

**AGREEMENT**

Between The

**LONGMEADOW SCHOOL COMMITTEE**

and

**LONGMEADOW EDUCATION ASSOCIATION, UNIT B  
MASSACHUSETTS TEACHERS ASSOCIATION**

July 1, 2018 - June 30, 2021

**LONGMEADOW PUBLIC SCHOOLS**  
Longmeadow, Massachusetts

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This AGREEMENT is made and entered into by and between the Longmeadow School Committee (hereinafter referred to as the Committee) and the Longmeadow Education Association, Massachusetts Teachers Association, Unit B (hereinafter referred to as the Association.)

## ARTICLE I

### PREAMBLE

It is the intent of the Association and the Committee to continue their harmonious relations and to promote mutual cooperation and understanding.

Recognizing that our prime purpose is to provide the highest quality education possible for the children of Longmeadow, and that good morale among the administrators of Longmeadow is essential to the achievement of that purpose, we, the undersigned parties to the Agreement, declare that:

- A. Under the law of Massachusetts, the Committee, elected by the citizens of Longmeadow, has responsibility for establishing the educational policies of the public schools of Longmeadow;
- B. The Superintendent of Schools and where applicable Principals have responsibility for carrying out the policies so established;
- C. The Administrators will assist and counsel the School Committee, the Superintendent, and where applicable the Principals in their responsibilities;
- D. The Administrators of the public schools of Longmeadow have responsibility for providing education of the highest possible quality;
- E. Fulfillment of these respective responsibilities can be facilitated and supported by consultation and free exchange of views and information among the Committee, the Superintendent, where applicable the Principals, and the Administrators in the formulation and application of policies relating to wages, hours, and other conditions of employment for the Administrators; and so,
- F. To give effect to these declarations, the following principles and procedures are hereby adopted.



## ARTICLE II

### RECOGNITION

For purposes of collective bargaining with respect to wages, hours, standards of productivity and performance, and other terms and conditions of employment, the Committee recognizes the Association as the exclusive representative of the professional employees of the Longmeadow Public Schools as listed below. Only those professional employees so listed, whether employed full time or part time, are covered by the terms of this Agreement.

1. Assistant Principals
2. Athletic Directors

Unless otherwise indicated, the employees in the above unit will hereinafter be referred to as the "Administrator(s)."

## ARTICLE III

### REDUCTION IN FORCE OF ADMINISTRATORS WITH PROFESSIONAL TEACHER STATUS (P.T.S.)

#### **A. Reduction of Administrators with P.T.S.**

In the event it becomes necessary to reduce the number of Administrator(s) with P.T.S. included in the bargaining unit defined in Article II, "Recognition," the Committee will take into consideration seniority, ability, and qualifications; and when all the factors that constitute ability and qualifications are relatively equal, seniority shall prevail. The laid-off Administrator(s), or the Administrator(s) whose position is eliminated shall be offered, first a position in the administrative ranks, provided the individual has a greater length of service in the Longmeadow Public Schools within his/her present classification or in his/her prior classification than the least senior Administrator (within those classifications) has in the Longmeadow Public Schools; second, shall be given preference for an open position of equal or less classification in Unit B, for which he/she is qualified; third, the Administrator may have the seniority and related rights which may be provided, from time to time, in the Agreement between the Committee and the Longmeadow Education Association (Unit A). "Seniority" refers to an Administrator's length of continuous service, from the last date of employment, including any time spent on any leave of absence provided for in this Agreement.

Administrators who may be laid-off as a consequence of a reduction in force must be so notified in writing no later than two (2) weeks after the approval of the School Department budget by the Town Meeting, in the school year preceding the year in which the reduction will take effect. Administrators who will be laid-off will be notified of the layoff, in writing, not later than June 15 the school year preceding the 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 as of the effective date of the layoffs, but under no circumstances more than two (2) years. During the recall period, Administrators shall be notified by certified mail to the last address of record, and given preference for positions as they develop

in the inverse order of their layoff. All benefits to which an Administrator was entitled at the time of the layoff shall be restored in full upon re-employment within the recall period. During the recall period, Administrators who have been laid-off shall be given every consideration for substitute work, if they so desire.

A list specifying the seniority of each member of the Association shall be prepared by the committee and forwarded to the President of the Association within thirty (30) days following the execution of the Agreement. An updated "Seniority List" shall be supplied by the Committee annually thereafter.

## ARTICLE IV

### SCHOOL COMMITTEE RESPONSIBILITIES

The Committee is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts, and nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty conferred upon the Committee by statute or any rule or regulation of any agency of the Commonwealth. All of the rights, powers, and authority held by the Committee are retained by the Committee, except as provided for in this Agreement or any supplement thereto, and to exercise of said rights, powers and/or authority shall not be subject to the grievance procedure and/or arbitration.

## ARTICLE V

### SALARIES

The salary schedules for all administrators covered by this Agreement are set forth in Appendix "A" which is attached hereto and made part hereof.

## ARTICLE VI

### APPOINTMENTS AND VACANCIES

#### A. Election and Contracts

As provided by law, the Superintendent, or where applicable the Principal subject to the review and approval of the Superintendent, shall elect and contract with all Administrators. The Committee affirms its belief that high quality personnel are necessary for educational excellence. In order to attract and retain capable people, the committee intends to provide the best working conditions possible.

#### B. Vacancies

Whenever any vacancy in a professional area occurs during the school year, it will be adequately publicized by the Superintendent by means of a notice sent to each school. During the summer months, written notice of any vacancy will be sent to the President of the Association. In all situations, the qualifications for the position, its duties and the rate of compensation will be set forth. All vacancies will be publicized at least two (2) weeks before the position is filled. The method and time limit of making application will be specified in the notice. When people

presently in the system apply for vacancies that occur, all other factors being equal, preference will be given to administrators in the Longmeadow Public Schools.

**C. Part-Time Positions**

Part-time administrators may be hired to fill part-time positions. However, two or more part-time administrators will not be hired to fill full-time positions except in unusual case where unique qualifications are required and are unavailable in a full-time applicant.

**ARTICLE VII**

**ASSOCIATION PRIVILEGES**

Administrators designated by the Association shall be granted Association leave with pay to attend M.T.A. and N.E.A. meetings, subject to the following conditions:

- a. Such leave days shall not exceed an aggregate total of six (6) days in any one year.
- b. The Committee is not responsible for any expenses (e.g. travel or lodging) associated with leave for the benefit of the Association.
- c. The Association designees shall notify the Superintendent of their intent to attend such meetings at least five (5) days prior to their absence whenever practicable.

With regard to issues raised by the Unit B, the Chairman of the Unit B will be permitted to attend all arbitrations, fact-finding proceedings, et.al., without loss of pay.

The Committee will grant no more than a total of five (5) scheduled school days off with pay, per school year. To be used for additional administrators, designated in writing by the Association, to attend arbitrations, fact-finding proceedings, et. al., irrespective of the number of such proceedings. These days shall be non-cumulative and shall be subject to the following conditions and limitations:

- a.
  1. The number of Administrators may not exceed two (2) Administrators per day.
  2. Any Administrator designee in excess of three (3) will receive no pay.
- b.
  1. Should additional days be necessary beyond five (5), the entry level rate of pay for a teacher substitute, will be deducted from each Administrator designee, except as provided in b.2. below.
  2. For any days in excess of ten (10), the Administrator designees will receive no pay.

**ARTICLE VIII**

**WORK YEAR**

The work year for Administrators covered by this agreement will be twelve (12) months except that an Administrator hired prior to July 1, 2015 will be entitled to 35 vacation days to be scheduled subject to the approval of the Superintendent or their designee. An administrator hired as of July 1, 2015 will be entitled

to 25 vacation day to be scheduled subject to the approval of the Superintendent or their designee.

For all Administrators, up to five (5) of the vacation days stated above may be used on days when school is in session. Additional vacation days above the five (5) may be used on days when school is in session with prior written approval of the Superintendent or their designee.

For all Administrators, up to ten (10) days of vacation may be carried over in any year at the option of the individual Administrator. These ten (10) days should be from those earned in the immediate prior year. Carryover vacation days do not accumulate from year-to-year; thus, any carryover vacation days that are not utilized by June 30<sup>th</sup> of the carryover year will be forfeited.

For all Administrators, the work year includes twelve (12) recognized holidays when an Administrator is not expected to report to work, unless there is an emergency. The following is a list of recognized holidays:

New Year's Day, Martin Luther King Jr. Day, President's Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day following Thanksgiving, and Christmas Day.

Additionally, during the work year, when the observance of Rosh Hashanah, Yom Kippur and Good Friday fall on a work day, an Administrator is not expected to report to work.

## ARTICLE IX

### ADMINISTRATOR ASSIGNMENT AND TRANSFER

#### A. Assignment

In order to assure that schools are led by Administrators working within their areas of competence, Administrators will not be assigned, except temporarily and for good cause, outside the scope of their certificates.

#### B. Inter-School Travel

In arranging schedules for Administrators who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Administrators will be notified of any changes in their schedules as soon as possible. All Administrators will be reimbursed at the current mileage rate in fulfillment of their official duties. Mileage may be submitted on a quarterly basis.

#### C. Transfer

1. When the reduction in the number of Administrators is necessary, or when a transfer within the district is necessary, and when all factors that constitute ability and qualifications are relatively equal, then volunteers will be transferred first.
2. When involuntary transfers from school to school are necessary, an Administrator's ability, seniority in the Longmeadow Public Schools, and length of service in the



specified grade level will be considered in determining which Administrator will be transferred. An involuntary transfer will be made only after a meeting between the Administrator involved and the Superintendent or his designee, at which time the Administrator will be notified of the reasons for the transfer. An involuntary transfer cannot be voided or changed by an arbitrator unless it is found to be arbitrary, capricious, or without a basis in fact.

3. When an Administrator is notified of an involuntary transfer, the Administrator may submit to the Superintendent, within four (4) days of such notice, the Administrator's preference for up to three (3) positions in the school system. When an Administrator is assigned through an involuntary transfer, the Administrator will be assigned first at the level for which he or she was initially employed, is employed at the time, or has worked in the system within the prior five (5) years, if there is an opening. When all factors that constitute ability and qualifications are relatively equal, assignments will be made in accordance with the Administrator's expressed preferences. When there is a conflict among the preferences of two or more Administrators whose qualifications and ability are relatively equal, such assignments will be made on the basis of seniority.
4. Notice of transfer will be given as soon as possible, but under normal circumstances by June 1st of the preceding school year.
5. An Administrator who desires a transfer may submit a written request to the Superintendent stating the assignment being requested. Such a request must be submitted between September 1<sup>st</sup> and February 1<sup>st</sup> of each school year to be considered for the following school year. Each request for transfer must be renewed during each school year.

**D. Promotion**

When a member of Unit B is promoted within the unit, the new salary will be determined as follows:

The promoted employee will be placed on that step of the new salary scale which is just higher than his/her current salary and then advanced one step. If, in the judgment of the Superintendent, the experience of the employee justifies further advancement, the employee may be advanced one additional step on the salary scale.

**ARTICLE X**

**NON-P.T.S./P.T.S., EVALUATIONS AND PERSONNEL ACTIONS**

In accordance with law, Administrators shall have non-P.T.S. for a period of three year in the Longmeadow Public Schools unless P.T.S. is achieved earlier as allowed by law. Satisfactory performance as Administrators, as indicated by their periodic evaluations by the Superintendent, shall be the basis for continued employment subject to other provisions of this Agreement.

**A. Evaluations**

*Replace with New, agreed upon evaluation instrument.*

**C. Review of Personnel Files**

Administrators will have the right, upon request, to view the contents of their personnel files. An Administrator will be entitled to have a member of the Association accompany him/her during such a review.

**D. Personnel Files - Contents**

No material originating after original hiring which is derogatory to an Administrator's conduct, service, character, or personality will be placed in his/her personnel file unless the Administrator has had the opportunity to review the material. The Administrator will also have the right to submit a written answer to such material and his/her answer will be reviewed by the Superintendent and attached to the file copy.

**E. Notice of Complaint**

Any complaint affecting the Administrator's professional integrity made to any superior member of the Administration by any parent, student or other person will be called promptly to the attention of the Administrator when in the judgment of the Superintendent and/or where applicable the Principal the complaint merits it. No complaint will be the basis for any action by the Superintendent or where applicable the Principal unless such complaint has been brought to the attention of the Administrator.

**F. Delinquency of Professional Performance**

The Association recognizes the authority and responsibility of the Superintendent or where applicable the Principal to discipline or reprimand an Administrator for delinquency of professional performance. If an Administrator is to be disciplined or reprimanded he/she will be entitled to have a representative of the Association present.

**G. Discipline and Discharge**

No Administrator will be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. The right to discharge a non-P.T.S. Administrator because of unsatisfactory work performance will be within the sole discretion of the Superintendent, or where applicable the Principal, subject to the review and approval of the Superintendent, as will the determination as to what constitutes unsatisfactory work performance. Any such actions by the Superintendent or Principal will be in accordance with applicable state law.

## ARTICLE XI

### STRIKES

During the term of this Agreement, or any amendment thereto, the Association shall not cause or sponsor, and no Administrator shall cause or participate in any strike or work stoppage. The Association will take all reasonable steps to end any violation of this Article by individual Association members. If the Association disclaims in writing to the Committee responsibility for any acts of individual Association members prohibited hereby, it shall not be liable in any way therefore. Administrators who participate in any such acts may be disciplined or discharged without recourse to arbitration, except as provided by law, provided, however, that the question of their participation shall itself be subject to the grievance and arbitration procedure.

## ARTICLE XII

### PROFESSIONAL GROWTH

All Administrators shall be encouraged to participate beyond their regularly assigned duties in activities which increase professional competence.

#### A. Required Courses

Administrators are required within each three-year period to complete successfully an approved two credit hour in-service course or workshop, or, at their own expense, a two credit hour graduate or non-graduate course. If prior approval of the Superintendent is secured, an Administrator may meet this course requirement by:

1. Successfully teaching a recognized college credit course or an approved in-service course or workshop; or
2. Meeting approved equivalent education travel requirements of Section C of this Article.

Courses or workshops required by the state or School Committee, exclusive of those required to gain or maintain professional certification, will either be offered by the School Committee at no cost to the individual, or, with the approval of the Superintendent, may be taken elsewhere, with tuition reimbursement provided up to the credit hour rate in effect at the time at the University of Massachusetts.

Failure to meet the requirements above make an Administrator ineligible for further salary increments until the requirements are successfully met.

Administrators who have taken 30 credit hours of graduate level courses beyond the Master's Degree or have twenty-five (25) years of teaching experience, at least fifteen (15) of which are in the Longmeadow Public School System, are exempt from this requirement.

All Administrators are encouraged to take subject matter courses when available and appropriate to their assignment.

**B. Advancement on Salary Schedule**

Normally, only approved graduate courses or an approved in-service course or workshop will be recognized for advancement to the next higher salary schedule. Exceptions may be made, however, where an undergraduate course clearly will benefit the Administrator in his/her work. In unusual circumstances, other specialized study may be given credit upon special approval in advance by the Committee. Changes in salaries due to advanced study will be made twice a year, each September and February, only as a result of Administrator claims substantiated by college records, or in-service course verification, or successful completion of approved specialized study.

Written approval of courses may be requested on forms to be available in each school or in the Superintendent's Office.

When successfully completed college courses are to be used as the basis of movement from one salary schedule to the next, the Administrator must furnish the Superintendent's Office with an official transcript of the completed courses.

College credits obtained before receipt of a Master's Degree may not be counted for schedules beyond the Master's Degree.

**C. Educational Travel for Credit**

Duplicate, completed application forms must be submitted to and approved by the Superintendent before the trip is undertaken. The application must be accompanied by evidence that the trip is equivalent to a course offered for college credit.

Two credits, for salary increment only, may be allowed for approved trips. Travel duration shall be for a minimum of four weeks.

Before credit is allowed, and before the November 1 following the trip, the applicant must submit the following items to the Superintendent:

1. A short summary of the trip.
2. A statement that the trip has provided tangible evidence of potential benefit to the school system (e.g. in-service course).

When these conditions are met, any advancement on the salary schedule shall be retroactive to the start of the school year.

**D. Reimbursement for Attendance at Professional Meetings**

The School Committee accepts financial responsibility for the cost of one state and one national association conference and membership for each unit member.

1. Administrators will be reimbursed for the reasonable expenses (including fees, meals, lodging and transportation) incurred by them when they attend workshops, seminars, conferences, or other professional improvement sessions at the request and/or with the advance approval of their Principal and/or Superintendent. If

personal vehicle is used, payment will be made in accordance with Article IX, Section B., Inter-School Travel.

2. In granting absences under this section, special consideration will be given to the department and school level representatives and Administrators who hold office in professional organizations.

*Delete this section and revisit when new Department of Elementary and Secondary Education regulations regarding feedback for evaluations is finalized.*

### ARTICLE XIII

#### SALARY CHECKS, DEDUCTIONS AND OTHER BENEFITS

In cooperation with the Town Treasurer, salary checks will be issued bi-weekly.

A. Dues

The Association will certify to the Committee in writing the current rates of membership dues of the following associations:

Longmeadow Education Association  
Massachusetts Teachers' Association  
National Education Association

The Association will also certify in writing to the Committee any changes in the rates of membership dues of any of these associations thirty (30) days prior to the effective date of such change.

Since a by-law of the Association requires unified membership in the above associations, the Committee agrees to make one all inclusive dues deduction in equal installments from each pay check during the year for the above associations' dues as a Teacher individually and voluntarily authorizes the Committee through the Association to deduct. The Town Treasurer will be requested to transmit the monies deducted promptly to a bonded member of the Association.

When membership and/or dues changes in the above associations are desired by a Teacher, the Association will provide the Superintendent's Office with a deduction authorization form signed by the Teacher indicating said changes in membership and/or dues. Normally, these forms will be given to the Superintendent's Office two (2) weeks prior to the close of school in June preceding the school year when they become effective. No later than October 15th of each year, the Association will provide the Superintendent's Office with a list covering the deduction authorization forms (attached to this list) for those Teachers who have voluntarily authorized the Committee to deduct dues for the above associations.

B. Fair Share

[This Section Intentionally Left Blank]



C. Group Health and Accident Insurance

All arrangements for a Teacher to participate in group hospital, surgical, and health plans through payroll deductions will be made by the Teacher through the Town Office. The Town of Longmeadow will pay one-half of the cost of the Municipal Employees' Massachusetts Blue Cross, Inc. - Massachusetts Medical Services policy. Deductions for Group Health and Accident Insurance will be made in equal installments from each pay check during the year.

D. Group Life Insurance

All arrangements for a Teacher to participate through a payroll deductions in a \$2,000 Group Life Insurance Policy will be made by the Teacher through the Town Office. The Town of Longmeadow will pay one-half the cost of this policy. Deductions for Group Life Insurance will be made in equal installments from each pay check during the year.

E. Disability Insurance

All arrangements for a Teacher to participate in Disability Insurance through payroll deductions will be made by the Teacher through the Town Office. Deductions for Disability Insurance will be made in equal installments from each pay check during the year.

F. Credit Unions

All arrangements for a Teacher to participate in a credit union through payroll deductions will be made by the Teacher through the credit union offices.

G. Tax Sheltered Annuities

All arrangements for a Teacher to participate in Tax Sheltered Annuities through payroll deductions will be made by the Teacher. Deductions for Tax Sheltered Annuities will be made in equal installments from each paycheck during the year.

H. United Way and/or Combined Health Appeal

All arrangements for a Teacher to participate in United Way and/or Combined Health Appeal contributions through payroll deductions will be made by the Teacher through the respective fund. Deductions for the United Way and/or Combined Health Appeal will be made in twenty-six (26) equal installments from each paycheck starting with the first pay period in January.

I. Conditions of Deductions

1. The Committee will not be required to make any deductions covered under Section B, C, D, and E, above, unless the Town Office furnishes written evidence of a Teacher's authorization for said deductions to the Superintendent's Office thirty (30) days prior to the issuance of paychecks.
2. The Committee will not be required to make any deductions covered under Section F, above, unless the Credit Union offices furnish written authorization for said deductions to the Superintendent's Office thirty (30) days prior to the issuance of paychecks.

3. The Committee will not be required to make any deductions covered under Section G, above, unless the Teacher submits a completed application form authorizing said deduction, to the Superintendent's Office. The same conditions will prevail if the Teacher wishes to increase or decrease the amount of his/her Tax Sheltered Annuity. A minimum of four (4) weeks' written notice must be given to the Superintendent's Office if the Teacher wishes to cancel his/her Tax Sheltered Annuity.
4. The Committee will not be required to make any deductions covered under Section H, above, unless the Teacher submits written authorization for said deductions to the Superintendent's Office by October 15th of each year.

**J. Tuition Charge**

The Longmeadow School Committee agrees to waive tuition for each child (natural, adopted, or step) residing in the household of a non-resident Teacher. This waiver is not to exceed the average per pupil cost per year in the system.

Prior to seeking initial admission of a non-resident child/children and annually thereafter, each non-resident Teacher shall apply for all available School Choice vacancies in the Longmeadow Public Schools. For the purpose of the prior sentence, non-resident Teacher shall include all Teachers residing in the Commonwealth of Massachusetts who do not reside in the Town of Longmeadow.

**ARTICLE XIV**

**ABSENCES**

**General**

Absences, unlike leaves, occur more or less unexpectedly and are usually for short periods of time, often only one day.

When an Administrator is able to anticipate an absence, he/she should discuss the situation in advance with his/her Program Manager, Principal, or the Superintendent and secure permission before taking such absence. Any request for the extension of absence beyond the time originally agreed to must be with the approval of the Superintendent.

**Pay Deductions of Absences**

For absences not specifically listed in Sections A through H of this Article, deductions will be made on a per diem basis (1/260<sup>th</sup>) of the annual salary. For absences specifically listed in Sections A through H of this Article, no days will be deducted from the sick leave, except in accordance with the individual provisions listed.

**A. Personal Illness**

**1. General**

In the event that it is necessary to be absent from duty because of personal illness, continuance of salary will be based upon a schedule determined by length of service.

2. Sick Leave

Sick leave is provided only for bona fide personal illness, injury or other medical disabilities. Reports and statements from the Administrator and a physician certifying the Administrator's inability to perform the duties of his or her position for the sick days claimed may be required for each absence for which sick pay is claimed, and will be required for each such absence of six (6) days or more. The School Committee reserves the right to request that an Administrator be examined by a physician of the Committee's choice at the Committee's expense as a condition of payment for or continuation of sick leave.

In administering this schedule, it shall be understood that any sickness or illness which has occurred beyond a five (5) year period prior to the commencement of any illness will be disregarded in applying the schedule. Any time lost because of illness during the five (5) year period just prior to an absence on account of illness will be deducted in determining the amount of time available with pay.

3. The Schedule

<u>Sickness After Service Of</u>	<u>Full Salary</u>	<u>One-Half Salary</u>
Less than 1 year	4 weeks	7 weeks
1 year	6 weeks	11 weeks
2 years	8 weeks	13 weeks
3 years	10 weeks	15 weeks
4 years	11 weeks	17 weeks
5 years	13 weeks	18 weeks
6 years	15 weeks	19 weeks
7 years	17 weeks	20 weeks
8 years	20 weeks	21 weeks
9 years	22 weeks	22 weeks
10 years	24 weeks	23 weeks
11 years	26 weeks	21 weeks
12 years	28 weeks	19 weeks
13 years	30 weeks	17 weeks
14 years	33 weeks	14 weeks
15 years	35 weeks	12 weeks
16 years	37 weeks	10 weeks
17 years	39 weeks	8 weeks
18 years	41 weeks	6 weeks
19 years	44 weeks	3 weeks
20 years	47 weeks	0 weeks

4. Supplemental Sick Leave

If an Administrator with more than twenty (20) years of service with the Committee exhausts all of his/her sick leave available in any fiscal year according to the schedule, that Administrator shall be credited, at the commencement of the immediately following fiscal year, with the amount of "Full Salary" sick leave available to a new employee. Such an Administrator shall continue to accrue "Full Salary" sick leave benefits in succeeding years until such time as the Administrator's sick leave benefits computed in accordance with paragraph C., above, exceeds the amount of supplemental sick leave benefits provided in this paragraph. Thereafter, sick leave benefits shall resume as provided in paragraph C, above.

5. Sick Leave Bank

- a. Any Administrator may join the sick leave bank by contribution one day to the bank. Thereafter, Administrators may be asked to contribute up to five days per year into the sick leave bank, for the benefit of Administrators.
- b. The sick leave bank may accumulate up to a maximum of sixty (60) days.
- c. Administrators who have used up all of their sick leave may apply for sick leave up to a maximum of 60 days per year.
- d. The Superintendent and two representatives designated by the Association will evaluate the needs of an Administrator for additional sick leave based upon medical reports and other relevant information, and will determine the assessment of days as described in paragraphs A and E.
- e. Payment out of the sick leave bank will be at full salary for all Administrators.
- f. Any diminution of the days in the sick leave bank will be replenished only if the bank is about to be accessed.

6. Worker's Compensation

Upon those occasions when an Administrator receives a direct salary compensation check from the Worker's Compensation Insurance Policy as provided by the Town, for an injury sustained during his/her normal work day, the amount of that compensation check shall be deducted from the regular salary check (or sick leave compensation) the Administrator is entitled to under the above schedule.

Whenever an Administrator is absent from school as a result of injury caused by an assault arising out of and in the course of his/her employment, and in circumstances in which the Administrator is blameless, he/she shall be paid his/her full salary (less the amount of any Worker's Compensation payment) for the same period of such absence as is covered under Worker's Compensation up to a maximum of one year, without having such absence charged to the annual sick leave or accumulated sick leave.

B. Family Illness

General

Up to a total of five days with pay during the school year shall be allowed for illness in the "immediate family" where it becomes necessary for the Administrator to assist in the care of those immediate family members who are ill. These five days shall be deducted from the accumulated total of "personal illness" days to which the Administrator has become eligible. If the Administrator is absent more than five days due to family illness, the entry level pay of a teacher substitute shall be deducted from the Administrator's salary, but the additional days beyond five shall not be deducted from the personal sick leave.

Not more than thirty (30) days total may be allowed under this policy during any one school year. Full pay shall be deducted from the absent Administrator's salary at the rate of one two-hundred-sixtieth (1/260) of the annual salary for each day's absence after thirty (30) days.

#### Immediate Family

As used in this Article XIV(B), only, immediate family shall include an Administrator's spouse, children, or parents, wherever such relatives reside, and, in addition, an Administrator's brothers, sisters, grandparents, parents-in-law, if such relatives reside in the Administrator's household. The Superintendent, in his/her sole discretion, on a case-by-case basis may waive the requirement that such relative be residing in the Administrator's household. Such decision by the Superintendent to waive or decline to waive such requirement shall not be subject to grievance or arbitration.

#### **C. Bereavement**

Absence with pay up to a maximum of three (3) days for each bereavement shall be allowed on account of the death of an Administrator's spouse, child, parent, brother, sister, grandchild, grandparent, or parent-in-law.

One (1) day, for each occurrence, will be granted and charged to sick leave for attending funerals of close friends, co-workers, or relatives not covered above.

#### **D. Jury Duty**

1. 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 work day, 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 the Administrator's pay.) Jury pay, however, shall not include any meal or travel expense 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 within two weeks of receiving such pay, the Committee shall deduct said amount from the Administrator's pay. The Association shall hold the Committee harmless for said deductions, but reserves the right to process grievances as to the amount of said deduction.



2. An Administrator serving on Jury Duty will furnish the Committee 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.
3. 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.

**E. Religious Observance**

Up to a total of three (3) days during the school year may be allowed for religious observance by an Administrator. These days shall not be deducted from sick leave. If the Administrator is absent more than three (3) days due to religious observance, the entry level pay of a teacher substitute shall be deducted from the Administrator's salary. The additional days of absence beyond three (3) shall not be deducted from personal sick leave.

**F. Personal Leave**

An Administrator covered by this Agreement shall be allowed two (2) days of absence during each school year without loss of pay and without regard to reason, provided that such personal days shall not be taken immediately before or after a school holiday or vacation period unless approved by the Superintendent. The words "vacation period" shall include the period between the school years, so that personal days shall not be taken on the first and/or last days of any work year for Administrators. Except in an emergency, the Administrator taking an absence hereunder shall notify, in writing, his/her Program Manager, Principal, or Superintendent, at least twenty-four (24) hours before the commencement of such absence.

**G. Emergency Leave**

In addition to the personal leave provided in Paragraph XIV(F), above, an Administrator covered by this Agreement shall be allowed up to one (1) day of absence, or portion thereof, with the approval of the Superintendent, for each occurrence of a personal emergency which cannot be dealt with outside the regular school day. Such approval shall not be unreasonably withheld.

**H. Witness Leave**

An Administrator who is subpoenaed to testify at a court trial shall not suffer loss in compensation, provided said Administrator is not a party plaintiff in a non-criminal matter or a party defendant in a criminal matter, or who is requested by the Superintendent to testify in school related matters.

**ARTICLE XV**

**LEAVES**

Leave is any period of extended absence granted in writing by the Committee, on recommendation of the Superintendent.

Request for leave shall be submitted in writing to the Committee, with the approval of the Superintendent.

A. Sabbatical Leave

1. Sabbatical leave is a leave of absence during which the Administrator may receive salary payment from the Committee.
2. Qualification. Any Administrator who has served satisfactorily and continuously in the Longmeadow Public Schools for a period of at least six (6) years may be considered, on the recommendation of the Superintendent, for sabbatical leave, not to exceed one (1) year, for the purpose of professional improvement. Administrators will be eligible for sabbatical leave not more than once every seventh year of service in the system.
3. Application. Administrators who expect to apply for sabbatical leave should inform the Superintendent as early in the school year as possible, but no later than November 15<sup>th</sup>. At this time, applicants should also submit a plan for the utilization of their sabbatical leave, if granted. The Superintendent shall compile a list of all applicants for submission to the Committee at its first meeting in March of each school year. At that time, the Committee shall make provisional appointments and establish a waiting list among the applicants. In making these provisional appointments and establishing a waiting list, the Committee shall be guided by each candidate's plan with regard to its potential value to the Longmeadow Public Schools. All final appointments for sabbatical leaves shall be made at one time by the Committee no later than its first meeting in May. At this time, the Committee shall confirm its March provisional appointments, provided that: (1) the candidates have completed all arrangements specified in the original applications and (2) arrangements can be made for the satisfactory replacement of the services of the successful applicants during the year of their sabbatical leave.
4. Number. Not more than one (1) Administrator from the system shall be approved for leave of absence for professional improvement during a given school year; or not more than two (2) "mini-sabbaticals" shall be approved during a single school year, provided they do not occur at the same time. A "mini-sabbatical" is a leave of not less than two (2) months nor more than six (6) months.
5. Compensation. An Administrator on an approved sabbatical leave for an entire school year shall receive from the Committee 80% of the Administrator's annual salary which the Administrator would have received had the Administrator remained active in the school system that year. If the sabbatical leave is for a period of time less than a full school year, the compensation will be prorated according to the formula:

Compensation =  # of days of leave  X 80% of the regular annual

# of work days in year                      salary

If the Administrator receives a grant during the sabbatical, the salary from the Committee will be reduced proportionately, so that the total salary and the grant do not exceed 100% of the salary.

6. Requirement of Additional Service. Before beginning the sabbatical leave, the Administrator shall enter into a contract to return to active service in the Longmeadow Public Schools for a period of two times the length of time of the sabbatical leave, commencing with the school year following that in which the leave is completed. In default of completing such service, the Administrator 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 bears to the whole amount of service to be rendered; provided, however, that the Administrator shall be released from such payment if his/her failure to render the agreed service as stipulated is due to his/her illness, disability, or death, or if the Administrator is discharged from the position by the Committee.
7. Sabbatical Report. When the sabbatical leave has been completed, the sabbatical Administrator shall submit a written report of the leave to the Superintendent.
8. Privileges. An Administrator returning from sabbatical leave shall be placed on the step of the salary schedule he/she would have attained had he/she remained in the school system and will be entitled to the same sick leave benefits which would have earned had he/she not gone on sabbatical, except that Employees on special schedules will not earn step credits for years on sabbatical.

**B. Parental Leave**

An Employee who has completed at least three (3) months of employment shall be granted a leave of absence up to eight (8) weeks for the purpose of giving birth or for the placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled, for adoption with the employee who is adopting or intending to adopt the child; provided, however, that any two (2) employees of the same employer shall only be entitled to eight (8) weeks of parental leave in aggregate for the birth or adoption of the same child. An Employee must give at least two (2) weeks' written notice to the Superintendent or his/her designated representative of the anticipated date of departure and date of return within such eight (8) week period. Such leave shall be unpaid.

**C. Child Rearing Leave**

1. An Administrator who has utilized the benefits of B above, or an Administrator whose spouse has given birth to a child, may request child rearing leave as specified herein. A request for such leave shall be made to the Superintendent in writing no later than either six (6) weeks after the commencement of the leave provided in B, above, or the termination of the period of actual disability on account of pregnancy-related conditions, whichever shall last occur, and shall specify the anticipated date of return to employment, which return date shall be either the 1st day of the school year next commencing, or the day one year from the first day of the school year next commencing. No such leave shall

exceed the duration provided in this paragraph C(1). An Administrator may request that a leave granted under this paragraph C(1) be modified under the following circumstances:

- a. On or before April 1st, an Administrator may request in writing that she/he be permitted to return to work on the first day of the school year next following, and, subject to the other provisions of this Article, such a request shall be granted.
  - b. On or before April 1st, an Administrator may request in writing that a leave under this paragraph, C(1), originally scheduled to terminate on the first day of the school year next commencing be extended to the day one year from the first day of the school year next commencing, and, subject to the other provisions of this article, such a request shall be granted.
  - c. A request to reduce an approved child rearing leave, other than as provided in C(1)(a), above, may be made, at any time. Such a request shall not be granted, and the Administrator shall not be entitled to return to work, unless there is at the time of the request a position which has not been filled for the school year involved in the area for which the Administrator is certified or qualified.
  - d. The leave provided in paragraphs B and C(1), above, shall be without pay, except to the extent that an Administrator is disabled on account of pregnancy, childbirth, or related medical conditions at the commencement of such leave, and all or a portion of such period of actual disability is compensable for the Administrator under Article XIV(A) hereof (Personal Illness). During any such period of compensable Personal Illness leave, the Administrator shall enjoy the same rights and privileges as are provided generally for Administrators on Personal Illness leave. Any such period of compensable Personal Illness leave will be included in computing the time periods in this Article, and shall not be in addition thereto.
2. Except as otherwise provided in this Article, at the expiration of a leave granted under paragraphs B or C(1), above, an Administrator will be returned to her/his previous position or a position similar thereto, except that the Committee shall not be required to return such an Administrator to her/his previous or a similar position if other Administrators of equal length of service and status in the same or similar positions have been laid off during the period of such leave. Such an Administrator will be accorded the recall rights provided in the Reduction in Staff article of this Agreement (Article III).
  3. A leave granted under paragraph B or C(1) shall not affect the Administrator's right to receive any benefits for which she/he was eligible at the date of her/his leave, and any other advantages or rights of her/his employment incident to her/his employment position. If an Administrator teaches at least ninety (90) days of a teaching year prior to the commencement or at the termination of a leave under this Article, she/he will be credited with a full year of service for the purpose of the step rate increment. The Committee need not provide for the cost

of any benefits, plans, or programs during such leaves, except as provided for all other Administrators on the same or similar leaves.

D. Military Leave

The Committee and the Association will comply with the provisions of law relating to preservation of employment rights when employment is interrupted on account of active military service.

E. Reserve Duty

While on required annual two weeks' training duty in the military reserves, Administrators will be paid their school pay for the two weeks, only to the extent it exceeds their military pay, including allowances, for those two weeks. No deductions will be made from the Administrator's school salary if a substitute is hired during his/her absence.

If an Administrator is required to be absent on military reserve duty for more than two weeks' time in any one school year, his/her school pay will cease until he/she returns to school work or may be deducted from His/her vacation time at his/her choice.

In all cases of required military duty, a request for such leave shall be filed by the Administrator with the Superintendent a reasonable length of time before the absence. This request must be accompanied by an affidavit from the Administrator's military commander indicating the dates and duration of the training duty.

F. Health or Hardship Leaves

In cases not covered by Section A of Article XIV (Personal Illness), the Committee may, upon recommendation of the Superintendent, permit an Administrator to take leave for a period not to exceed one year for restoration of health or the alleviation of hardship involving himself/herself or his/her immediate family. In considering whether to recommend leaves for personal health or family hardship reasons, the Superintendent shall take the following factors into account, and shall report on them to the Committee when recommending such leave:

- a. Reasonableness of the request
- b. Length of time the Administrator has served in the Longmeadow Public Schools
- c. Expectation of the Administrator to return to the Longmeadow Public Schools

To be eligible for reinstatement following a health or hardship leave, the Administrator must file a physician's certificate acceptable to the School Physician that he/she is not disabled or incapacitated from performing his/her duties as a Administrator.

An Administrator granted such leave shall not be paid a salary during the period of his/her leave. The salary of an Administrator who is reinstated following such leave shall be based upon the salary schedules in effect at the time of his/her reinstatement; provided, however, that the salary shall include the accrued step-rate increment only if the leave had been for less than one hundred and thirty (130) teaching days during the school year in which the leave occurred.



G. Communicable Tuberculosis

Any Administrator, if excluded or removed from employment because of tuberculosis in a communicable form, shall be carried with pay for the length of time necessary to resume his/her teaching duties; but in no event to exceed one year.

H. Other Unpaid Leave

The Committee may, upon the recommendation of the Superintendent, grant a one (1) year leave of absence without pay.

When such a leave is for an approved education purpose, the Administrator, upon satisfactory completion of such educational purpose, will receive his/her increment as if he/she had remained in the system. An approved educational purpose shall include, but shall not be limited to, a course of study at an accredited institution comprising at least eighteen (18) graduate credit hours per academic year, September - June. The Administrator upon return will be reinstated to his/her previous or similar position.

The Committee shall grant a one year leave of absence without pay to an Administrator who has completed seven years of continuous service in the Longmeadow School System. A request for such leave shall be filed with the Superintendent by May 1st of the preceding year. This leave shall be granted without loss of increment (salary step) or benefits. This leave can be granted after a second seven years of service.

The Committee may inquire from an Administrator on a leave granted pursuant to this section whether the Administrator will return from the leave for the subsequent school year. If such an inquiry is received prior to May 1, the Administrator must respond to the Superintendent prior to the following June 1, or the Administrator will lose his or her employment rights with the school system.

I. Staff Development Leave

The Committee may, upon the recommendation of the Superintendent and approval of the Association, grant up to three years of staff development leave, subject to yearly review, for the purpose of allowing an Administrator to gain experience in a different kind of educational position. The first year of this leave only, shall count towards seniority in Unit B, unless the leave is spent in an alternative administrative assignment in the school system. The Administrator upon return will receive his/her increment as if he/she had remained in the unit.

J. Family And Medical Leave Act of 1993

Notwithstanding anything to the contrary in this Agreement, the Committee offers the benefits provided by The Family and Medical Leave Act of 1993. Eligible Administrators may receive up to 12 workweeks of unpaid leave during a 12 month period at the time of the birth or adoption of a child or at the time of a serious health condition affecting the employee or a family member. With certain exceptions, Administrators employed for at least 12 months who have worked at least 1250 hours during the 12 months immediately preceding the commencement of the leave

are eligible, provided, in most cases, that 30 days' advance notification is given. Administrators will be entitled to any greater family or medical leave benefits provided in any other provision of this Agreement. Administrators desirous of obtaining such leave should contact the Superintendent and/or the Association for further information regarding rights and restrictions under that law.

## ARTICLE XVI

### GRIEVANCE PROCEDURE

#### A. Definitions

1. A "grievance" is a dispute based on an event or condition which involves the interpretation, meaning, or application of this Agreement or any amendment or supplement thereto.
2. An "aggrieved person" is the person or persons making claim to the dispute.
3. A "party in interest" is the person or persons making claim to the dispute and any person who might be required to take action or against whom action might be taken in order to resolve the dispute.

#### B. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise under this Agreement.

#### C. Rights of Administrators to Representation

Any party in interest may be represented at all stages of the formal grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or an officer of any Administrator organization other than the Association. When an Administrator is not represented by the Association, the Association shall have the right to be represented and to state its views at all stages of the formal grievance procedure.

#### D. General

1. If, in the judgment of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the "PR&R Committee") a grievance affects a group or class of Administrators, the PR&R Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two. The PR&R Committee may process such a grievance through all levels of the formal grievance procedure even though the aggrieved person does not wish to do so.

2. No reprisals of any kind will be taken by any party to this Agreement or by any member of the Administration against any party in interest, any school representative, any member of the PR&R Committee, or other participant in the grievance procedure by reason of such participation.
3. Decisions rendered at Levels One, Two and Three of the formal grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest, to the Committee, and to the Chairman of the PR&R Committee. Decisions rendered at Level Four will be in accordance with the procedures set forth in Section E, Paragraph 4(c).
4. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
5. 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 the operation of the grievance procedure.

**E. Procedure**

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level will exclude weekends and holidays and should be considered as a maximum, and every effort should be made to expedite the process. If time limits are not complied with, the grievance shall be considered waived. The time limits specified, however, may be extended by mutual agreement.
2. If an Administrator does not file a grievance in writing with the Chairman of the PR&R Committee and the written grievance is not forwarded to the Superintendent within thirty (30) days after the Administrator knew or should have known of the act or condition upon which the grievance is based, then the grievance will be considered as waived. A dispute as to whether a grievance has been waived under this paragraph will be subject to arbitration pursuant to Level Four, but only after the Association and the Committee have attempted to resolve the issue. In cases of disciplinary action or discharge, the grievance shall be forwarded to the Superintendent within seven (7) days.

(1) Level One

- a. An Administrator with a grievance will first discuss it with his/her superior, if any, who shall have the authority to resolve the grievance, whether directly or in cooperation with the Association's Representative, with the objective of resolving the matter.
- b. If the matter is not disposed of to the Administrator's satisfaction within eight (8) days after he/she has initiated the grievance, the grievance may proceed to the next level of the grievance procedure.

(2) Level Two

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within eight (8) days after the presentation of the grievance, he/she may file the grievance in writing with the Chairman of the PR&R Committee within four (4) days after the decision at Level One or twelve (12) days after the grievance was presented, whichever is sooner. Within four (4) days after receiving the written grievance, the Chairman of the PR&R Committee may refer it to the Superintendent of Schools.
- b. The Superintendent will represent the Committee at this level of the grievance procedure. Within eight (8) days after receipt of the written grievance by the Superintendent, the Superintendent will meet with the aggrieved person and the Chairman of the PR&R Committee in an effort to resolve it.

(3) Level Three

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within eight (8) days after he/she has first met with the Superintendent, he/she may file the grievance in writing with the Chairman of the PR&R Committee within four (4) days after a decision by the Superintendent, or twelve (12) days after he/she has first met with the Superintendent, whichever is sooner. Within four (4) days after receiving the written grievance, the Chairman of the PR&R Committee may refer it to the Committee. Within nine (9) days after receiving the written grievance, a subcommittee of the Committee (hereinafter referred to as the "Subcommittee") will meet with the aggrieved person and the Association for the purpose of resolving the grievance.

(4) Level Four

- a. If the aggrieved person or the Association is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within ten (10) days after the meeting with the Subcommittee, he/she may within four (4) days after a decision by the Committee or twelve (12) days after the meeting with the Subcommittee, whichever is sooner, request in writing the Chairman of the PR&R Committee to submit his/her grievance to arbitration. The Association may submit the grievance to binding arbitration within fifteen (15) days after receipt of a request by the aggrieved person.
- b. Within eight (8) days after such written notice of submission to the arbitration, the Subcommittee and the PR&R Committee will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a

list of arbitrators may be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the American Arbitration Association.

- c. The arbitrator so selected will confer with representatives of the Committee and the PR&R Committee and hold hearings promptly and will issue his/her decision not later than thirty (30) days from the day of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of act prohibited by law; or to modify, alter, add to, or subtract from the provisions of this Agreement. The decision of the arbitrator will be submitted to the Committee and to the Association and will be final and binding on the parties of interest.
- d. The costs for the services of the arbitrator, including per diem expenses, travel and subsistence expenses, will be borne equally by the Committee and the Association.

## ARTICLE XVII

### AMENDMENT

This Agreement may be amended at any time by mutual agreement of the Committee and the Association.

## ARTICLE XVIII

### PROTECTION

- A. Administrators will immediately report in writing to the Superintendent all cases of assault suffered by them in connection with their employment.
- B. This report will be forwarded to the Committee which will comply with any reasonable request from the Administrator for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the Administrator, the police, and the courts.
- C. The following applies to criminal offender record information ("CORI") checks pursuant to Chapter 385 of the Acts of 2002:
  - 1. CORI checks will be conducted once every three (3) years for employees covered by this Agreement or more often with reasonable cause.
  - 2. A copy of a CORI report will be available to the employee. If the CORI report shows any activity, a copy will be sent to the employee.



3. All CORI reports will be maintained in the Superintendent's office in separate confidential files.
4. The Superintendent or other administrator in his/her central office designated by the Superintendent will be the only person authorized to request CORI checks.
5. Any disciplinary action taken as a result of CORI checks will be in accordance with the Agreement and/or law.

D. In September, 2013, Governor Patrick signed into law Chapter 77 of the Acts of 2013, "an Act Relative to Background Checks". The new law expands on the Criminal Offender Record Information (CORI) checks. It requires a fingerprint-based state and national criminal record check for all school employees. The Statewide Applicant Fingerprint Identification Services (SAFIS) was created for this purpose.

1. *Individuals* are responsible to pay a fee to comply with this requirement.
2. A copy of the SAFIS report will be available to the employee, upon request.
3. All SAFIS reports will be maintained in the Superintendent's office in separate confidential files.
4. The Superintendent's designee will be the only person authorized to receive SAFIS reports for the district.

## ARTICLE XIX

### PHYSICAL EXAMINATION

As required by local Board of Health, Administrators must show freedom from tuberculosis before and during employment by the Committee.

## ARTICLE XX

### EXISTING CONDITIONS

Before the Committee adopts a change in policy which affects:

1. Wages
2. Hours, and other terms and conditions of employment not covered by this Agreement, the Committee will notify the President of the Association of such contemplated change. The method of notifying the Association President will be by sending him/her Committee minutes.

The Association will have the right to negotiate with the Committee on the contemplated changes provided it files such a request with the Committee within five (5) days (excluding weekends and holidays) of receipt of notice.

## ARTICLE XXI

## LONGEVITY BENEFIT

Effective the school year 2003-2004, an Administrator with twenty (20) or more years of teaching experience in education and ten (10) years or more of employment with the Committee may elect to increase his/her pay for three (3) consecutive years by \$4,000, in each of the three (3) years. After receiving these payments, the Administrator will not be eligible to reapply for this benefit at any time. An Administrator must apply for these payments in writing on or before January 1 preceding the school year in which (s)he wishes to begin collecting said benefit. If the Administrator does not receive all of the above \$12,000 prior to separation from employment (s)he shall be entitled to a lump sum payment at the time of separation from employment equal to the unpaid balance payable no later than July 1 immediately following the separation. Participation in the longevity benefit is irrevocable after receipt by the Committee of the Administrator's application for said benefits. No Administrator will be entitled to receive any payments hereunder after date of termination for just cause.

## ARTICLE XXII

### DURATION OF AGREEMENT

- A. If any provision of this Agreement, as amended, 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 parties will meet not later than 10 days after such holding for the purpose of re-negotiating the provision or provisions affected. This Collective Bargaining Agreement shall be effective July 1, 2018, and will remain in full force and effect until June 30, 2021. The parties agree that not later than October 1, 2020, they will enter into negotiations for a successor Agreement to become effective as of July 1, 2021.
- B. Should no Agreement be reached by July 1, 2021, this Agreement, will, nevertheless, remain in full force and effect until a successor Agreement is reached.

## ARTICLE XXIII

### TOTALITY OF AGREEMENT

This Agreement incorporates the entire understanding of the Association and Committee on all issues which were or could have been the subject of negotiations.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 1<sup>st</sup> day of July, 2019

LONGMEADOW SCHOOL COMMITTEE

LONGMEADOW EDUCATION ASSOCIATION

By: [Signature]  
Chair

By: [Signature]  
Its President

## APPENDIX A

### OTHER SALARY GUIDES

#### GENERAL

The Administrators' salary schedules are intended to attract and retain staff member of unquestioned competence. The Schedules are intended not only to be attractive to newcomers but also to encourage the professional growth and loyalty of career Administrators.

#### 1. Salary differentials

Salaries of Administrators of the same education may vary because of one or more of the following differentials:

##### 1. Scheduled Increments

Increments are not automatic but are the reward for satisfactory performance. Increments will be granted by the Committee only when an Administrator's service is deemed satisfactory.

##### 2. Extra Responsibility

An Administrator who has unusual authority and responsibility over an activity may receive additional compensation while carrying out that responsibility.

##### 3. Credit for Administrative Experience

Administrators new to the Longmeadow Public Schools may be credited at the time of hiring with a maximum of ten (10) steps for satisfactory administrative experience. Credit will be allowed on the basis of one step for each year if the experience has been acquired within the last ten (10) years.

##### 4. Retirement Pay

A retiring Administrator who has been credited with a minimum of twenty (20) years of satisfactory service (at least ten of which must have been in the Longmeadow Schools) will receive additional pay of \$150 during the last year prior to retirement.

UNIT B -  
ADMINISTRATORS

2018-2019

2.00%

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>	<u>STEP 9</u>	<u>STEP 10</u>	<u>STEP 11</u>
A1											
Bachelors	\$ 83,197	\$ 84,669	\$ 86,985	\$ 88,891	\$ 90,793	\$ 92,683	\$ 94,568	\$ 96,493	\$ 98,403	\$ 100,289	\$ 102,286
Masters	\$ 83,813	\$ 86,562	\$ 88,450	\$ 90,360	\$ 92,267	\$ 94,156	\$ 96,043	\$ 97,963	\$ 99,868	\$ 101,762	\$ 103,763
CAGS/Masters +45	\$ 84,426	\$ 87,578	\$ 89,920	\$ 91,830	\$ 93,736	\$ 95,616	\$ 97,508	\$ 99,433	\$ 101,331	\$ 103,231	\$ 105,224
Masters +60	\$ 85,145	\$ 88,540	\$ 90,653	\$ 92,559	\$ 94,469	\$ 96,351	\$ 98,242	\$ 100,166	\$ 102,065	\$ 103,964	\$ 105,957
Doctorate	\$ 85,865	\$ 89,501	\$ 91,385	\$ 93,286	\$ 95,201	\$ 97,085	\$ 98,975	\$ 100,897	\$ 102,798	\$ 104,695	\$ 106,691
A											
Bachelors	\$ 85,569	\$ 87,459	\$ 89,360	\$ 91,265	\$ 93,163	\$ 95,061	\$ 96,956	\$ 98,867	\$ 100,773	\$ 102,667	\$ 104,656
Masters	\$ 86,201	\$ 88,931	\$ 90,828	\$ 92,733	\$ 94,634	\$ 96,535	\$ 98,426	\$ 100,336	\$ 102,239	\$ 104,137	\$ 106,129
CAGS/Masters +45	\$ 87,651	\$ 90,175	\$ 92,297	\$ 94,201	\$ 96,103	\$ 97,997	\$ 99,896	\$ 101,805	\$ 103,707	\$ 105,605	\$ 107,592
Masters +60	\$ 88,378	\$ 91,024	\$ 93,032	\$ 94,933	\$ 96,836	\$ 98,731	\$ 100,630	\$ 102,539	\$ 104,442	\$ 106,338	\$ 108,327
Doctorate	\$ 89,106	\$ 91,870	\$ 93,766	\$ 95,666	\$ 97,568	\$ 99,465	\$ 101,364	\$ 103,271	\$ 105,174	\$ 107,072	\$ 109,062
B											
Bachelors	\$ 87,942	\$ 89,832	\$ 91,736	\$ 93,640	\$ 95,533	\$ 97,441	\$ 99,343	\$ 101,243	\$ 103,146	\$ 105,045	\$ 107,026
Masters	\$ 89,408	\$ 91,302	\$ 93,204	\$ 95,107	\$ 97,000	\$ 98,911	\$ 100,806	\$ 102,710	\$ 104,612	\$ 106,512	\$ 108,496
CAGS/Masters +45	\$ 90,876	\$ 92,774	\$ 94,673	\$ 96,573	\$ 98,470	\$ 100,378	\$ 102,282	\$ 104,177	\$ 106,084	\$ 107,979	\$ 109,961
Masters +60	\$ 91,611	\$ 93,507	\$ 95,409	\$ 97,309	\$ 99,202	\$ 101,112	\$ 103,016	\$ 104,911	\$ 106,818	\$ 108,712	\$ 110,696
Doctorate	\$ 92,347	\$ 94,242	\$ 96,145	\$ 98,045	\$ 99,935	\$ 101,847	\$ 103,752	\$ 105,645	\$ 107,551	\$ 109,447	\$ 111,433

A1 Elementary Assistant Principal

4 Middle School Assistant Principal

3 Senior High Assistant Principal, Administrator or Special Education

UNIT B -  
ADMINISTRATORS

2019-2020

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>	<u>STEP 9</u>	<u>STEP 10</u>	<u>STEP 11</u>
1											
	1.50%										
Bachelors	\$ 84,445	\$ 85,939	\$ 88,290	\$ 90,224	\$ 92,155	\$ 94,073	\$ 95,987	\$ 97,940	\$ 99,879	\$ 101,793	\$ 103,820
Masters	\$ 85,070	\$ 87,860	\$ 89,777	\$ 91,715	\$ 93,651	\$ 95,568	\$ 97,484	\$ 99,432	\$ 101,366	\$ 103,288	\$ 105,319
CAGS/Masters +45	\$ 85,692	\$ 88,892	\$ 91,269	\$ 93,207	\$ 95,142	\$ 97,050	\$ 98,971	\$ 100,924	\$ 102,851	\$ 104,779	\$ 106,802
Masters +60	\$ 86,422	\$ 89,868	\$ 92,013	\$ 93,947	\$ 95,886	\$ 97,796	\$ 99,716	\$ 101,668	\$ 103,596	\$ 105,523	\$ 107,546
Doctorate	\$ 87,153	\$ 90,844	\$ 92,756	\$ 94,685	\$ 96,629	\$ 98,541	\$ 100,460	\$ 102,410	\$ 104,340	\$ 106,265	\$ 108,291
Bachelors	\$ 86,853	\$ 88,771	\$ 90,700	\$ 92,634	\$ 94,560	\$ 96,487	\$ 98,410	\$ 100,350	\$ 102,285	\$ 104,207	\$ 106,226
Masters	\$ 87,494	\$ 90,265	\$ 92,190	\$ 94,124	\$ 96,054	\$ 97,983	\$ 99,902	\$ 101,841	\$ 103,773	\$ 105,699	\$ 107,721
CAGS/Masters +45	\$ 88,966	\$ 91,528	\$ 93,681	\$ 95,614	\$ 97,545	\$ 99,467	\$ 101,394	\$ 103,332	\$ 105,263	\$ 107,189	\$ 109,206
Masters +60	\$ 89,704	\$ 92,389	\$ 94,427	\$ 96,357	\$ 98,289	\$ 100,212	\$ 102,139	\$ 104,077	\$ 106,009	\$ 107,933	\$ 109,952
Doctorate	\$ 90,443	\$ 93,248	\$ 95,172	\$ 97,101	\$ 99,032	\$ 100,957	\$ 102,884	\$ 104,820	\$ 106,752	\$ 108,678	\$ 110,698
Bachelors	\$ 89,261	\$ 91,179	\$ 93,112	\$ 95,045	\$ 96,966	\$ 98,903	\$ 100,833	\$ 102,762	\$ 104,693	\$ 106,621	\$ 108,631
Masters	\$ 90,749	\$ 92,672	\$ 94,602	\$ 96,534	\$ 98,455	\$ 100,395	\$ 102,318	\$ 104,251	\$ 106,181	\$ 108,110	\$ 110,123
CAGS/Masters +45	\$ 92,239	\$ 94,166	\$ 96,093	\$ 98,022	\$ 99,947	\$ 101,884	\$ 103,816	\$ 105,740	\$ 107,675	\$ 109,599	\$ 111,610
Masters +60	\$ 92,985	\$ 94,910	\$ 96,840	\$ 98,769	\$ 100,690	\$ 102,629	\$ 104,561	\$ 106,485	\$ 108,420	\$ 110,343	\$ 112,356
Doctorate	\$ 93,732	\$ 95,656	\$ 97,587	\$ 99,516	\$ 101,434	\$ 103,375	\$ 105,308	\$ 107,230	\$ 109,164	\$ 111,089	\$ 113,104

Elementary Assistant Principal  
Middle School Assistant Principal  
Senior High Assistant Principal, Administrator or Special Education





ADDENDUM TO CONTRACT

Thomas Landers  
Principal  
Longmeadow Public Schools

July 1, 2018 – June 30, 2019

4. COMPENSATION:


- a. In consideration of the services to be rendered by the PRINCIPAL under this Agreement, the School District shall pay the PRINCIPAL for the contract year, July 1, 2018, through and including June 30, 2019, compensation at the rate of One Hundred Twenty-three Thousand, Three Hundred Twenty Dollars and Ninety Cents (\$123,320.90).

  
\_\_\_\_\_  
Thomas Landers, Principal

  
\_\_\_\_\_  
M. Martin O'Shea, Ed.D. Superintendent

6/20/18  
Date

6/27/18  
Date

  
\_\_\_\_\_  
Witness

