the preceding year. If a newly employed teacher does not submit such form immediately upon initial employment, then the teacher will receive payment of his or her salary in twenty-one (21) equal installments.

Changes in method of payment may not be made during a school year.

E. Beginning with the first teacher employment day of the 2004-2005 school year, the opportunity for advancement on the salary scale shall be provided for those individuals who have attained thirty-three (33) credits beyond their Bachelor's Degree (B) and Master's Degree (M). The salary schedule shall include B+33 in the M column and M+33 in the 2M/Cags column.

As all credits acquired prior to the first teacher employment day of the 2004-2005 school year are from courses that have been pre-approved, any teacher possessing enough credits to be eligible for B+33 or M+33 may submit the credits for appropriate movement on the salary schedule in accordance with the provisions of this Article and Article VI. All future credits to be applied must be from courses that are pre-approved by the Administration.

To advance on the salary schedule for the first teacher employment day of that year, all necessary transcripts must be submitted to the Superintendent's office no later than October 15th. Advancement shall be retroactive to the first teacher

employment day of that year. To advance on the salary for the second semester, all necessary transcripts must be submitted to the Superintendent's office no later than February 15th of the second semester. Advancement shall be retroactive to the first day of the second semester.

ARTICLE V
Payroll Deductions

The Committee shall certify to the Treasurer of the Town of Orange, payroll deductions as follows:

- A. For the payment of dues to the Association duly authorized by employees covered by this Contract. Deductions are to be made in sixteen (16) equal payments beginning no later than October 1st. (See also Agency Fee Provision).
- B. For savings in the amount of five dollars minimum, per pay period, duly authorized by members of the Massachusetts Teachers Association Credit Union, to be deposited with said Credit Union in the member's name, or to a deferred compensation or TSA account.
- C. For teacher contributions to health insurance, group term life insurance and other forms of insurance (where appropriate) to be paid with pre-tax earnings.

ARTICLE VI
Increments and Courses

- A. For degrees earned prior to the start of a work year, credit will be given retroactive to the start of the work year provided a true copy of the degree and the school transcripts is received by the Superintendent of Schools on or before October 15th of that year. In addition, teacher(s) must notify the Superintendent's Office in writing by January 30th of the prior school year that the teacher(s) expects to column movement in the following year due to degree completion. If the proper documentation, including notice by January 30th of the prior school year, is not on file within the established deadline, the employee must wait until the following school year to obtain any increase.

For degrees earned after the start of a work year, but prior to the start of the second semester of the work year, credit will be given retroactive to the start of the second semester provided a true copy of the degree and the school transcripts is received by the Superintendent of Schools on or before February 15th. If the proper documentation, including notice by January 30th of the prior school year, is not on file within the established deadline, the employee must wait until the following school year to obtain any increase.

Teachers will receive compensation for a maximum of 21 credits earned before 9/1/92. There is no cap on the number of credits earned after 9/1/92 for which a teacher can receive compensation.

- B. The Committee reserves the right to require study during the school year in specific courses related to the changes in curriculum or new methods of teaching for which the teacher is responsible. It is understood that teachers who are taking courses under this section will be reimbursed for tuition, books, and travel expenses by the School Committee.

Teachers taking required specific courses for which reimbursement is paid shall not receive compensation within the scope of "A" above.

- C. Service increments will become effective upon the first day of each employment year. They are not automatic and can be withheld by a vote of the Committee on an individual basis. The Committee reserves the right to withhold increments from a teacher doing work that is unsatisfactory, as the increments are dependent upon continued satisfactory service. Any member of the bargaining unit who is present for at least half of his/her contracted days will be eligible for a service increment in the following year.
- D. Costs (mileage, fees, materials) associated with teacher initiated requests approved by the Superintendent for workshops or other study, within or outside the system, shall be borne by the Committee. If a workshop provided by the school system does not meet individual teacher's needs as determined by that teacher and principal, that teacher may request an alternate assignment.
- E. It is the policy of the Orange Elementary School Committee to encourage teachers to continue professional study. To assist in this process, the School Committee shall reimburse teachers for coursework under the following conditions:
1. The teacher must be accepted into a graduate program (i.e., Masters, CAGS, Doctoral program).
 2. Courses must have prior approval in writing by the Administration.
 3. Only graduate level coursework shall be considered for reimbursement. The standard of work must be that which is acceptable for graduate credit. A pass grade is acceptable if a stated letter grade is not offered for the course.
 4. The courses, including on-line and correspondence courses, must be offered by an accredited college or university. If questioned, it is the responsibility of the applicant to obtain evidence of accreditation.
 5. The Committee shall make available a total of five thousand dollars (\$5,000) annually for tuition reimbursement. Reimbursement shall be made on a first-come first-served basis up to a maximum of one thousand dollars (\$1,000) per employee.

6. Reimbursement shall not exceed the total amount of course payment, as documented, including tuition, fees, textbooks, and/or related materials.
7. Course reimbursement shall occur within sixty (60) days of the date that the grade report and course payment documentation are provided to the Superintendent of Schools. Reimbursement for courses shall be made by separate check.
8. Any teacher who seeks reimbursement for courses must be under contract with the Orange Elementary School District at the time reimbursement is requested. Any member who is reimbursed for more than six (6) courses must remain in employment with the Committee for at least two (2) additional school years after completion of the last course. If the teacher fails to remain in employment for the additional two (2) years, the teacher will be required to refund all monies provided to said teacher for course reimbursement upon departure from the District.
9. Courses taken during a sabbatical year shall not be reimbursed.
10. This benefit may be granted to an individual(s) not at the highest level of the salary scale in the event of a special situation that may be advantageous to the District and only by mutual agreement between the School Committee and the Association.

ARTICLE VII
Leave Policy

A. Sick Leave

1. A full-time teacher shall be entitled to fifteen (15) days sick leave per year as of the first school day of said school year. Sick days will be pro-rated for part-time faculty. Accumulation of unused sick leave is unlimited. Sick leave is non-compensable and is transferable only in accordance with sick-leave bank provisions.
2. Sick leave shall be used for the following reasons:
 - a) When an employee is too ill to perform his/her duties due to a bona fide physical or mental injury or illness.
 - b) Serious illness in the immediately family that requires the attendance of the teacher when no other arrangements are possible. Immediate family consists of father, mother, wife, husband, daughter, son, sister, brother, and in some cases other persons who have fulfilled one of the above role relationships.

- c) Attendance at the funeral of other than members of the immediate family. (See E2 for clarification.)
 - d) The Committee reserves the right to insist that teachers must take time off with sick leave pay under certain conditions.
 - e) To attend medical appointments that cannot be reasonably scheduled outside the work day.
3. The Superintendent reserves the right to require satisfactory proof of the medical necessity. A physician's statement will be required after four (4) consecutive days of absence and/or in accordance with the Family and Medical Leave Act. In cases where it has been demonstrated that sick leave has been abused, the employee shall be subject to disciplinary action up to and including discharge for just cause. A sick leave form is to be submitted within five (5) days of the teacher's return to duty.
 4. Sick days may be taken in half-day or full-day increments. However, in regard to medical appointments only, sick days may be taken in one (1) hour increments so long as the time taken is contiguous with the beginning or end of the work day.
 5. Professional staff using a sick/personal day on an early release day or conference day shall be charged a full day, as it is a full day for professionals.
 6. Annual Accounting of Sick Leave – District shall annually, along with the last paycheck during the month of September, distribute to each employee a statement of the employee's accrued sick days, and a master list of all employees' accrued sick days shall be provided to the Association. The employee shall have twenty (20) calendar days from the date said statements are sent out, to notify the Superintendent in writing of any discrepancy. Said statement shall plainly state on its face: "You have twenty (20) calendar days to notify the Superintendent in writing of any discrepancy that appears on this statement. In the event that such notice is not received by the Superintendent within twenty (20) calendar days the statement of accrued sick days shall be considered final."

B. Sick Leave Bank

1. Purpose – The purpose in creating a Sick-Leave Bank is to provide additional paid sick leave for those who contribute to the Bank, whose individual sick days are exhausted, and who continue to face long term or catastrophic illness.

2. Administration of the Bank – There shall be established a Sick Leave Bank Committee to administer the plan outlined below. The Committee shall have six (6) members, three (3) appointed by the Chairperson of the School Committee and three (3) appointed by the President of the Orange Elementary Teachers Association from among the members of the teacher’s bargaining unit, whether members of the Association or from among those who pay the agency fee, and who are also members of the sick leave bank. In order to approve a request presented to it, four (4) of the six (6) members must vote in favor. Procedural matters may be resolved by a majority of the members present and voting.

3. Membership and the Assignment of Sick Days
 - a. All employees covered by this contract may volunteer to become members of the Sick-Leave Bank. During the month of September, 1999, all who wish to participate will reassign one (1) of the sick days reserved for them to the Bank. Employees hired after September 30 of any year may participate by reassigning one (1) sick day to the Bank during the following September. Any employee who chooses not to participate in September of 1999 may enter the plan during any subsequent September by reassigning whatever days should have been placed in the Bank if he/she had become a participant in September of 1999.

All who are covered by this contract and who desire to become members of the Sick Leave Bank, must sign a waiver allowing the school administration to share with the Sick Leave Bank Committee the record of their use of Sick Leave days and, should they request days from the Bank, must be willing to provide verification of the condition or cause which prompts their request.
 - b. Any member of the Bank may withdraw at any time but, a person who withdraws, leaves behind whatever investment he/she may have in the Bank and has no further claim upon the Bank.
 - c. If, on the first day of school, 2000, and in any subsequent year, the number of days in the Bank is less than the number of current Bank members on that date, then each current member must reassign a sick day to the Bank. This means that reassignment of sick days to the Bank may occur only once a year and during the time between the first day of school and September 30.
 - d. Normally a new member must be able to transfer one (1) sick day to the Bank; but, if he/she has used all of his/her sick days, he/she will not be denied membership because of this inability to contribute the required day.

4. Granting of Benefits – A member of the Sick Leave Bank who exhausts his/her individual sick leave benefit and who is faced with personal long term or catastrophic illness may apply to the Sick Leave Bank Committee for additional days of paid sick leave. Family illness is not covered by the Bank. The Committee shall review the request in the light of the following criteria:
 - a. The demonstrated need of the applicant;
 - b. A review of the past use of sick days;
 - c. The relative needs of any other applicants; and
 - d. The supply of days in the Bank.

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

Each member of the Sick Leave Bank may receive up to twenty-five (25) days of sick leave from the Bank per school year on approval of the Sick Leave Bank Committee, subject to the limitations noted below. The Bank committee may, with the concurrence of at least four (4) members, recommend to the total membership of the Bank that additional days be granted to an individual. A majority of the Bank members voting shall determine whether the additional days are granted. Neither the Committee nor the full membership may grant more days than are in the Bank at any given time.

Individuals are granted sick days from the Bank will be paid only for those days that they would normally have worked, and at the rate, which they normally receive.

5. Miscellaneous
 - a. Any employee wishing to join the sick leave bank shall submit a completed membership application to the Superintendent by September 30th of that school year. Membership applications shall be distributed in the opening day packet to all employees. Employees hired after the first day of the teachers' work year shall have thirty (30) workdays from his/her first workday to submit a completed membership application to the Superintendent. The Sick Leave Bank Committee will then meet by October 15 of said year to tally changes in membership. By November 1 of each school year, the Sick Leave Committee shall furnish the Superintendent

and the Orange Elementary Teachers Association with a list of all members of the Bank, the number of sick days which each member has reassigned to the Bank for that school year, and the total number of days, including the current year, then in the Bank. Upon the request of the Bank Committee, the Superintendent, having received the required release form, shall furnish the Sick Leave Bank Committee with written information concerning the availability of sick days for any member of the Bank as may be requested by the Committee.

- b. Payments authorized by the Bank Committee will be made in accordance with established School Committee practice.

Annual Accounting of Sick Leave Bank – On or before September 30th of each year, the District shall provide a statement of the number of sick days in the sick leave bank and names of all participants in the bank to the Association. The Association shall have twenty (20) calendar days from the date said statement is sent out to notify the Superintendent in writing of any discrepancy. In the event that such notice is not received by the Superintendent within (20) calendar days, the statement of accrued sick days shall be considered final.

C. Maternity and Childrearing Leave

1. Teachers may use sick leave for an eight (8) week period (not to exceed forty (40) school days) for the birth or adoption of a child. Sick leave days may be used before or after the eight-week period in the event of a disability from the pregnancy, birth or recovery therefrom.
2. Unpaid Childrearing Leave shall be granted for a period not to exceed the remainder of one school year and the entire school year immediately following the one in which the leave was initially granted.
3. Teachers on leave described above may have the option of returning to work on the following school year provided they so notify such intent to the School Committee by the preceding March 15.
4. Teachers on an unpaid Childrearing Leave of Absence shall accrue no benefits for such period but may remain a member of the medical insurance group provided s/he pays the total premium costs.

D. FMLA, SNLA, MPLA, DVLA

The Orange School Committee will comply with the provisions of the Family and Medical Leave Act of 1993 (FMLA), Small Necessities Leave Act (SNLA), the Massachusetts Parental Leave Act (MPLA), and the Domestic Violence Leave Act

(DVLA). The School Committee's FMLA, SNLA, MPLA, and DVLA policies are available in the Principal's office in each school building, and from the Association President. These policies outline the general requirements of the FMLA, SNLA, MPLA, and DVLA, but are not meant to be all inclusive. The Committee's FMLA, SNLA, MPLA, and DLVA policies are available on the Committee's website and will be posted in each building. Accumulated sick and/or personal leave time may be used if allowed by the terms of this Agreement.

E. Temporary Leaves

1. For death in the immediate family, up to four (4) work days immediately following the death will be granted. These days are not to be deducted from sick leave. Additional days may be taken from accumulated sick leave with the approval of the Superintendent. For the purposes of the bereavement leave, immediate family will include not only those family members as defined in A.2. (b) above but also will include grandparents, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law and son-in-law of teacher.
2. It is agreed that, should it become incumbent upon a teacher to attend the funeral of a person other than a member of the family as defined in 1 above, and if the teacher has no personal days available, then this day may be taken from sick leave. It is understood that the full 24-hour notice may not be possible in such situations.
3. Employees who work a minimum of four (4) days each week shall be granted two (2) one-day leaves, pro-rated, with pay for business, religious, legal, or family matters which require absence during working hours. Effective at the commencement of the 2018-2019 contract year, employees who work a minimum of four (4) days each week shall be granted three (3) one-day leaves, pro-rated, with pay for business, religious, legal, or family matters which require absence during working hours. Employees who work fewer than four (4) days each week will receive only one (1) personal leave day.

One-half personal leave day means one-half of the hours scheduled to work that day and a whole personal leave day means the full number of hours scheduled to work that day. At the end of each year, unused personal leave days will be converted to sick leave days and added to each employee's accumulated sick leave days. If an employee works less than a full work year, personal leave days will be pro-rated.

Notice of intent to take personal leave shall be submitted to the Superintendent at least two (2) working days prior to the leave day, and on a form provided by the Superintendent's office. The Superintendent may grant emergency personal leave as circumstances warrant.

A third day of personal leave with pay shall be granted to those who have used two such days for religious observances and whose religious commitments require a third such day. It will be assumed that a teacher requesting a third day has met the requirements of this paragraph.

4. It is agreed that, by definition, the regular classroom teacher is more effective than a substitute teacher. For this reason, it is agreed that the temporary leaves described above will not be taken for personal convenience or preference, but only those urgent circumstances in which no other alternative is possible. For example, the failure of transportation is excluded from this policy concerning temporary leaves. The day before and the day following vacations or holiday also are excluded, except for a stated reason and with the approval of the superintendent.
5. Up to three (3) work days, with pay in total will be granted to Association representatives to attend Massachusetts Teachers Association and/or National Education Association conferences and conventions.
6. A teacher, absent for reasons other than specified, will forfeit a day's pay (1/183 of annual salary) or will have a day deducted from regular sick leave and have deducted from his/her salary the accepted substitute's rate of pay. The reason shall be stated on the form provided and choice of pay forfeiture shall be at the discretion of the Superintendent. (Subject to grievance if the teacher feels unfairly treated.)
7. A full or half-year leave of absence without pay for personal reasons may be granted upon the recommendation of the Superintendent and a vote of the School Committee. A leave of absence without pay for a lesser period of time may be granted by the Superintendent.

Teachers on such a leave of absence shall accrue no benefits for this period but may remain a member of the medical insurance group, provided she/he pays the total premium costs.

8. The Superintendent may, at his/her discretion, grant whole or partial days off with or without pay as circumstances warrant and which, in his/her opinion, would be beneficial to the School District.

F. Career Leave

1. The School Committee may, upon the recommendation of the Superintendent, grant to any teacher who has served in the Orange Elementary Schools for six (6) consecutive years, a one-year, unpaid career leave of absence. A Career Leave is one which allows the individual to enrich his/her capacity to more effectively assist students in their growth and learning.

2. An employee who returns from such leave will lose no benefits, including unused accumulated sick leave, and will be assigned to the same position, or a substantially equivalent position, as that held before the leave.
3. When such leave is for an approved purpose in the field of education, the teacher, upon satisfactory completion of such educational purpose, will receive his/her salary increment as if he/she had remained in the system. A description of the proposed educational activity must be approved by the School Committee at the time the leave is requested, and proof of its successful completion shall be required before credit for the leave is reflected by movement on the salary scale.
4. Teachers applying for career leave must do so before May 1 and must notify the School Committee of their intent to return before March 15.

G. Sabbatical Leave

1. Any teacher who has served in the Orange Elementary Schools for at least six consecutive years may apply for a sabbatical leave for purposes of graduate study or research.
2. Sabbatical leave shall not exceed a school year, is limited to one person per school year and is granted with the sole discretion of the Committee and lastly is available only once to a person in a ten-year period.
3. A teacher on sabbatical leave shall be considered employed in the school system and all benefits to which the teacher is entitled, except sick leave accumulation for that period, shall be available to the teacher. Compensation shall be fifty percent for a full year or full pay for a half year.
4. At the end of a sabbatical leave, the teacher will be assigned to the same, or a substantially equivalent, position. A description of the proposed educational activity must be approved by the School Committee at the time the leave is requested, and proof of its successful completion shall be required before credit for the leave is reflected by movement on the salary scale.
5. Upon completion of a sabbatical leave, the teacher involved will return to service in the Orange Elementary Schools for a period of time equal to twice the length of such leave and that, in default of completing such service, he/she will refund to the Committee an amount equal to such proportion of salary received by him/her while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered provided; however, that in the event of

illness, disability, discharge or death, the teacher or the estate of said teacher will not be considered liable in any way.

ARTICLE VIII
Work Year, Work Load & Conditions of Employment

- A. The employment year shall consist of one hundred eighty-three (183) teacher workdays, two of which shall be prior to the first student day. Through a designated committee consisting of the Professional Development Committee and administrators, the first two (2) work days shall be planned to include, to the extent that time allows, introductory meetings, professional development activities, school preparatory activities to address educational needs of the children with teachers and specialists, and classroom preparation. Recognizing the benefit of individual teachers preparing their classrooms, the final decision as to the allocation of time during the first two (2) work days shall rest with the Superintendent, however, at least a total of one-half (1/2) of the first two (2) days shall be for the purpose of classroom preparation.
- B. Each teacher shall be in his/her school building and available for duty prior to the instructional day for a period of fifteen (15) minutes for duties, consultations with administration, special education issues, etc. Each teacher shall be in his/her school building and available for duty after the closing of school for a period of fifteen (15) minutes to take care of those details which usually are connected with the closing of the daily session. The parties to this Contract agree that fifteen (15) minutes may be insufficient to meet with the Principal if requested to do so, to meet with pupils who may wish assistance or advice. On such occasions the fifteen (15) minute limit does not apply.

The parent/teacher conferences shall occur in the Fall as follows: Wednesday the conferences shall occur from 4:00 p.m. to 7:00 p.m., Thursday (half day) the conferences shall occur from 12:00 p.m. to 3:00 p.m. for day conferences and 4:00 p.m. to 7:00 p.m. for night conferences, and Friday (half day) the conferences shall occur from 12:00 p.m. to 3:00 p.m. The schools shall alternate Wednesday and Thursday night conferences.

During any parent/teacher conference dates, teachers may leave school immediately after their last scheduled conference each day.

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

The teacher work day at all schools shall be 8:05 a.m. – 3:15 p.m., which as of the commencement of the 2013-2014 school year will include five (5) additional minutes of instructional time per day.

Teacher instructional time is as follows:

Fisher Hill School	8:25 AM	2:55 PM
Dexter Park School	8:30 AM	3:00 PM

The work day may be adjusted up to five (5) minutes on an annual basis due to operational needs. At the Dexter Park School meetings may occur prior to the commencement of the student day. At the Fisher Hill School, meetings may occur after the student day until 3:15 p.m. These meetings are in addition to staff meetings and/or other meetings referenced in the contract.

- C. On the day before a holiday or vacation, teachers may leave immediately after a student dismissal.
- D. Teachers shall receive thirty (30) minutes of individual preparation time on Mondays, and forty (40) minutes of preparation time each day on Tuesday through Friday. Said individual preparation time shall be devoted to individual preparation of lessons, analysis of students' work, and/or research. The Committee will also provide thirty (30) minutes of Professional Learning Committee time each day on Tuesday through Friday, which shall be contiguous with lunch.

A Leadership Team in each school shall be responsible for the development of all Professional Learning Committee meetings, or their equivalent, agendas, and activities. All decisions of the Leadership Team shall be made on a consensus basis. The Leadership Team shall be established at each school as follows: the building principal; one (1) representative from each grade level selected by the respective grade level team in a secret-ballot election; one (1) specialist selected by the specialists at the school in a secret-ballot election (specialists include all OETA bargaining unit members who do not belong to a grade level team, such as physical education teachers, guidance counselors, etc.); and an additional representative from the OETA bargaining unit designated by the principal. The Teacher Leadership Team shall meet at least monthly with the principal and the term of office shall be for one (1) year.

- E. The Association agrees that they will not cause, condone, or sanction, or take part in any strike, walkout, slowdown, or work stoppage during school times.
- F. Lunch periods may change according to the needs of the individual school, provided teachers are allowed a thirty (30) minute contiguous, duty-free lunch period. Each employee in the bargaining unit shall receive a thirty (30) minute contiguous, duty-free lunch period. In the event that an employee is required to respond to a health or safety matter during his/her designated lunch period, the principal will schedule additional time off to compensate the employee. Outside the thirty (30) minute contiguous, duty-free lunch time, the employees may be

required to perform duties during their non-teaching time, excluding the designated lunch period and approved planning and preparation periods.

- G. Notice of Staff meetings will be given to teachers as soon as possible and under normal circumstances at least one (1) week in advance.

There shall be no more than ten (10) staff meetings per school year. Said meetings will be held from 3:15 p.m. until 4:15 p.m. There will be no more than one (1) staff meeting per month, and said meeting will occur no more frequently than every other week.

- H. The Superintendent and/or Principals will make every reasonable effort to include teachers in the interview process in the hiring and placement of teacher aides.

ARTICLE IX **Teaching Assignment**

- A. To the extent possible, changes in school, grade, and/or subject assignments of teachers will be made only after a meeting with the teacher involved and the Superintendent (or his/her designee), at which time the teacher will be notified of the reason for this change.
- B. Notice of changes in assignments will be given to teachers as soon as practical and under normal circumstances not later than five (5) work days prior to the last day of school.
- C. Twice per year, in October and February, the Director of Special Education shall, in collaboration with the educators, review the caseload of all special education personnel.
- D. Vacancies and Promotions. Whenever any vacancy occurs in a professional position, it will be adequately publicized by the Superintendent as far in advance of the appointment as possible. These vacancies are to be published in each elementary school building five (5) school days before there is outside publicity, except when the vacancy occurs in July or August. In the event that there is solely a change in the number of hours in a position, and the current teacher is to be retained, there would be no need to post the position as a vacancy. In the event the current teacher does not accept the additional hours, the District will post the additional hours.

Teachers who wish to receive postings of vacancies, which occur during vacation, should leave self-addressed, stamped envelopes with the Superintendent's Secretary. All qualified teachers will be given adequate opportunities to make application for such positions, and the Superintendent/Principal will give due weight to the professional background and the attainments of all applicants, the

length of time each has been in the school system and other relevant factors. Each teacher applicant not selected will, upon request, receive a written notification from the Principal. Final selection will be at the discretion of the Principal, with the approval of the Superintendent.

ARTICLE X
Association Meeting

The Association will have the right to use school buildings without cost at reasonable times for staff and Association meetings. The Principal of the building will be notified in advance of the time and place of all such meetings.

ARTICLE XI
School Calendar

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

ARTICLE XII
Professional Staff Performance Evaluation

The parties have agreed to the attached performance evaluation.

ARTICLE XIII
Resignation

Resignation of a teacher requires a written notice of thirty (30) calendar days, except when such resignation would be effective in September, when a sixty (60) calendar day notice is required, unless waived by the Principal and/or Superintendent.

ARTICLE XIV
Professional Staff Rights

- A. The parties to this collective bargaining agreement recognize the “exclusive remedy” provisions of M.G.L. c. 150E, § 8 and the amendment to M.G.L. c. 71 providing some educational employees the right to access a statutory arbitration procedure. The parties further agree that an employee who is subjected to disciplinary action, where such disciplinary action can be reviewed by an arbitrator appointed by the Massachusetts Department of Education pursuant to M.G.L. c. 71 or through this Article, may pursue an appeal of his/her grievance through either the grievance procedure or such state appointed arbitrator. The parties further agree that whichever arbitration forum in which review of a disciplinary action is first requested shall be the exclusive method for the resolution of such dispute, foreclosing access to the other arbitration forum. If the

grievance is pursued through the grievance procedure, the grievance will not proceed to Level Three of the grievance procedure, but instead will go directly from Level Two to Level Four.

- B. No Teacher will be disciplined, reprimanded, reduced in rank, or denied professional advantage without just cause. No Teacher with professional status will be dismissed without just cause. The provisions of M.G.L. c. 71, § 42 will be followed regarding dismissal of teachers without professional status.
- C. The Committee agrees that it will follow the principle of progressive discipline. The parties agree that expectation letters will not be considered discipline, and will not be part of the progressive discipline process. Expectation letters will be utilized to inform employees regarding expectations, and will not be placed in employee personnel files.
- D. Any material derogatory to a professional staff's conduct, service or personality will be placed in the personnel file only after the staff member has been given an opportunity to review the material and to respond to it in writing. Should the professional staff member desire to prepare a written response, it also will be attached to the material in question.
- E. Supervisory personnel must be aware of the desirability, in fairness to the professional staff, of giving the professional staff prompt notice of any complaints received relative to such professional staff member from other professional staff, from parents, from students and/or from others, which may have a bearing on the professional evaluation of the professional staff member so as to give the professional staff member adequate and early opportunity to rectify the situation.

Any complaint brought by a parent, student, or other person against a teacher or other person for whom a teacher is administratively responsible must be reported to the teacher if it may become cause for criticism in a subsequent evaluation report or may be filed in the teacher's personnel file. The identity of the person initiating the complaint and that of any other person(s) who may have knowledge concerning the behavior which led to the filing of the complaint must be revealed to the teacher involved.

If a matter may result in termination or unpaid suspension; the teacher will be provided at least twenty-four (24) hours advance notice of an investigation meeting and/or an intent to suspend meeting, all allegations being lodged against the teacher, and the right to a representative and/or counsel.

No teacher shall receive adverse oral comments from any supervisory personnel in the presence of pupils, unless there is a safety or other urgent reason for doing so.

- F. Upon written request professional staff will have the right to review, at reasonable times, the contents of their personnel file and said professional staff member will have the right to copy any document. Any documents received prior to employment, and which pre-date the Freedom of Information Act, are specifically excluded from this right of review. During such review, the professional staff member has the right to have present another person of the professional staff member's choosing.
- G. Any disciplinary action taken against a professional staff member will be in conformance with appropriate State Statutes.

ARTICLE XV
Curriculum Development and Textbook Selection

Teachers shall be involved in any curriculum development or textbook changes. Teachers will work on committees in their grade on subject areas. All projects of this nature will be planned so no one teacher receives an unfair burden.

ARTICLE XVI
Contract Copies

The Committee will provide each teacher with a copy of this agreement.

ARTICLE XVII
Attendance Registers

Pupil Attendance registers are to be kept by the central office. However, the teachers are required to take attendance and complete attendance forms in a timely manner.

ARTICLE XVIII
Deputy Principal

- A. One teacher in each building shall be appointed Deputy Principal. This teacher will be in charge of the school in the absence of the Principal. The Principal and Deputy together will decide if it is necessary for the teacher to be replaced by a substitute when the Principal is to be absent for a full day. In the event the Principal is out of the district for the full day, the Committee will assign another administrator to be in charge of the building for the day. The Deputy Principal will be a resource on said days, but will not be in charge of the school. The procedures will be contained in the Staff Handbook.
- B. The position of Deputy Principal will be posted annually; any teacher who is full time in one building may apply. The Deputy Principal will be selected from the voluntary applicants by the Building Principal subject to the approval of the Superintendent.

- C. The Deputy Principal will receive an annual stipend of one thousand dollars (\$1,000) to be paid in two (2) installments of five hundred dollars (\$500) at the end of each semester. If the Deputy Principal is required to be in charge of the school on more than twelve (12) days in a given school year, the Deputy Principal shall receive \$85 per day for each additional day.

ARTICLE XIX
School Nurse

The School Nurse position is included in the definition of the bargaining unit, but with several unique conditions. They are:

- A. The work year will be one hundred eighty-three (183) days.
- B. Nurses will report to work thirty (30) minutes prior to the beginning of the school day for students.
- C. Nurses may leave upon student dismissal on parent conference days and/or other scheduled half days, for a total of six (6) half days.
- D. New nursing hires will be placed on the appropriate step commensurate with their years of experience.

ARTICLE XX
Reduction in Force

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

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

qualified teacher with such status holding the same or similar position for which the covered employee is currently licensed.

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

- B. “Qualified” means the teacher has on file with the Office of the Superintendent evidence that he or she possesses the necessary qualifications or can obtain said qualifications by the effective date of his or her lay-off. “Seniority” means continuous length of service in years, months, and days, in the bargaining unit. Teachers shall be credited, for seniority purposes, with all time spent on any paid leave of absence provided for in this Agreement. No time shall be credited for seniority for any unpaid leave of absence but such unpaid leaves do not constitute a break in service or continuity. In cases involving teachers who have identical seniority, preference for retention or recall shall be given to the teacher who has achieved the highest level of training.
- C. Teachers who are to be affected by a reduction in staff shall normally be notified, in writing, no later than June 15 of the school year preceding the year in which the reduction will take effect. Said notice shall include the specific reason for the lay-off notification. In the event lay-off notification is not possible by June 15, due to circumstances beyond the control of the committee, notice shall be made as soon as possible thereafter. If notice is to be made during a period of no school, notice shall be made, in writing, to the last address on file with the Office of the Superintendent of Schools.
- D. Teachers who have been laid-off shall be entitled to recall rights for a period of time equal to the length of continuous service on the effective date of their respective layoffs, but under no circumstances more than two years. During the recall period, teachers shall be notified by certified/registered mail to their last address of record, and given preference for positions as they develop in the inverse order of their respective lay-off, and all benefits to which a teacher was entitled at the time of lay-off shall be restored in full upon re-employment within the recall period. During the recall period, teachers who have been laid off shall be given every consideration for substitute work, if they so desire.
- E. During the recall period, teachers shall have the option of continuing to participate in the group insurance program provided said teacher assumes the full amount of the premiums as they become due.
- F. A recalled teacher who gains additional teaching experience, or undertakes approved training during the recall period, will be given credit for such experience or training in determining placement on schedule.

- G. The Superintendent's Office will notify a teacher being recalled by certified/registered mail, and said teacher must notify the Superintendent's Office within two (2) weeks of the mailing date of the notice of his or her acceptance of the position. Failure on the part of the teacher to notify the Office within twenty (20) calendar days of the date the Committee placed on the certified/registered mail receipt, will constitute an automatic rejection of the position by the teacher and terminate his or her recall rights.
- H. The Office of the Superintendent will provide a seniority list to the Association President on November 1, or the first school day thereafter, of each year. Challenges to the list must be presented, in writing, to the Superintendent within thirty (30) calendar days of receipt of the seniority list by the Association, or the list will be deemed to be correct until replaced by the following year's list.

ARTICLE XXI
Mentor Teachers

- A. An induction and mentoring program shall be maintained for all teachers new to the District, in accordance with MGL Chapter 71 and 603 CMR 71. The purpose of the program is to provide guidance, resources, training and support by pairing mentor teachers (mentors) and new teachers (protégés).

New teachers who have taught for less than three (3) full years shall be required to participate in their first year in the District. If needed, second and third year teachers shall be recommended for continued mentoring during their annual evaluations. A teacher new to the District but with three (3) full years or more of teaching experience elsewhere may elect not to participate in the mentoring program, unless evaluation warrants a need for mentoring.

Mentors must be teachers currently employed by the District and have Professional Teachers' Status and at least five (5) years teaching experience. Mentors must participate in a mentor training program prior to beginning his/her work with a protégé. Mentors shall be compensated at the Bachelor's Step 1 per-diem rate for participation in any training designed and/or approved by the District that takes place outside of the school day, up to thirty (30) hours. Mentors working with a protégé shall receive an annual stipend.

Mentors shall be assigned no more than (1) protégé during a school year. Mentors and protégés shall meet on a regular basis, but at least once a month. Meetings shall take place before or after the school day, or during preparation periods. Time and class coverage shall be provided at least once per quarter for the mentor and protégé to observe each other's classrooms and for the protégé to visit the classrooms of other voluntary participants. Classroom visits shall occur in addition to the regular meetings.

Confidentiality is crucial when building a relationship based on mutual respect and trust. All communications and knowledge gained (except illegal acts) must be considered confidential between the mentor and protégé.

Mentors are coaches, not evaluators. Mentors shall not discuss the protégé's teaching performance with anyone other than the protégé, including school and District administrators. The mentor's assessment of a protégé shall not be used in the protégé's formal administrative evaluation. The mentor shall provide the Principal with a record of meetings held between the mentor and protégé during the mentoring year. The mentor shall use the Orange Elementary School District Mentor's Handbook as the official record for mentoring activities.

The mentor-protégé relationship may be terminated by mutual agreement at any time. In the event one party wishes to terminate the agreement, approval shall be required by the Principal. In the event that the relationship is terminated, and the mentor is not reassigned, the mentor's stipend shall be pro-rated as applicable.

Mentors shall serve for a period of one (1) school year and may reapply annually for the position. The posting for the position of mentor shall occur no later than June 1st of each school year for the following school year.

- B. Stipend of one thousand dollars (\$1000) per year plus PDP's in accordance with Massachusetts regulations. Mentors are expected to provide a minimum of fifty (50) documented hours of work in the mentor position.

ARTICLE XXII **Health Insurance**

Effective the first teacher employment day of the 2007-2008 school year, the School District agrees to continue to pay its share of the health insurance premiums until the first day of the third month following the effective date of an employee's retirement with the Massachusetts Teachers Retirement System (MTRS). The employee must pay his/her share of the health insurance premiums on a biweekly basis directly to the School District in order to continue such insurance during said time period.

Effective July 1, 2014, the School District shall contribute seventy-two and one-half percent (72.5%) toward the health insurance premiums, and the employees shall contribute the remaining twenty-seven and one-half percent (27.5%). Effective July 1, 2015, the School District shall contribute seventy percent (70%) toward the health insurance premiums, and the employees shall contribute the remaining thirty percent (30%).

ARTICLE XXIII
Pledge Against Discrimination and Coercion

Pledge Against Discrimination and Coercion” to read as follows: “The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, pregnancy, pregnancy-related condition, race, color, creed, sexual orientation, gender identity, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

ARTICLE XXIV
Duration

Subject only to the right to reopen in accordance with the section below, this Contract shall continue in effect from the first teacher employment day of the 2019-2020 school year to and including the day immediately preceding the first teacher employment day of the 2020-2021 school year. And shall thereafter automatically renew itself for successive terms of two (2) years, unless by September 15 next prior to expiration of the Contract years involved, either the Committee or the Association shall have given the other written notice of its desire to modify or terminate this Contract. If a successor agreement is not reached before the expiration date of the existing contract, the existing contract shall remain in full force and effect until the successor agreement is reached.

IN WITNESS WHEREOF the parties to this Contract have caused these presents to be executed by their agents hereunto duly authorized, and their seals to be affixed hereto, as of the date first above written.

SCHOOL COMMITTEE OF ORANGE

ORANGE ELEMENTARY TEACHERS
ASSOCIATION

By Chairman _____

By President _____

Date _____

Date _____

Appendix A – Salary Schedule

1. To attract capable teachers to service in the system.
2. To maintain stability in the teaching staff by encouraging capable teachers to remain in the system.
3. To promote continued professional growth of the teachers through approved units of study.
4. To enable teachers to maintain adequate living and cultural standards.
5. To aid the Committee in planning its annual budget.

Experience Stipends

Effective upon the commencement of the 2016-2017 contract year, employees covered by this agreement will be paid a stipend each year according to their number of years of pre-K – 12 public school experience teaching under a DESE teaching license provided the teacher has at least fifteen (15) years of service as a teacher for the Orange Public Schools:

\$500 -	20-24 years
\$1,500 -	25-29 years
\$2,200 -	30-34 years
\$2,700 -	35 years or more

Note: Any teacher who received the benefit under Article XXIII of the 2013-2016 collective bargaining agreement shall receive \$700 less than the figures above.

Part-Time Teachers

The parties have agreed that part-time teachers shall move up a step each year in the same manner as full-time teachers and shall have their salary pro-rated.

Appendix A

Salary Schedules

2019-2020

	B	B+18	M/B+33	M+18/B+51	M+30	2M/CAGS/M+45
Step 1	\$40,526.00	\$42,442.00	\$44,357.00	\$46,271.00	\$48,186.00	\$50,101.00
Step 2	\$42,442.00	\$44,357.00	\$46,271.00	\$48,186.00	\$50,099.00	\$52,014.00
Step 3	\$44,357.00	\$46,271.00	\$48,186.00	\$50,099.00	\$52,013.00	\$53,928.00
Step 4	\$46,271.00	\$48,186.00	\$50,099.00	\$52,013.00	\$53,929.00	\$55,842.00
Step 5	\$48,186.00	\$50,099.00	\$52,013.00	\$53,929.00	\$55,842.00	\$57,757.00
Step 6	\$50,099.00	\$52,013.00	\$53,929.00	\$55,842.00	\$57,759.00	\$59,673.00
Step 7	\$52,013.00	\$53,929.00	\$55,842.00	\$57,759.00	\$59,672.00	\$61,588.00
Step 8	\$54,486.00	\$56,257.00	\$58,028.00	\$59,769.00	\$61,509.00	\$65,200.00
Step 9	\$56,665.00	\$58,507.00	\$60,349.00	\$62,160.00	\$63,970.00	\$67,808.00
Step 10	\$58,932.00	\$60,848.00	\$62,763.00	\$64,646.00	\$66,528.00	\$70,520.00
Step 11	\$61,289.00	\$63,281.00	\$65,273.00	\$67,232.00	\$69,190.00	\$73,341.00
Step 12	\$63,741.00	\$65,813.00	\$67,884.00	\$69,921.00	\$71,957.00	\$76,275.00
Step 13	\$66,291.00	\$68,445.00	\$70,599.00	\$72,717.00	\$74,835.00	\$79,326.00
Step 14	\$68,942.00	\$71,183.00	\$73,423.00	\$75,626.00	\$77,829.00	\$82,499.00
Step 15	\$0.00	\$0.00	\$76,360.00	\$78,651.00	\$80,942.00	\$85,799.00
Step 16	\$0.00	\$0.00	\$0.00	\$0.00	\$84,180.00	\$89,230.00

Appendix B

Stipend Positions

2019-2020

All stipend positions will be posted for a minimum of ten (10) school days. Members of the bargaining unit will be given preference for those positions.

Position	Compensation/Time Off
Curriculum Committee Member	\$50 hourly rate
Professional Development Presenters	2 hours of paid preparation time at the \$50 hourly rate for every hour of presentation time. \$50 per hour rate for presentation time, only if the presentation occurs beyond the work day.
Tutoring	\$50 an hour rate Approved

Appendix C