

# **AGREEMENT**

**between**

**SOUTH HADLEY SCHOOL COMMITTEE**

**and**

**SOUTH HADLEY EDUCATION ASSOCIATION**

**MASSACHUSETTS TEACHERS ASSOCIATION/UNIT C**

**July 1, 2022 – June 30, 2025**

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## PREAMBLE

AGREEMENT entered into by and between the SCHOOL COMMITTEE OF THE TOWN OF SOUTH HADLEY, MASSACHUSETTS (hereinafter called the Committee) and the SOUTH HADLEY EDUCATION ASSOCIATION-MASSACHUSETTS TEACHERS ASSOCIATION (hereinafter called the Association). WHEREAS, pursuant to General Laws Chapter 150E, the Committee and the Association have bargained in good faith as to wages, hours, and other conditions of employment, and

WHEREAS, the Committee has recognized the Association as the exclusive bargaining agent for the professional employees of the Committee [hereinafter called Administrator(s) Unit "C"], excepting, however, the Superintendent, Principals, Assistant Principals, and all other members of Unit "A" Teachers Unit. All future vice-principals hired after May 30, 2018 will not be considered members of Unit C or any other bargaining unit, and instead will be offered individual contracts in the school system.

WHEREAS, the parties mutually desire the development of high quality education within the school system of the Town (hereinafter called the System),

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, IT IS AGREED:

## ARTICLE I SCOPE

### SECTION 1

The making and formation of educational policy of the Town of South Hadley is the final responsibility of the Committee.

The exercise by the Committee or through its agent, the Superintendent, of any of the following rights shall not alter any of the specific provisions of this agreement; nor shall they be used to discriminate against any member of the bargaining unit.

The parties agree that the operation of the School Department of South Hadley, the supervision of the employees and of their work are the rights of the Committee and its administration. Accordingly, subject to the provisions of this Agreement and MGL 150E, the making of reasonable rules to ensure orderly and effective work, to determine the quantity and types of equipment to be used; to introduce new methods and facilities; the making of work schedules, the determination of what and where duties will be performed; and of employee competency; the hiring, transfer, promotion, demotion, layoff, recall, discipline or discharge of employees for just cause without discrimination, are rights of the Superintendent.

The foregoing enumeration of the rights of the Committee and Superintendent shall not be deemed to exclude other rights not specifically set forth, the Committee therefore retaining all rights not otherwise specifically restricted by this Agreement.

## SECTION 2

Whenever the Association desires to be heard by the Committee upon any questions before the Committee, representatives of the Executive Committee of the Association will first meet, at the earliest possible time with the Superintendent, to review the facts and details of the question at hand.

## SECTION 3

Before the Committee adopts a change in rules, regulations, or policy which substantially affects wages, hours, standards of productivity and performance, and any other terms and conditions of employment and which is not covered by the terms of this Agreement, the Committee will notify the Association, in writing, through its approved minutes, that it is considering such a change. The Association will have the right to negotiate with the Committee, provided that it files such a request with the Committee within five (5) days, excluding weekends and legal holidays, after receipt of said notice.

## SECTION 4

As to every matter not covered by this Agreement, and except as modified by language in a provision of this Agreement, the Committee retains exclusively to itself and its administration all rights and powers that it has or may hereinafter be granted by law, and may exercise the same without such exercise being made subject of grievance or arbitration, but the question of whether the matter is covered by this Agreement may be made the subject of a grievance or arbitration.

## SECTION 5

If any provision of this Agreement is held to be contrary to law, then such provision will be deemed valid only to the extent permitted by law, but all other provisions of this Agreement will continue in full force and effect. The Committee and the Association will meet to negotiate any section affected by a change in the law, as soon as reasonably possible.

## SECTION 6

PROVIDED HOWEVER, that such administrators, when employed as substitute administrators, summer school administrators and evening school administrators, tutors, coaches, extra-curricular advisors and the like, will be paid the prevailing rate, as listed in

the Appendices of the Classroom Teacher Agreement (Unit A).

ARTICLE II  
NEGOTIATION PROCEDURE

SECTION 1

Collective bargaining for a new Agreement, to become effective upon the expiration of this Agreement, may be reopened by either party by the October 1st prior to the expiration date, by giving written notice to the other party. If negotiations are not completed by the expiration date, the provisions of this Agreement will remain in full force and effect until said successor agreement is executed. Provided, however, either party can terminate this Agreement after its expiration date, by serving written notice of their intention to terminate the Agreement. Said written notice must be served at least forty-five (45) calendar days prior to the actual termination.

SECTION 2

The Association shall submit the names of the following representatives to the Committee forthwith, upon their designation or election:

- a. All officers,
- b. Negotiating Committee, and
- c. Professional Rights and Responsibilities Committee.

ARTICLE III  
NON-DISCRIMINATION

SECTION 1

In all matters of employment, the Committee and the Association agree that there shall be no unlawful discrimination on account of age, race, creed, sex, sexual identity, place of birth, residence, marital status, national origin, disability, pregnancy, pregnancy related condition, sexual orientation, religion and any other protected category.

ARTICLE IV  
RIGHTS OF THE ASSOCIATION

SECTION 1

The Officers, elected representatives, appointed officials and all other members of the Association shall be free to actively support the Association, without threat of reprisal or actual reprisal from any person within, or directly connected with, the School Committee of South Hadley.

SECTION 2

The officers and building representatives of the Association shall have the right to leave their buildings on Association business, in their free time, during the school day, with permission of the principal or designee. If permission is not given, valid reason(s) must be given.

SECTION 3

The President, President-elect, and Chairman of the Negotiating Committees of the Association or their appointed alternate representatives shall each be granted one release time day yearly for the attendance at meetings connected with the business of the Association.

SECTION 4

An Association representative will be released from regular duties, without loss of pay, if necessary, to attend grievance hearings.

SECTION 5

The Association shall have the free use of a mailbox in each school building and shall have free access to all teachers' and administrators' mailboxes for Association business but not for political purposes.

SECTION 6

The Association shall have the use of a faculty bulletin board in each school building.

## SECTION 7

The Association shall have the use of normal school communication channels for announcements, provided there is no disruption of normal procedures and operations.

## SECTION 8

The Association shall have the use of school duplication and communication equipment and materials, within reason.

## SECTION 9

The Association shall have the use of school facilities for its meetings, provided that such use does not conflict with previously scheduled activities, after reasonable notice to the principal.

The officers and building representatives of the Association or their appointed representatives shall, after reasonable notice to the principal, have the right to call Association business meetings, provided that there is no conflict with regular duties.

## SECTION 10

Association members shall be released at the close of the student day to attend Association business meetings, provided they have no prior professional commitments.

## SECTION 11

The privacy of Association communications shall be scrupulously observed.

## SECTION 12

After the administrators and the Superintendent have conducted their own meetings, and before the final budget is completed, the School Committee shall conduct at least one annual public hearing on the budget.

## SECTION 13

The minutes of the School Committee meeting are posted to the district web site. The School Committee agenda as well as a copy of all postings and job descriptions will be sent to the President of the Association.



## SECTION 14

One copy of all curriculum reports, building reports, or educational surveys that relate to the school system shall be forwarded to the Association President. It is understood that this refers only to material produced at South Hadley and only after this material has been made public.

## ARTICLE V NO-STRIKE CLAUSE

### SECTION 1

During the term of this Agreement and any extension thereof, the parties hereto agree that there shall be no strikes of any kind whatsoever; work stoppages, slow-downs; withholding of services; or interference or interruption with the operations of the School Department by any members of this bargaining unit. Nor shall there be any strike or interruption of work during the term of this Agreement by any members of this bargaining unit because of any disputes or disagreements between any other persons (or other employers or Associations) who are not signatory parties to this Agreement.

A member, or members, of the Administrator Bargaining Unit who violates this provision shall be subject to disciplinary action, including discharge; but the question of whether a member, or members, of the Administrator Bargaining Unit has violated this provision will be subject to the grievance procedure and any claim by either party against the other for a violation of this article shall be subject to the grievance procedure.

Should there be any strike or interruption of work, the Association, through its officials, shall notify the persons involved that the strike, stoppage, sit-down or slowdown of work is a violation of the Agreement and is not authorized or condoned by the South Hadley Education Association or Massachusetts Teachers Association and that the member or members of the Administrator Bargaining Unit shall return immediately to their respective jobs and cease any action which might adversely affect the Employer's operations. The Association agrees that it will exert its best efforts to end such activity, although it is understood that there may be circumstances over which the Association has no control. In such circumstances, the Association will immediately notify the Employer in writing that such is the case.

In the case of any strike, work stoppage, sit-down or slowdown which is not instigated, authorized, aided, condoned or participated in by either the SHEA or the MTA or by the agents of either, the Employer agrees that it shall not initiate a suit against SHEA or the MTA for damages resulting from any such strike, work stoppage, sit-down

or slowdown. It is specifically understood and agreed that the Employer, during the first twenty-four (24) hour period of such unauthorized work stoppage in violation of this Agreement, shall have the sole and complete right of reasonable discipline, including suspension from employment, up to and including seven (7) days, but short of discharge, and such member, or members of the Administrator Bargaining Unit shall not be entitled to or have any recourse to the grievance procedure, but the question of whether a member or members of the Administrator Bargaining Unit has violated this provision will be subject to the grievance procedure. After the first twenty-four (24) hour period of unauthorized stoppage in violation of this Agreement, and if such stoppage continues, the Employer shall have the sole and complete right to immediately further discipline or discharge any member or members of this bargaining unit participating in any unauthorized strike, slowdown, walkout or any other cessation of work in violation of this Agreement, and such member or members of this bargaining unit shall not be entitled to or have any recourse to the grievance procedure, but the question of whether a member or members of this bargaining unit has violated this provision will be subject to the grievance procedure.

ARTICLE VI  
PERIOD OF ACCEPTANCE

SECTION 1

Each administrator without professional status shall, within fourteen (14) calendar days after receipt of notice of employment, file acceptance through return of a signed contract or agreement. If such acceptance is not received by the Superintendent's Office at the end of fourteen (14) calendar days, it shall be considered a declination on the part of the administrator, unless there are unusual extenuating circumstances approved by the Superintendent.

ARTICLE VII  
ADMINISTRATOR EMPLOYMENT

SECTION 1

Administrators shall be required to qualify for employment by meeting all standards set by the General Laws of Massachusetts and existing regulations of the Committee.

SECTION 2

In addition to the provisions of Section 1 above, any person appointed to a

position within the scope of this Agreement will have his/her prior administrative experience evaluated and may receive credit on the salary schedule for prior administrative experience, regardless of when such experience shall have been gained.

ARTICLE VIII  
TERMINATION OF POSITION

SECTION 1

Administrators shall not leave their positions during the school year for other positions, except under circumstances sufficiently extraordinary as to call for cancellation of their individual contracts. They shall not tender resignations during the month of August, except with the approval of the Superintendent. Whenever an administrator chooses to leave his/her position, he/she shall give written notice, at least thirty (30) days prior to leaving, to the Office of the Superintendent. Any violation of this paragraph shall be noted in the administrator's personnel file.

ARTICLE IX  
GRIEVANCE PROCEDURE

SECTION 1

A grievance is defined as a question, complaint or dispute involving the interpretation or application of failure to comply with, or alleged violation of or a variance from the terms and provisions hereof. Any matter which is not specifically covered by the provisions of this Agreement or which is reserved to the discretion of the Committee by the terms of this Agreement, shall not be the subject of a grievance.

Whenever an administrator or group of administrators deems himself, herself or themselves aggrieved, he, she or they reduce the complaint to writing, in duplicate, on a serially numbered form to be mutually developed by the Parties, one copy for the School Committee or their agent, which shall set forth the circumstances complained of; shall make a full and complete disclosure as to the manner in which it is alleged that the Agreement is either misapplied, not complied with, violated or varied; and shall specify the relief sought.

This language is not intended to preclude the aggrieved from inserting additional facts and information should same only come to his/her attention or be discovered subsequent to the submitting of the initial complaint. The following procedure shall then be followed.

## LEVEL ONE

The administrator or administrators aggrieved shall present the grievance within fifteen (15) days of the occurrence or within fifteen (15) days of the date he/she/they knew of the occurrence which gives rise to the grievance, to his, her or their immediate superior and to the Association. A meeting shall be held in an effort to resolve the grievance between the administrator or administrators, the immediate supervisor and the Association representative or representatives from each building, within ten (10) days of its submission as aforesaid.

## LEVEL TWO

In the event that the grievance is not settled by the meeting at LEVEL ONE, the administrator or administrators or the Association may, within ten (10) days thereafter, submit the written grievance to the Superintendent of Schools and shall deliver a copy thereof to the Professional Rights and Responsibilities Committee of the Association. Within ten (10) days of his/her receipt thereof the Superintendent shall meet with the administrator, administrators and/or the Professional Rights and Responsibilities Committee of the Association, in an effort to settle the grievance. The administrator or administrators may be accompanied by a member of the Professional Rights and Responsibilities Committee.

Within ten (10) days after such meeting, the Superintendent shall advise the administrator or administrators and the Professional Rights and the Responsibilities Committee, in writing, of his/her decision concerning the grievance.

## LEVEL THREE

In the event that the grievance is not settled at LEVEL TWO, the written grievance may, within ten (10) days of the LEVEL TWO answer, be submitted to the Committee. The Committee shall, within fifteen (15) days of its receipt thereof or at its next regular meeting, whichever is sooner, meet the administrator or administrators and/or the Professional Rights and Responsibilities Committee in an effort to settle the grievance. The Committee shall submit its written decision to the Professional Rights and Responsibilities Committee within ten (10) days of the date they heard the grievance.

## LEVEL FOUR

If the Association is not satisfied with the disposition of the grievance at LEVEL THREE, or the LEVEL THREE time limit expires without the issuance of the Committee's written answer, then, the Association may submit this grievance to final and binding arbitration. If the demand for arbitration is not filed within two (2) weeks of the

date of the School Committee's LEVEL THREE reply, then the grievance will be deemed withdrawn. The procedures governing the arbitration process are set forth below:

1. The arbitration proceeding will be conducted under the rules of the American Arbitration Association. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement. The award shall be final and binding on the School Committee, the Association and the grievant. The fees and expenses of the arbitrator shall be borne equally by the parties.
2. The arbitrator's decision shall be rendered within thirty (30) days of its submission and shall not extend beyond the submission nor alter, amend, or modify the provisions of the Agreement. Nor shall the Arbitrator render a decision which shall impinge upon any reserved rights and duties of the Committee.
3. Notwithstanding any language in this Article, it is explicitly agreed that either party may invoke the arbitration procedures for alleged violations of the no-strike article of this Agreement. If the School Committee claims the Association has violated the No-Strike provision of the Agreement, it may present such claim to the Association, in writing, and if the parties fail to settle it within two (2) weeks, the School Committee may submit the problem to arbitration, under the provisions of this Article.
4. It is agreed that whenever the word Superintendent is used herein, it shall not be limited to the Superintendent himself/herself, as he/she or the Superintendent may name a designee to act in his/her stead; except that in no instance shall the designee be one who falls within the meaning of bargaining unit employee, under the provisions of Chapter 150E.

## SECTION 2

The Professional Rights and Responsibilities Committee may, at any level of the foregoing procedure, refuse to prosecute the grievance further. Such refusal shall be immediately communicated to the Committee by the Professional Rights and Responsibilities Committee.

## SECTION 3

If, in the judgment of the Professional Rights and Responsibilities Committee, a grievance affects a group or class of administrators, or, if so, in the judgment of the Professional Rights and Responsibilities Committee, a series of grievances are conceived

with the same subject matter, it may submit the grievance or such series of grievances collectively at LEVEL TWO of the grievance procedure.

#### SECTION 4

To the extent possible, all proceedings shall be kept informal and confidential.

#### SECTION 5

Time limits, herein set forth, are considered maximums unless extended by mutual agreement in writing. It is agreed that Saturday, Sunday and legal holidays are excluded from the time limits referred to in this Article.

### ARTICLE X NOTIFICATION OF VACANCIES

#### SECTION 1

Notification of vacancies and new positions to all Unit C members will be through school system e-mails. This notification will be employed during the school year and during the summer.

### ARTICLE XI ADMINISTRATOR ASSIGNMENT

#### SECTION 1

The Superintendent shall, in filling any position, give due weight to the professional background attainments, length of service in South Hadley and other relevant factors of all applicants. Whenever the Superintendent deems all other factors substantially equal, (s)he shall give preference to qualified persons already employed by the Committee.

#### SECTION 2

The Superintendent shall, whenever practicable, make all appointments within sixty (60) days of notice and shall give notice of its actions on any position. Nothing in this paragraph shall be subject to the grievance procedure hereunder.

ARTICLE XII  
ADMINISTRATOR EVALUATION

SECTION 1

All observations or monitoring of an administrator's performance shall be done openly and with his/her full knowledge, and electronic communicating devices and video/audio taping devices will not be used for this purpose. Administrators shall inspect and sign evaluation reports prepared by their superiors and shall have the right to discuss such reports with their superiors.

SECTION 2

Any administrator shall have the right, upon written request, to be granted an appointment to inspect the contents of his/her personnel folder and make copies of such contents and records as concern his/her work or himself/herself.

SECTION 3

In the event that any material derogatory of an administrator's conduct, service, or personality is to be included in his/her personnel file, he/she shall first be given an opportunity to review and make written answers thereto. Any such answer shall be attached to such material. Administrators shall sign such material when reviewed. Such signature shall in no way be construed to indicate agreement or accord with such material. In the event that an administrator shall refuse to sign such material, a notation to that effect shall be added to the file.

SECTION 4

Should a complaint be lodged against an administrator, such administrator shall be notified of the nature and reason for the complaint within a reasonable time of the occurrence or a reasonable time after the complaint was known to the Superintendent or the principal. If no action is taken within the time limits referred to above, the matter will be dropped and will not be made a part of the administrator's personnel record. This section does not apply to law enforcement or other matters being investigated by an outside authority.

SECTION 5

Whenever possible, administrators will appear before the School Committee and

will be so advised at least forty-eight (48) hours before their appearance and will be advised of the reason for the appearance. Individuals appearing to answer a complaint or query shall be entitled to representation.

#### SECTION 6

No administrator shall be disciplined, reduced in rank or compensation or deprived of any professional advantage without just cause. Provided that the following applies to Department Chairpersons:

High School department chairs will be appointed for two-year durational periods. The posting period will be by April 1 of each year when a new appointment must be made. The Department Chair positions will be posted for five (5) calendar days: Math, Science, Social Studies, English, Foreign Language, Special Education, PE/Health, Vocational Education, and Fine and Performing Arts, Athletic Director, an Director of Guidance and Counseling.

#### SECTION 7

The parties to this Agreement have mutually developed and agreed to an evaluation procedure for bargaining unit members. A copy of the Performance Evaluation Procedure and standards and a copy of the evaluation form are available in the Superintendent's Office.

### ARTICLE XIII ADMINISTRATOR TRANSFER

#### SECTION 1

Whenever it is necessary to transfer an administrator from one school to another, it is agreed:

- a. The Superintendent shall take into consideration seniority and the wishes and convenience of individual administrators, to the extent that they do not conflict with the best interest of the system.
- b. When an involuntary transfer of an administrator is necessary, the Superintendent shall consider areas of competence, major and/or minor fields of study, quality of performance and length of service in the system. An involuntary transfer will be made only after a meeting with the administrator involved and the Superintendent (or his/her designee), at which time the administrator will be notified of the reason



for the transfer.

- c. No administrator shall be involuntarily transferred, except to a position for which he/she has been certified pursuant to General Laws (Ter. Ed.) Chapter 71.
- d. Notice of transfer will be given to the administrator concerned as soon as practicable and, in normal circumstances, not later than July 1, if the transfer is intended to take effect in September.
- e. In the event that an administrator desires to be transferred, he/she shall file a written statement thereof with the Office of the Superintendent not later than April 1. The Superintendent shall, as soon as practicable and under normal circumstances, at least one (1) week prior to the end of the school year, inform the administrator of the action taken relative to his/her request.
- f. It is agreed that the final decision as to the transfer of an administrator is the responsibility of the Superintendent.

#### ARTICLE XIV ADMINISTRATOR PRIVACY

##### SECTION 1

The private and personal life of any administrator is not within the appropriate concern or attention of the School Committee or Superintendent, except as it may reflect adversely, within the judgment of the School Committee, on the administrator's responsibilities and relationships with students, parents, and the community.

#### ARTICLE XV CLASS SIZE

##### SECTION 1

The School Committee and the Association recognize the desirability of achieving optimum learning conditions by attempting to assure a workable class size. Efforts will continue to be made to provide facilities and staff which will make it possible to maintain desirable class size subject to availability of classrooms, community financial resources and professional personnel.

The School Committee will make an effort to retain or improve the present

teacher-student ratio.

ARTICLE XVI  
REDUCTION IN FORCE

SECTION 1

- A. “Qualified” means the administrator has, on file with the Office of Superintendent, documented evidence that he/she possesses the necessary qualifications to meet the requirements of the duties and responsibilities of the position sought, as specified in the last posted job description of such position.

In the event it becomes necessary to reduce the number of administrators with professional status included in the bargaining unit defined in Article I, the Superintendent will use the following process:

The Superintendent shall terminate or not renew the employment of those administrators who have not attained professional status, provided that such termination or non-renewal will permit staffing of all anticipated positions by licensed administrators with professional status.

If implementation cannot be fully accomplished as provided in the paragraph above, the Superintendent shall terminate the employment of those administrators who have attained professional status based on job performance and the best interest of students and whose termination will permit the staffing of all anticipated positions by administrators. For purposes of a reduction in force, job performance and the best interest of students shall be determinative. An administrator’s job performance shall be defined as indicators of job performance, including overall ratings resulting from comprehensive evaluations conducted consistent with Section 38 and as compared to other administrator’s past summative overall education ratings in the targeted discipline in the prior five (5) years. Seniority shall only be considered where the above factors are considered equal.

- B. Bargaining Unit Seniority, means the length of continuous full-time employment in any administrative position(s) measured from the first day for which compensation was received, including time spent on any leave of absence provided for in this Agreement, except as noted in Article XXXIV, Section 2.

In cases involving members of the bargaining unit who have identical seniority, the one who has achieved the highest level of formal training (i.e. Non-degree, Bachelor, Master, Master + 30, 2nd Master or CAGS, or Doctorate, including

credits in addition to degree status) will be considered senior. In cases of identical seniority and the same level of formal education, the Superintendent of Schools will determine which administrator will be retained or recalled.

- C. In the event a member of Unit C is laid off from that Unit, he/she may exercise seniority rights in the teachers' (Unit A) bargaining unit as follows:
1. Seniority as re-entry shall be defined as length of service in a position defined in Part I Preamble of the Unit A Agreement.
  2. Time spent in a position listed in Article II (Recognition) of the Unit A Agreement, shall accrue for purposes of seniority in the Teachers Bargaining (Unit A) Unit, except that time spent as a Department Chairperson shall accrue for purposes of seniority rights in Bargaining Unit A.
  3. This Section C is contingent upon authorizing language in the Unit A Agreement.
- D. Administrators who are to be affected by a reduction in staff must be notified, in writing, no later than June 15<sup>th</sup> of the school year preceding the school year in which the reduction will take effect. Said notice shall include the specific reasons for the layoff.

Administrators 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 lay-off but under no circumstances more than two (2) years. During the recall period, administrators shall be notified by certified 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 an administrator was entitled at the time of lay-off shall be restored, in full, upon re-employment within the recall period. The employee shall, within fourteen (14) calendar days after receipt of notice of recall by certified mail and return receipt requested, file acceptance through return of a signed slip, provided by the employer, of their intention to return or not to return, by certified mail and return receipt requested. If such acceptance is not received by the Superintendent's Office at the end of fifteen (15) calendar days, it shall be considered a voluntary resignation on the part of the employee, unless there are extenuating circumstances approved by the Superintendent. Declination of a position under this recall procedure will fulfill all obligations of the Superintendent under this Article.

During the recall period, administrators who have been laid off shall be given every consideration for substitute work, if they so desire and express such desire in writing. Administrators on lay-off will be given preference in their area of

certification. Laid off Unit C employees substituting for administrators will be paid at a per diem rate according to the administrative position based on the individual's degree status and experience. If substituting in a Unit A position, said Unit C employee will be compensated at the prevailing substitute rate as set forth by the School Committee.

- E. A list, specifying the seniority of each member of the bargaining unit, shall be prepared by the Superintendent or designee and forwarded to the President of the Association within thirty (30) calendar days following the execution of this Agreement. Copies of the seniority list will also be available for each member of the bargaining unit provided the Association assumes one-half of the cost of the reproduction. An updated "Seniority List" shall be supplied by the Superintendent or designee annually thereafter. Within thirty (30) calendar days after the signing of this Agreement, a list of employees, arranged in the order of their seniority, shall be posted on all Association bulletin boards within each school, and a copy furnished to the Association. Claims for corrections to such lists must be made to the employer and the Association within thirty (30) calendar days after such posting and after such time, the lists will be regarded as correct. Any dispute raised by the Association within the thirty (30) calendar day period concerning an employee's seniority shall be referred to the Grievance Procedure as provided herein.
- F. Provided the plan in force at the time permits such action, laid off employees may continue group health and life insurance coverage during the recall period, as provided by the Committee to members of the bargaining unit, by reimbursing the proper authority for total premium cost. Failure to forward premium payments to the proper authority by due date will terminate this option.

## ARTICLE XVII ADMINISTRATOR WORK YEAR

### SECTION 1

An administrator's work year, including possible additional work days referenced in Section 2, will be scheduled between July 1 and June 30.

Administrator work years are set forth in Appendix A. The Superintendent or his/her designee will solicit and consider requests from individual administrators regarding the scheduling of the work year, but the final determination of the work year will rest with the Superintendent of Schools.

### SECTION 2

Administrators will normally be advised annually of their work year schedule on or before July 1, with said schedule to be effective at the start of the next work year. Two days of additional work outside of the current 185 days will be scheduled by the principal or Superintendent. The Department Chair will be compensated at his/her per diem rate for these days.

### SECTION 3

Changes in an individual administrator's schedule will generally not be made after July 1, unless such changes are consistent with the best interests of the South Hadley Public Schools. Requests for a change in the work schedule by individual administrators will be considered on an individual basis and subject to the best interests of the South Hadley Public Schools.

### SECTION 4

In the event that the administrators' skills are required in some capacity beyond the scheduled work year, as provided in Section 1 of this Article, such administrators when approved in writing by the Superintendent of Schools, will be paid at a daily rate pro-rated on their total contracted salary. The Administration and SHEA will develop a form for the implementation of this Section.

### SECTION 5

Administrators will not be scheduled to work on holidays recognized by the Commonwealth of Massachusetts, provided school is not in session.

## ARTICLE XVIII ADMINISTRATOR DUTIES AND RESPONSIBILITIES

### SECTION 1

Both parties shall familiarize themselves with the provisions of this Agreement. A copy of the Agreement or any revisions thereof shall be distributed by the School Department, through the Superintendent's Office.

### SECTION 2

All elementary teachers and specialists are under the general supervision of the Superintendent of Schools and directly responsible to their respective principals, elementary supervisor, or head of department. All secondary teachers are under the general supervision of the Superintendent of Schools and directly responsible to their

department chairperson and/or principal. Directors, department chairpersons and assistant principals are directly responsible to the principal.

### SECTION 3

The working day for administrators is defined as that part of the day during which all administrators are expected to be present for duty and will be no more than seven (7) hours and five (5) minutes, including a lunch period.

The Committee and the Association agree that the performance of the duties of various administrators are difficult to equate in time. It is the responsibility of the administrator to perform the tasks associated with their position, as defined in their respective job description. Beyond the time the schools are in session, as defined in Section 4 below, administrators are not confined to specific hours of work and normally will not be expected to work longer than their regular work day, but their work day will depend on the needs of the school, as determined by their immediate superior.

Administrators are expected to be available for their assigned work prior to the arrival of students and available after school in order to complete instructional and professional commitments. Commitments for the purpose of this paragraph shall mean parent-teacher conferences, student meetings, department meetings, general faculty meetings and the like. These meetings shall be reasonable in number and length. Whenever possible it will be the responsibility of administration to give reasonable notice for such scheduled meetings.

The Administration will use its best efforts to avoid non-voluntary assignments of Unit employees for substitute teaching. In the event that a Unit employee is required to substitute teach, the employee shall be paid at the substitute per diem rate.

### SECTION 4            SCHOOL HOURS

The school day for the High School is as follows:

High School            7:23 a.m. to 2:01 p.m. (25 minutes for lunch)

The work day at the high school shall be on a seven-block, drop one, rotating schedule. In the event that the High School schedule is unfeasible in any year covered by the Agreement, the parties agree to negotiate as to any changes therein.

Plains                    8:47 a.m. to 3:25 p.m. (35 minutes for lunch)  
Mosier                   8:17 a.m. to 2:55 p.m. (35 minutes for lunch)  
Middle School        7:47 a.m. to 2:25 p.m. (30 minutes for lunch)

The Superintendent maintains the unilateral right to change the starting and ending times for schools as the need arises, but in no case will the changes extend the administrator's total working day.

Work Day Content: The parties agree to revisit conformity with the Education Reform Act at the request of either party to review any legal or legislative changes and to take appropriate collective bargaining action as deemed necessary.

#### SECTION 5

It shall be the duty of the administrator, in case of sickness, to notify his/her immediate superior, as early as possible, that he/she will be unable to attend to his/her duties, so that a substitute may be provided. In the event that the superior cannot be contacted, the School Superintendent's Office will be notified as early as possible.

#### SECTION 6

An administrator may leave his/her assigned building during regular hours of duty with the permission of the school principal or his/her designated representative. In the case of an administrator not assigned to a school building, such permission will be obtained from the Superintendent or his/her designee.

#### SECTION 7

An administrator shall keep, when teaching, accurate and up-to-date records of the academic progress and conduct of his/her pupils. Such records are to be deposited with the building principal at the close of the school year.

#### SECTION 8

An administrator shall make every reasonable effort to preserve and care for textbooks, apparatus, and other school property provided for the professional or pupil use; and shall, as directed by the Superintendent or principals, provide inventory records thereof; shall initiate any necessary action in the event of mutilation, defacement, or loss of school property by a pupil. Administrators shall not be required to perform custodial functions. In the event of any injury to the school property, prompt notice shall be given to the principal of the building.

#### SECTION 9

Unit C job descriptions may be developed or updated by the Unit C employee and Superintendent or his/her designee.

The Committee and the Association further agree that if there are any substantial changes in the job description of any bargaining unit position, the Parties agree to meet and discuss possible modifications in the salary for such substantial changes in job descriptions.

#### SECTION 10

If a new bargaining unit position is established, the Committee will negotiate with the Association over the salary for such position.

#### SECTION 11

All member of Unit C will be required to attend one additional administrative meeting monthly –two per month in total- for the purpose of planning, discussing, or otherwise engaging in school or district improvement and/or professional development purposes. The vice-principals will be required to participate in a monthly meeting to engage in inter-building and district alignment of programs and practices and/or professional development activities. Additionally, all Unit C members will be assigned one additional day during the summer months for the purpose of engaging in the aforementioned activities.

### ARTICLE XIX LUNCH PERIODS

#### SECTION 1

Administrators shall have duty-free lunch periods not less than the following lengths:

- a. Elementary school - Length of regular lunch period, but not less than thirty (30) minutes. It is understood, however, that one (1) certified teacher or principal be on the school premises at all times during lunch periods, if necessary, on a rotating basis.
- b. Middle school - Length of regular student lunch period.
- c. Senior high school - Length of regular student lunch period.

### ARTICLE XX PREPARATORY PERIODS



## SECTION 1

Each senior high school department chairperson shall be given, in addition to his/her duty-free lunch period, one (1) class period per day for preparation, during which he/she shall not be assigned other duties or scheduled for administrative conference.

## SECTION 2

Each senior high school department chairperson shall teach five classes with the exception of the Special Education Department Chair. The Special Education Department Chair will be assigned four (4) classes with a 5<sup>th</sup> assigned period devoted to consultation assessment duties. The remaining periods, over and above the prep period mentioned in Section One, will be devoted to administration and supervision responsibilities, as outlined within their job descriptions, consistent with past practices. The Employer may change the period schedule at the high school, provided however that reasonably in advance of such change it shall meet to negotiate the impact of such change on this Section.

## SECTION 3

No high school department chairperson shall be required to teach in more than two (2) academic fields nor be required to have more than three (3) teaching preparations at any time. The limitations of this paragraph shall not be construed to limit the number of classroom hours assigned. A preparation shall be interpreted as:

- a. A different course within the teacher's academic field(s);
- b. A different ability level within the same subject, provided that administratively assigned basic material used with each group is substantiality different.

## SECTION 4

In the event that the Superintendent and/or high school principal shall determine that an exception to Section 3 above is necessary in the best interest of the educational process of the system, he/she may make such exception, provided however, that the department chairperson affected thereby agrees. If such exception is made without agreement, the department chairperson who considers such exception unjustified may initiate a grievance with regard thereto.

## ARTICLE XXI

## SUPPLEMENTAL ASSIGNMENTS

### SECTION 1

Supplemental assignments and the remuneration thereof are set forth in the appendices of the Unit A contract and shall be staffed on a volunteer basis. Vacancies in supplemental assignments shall be posted as they may occur, in order that qualified administrators may apply. Successful candidates will be placed on the supplemental assignment salary scale, at the level appropriate to their experience (in the area of the assignment). Any person changing position upward on the supplemental salary schedule shall not receive less than he/she received for the position just vacated.

## ARTICLE XXII UNSCHEDULED RESPONSIBILITIES

### SECTION 1

It is specifically agreed that administrators will, from time to time, be responsible for attendance or assistance at school functions such as P.T.A., school dances and the like. Administrators shall be responsible to attend the annual open house program, academic advisory night and CTE advisory nights.

## ARTICLE XXIII PROFESSIONAL ACTIVITIES

### SECTION 1

Administrators shall be encouraged to attend professional conferences in their fields. It is essential that administrators present written requests for such attendance to the Superintendent. The Superintendent, in considering whether to grant such requests, shall consider the value of attendance to the administrator and the system, together with other factors such as the number of requests by each administrator and the budgetary impact. There shall be a budgeted annual fund available for administrator professional development in the amount of no less than \$750 per administrator.

### SECTION 2

Any administrator who is allowed to attend such conferences shall, following his/her attendance, submit a formal written report thereof to the Superintendent. The

format of both the original request and such report shall be determined by the Superintendent.

### SECTION 3

The district will only compensate administrators to attend summer professional development when the district is requiring the administrator's attendance.

### SECTION 4

The district will not compensate administrators for participating on a voluntary basis on the district professional development committee or any other committee.

## ARTICLE XXIV VISITING DAYS

Administrators may obtain permission from the principal and Superintendent or designee for two (2) visiting days each year for visiting schools in South Hadley or the schools in other places. The Superintendent or designee must be consulted at least one (1) week before the proposed visit. Generally, no visit shall be made on the first or last day of the week, nor on a day preceding a holiday unless approved by the Superintendent or designee. These visits will be granted on the basis of their importance to the South Hadley School System.

## ARTICLE XXV IN-SERVICE AND PARENTAL CONFERENCES

### SECTION 1      Professional Development:

Recognizing the importance of professional development, a Professional Development Committee will be formed, with equal membership of Unit A members and administrators. This Committee shall review and make recommendations to the School Committee as to the district's Professional Development Plan as submitted to the Department of Elementary and Secondary Education. Such recommendations may also address the content and type of workshop and/or in-service programs as well as satisfy the requirements of MGL Chapter 71, Sec. 38Q, related to professional development plans for professional staff.

An administrator who provides district professional development will receive

compensation for preparation. For each hour of presentation, an administrator will be compensated at the rate of thirty-two dollars (\$32.00) for one hour of preparation.

SECTION 2            Parental Conferences

It is agreed by both parties that parental conferences should be an integral part of the district's regular reporting system.

1. Parental conferences for the high school will continue to be scheduled on an individualized basis upon request of the parents or the teacher, as is the current practice.
2. Parental conferences may be requested by either parent or teacher at all grade levels, PreK-Grade 12, and such requests will be honored throughout the school year.
3. A lunch period will be provided on early dismissal days for professional development and parental conferences as referenced in Article XX of this Agreement.

ARTICLE XXVI  
PROFESSIONAL REMUNERATION

SECTION 1

For the purpose of collective bargaining, the South Hadley School Committee (hereinafter referred to as the "Committee") recognizes the South Hadley Education Association, Massachusetts Teachers Association (hereinafter referred to as the "Association") as the exclusive representative of a unit consisting of:

	Department Chairpersons (High School)
	English
	Math
Athletic Director	Science
Director of Guidance and Counseling	Social Studies
Special Education Team Leaders	Foreign Language
	Fine & Performing Arts
	PE/Health
	Vocational Education
	Special Education

but excluding those employees in other units of the Association and all other employees

of the South Hadley Public School System.

## SECTION 2

Administrators who are employed less than full-time will have their salary and benefits prorated.

# ARTICLE XXVII SALARY PLACEMENT

## SECTION 1

The base salary of each department chairperson/director of guidance and counseling/special education team leader is listed in Appendix A. In addition, the department chairperson/director of guidance and counseling/special educator team leader shall be entitled to any applicable stipend set forth in Appendix A.

## SECTION 2

Whenever a department chairperson/director of guidance and counseling/special education team leader completes requirements for an advanced degree or completes course credits which affect salary and who shall notify the Superintendent in writing thereof by November 1<sup>st</sup> of the school year prior to his/her intent to complete the work needed to earn a degree related column movement on either August 1<sup>st</sup> or January 1<sup>st</sup>, whichever next follows receipt by the Superintendent of documents or other satisfactory proof of such completion, his/her compensation shall commence immediately. In order to obtain a salary increase pursuant to this Article, it shall be the duty of the department chairperson/director of guidance and counseling/special education team leader concerned to see that necessary documentary proof is furnished to the Office of the Superintendent.

## SECTION 3

Further, that whenever an administrator is appointed to a supplementary assignment, his/her compensation therefor shall commence immediately. In order to obtain salary increase pursuant to this Article, it shall be the duty of the administrator concerned to see that necessary documentary proof is furnished to the Office of the Superintendent.

## SECTION 4

An administrator who is assigned to undertake responsibilities of a principal for twelve (12) or more consecutive days will receive additional compensation retroactive to the first day of the assignment.

The twelve (12) day waiting period may be waived if a principal's absence will be longer than twelve (12) days and is known to the school system.

ARTICLE XXVIII  
EXPERIENCED ADMINISTRATORS

SECTION 1

The Superintendent when hiring an administrator in the bargaining unit, has the discretion to pay the administrator anywhere in the salary schedule within the degree range.

SECTION 2

The Superintendent may allow full credit to newly hired administrators for previous teaching experience.

ARTICLE XXIX  
LONGEVITY

SECTION 1

Employees hired as of September 1, 2014 shall be eligible for longevity increment upon completion of the number of years in accordance with the following:

10 years of service:	\$650
15 years of service:	\$1,200
20 years of service:	\$1,650
25 years of service:	\$2,500
30 years of service:	\$2,750

Up to five (5) years of public school experience outside the South Hadley Public Schools will be counted toward the longevity increment. Teachers will submit information pertaining to outside public school experience to the District no later than noon on Tuesday, September 2, 2014. The District will then verify the information.

Service for the above provision shall be based on longevity or continuous service.

ARTICLE XXX  
PAYROLL DEDUCTIONS

SECTION 1

The Committee will make available the current health insurance plans or equivalent coverages for all eligible employees and their eligible dependents. The Employer will continue to pay its current portion of each plan.

SECTION 2

Dues for the Association (local, state, and national levels) will be deducted from paychecks according to existing practice.

SECTION 3

If and when payroll facilities are available, the School Committee will deduct from the pay of employees, who authorize such deduction, equal amounts from each paycheck and transmit such monies to the Massachusetts Teachers Association Credit Union or the Chicopee Credit Union. Such deductions will continue until revoked by the employee, in writing, upon thirty (30) days notice.

SECTION 4

Payroll deductions will also be made for tax-sheltered annuity plan, Blue Cross and Blue Shield, life insurance and may be made for other types of benefits required by statute or approved by the School Committee.

Payroll deductions for tax shelter annuity and 403B plans will be in compliance with IRS regulations.

ARTICLE XXXI  
LEAVES OF ABSENCE

SECTION 1

All administrators returning from leaves of absence granted in this Article shall, upon written request dated no later than April 15th, be restored to the same position held at the time the leave was granted, if possible, or a similar administrative assignment.

All benefits to which an administrator was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon return. Sick leave, however, cannot accumulate during a special leave of absence.

## SECTION 2            Military Leave

Military leave will be granted according to the provisions of Chapter 33, Section 59 of the General Laws of the Commonwealth of Massachusetts.

## SECTION 3            Sabbatical Leave for Study or Travel

Administrators who have served seven (7) consecutive years in the South Hadley Public Schools may, upon approval of the Superintendent of Schools, be granted a leave of absence for one (1) academic year, for the purpose of further study or travel and subject to the following conditions:

- a. Not more than three (3) members of the administrative staff shall be absent on sabbatical leave at one time, during any one (1) academic year.
- b. The request for sabbatical leave must be received by the Superintendent, in writing, and in such form as may be required by the Superintendent, no later than March 1 of the school year preceding the school year in which the sabbatical leave is requested.
- c. An administrator on sabbatical leave shall be paid the lesser of one-half his/her annual salary or an amount which, when added to any program or foundation grant, exclusive of any reimbursed matriculation costs or fees and required text costs, equals his/her full salary. An administrator may be granted a sabbatical leave for one-half academic year and be paid the lesser of his/her full pay for the period of absence or an amount, when added to any program or foundation grant, exclusive of any reimbursement matriculation costs or fees and required text costs, equals his/her full salary.
- d. The administrator shall file with the Superintendent a written agreement to remain in the service of the Committee for two (2) full academic years, upon returning from his/her sabbatical leave. If the administrator chooses to leave the South Hadley Public School System prior to completing these two (2) years of service, he/she shall refund to the South Hadley School Department a sum of money to be determined as follows:

The amount of School Department money awarded the administrator during



his/her sabbatical leave, multiplied by a fraction, the denominator of which is 20 (based on 10 teaching months per academic year) and the numerator of which is the number of unfulfilled teaching months.

- e. Such study shall be directly related to the administrator's professional competence or field of teaching.
- f. Generally, the sabbatical leave shall be spent in approved travel or approved graduate study or research at an accredited, recognized institution and will be on a full time basis.
- g. Regular annual increments shall be given for the time of leave, the same as for regular service in the school system.
- h. Upon completion of the sabbatical leave, the administrator shall provide the School Committee with a formal report of his/her activities and studies, according to a format determined by the Superintendent.
- i. In case the number of applications shall exceed three (3), selections shall be made in accordance with the following principles:
  - 1. Priority of the application date.
  - 2. Length of the service in the South Hadley School System.
  - 3. Distribution by schools, care being taken that the number from any one school not be comparatively excessive.
  - 4. Provision that the benefits of sabbatical leaves of absence shall be distributed as fairly as possible among all grades and all supervisory positions.
  - 5. The nature of the proposed sabbatical study and research.
  - 6. The needs of South Hadley School System.

#### SECTION 4

The Superintendent's approval or disapproval of the application for sabbatical leave will be based on the following considerations:

- a. Recommendations by department heads or principals.

- b. Evidence of superior teaching or administrative competence.
- c. The educational benefits which the proposed leave would provide to the South Hadley School System.
- d. Length of service since the last sabbatical leave.

## SECTION 5            Parental Leave

Notwithstanding any of the above, parental leave will be granted, without pay, only to an administrator who has entered upon and completed ninety (90) calendar days of contractual service.

- a. A leave notice shall be processed through the Office of the Superintendent of Schools, at least four (4) weeks before anticipated date of departure. Tentative date of intention to return shall also be indicated at this time.
- b. An administrator who becomes pregnant may continue to work until the administrator requests relief from her duties or the Superintendent determines that the administrator's condition interferes with her carrying out her duties, based upon the recommendation of the administrator's attending physician.
- c. In the event of any unusual circumstances, the leave may be terminated prior to its expiration, upon four (4) weeks prior notification by the administrator to the Superintendent of Schools and written approval of the attending physician.
- d. An administrator who ceases working due to pregnancy shall be on automatic leave for a period up to fourteen (14) months after the date of birth of the child, unless the administrator wishes to wait until the beginning of the school year in the fall first following the expiration of said period. But in such event, the administrator shall give the Superintendent written notice of her intent to so extend the leave at least four (4) weeks prior to the expiration date of leave.
- e. An administrator will be returned to her regular administrative assignment, if possible, or a similar administrative assignment, after completion of such parental leave.
- f. At the expiration of the leave, the administrator will return to duty, or request leave under other provisions of this Contract, or submit a letter of resignation. The absence of any of the above actions will result in termination of employment.
- g. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are, for all job-related purposes, temporary

disabilities and should be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment. Upon submission of a physician's letter stating a period of temporary disability, the administrator will be able to draw on her accumulated sick leave.

- h. If the work year is interrupted by more than one-half (1/2) or more of the year, that year will not be considered for seniority purposes.

## SECTION 6            Jury Leave

An administrator actually serving on jury duty on a work day or who actually reports to the Court for jury service as required by said Court for any portion of a workday, shall receive his/her regular rate of pay for each day served, reduced by the amount of jury pay received from the Court. (Jury pay received for service on non-working days shall not be deducted from an administrator's pay.) Jury pay, however, shall not include any meal or travel expenses paid by the court. The normal pay of an administrator shall not be interrupted by jury duty; however, if the administrator has not reimbursed the Committee for jury pay received, the Committee shall deduct said amount from the final pay of that school year. The Association shall hold the Committee harmless for said deduction but reserves the right to process a grievance as to the amount of said deduction.

An administrator serving on jury duty will, upon request, furnish the Superintendent with information with respect to days actually served on jury duty, days or any portion of a day the administrator reported to the Court for service as required by the Court, and the amount of jury pay (not including meals or travel expenses paid by the Court) received from the Court.

An administrator on call for Jury Duty shall notify the Superintendent or his/her designee as soon as possible if he/she is scheduled to serve on jury duty the next day.

Whenever the jury duty service is for less than a half-day, then the administrator will be required to report to his/her regular assignment for the part of the day not on jury duty.

## ARTICLE XXXII SICK LEAVE

### SECTION 1

Sick leave shall include leave for personal illness, injury, or accident not rising out of or in the course of employment.

## SECTION 2

Illness shall also include illness of spouse and dependent children and dependent parents, but in no event will the School Committee pay more than ten (10) days sick leave in any one (1) year under this section.

## SECTION 3

- a. Sick leave for administrators who work two hundred four (204) or fewer days will be fifteen (15) days annually.
- b. Sick leave for administrators who work two hundred five (205) to two hundred twenty-four (224) days will be seventeen (17) days annually.
- c. Sick leave for administrators who work two hundred twenty-five (225) or more days will be eighteen (18) days annually.
- d. Sick leave not used in any year shall accumulate to a maximum of 184 days.

## SECTION 4

The Superintendent or designee, upon request, will be furnished with a doctor's certificate in the case of extended absences or unusual circumstances. The Superintendent or designee, upon request may require an administrator to furnish a doctor's certificate for any administrator absence in excess of a total of eight (8) days in a school year, or for any period of time for an absence covered by the FMLA.

## SECTION 5

In any case in which sick leave has been exhausted, pay reduction will be based on the per diem rate of the annual contracted salary, for each school day absent beyond the applicable limit.

## SECTION 6

Any full-time administrator under contract shall be entitled to all accumulated sick leave from the first day of the school year, even though he or she is unable to report for duty on the first day of school.

- a. However, in order for a newly hired administrator to be entitled to the fifteen (15) days sick leave or any part thereof, the administrator shall serve

fifteen (15) days in the school system, said service and sick leave benefits to have retroactive applicability to the first day of school, and,

- b. Present to the Superintendent or designee a doctor's certificate, in justification of his/her absence.

Said administrator shall be remunerated under the sick leave policy, at the earliest practical pay period following his/her return.

#### SECTION 7

An administrator hired as long-term substitute, or on a partial year contract, is entitled to one (1) day of sick leave, per month, accumulation for the term of service. Should this administrator return in the following school year as a full-time administrator, accumulated time will be carried into the new contract.

#### SECTION 8

In the event of situations not covered within this Article, administrators may request special consideration in writing of the Superintendent or designee.

### ARTICLE XXXIII PERSONAL DAYS

#### SECTION 1

Subject to the approval of the Superintendent or designee, two (2) personal days will be granted for the following reasons: personal, legal, or family matters. The Superintendent or designee, in granting such request, will require assurance from the administrator that this business cannot be handled at any other time than during school hours. Personal days will, if not used, accumulate as sick leave for all administrators except department chairs. Department chairs will follow the Unit A contract personal days language.

#### SECTION 2

Administrators who desire to be paid for religious leave must first use available personal days for such purpose and, thereafter with ten (10) days notice, may use up to two (2) accrued sick days for such purpose.

### ARTICLE XXXIV

## SPECIAL LEAVES

### SECTION 1

The Superintendent shall grant leaves of absence without pay or increment as follows:

- a. To an administrator for the purpose of caring for a sick member of his/her family, for a period not to exceed one (1) year.
- b. To any administrator whose sick leave has been exhausted, for such period as necessary to make a complete recovery.
- c. To any administrator who has served in the system for five (5) continuous years, for a period not to exceed one (1) year for health reasons. Such leave shall not affect his/her accumulated sick leave. Request for such leave shall be supported by appropriate medical evidence.

### SECTION 2

Nothing in this paragraph shall limit the discretion of the Superintendent to grant leaves of absence beyond the provisions hereof. Any employee granted a leave of absence under this section will not accrue seniority while on such leave.

### SECTION 3

Leaves under the provisions of this Article which are eligible for coverage under the Family and Medical Leave Act shall be regarded as both FMLA and contractual leave, and the more liberal of the provisions shall apply.

### SECTION 4

Leaves for medical purposes shall be limited to a one-year duration. No break in service shall take place during a granted leave of absence except as required by a reduction in force, non-renewal, or discharge.

### SECTION 5

Five (5) consecutive school days leave shall be granted without loss of pay or deduction from sick leave, immediately following the day of death on each occasion of death in the family including spouse, parent, child, brother or sister or any other person

residing within the household of the administrator.

Three (3) consecutive school days leave shall be granted without loss of pay or deduction from sick leave, immediately following the day of death, on each occasion of death in the family, including, grandchild, grandparent or in-law.

One day leave shall be granted in the case of the death of the following relations of the employee: aunt, uncle, nephew or niece.

ARTICLE XXXV  
MISCELLANEOUS

SECTION 1

The Superintendent of Schools will work with the principals to develop a procedure for appointing principal, acting principals in schools that have no assistant for times when the principal will be absent from his/her job for an extended period of time.

SECTION 2

In addition to the basic salary, administrative employees will be paid as follows:

Summer School Principal will be paid \$1,416.

SECTION 3

Authorized travel will be compensated at the School Committee mileage rate, upon proper presentation of vouchers.

SECTION 4           Special Needs Evaluation Meetings

Whenever possible and consistent with state and federal regulations, special needs core evaluation meetings will be held during regular work hours.

ARTICLE XXXVI  
JOINT LABOR-MANAGEMENT COMMITTEE (JLMC)

A Joint Labor-Management Committee (JLMC) will be formed with equal members from the Committee/Administration and the Association. This Committee will be used to facilitate and open dialogue over issues of concern. Both the district and Union can bring issues and speakers to the concerned issue. The Committee will meet at least quarterly to discuss on-going concerns, share discussions with the school committee if the concerns are within their purview. The committee will consist of designated union

members, district assigned members and school committee representative.

ARTICLE XXXVII  
HEALTHY ENVIRONMENT

Healthy Environment – The district will provide a safe and healthy workplace environment including water, air quality and work space conditions such as heating and cooling. Any other environmental health related concerns of the Association will be addressed by the superintendent and school committee. All testing and results should be shared with the Union.

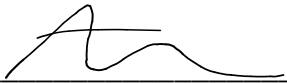
ARTICLE XXXVII  
ZIPPER CLAUSE

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and therefore agree that negotiations will not be reopened on any item, specifically covered by this Agreement, during the life of this Agreement. The above will not preclude the parties from mutually agreeing to reopen any item(s).

This Agreement shall continue in full force and effect from July 1, 2022 through June 30, 2025.

Unit “C” Negotiating Team Chairpersons:

School Committee Chairperson:

  
\_\_\_\_\_

  
\_\_\_\_\_


\_\_\_\_\_ 5/11/2023 \_\_\_\_\_

\_\_\_\_\_ 5/3/2023 \_\_\_\_\_

Date

\_\_\_\_\_  
Date

President S.H.E.A.

  
\_\_\_\_\_

\_\_\_\_\_ 5/4/2023 \_\_\_\_\_



Date

## APPENDIX A

### I. SALARY PLACEMENT

The salary placement of each department chairperson, director of guidance and counseling, and special education team leader will be set at the time of initial appointment considering relevant earned degrees and years of comparable public educator experience as determined by the Superintendent; provided however, that a department chairperson, director or guidance and counseling, special education team leader who is expected to complete requirements for an advanced degree or to complete credits which affect salary, and who shall notify the Superintendent in writing thereof by November 1<sup>st</sup> of the preceding school year prior to his/her intent to complete the work needed to earn a degree related column movement on either August 1<sup>st</sup> or January 1<sup>st</sup>, whichever next follows receipt by the Superintendent of documents or other satisfactory proof of such completion, and provided further that whenever a department chairperson, director or guidance and counseling, or special educator team leader is appointed to a supplementary assignment, his/her compensation therefor, shall commence immediately. It shall be the duty of the department chairperson, director of guidance and counseling, or special education team leader to see that necessary documentary proof is furnished to the Office of the Superintendent.

For the purpose of determining a per diem rate for department chairpersons, director of guidance and counseling, and special education team leader positions, the following formula shall be used:

- A. The Unit C salary is divided by 184 days to result in a per diem rate.

#### Responsibility Stipends

Added to each department chairperson's salary, there shall be a responsibility stipend of \$4,373.56. The Director of Guidance and Counseling will receive a stipend of \$5,466.41 added to their salary.

### II. ATHLETIC DIRECTOR

#### A. Base Salary

1. For directors, the minimum salaries shall be at the appropriate step on the salary schedule:

**SALARY SCHEDULES - UNIT C ADMINISTRATORS**  
(7/1/22-6/30/2025)

<b>UNIT C - SALARIES</b>	<b>STEPS</b>	<b>7/1/22</b> (2%)	<b>7/1/23</b> (2.5%)	<b>7/1/24</b> (3%)
Director of Athletics	1	\$87516.85	\$89704.77	\$92395.91
204 days	2	\$90143.78	\$92397.37	\$95,169.29
	3	\$92847.99	\$95,169.19	\$98,024.26
	4	\$95630.52	\$98,021.28	\$100,961.92

**DEPARTMENT CHAIRS / TEAM LEADER /  
DIRECTOR OF GUIDANCE & COUNSELING  
BASE SALARY SCHEDULES**

2022-2023 (+2%)

<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>CAGS</b>	<b>DOC</b>
1	\$50,422	\$52,047	\$54,321	\$55,455	\$57,725	\$59,433	\$61,145
2	\$52,291	\$53,933	\$56,213	\$57,353	\$59,638	\$61,343	\$63,047
3	\$54,311	\$55,971	\$58,241	\$59,383	\$61,658	\$63,368	\$65,086
4	\$56,516	\$58,195	\$60,463	\$61,604	\$63,898	\$65,567	\$67,307
5	\$58,719	\$60,424	\$62,711	\$63,844	\$66,109	\$67,826	\$69,530
6	\$60,914	\$62,639	\$64,919	\$66,061	\$68,331	\$70,042	\$71,756
7	\$63,735	\$64,869	\$67,151	\$68,289	\$70,566	\$72,278	\$73,972
8	\$66,423	\$67,403	\$69,379	\$70,512	\$72,785	\$74,493	\$76,198
9	\$67,751	\$68,750	\$72,102	\$73,069	\$75,003	\$76,716	\$78,423
10	\$69,106	\$70,128	\$73,549	\$74,954	\$77,772	\$79,494	\$80,655
11	\$70,828	\$71,881	\$75,015	\$76,451	\$79,329	\$81,083	\$83,452
12	\$72,245	\$73,319	\$76,886	\$78,358	\$80,914	\$82,703	\$85,118
13			\$78,423	\$79,925	\$82,937	\$84,768	\$86,817
14					\$84,595	\$86,462	\$88,984
15							\$90,764

2023-2024 (+2.5%)

<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>CAGS</b>	<b>DOC</b>
1	\$51,682	\$53,348	\$55,679	\$56,842	\$59,168	\$60,919	\$62,674
2	\$53,598	\$55,282	\$57,618	\$58,787	\$61,129	\$62,877	\$64,623
3	\$55,669	\$57,371	\$59,697	\$60,867	\$63,200	\$64,952	\$66,714
4	\$57,928	\$59,650	\$61,974	\$63,144	\$65,496	\$67,206	\$68,989
5	\$60,187	\$61,935	\$64,279	\$65,440	\$67,762	\$69,521	\$71,268

6	\$62,437	\$64,205	\$66,542	\$67,713	\$70,040	\$71,793	\$73,550
7	\$65,328	\$66,491	\$68,829	\$69,996	\$72,330	\$74,085	\$75,822
8	\$68,084	\$69,088	\$71,114	\$72,275	\$74,605	\$76,355	\$78,103
9	\$69,445	\$70,468	\$73,904	\$74,896	\$76,879	\$78,634	\$80,384
10	\$70,834	\$71,881	\$75,388	\$76,827	\$79,716	\$81,481	\$82,671
11	\$72,599	\$73,678	\$76,890	\$78,362	\$81,313	\$83,110	\$85,538
12	\$74,052	\$75,152	\$78,808	\$80,317	\$82,937	\$84,771	\$87,246
13			\$80,384	\$81,923	\$85,010	\$86,887	\$88,988
14					\$86,710	\$88,624	\$91,209
15							\$93,034

2024-2025 (+3%)

STEP	BA	BA+15	MA	MA+15	MA+30	CAGS	DOC
1	\$53,233	\$54,949	\$57,350	\$58,547	\$60,943	\$62,746	\$64,554
2	\$55,206	\$56,940	\$59,347	\$60,551	\$62,963	\$64,763	\$66,562
3	\$57,339	\$59,092	\$61,487	\$62,694	\$65,096	\$66,900	\$68,715
4	\$59,666	\$61,439	\$63,834	\$65,039	\$67,461	\$69,222	\$71,059
5	\$61,993	\$63,793	\$66,207	\$67,403	\$69,795	\$71,607	\$73,406
6	\$64,310	\$66,132	\$68,538	\$69,744	\$72,141	\$73,947	\$75,757
7	\$67,288	\$68,485	\$70,894	\$72,096	\$74,500	\$76,307	\$78,096
8	\$70,126	\$71,161	\$73,247	\$74,443	\$76,843	\$78,646	\$80,446
9	\$71,528	\$72,582	\$76,121	\$77,143	\$79,185	\$80,993	\$82,795
10	\$72,959	\$74,038	\$77,649	\$79,132	\$82,108	\$83,926	\$85,151
11	\$74,777	\$75,889	\$79,197	\$80,713	\$83,752	\$85,603	\$88,104
12	\$76,273	\$77,407	\$81,172	\$82,726	\$85,425	\$87,314	\$89,864
13			\$82,795	\$84,380	\$87,560	\$89,493	\$91,657
14					\$89,311	\$91,283	\$93,945
15							\$95,825

Note:

Unit C Department Heads work a 186 day year. They will receive two days of per diem on top of their base salary.

The Director of Guidance and Counseling will be allowed to work up to 13 additional per diem days annually to complete his/her work outside the standard school contract. These dates need to be pre-approved by the principal or Superintendent.

**B. Experience Step Increases**

This Agreement provides for up to four (4) step increases for directors and assistant principals. Each step increase equals 3% and represents credit for one year of experience.

III. SALARY PAYMENT SCHEDULE

- A. Administrators employed on a school year basis shall have their salary paid in twenty-six (26) equal installments. These payments will be paid every two (2) weeks.

## APPENDIX B

The requirements for obtaining status for a Masters+ 15/30 will be as follows:

- A. That the fifteen (15) or thirty (30) hours at the graduate level will be at an accredited college or university.
- B. That these credits (A) must be in addition to those used for teacher certification under the existing law, Chapter 71, Section 38G.
- C. That courses must be in the administrator's instructional field at the time taken or be of benefit to an administrator by improving and/or broadening his/her knowledge of specific and general educational practice.
- D. That:
  - 1. Courses or credits may be earned after the administrator has completed all the requirements for a Masters Degree.
  - 2. Courses not included in a Masters program and not used as specified in B, above, but taken prior to or during a degree program, may be counted.
  - 3. Courses taken prior to a Masters degree must be taken within a time span of not more than six (6) years. The six years shall commence with the starting month of the first course and end with the Superintendent's approval of the last.
- E. That courses be taken to fulfill requirement (C) must be presented for the Superintendent's approval in advance of undertaking same. Forms for this purpose shall be made available by the Superintendent, at the request of the administrator.
- F. That new administrators to the system, at their request, shall have their transcripts reviewed by the Superintendent and shall be told, prior to or at the time of election, how many graduate credits will be accepted. The criteria for acceptance shall be the same as stated above. This refers only to the graduate credits earned prior to employment in the South Hadley School System.

