# CONTRACT

**between the**

AGAWAM SCHOOL COMMITTEE

**and the**

**AGAWAM PROFESSIONAL ADMINISTRATORS**

ASSOCIATION

**JULY 1, 2019**

TO

JUNE 30, 2022

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### **AGREEMENT**

Pursuant to the provisions of General Laws Chapter 150E, Section 7, this Agreement is made and entered into by and between the SCHOOL COMMITTEE of the TOWN of AGAWAM, hereinafter referred to and designated as the COMMITTEE and the AGAWAM PROFESSIONAL ADMINISTRATORS ASSOCIATION, a voluntary association formed by certain individuals employed by the Town of Agawam school system, hereinafter referred to and designated as the ASSOCIATION.

#### ARTICLE 1

### **RECOGNITION**

1. The Committee, pursuant to the provisions of General Laws Chapter 150E, Sections 2 and 4, recognizes the Association for the purpose of professional negotiation as the exclusive representative of the following employees of the Agawam Public Schools for the purpose of bargaining collectively on questions of wages, hours and other terms and conditions of employment:

High School Assistant Principals and Assistant Principals.

1. As sole collective bargaining agent, the Association will accept into voluntary membership all employees covered by this Contract without regard to race, color, creed, sex, sexual orientation, gender identity, pregnancy and pregnancy related condition, age, national origin, or marital status, or previous affiliation with other teacher organizations.
2. Except as specifically abridged, delegated, granted or modified by this Contract or any supplement thereto or by Section 7 of Chapter 150 of the rights, powers and authority held by the Committee prior to the effective date of said Contract are retained by the Committee and the exercise of said rights, powers and/or authority shall not be subject to the grievance procedure and/or arbitration.
3. The Committee or Association may at their discretion, appoint a single representative or a group of representatives for the purpose of such negotiation.
4. The Committee and the Association agree that there will be no discrimination in the hiring of employees or in their training assignment, promotion, transfer, or discipline because of race, creed, color, sex, religion, national origin, sexual orientation, gender identity, pregnancy and pregnancy related condition, political activities, Association activities, domicile, or marital status.

#### ARTICLE 2

### **PREAMBLE**

Recognizing that our prime purpose is to provide the highest quality of education for the children of Agawam and that good morale within the professional staff of the Agawam Public Schools is essential to the achievement for that purpose, the Committee and the Association, parties to this Agreement, declare that:

1. The Committee, elected by the Citizens of the Town of Agawam, has final responsibility for establishing the educational policies of the public schools and nothing herein contained is intended to limit the right or discretion inherent in the Committee by law.
2. The Superintendent of Schools of the Town of Agawam, hereinafter referred to and designated as the Superintendent, has the responsibility for carrying out the policies established by the Committee.
3. The administrative staff of the public schools of Agawam has the responsibility for providing education of the highest possible quality in the schools.
4. Fulfillment of these responsibilities can be facilitated and supported by consultations and free exchanges of views and information between the Committee, the Superintendent and the professional administrative staff in the formulation and application of policies related to salaries, hours and other conditions of employment.

#### ARTICLE 3

### **TERM OF AGREEMENT**

This Agreement shall remain in effect for a period of three (3) years from July 1, 2019 through June 30, 2022.

#### ARTICLE 4

### **SIGNING OF CONTRACT**

Three (3) copies of this Agreement shall be signed by representative of the parties, one (1) copy shall be retained by the Committee, one (1) copy by the Association, and one (1) copy each shall be filed with the Massachusetts Department of Labor Relations and the House and Senate Committees on Ways and Means in accordance with the provisions of General Laws Chapter 150E, Section 7(a).

#### ARTICLE 5

### **CONFERENCES**

The Association may be represented at Association conferences up to a total of five (5) school days subject to prior, written approval of the Superintendent.

## **ARTICLE 6**

### **PROFESSIONAL WORK SCHEDULE**

1. **Work Day**

The work of the administrative staff cannot be limited to specific times of the day. Their availability for the well-being of the students and staff is crucial to the success of the system. As professionals, therefore, they should be available for professional service. The times and frequency of performance of the various duties shall be a function of the Superintendent’s responsibility to direct and the administrator’s responsibility to exercise professional discretion.

Administrators who work two hundred and eleven (211) work days per year shall be allowed three (3) unpaid non-working days each work year while school is in session. At least forty-eight (48) hours advance notice is to be given whenever possible, and the reason need not be stated other than such days are being taken under this provision as an unpaid day. Such days require the approval of the building principal, and will not be unreasonably denied.

1. Administrators, except one of the High School Assistant Principals, shall work two hundred and eleven (211) total days.
2. Additional time may be required at the discretion of the Superintendent. The daily rate shall be determined by dividing the employee’s salary by the total number of work days, including all holidays, vacation, and other paid time, in the work year.

One of the High School Assistant Principals shall work 220 days per year and shall receive a vacation period of twenty-seven (27) days to be taken during time that school is not in session unless otherwise agreed.

D. The following days shall be recognized and observed as paid holidays for two hundred twenty (220) day employees.

 New Year’s Day Labor Day

 President’s Day Columbus Day

 Memorial Day Veteran’s Day

 Independence Day ½ day before Thanksgiving

 Patriot’s Day Thanksgiving Day

 Christmas Day Day after Thanksgiving

 Martin Luther King’s Birthday Good Friday

Eligible employees shall receive one (1) day’s pay for each of the holidays listed above on which they perform no work. Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday. All holidays which are celebrated during the school year will be afforded the Two hundred eleven (211) day (school year) employees.

E. Administrators shall jointly agree upon, with their supervisor, the days to be worked during vacation and/or the summer for the following fiscal year no later than June 1 of each year in accordance with the below chart. Administrators may use paid leave time on said days as provided in the leave provisions of this Agreement.

On days when teacher attendance is not required due to inclement weather, 10 month employees will be permitted to work from home for up to two (2) canceled school days per year. Employees must provide notice to the Superintendent that they will be working from home, and must receive written confirmation that the Superintendent has approved the administrator’s request. These two (2) days will count toward the Administrator’s “Regular work days selected by the Assistant Principal” as indicated in the chart below.

|  |  |  |  |
| --- | --- | --- | --- |
| Regular Work Year | School and Staff Days | Regular Work Days Selected by AP Upon Superintendent Approval | Work Days Selected by the Superintendent |
| 220 | 183 | 22 | 15\* |
| 211 | 183 | 13 | 15\* |

 \*Assistant Principals are to work the ten (10) work days before the start of the school year and the five (5) work days after the close of the school year except as otherwise determined by the Superintendent or his/her designee.

#### ARTICLE 7

### **WORK STOPPAGES**

The Association and the Committee recognize that strikes, slow-downs, withholding of services and other forms of work stoppages by the persons covered by this Agreement are contrary to law. The Association and Committee agree that differences should be resolved by peaceful and appropriate means without interruptions to the school program. The Association, therefore, agrees that there shall be no strikes, work stoppages, slow-downs, withholding of services or other concerted refusal to perform work by any of the employees covered by this Agreement.

The Association agrees that if the current “no strike law” contained in General Laws Chapter 150, Section E is amended so that strikes, work stoppages, slow-downs and withholding of services are permissible by the employees covered by this Agreement, then the Association agrees not to avail itself of the provisions of any amended law for the duration of this Agreement.

#### ARTICLE 8

### **WORKERS’ COMPENSATION**

When a member of the Association is entitled to Workers’ Compensation because of an injury arising out of or in the course of employment, the member may use sick leave to the extent that the member has accumulated sick leave pursuant to the provisions of Article 11 of this agreement so that when the dollar amounts of the workers’ compensation and the accumulated sick leave are added together, the sum will equal the dollar amount of the regular compensation of the member of the Association.

#### ARTICLE 9

### **REQUIRED COURSES**

Recognizing that regular improvement and self development are necessary attributes for an administrator, the Committee, and the Association agree that professional development shall be encouraged for all members in order to properly fulfill job requirements.

All members of the bargaining unit must take an approved in-service course or a course approved by the Superintendent once in every three (3) years. The Committee agrees to provide an appropriate in-service course for administrators once, but not more than twice, within a three-year period.

This does not preclude the right of the Committee to provide, at any time during the working day, meaningful workshops. All members of the bargaining unit will attend the first in-service course. However, a waiver of the requirement to attend any in-service course will be granted to any administrator who is unable to attend due to illness, death in family, traveling hardships or any other reason approved by the Superintendent. The waiver will act as fulfillment of the course requirement until the next in-service course is offered to the administrators. Also, administrators who have unused credits for workshops or courses previously taken and approved by the present or past superintendents may consider those credits still usable should there be contractual changes in the future.

It is agreed by both parties that no in-service course will extend beyond 5:00 p.m. of a working day and that the total hours of the course will not exceed twenty (20) hours. In-service courses offered on non-working days will be attended only on a voluntary basis and will not constitute a fulfillment of the Committee’s obligation to provide in-service courses under this contact, unless both parties agree.

Any member of the bargaining unit who fails to fulfill the requirements of this Article without approval of the Superintendent shall not receive any increase in compensation until the requirement has been met.

The Committee agrees to reimburse up to eight hundred dollars ($800) per year to each administrator covered by this Agreement for the cost of one (1) successfully completed college course directly related to the administrator’s job responsibilities, provided such course is approved in advance by the Superintendent.

#### ARTICLE 10

### **RETELL**

Any bargaining unit member who is employed in the Agawam Public Schools during the 2016-2017 school year and who earns the Sheltered English Immersion (SEI) Endorsement by July 1, 2019 while employed by the Agawam Public Schools shall receive three (3) Agawam Increment Credits that may be utilized toward advancement on any and all lanes of the Salary Schedule. The parties expressly agree that the three (3) Agawam Increment Credits earned for the SEI Endorsement constitute graduate credits within the meaning of the Agreement. No other compensation will be sought or given for obtaining this Endorsement. Said training will be scheduled at times outside the contractual work day. In filling slots, preference will be given to members who are required under DESE regulations to earn the SEI Endorsement by July 1, 2019. In the event that all training slots are not taken, and as long as the following is allowed by DESE, the Superintendent or his/her designee shall notify all bargaining unit members in writing that additional slots are available. If the number of applicants for these additional slots exceeds the number of available slots, then the slots will be awarded based upon student need and licensure need. The bargaining unit may submit suggested applicants for the additional slots, but the final determination will be made by administration.

#### ARTICLE 11

### **PROTECTION OF EMPLOYEES**

The Committee shall reimburse any person covered by this contract for:

1. The cost of any clothing and other personal property damaged or destroyed as a result of an assault suffered in the course of his/her employment.
2. The cost of any medical, surgical or hospital service over and above the amount of any insurance reimbursement and Workers’ Compensation received by said employee, incurred as the result of any assault suffered in the course of his/her employment.

#### ARTICLE 12

### **LEAVE OF ABSENCE**

1. **Sick Leave**

Employees hired as two hundred eleven (211) day and two hundred twenty (220) day personnel shall be entitled to eighteen (18) days of sick leave for each academic year as of the first official day of school with unlimited accumulation.

1. **Sick leave shall be interpreted as:**
2. Illness of the employee his/herself.
3. A maximum of eight (8) days per school year for critical illness in the immediate family or when emergency illness or injury in the family requires the employee to make arrangements for necessary medical nursing care.
4. Additional paid sick leave because of an extended illness of an employee beyond his/her accumulated sick leave may be considered at the sole discretion of the Superintendent.
5. Any other reason approved by the Superintendent.

Each person covered by this Agreement shall be credited for all accumulated sick leave as of the date of this contract.

1. After an absence of five (5) consecutive school days for sick leave, the Committee may require a certificate from a doctor concerning the nature and duration of the employee’s illness. The Committee may request subsequent reports.
2. Each employee covered by this contract shall receive yearly notice of his/her accumulated sick leave.

B**. Absences with Pay**

1. Three (3) personal leave days, in addition to sick leave, may be granted, upon written request and with the advanced approval of the Superintendent or his/her designees, each school year for legal or business matters which cannot possibly be taken care of other than during school hours.
2. Any Court appearances required by an employee as a result of his/her employment shall be with pay and shall not be deducted from sick leave or personal leave days.

C. **Bereavement Leave** shall be in addition to sick or personal leave as defined above. An employee shall be granted bereavement leave of up to five (5) consecutive work days to be taken within seven (7) consecutive calendar days upon the death of their spouse, child, step-child, parent/legal guardian, or an individual living in the employee’s immediate household and up to three consecutive work days to be taken within five (5) consecutive calendar days upon the death of their son-in-law, daughter-in-law, grandparent, grandchild, mother-in-law, father-in-law, brother, sister, step-brother, and step-sister. Bereavement leave shall not exceed more than one (1) day beyond the date of the funeral. An employee shall be granted one (1) calendar day of bereavement leave upon the death of their aunt, uncle, niece, or nephew or for the purpose of attending the funeral. An employee may extend their bereavement leave by utilizing personal leave as described above with the advance approval of the superintendent.

1. Each person covered by this Contract shall be granted bereavement leave under the following conditions:
2. In the event that unusual circumstances require leave under this section in excess of three (3) consecutive work days, the Superintendent, may at his/her discretion, grant additional time with full pay upon written request.
3. The leave provided for in paragraph 1 above, shall not be charged against the person’s sick leave or personal leave days.

D. **Parental Leave**

The Agawam Public Schools will grant unpaid parental leave in accordance with the requirements of M.G.L. c. 149, § 105D (i.e., the Massachusetts Parental Leave Act). Application for such leave, accompanied by a physician's certificate, stating the expected date of delivery should be made at least two (2) weeks prior to the date of the commencement of the leave. This leave will run concurrently with an employee’s entitlement under the Family and Medical Leave Act.

Leave under the Massachusetts Parental Leave Act and/or the Family and Medical Leave Act may be extended as unpaid leave for the period up to July 1 immediately following six (6) months from the date of termination of pregnancy or six (6) months from the date of legal custody. If an employee is to return on July 1, written notice must be given to the Superintendent no later than the preceding March 1.

Medically certified disabilities caused or contributed to by pregnancy and recovery there from shall be treated as temporary disabilities for all job-related purposes. Accumulated sick leave shall be available for use during period of such temporary disability upon written certification of the attending physician that the disability was caused or contributed to by pregnancy.

##### Upon termination of leave of absence, and subject to the foregoing provisions, the employee shall be reinstated as an active employee in the job classification last held with no loss of seniority and at the current rate of pay for that job classification. Notwithstanding the above, an employee returning from leave has no greater right to reinstatement or to other benefits and conditions of employment than other employees who were continuously working during the leave period

E. **Family and Medical Leave Act**

The Agawam Public Schools will grant unpaid leave in accordance with the FMLA to employees, who have worked for the Agawam Public Schools for at least twelve (12) months and who have performed at least twelve hundred and fifty (1250) hours of work during the twelve (12) months preceding the commencement of the leave. The provisions of the FMLA are posted in each administrative office.

##### ARTICLE 13

##### PAYMENT FOR ACCUMULATED SICK LEAVE ON RETIREMENT

1. Upon retirement from the Agawam Public Schools, members shall be entitled to one day’s pay for every four (4) accumulated sick leave days above thirty (30). Unused sick days may be accumulated up to a maximum of one hundred fifty (150) days for this purpose.

B. The daily rate shall be determined by dividing the employee’s salary by the total number of work days, including all holidays, vacation, and other paid time, in the work year.

D. The member will receive a lump sum within two (2) months of the member’s retirement from the Agawam Public Schools. In the event of a member’s death, the member’s estate shall be entitled to this benefit.

#### ARTICLE 14

### **SABBATICAL LEAVE**

Persons covered by this Contract may, subject to the approval of the Committee, be granted sabbatical leave of absence for one (1) year for study or research subject to the following conditions:

1. The number of persons on sabbatical leave at any time shall be recommended by the Superintendent and approved by the Committee within its sole discretion.
2. A request for sabbatical leave must be received by the Superintendent in writing on or before May 30 prior to the school year for which it is requested.
3. The employee must have completed at least seven (7) consecutive full school years of service in the Agawam Public School system before said leave begins.
4. Employees on sabbatical leave will be paid 50% of their regular salary rate, provided that such pay, when added to any program grant will not exceed the regular salary rate. Salaries will be computed from July 1 of the sabbatical year.
5. The employee will agree to return to employment in the Agawam school system for one (1) full year for each college semester of sabbatical leave.
6. The employee must sign a contract agreeing to return the proportionate part of the money advanced if he or she does not return to the Agawam school system or leaves before his/her contract is fulfilled. This will be binding except for death or illness.
7. The employee will return to the pay schedule as though he or she had never taken leave.

#### ARTICLE 15

### **SCHOOL SUPERVISION**

1. The Committee and the Association recognize the provisions of General Laws Chapter 71, Section 59B.
2. Should the absence of a secondary principal extend beyond fifteen (15) calendar days, an acting principal will be designated on or before the sixteenth (16th) day, who may, but not necessarily be the assistant principal.

Should the assistant principal be designated as acting principal, an acting assistant principal will be designated immediately, until the permanent principal is appointed.

Should the absence of an assistant principal extend beyond fifteen (15) calendar days, an acting assistant principal shall be appointed on or before the sixteenth (16th) day (until the present assistant principal returns or a permanent assistant principal is appointed).

1. If an assistant principal is designated as acting principal, he/she shall be paid one hundred percent (100%) of the difference between his/her salary and the salary established for the position he/she is filling for the term he/she serves as acting principal. In no event shall an acting principal receive more salary than the principal whose position he/she is filling.
2. An acting principal will be appointed to fill the position of any principal on sabbatical leave or year’s leave of absence.
3. In schools where there is no assistant principal, a person will be designated to be in charge of the building when the principal is temporarily absent. The person in charge shall assume the principal’s duties as acting principal.
4. The designated acting principal and/or acting assistant principal designated to be in charge of a building when the principal is absent beyond three (3) school weeks shall be paid at the rate of five hundred ($500.00) dollars per month in addition to regular salary if the person has charge of another building at the same time.

#### ARTICLE 16

### **DEDUCTIONS**

The Committee agrees that whenever duly authorized by any member of the Association on a form or forms approved by the Committee, and provided that accounting equipment is available, payroll deductions on behalf of such member shall be made every pay day and paid over in accordance with such form or forms for any or all of the following purposes:

1. Local, State and National Association dues.
2. Premiums under Agawam Employee’s Group Insurance.
3. Payments to the Agawam Federal Credit Union and the MTA Credit Union for premiums under any annuity contract purchased for the member by the Committee.

#### ARTICLE 17

### **PROMOTIONS**

1. A position covered under this Agreement shall be considered vacant when the person holding that position resigns, retires, is transferred, dies or there is a termination of employment by the Committee.
2. Every vacancy that the Committee and/or Superintendent determines to fill shall be published by a notice posted in every school building and the central office for at least fifteen (15) calendar days in advance of the date of filling such vacancy. Such notice shall clearly set forth the specifications, qualifications and compensation of the position. A copy of every such notice shall be forwarded to the Association.
3. Every person covered by this Contract who desires to fill such vacancy shall file his/her application therefore in writing with the Superintendent before the closing date of applications.
4. Nothing in the Article shall prevent the Committee from transferring persons covered by this contract and this Article shall be subject to the provisions of Article 17 concerning transfers. The proposed notice concerning vacancies shall contain the following language, “The filling of this vacancy is subject to the Committee’s absolute right to transfer. The applicants may be eligible for any vacancy that occurs because of transfer.”
5. The Committee has the right to make temporary appointments and to call for new applications if the original applicants are not considered as qualified.

#### ARTICLE 18

### **TRANSFERS**

Administrators desiring a transfer will submit a written request to the Superintendent not later than March 1 for the following school year. A request for transfer shall expire on June 30.

The Association acknowledges the absolute right of the Committee to transfer. Involuntary transferees have the right to discuss the transfer with the Superintendent; however, an involuntary transfer is not subject to the grievance procedure or arbitration.

#### ARTICLE 19

### **INSURANCE**

Medical insurance and life insurance shall be provided to each member of the bargaining unit with the cost to be shared equally by the Town of Agawam and the individual. This insurance shall be comparable to that which is provided for the employees of the Town of Agawam.

#### ARTICLE 20

### **GRIEVANCE PROCEDURE**

A grievance is a claim by a member of the bargaining unit that there has been a violation of the terms of this Agreement.

The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those problems which from time to time may arise concerning the interpretation of the terms of this Agreement. The Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved.

**Level One** The aggrieved employee and the Association’s President (or his/her designee) shall present the grievance in writing to the Superintendent within fifteen (15) school days of when the grievant and/or Association knew or should have known of the act or condition upon which the grievance is based. The Superintendent shall, within six (6) school days thereafter, meet with the grievant and the President of the Association in an effort to settle the grievance. The Superintendent will provide a written response within five (5) school days of said meeting.

**Level Two** If the grievance is not resolved, the grievant and the President of the Association may submit the written grievance to the Committee within five (5) school days of receipt of the Superintendent’s response, or when the Superintendent’s response was due, whichever is earlier. The School Committee will hear the grievance at the next regularly scheduled meeting. Upon conclusion of the hearing, the Committee will have fourteen (14) school days in which to provide a written response to the Association.

**Level Three** If the Association is not satisfied with the disposition of the grievance at Level Two, or the Level Two limits expire without the issuance of the Committee’s written decision, then the Association may file for arbitration with the American Arbitration Association within seven (7) school days of receipt of the Committee’s response or when the Committee’s response was due, whichever is earlier.

###### **GENERAL PROVISIONS**

1. The Association shall have the right to use in its presentation of any level of this grievance procedure any representative or representatives of its own choosing.
2. No reprisals of any kind will be taken by the Committee, the Superintendent or Deputy Superintendent against any member because of his/her participation in this Grievance Procedure.
3. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
4. When it is necessary, pursuant to the Grievance Procedure for a member to attend a grievance meeting during a school day, he/she will be released without loss of pay as necessary in order to permit participation in the procedure.
5. If the grievant and/or Association fails to process a grievance within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
6. Neither the Committee nor the Association will be permitted to assert any grounds of evidence before the arbitrator, which was not previously disclosed to the other party.

**ARTICLE 21**

**SALARIES AND OTHER MONETARY BENEFITS**

Members of the bargaining unit shall proceed through the steps of the compensation schedule as set forth in the salary schedules effective July 1, 2019 through June 30, 2022.

Members who are in service one hundred (100) or more days in any school year, including sick leave if granted by the Committee for the member, shall be granted the earned increment and any special increases in accordance with the requirements relating thereto.

Any member of the bargaining unit who fails to receive a satisfactory evaluation after having been warned in writing and given, in writing, specific goals for improvement during a reasonable time, agreed upon by both parties, shall not receive any increase in compensation until a satisfactory evaluation can be met.

###### **Travel Expense**

The above is for mileage within a 20 mile radius of Agawam. Association personnel will be reimbursed at the current IRS mileage ratefor the use of a personal car for all approved business travel.

|  |  |
| --- | --- |
| **LONGEVITY** | **2019-2022** |
| **At the end of the 5th year** | $800 |
| **At the end of the 10th year** | $1,250 |
| **At the end of the 15th year**  | $1,600 |
| **At the end of the 20th year** | $1,900 |
| **At the end of the 25th year** | $2,200 |
| **At the end of the 30th year**  | $2,700 |
| **At the end of the 35th year** | $2,900 |

Longevity is to be based on years of service in the Agawam school system.

###### **Early Retirement**

Members of the bargaining unit who elect to retire in accordance with the following table shall receive the amount shown. To be eligible for early retirement, members of the bargaining unit must have served a minimum term of ten (10) years continuous employment, including time spent on authorized leaves of absence, in the Agawam school system. This retirement must take place at the end of a school year. The Committee must be notified of the intention to retire no later than March 1 of the school year in which the retirement will take place for this provision to apply, except in cases of extenuating circumstances mutually agreed upon by the Superintendent and the member of the Association.

|  |  |
| --- | --- |
| **EARLY RETIREMENT**  | **2019-2022** |
| **AGE** | 0% |
| **55** | 20,447 |
| **56** | 19,295 |
| **57** | 18,193 |
| **58** | 17,026 |
| **59** | 15,892 |
| **60** | 14,774 |
| **61** | 13,620 |

During certain contract years, it is possible to divide individual salaries into twenty-seven (27) pay periods. The Association will notify the Superintendent in writing on or before June 15th of the year prior to such a year regarding whether bargaining unit members will receive their compensation in twenty-six (26) or twenty-seven (27) pay periods. This decision will apply to all bargaining unit members who work two-hundred and eleven (211) days per year, except for bargaining unit members who choose to receive a lump sum check in June. Bargaining unit members who work two hundred and twenty (220) days per year will receive compensation in the same manner as other twelve (12) month administrators. If the Superintendent does not receive notification by the Association on or before June 15th, the individual salaries will be divided by twenty-six (26) pay periods.

If a bargaining unit member is required to work more than their regular annual work days, said member will be compensated at their per diem rate for each additional day. The per diem rate will be calculated based upon either two hundred and eleven (211) days or two hundred and sixty (260) days (i.e., two hundred and twenty (220) work days, thirteen (13) holidays, plus twenty-seven (27) vacation days) as applicable.

#### ARTICLE 22

### **REDUCTION IN FORCE**

1. In the event the Superintendent determines it necessary to reduce the number of employees included in the bargaining unit, the Superintendent will take into consideration ability, qualifications, experience and length of service and when all the factors that constitute ability, qualifications and experience are relatively equal, length of service shall prevail.

The laid off employee(s) or the employee(s) whose position is eliminated, after the Superintendent has made any transfers it deems necessary, shall:

1. Be given preference for an open position in the Association for which he/she is qualified and certified as defined herein.
2. Be moved to a position in the Association provided that the individual has a greater length of service within the Association than the least senior administrator within the Association and for which position he/she is qualified and certified as defined herein.
3. a. “Qualified” means that the administrator possesses the necessary qualifications and experience as determined by the Superintendent for the position or can obtain such qualifications and experience by the date of notification of layoff.

b. “Certified” means that the administrator has on file with the Office of the Superintendent evidence that he/she possess the necessary certification or can obtain said certification by the date of notification of layoff.

1. Be laid off subject to recall under paragraph D of this Article.
2. In cases of identical seniority, the Superintendent will determine which administrator will be retained or recalled.
3. Administrators who have been laid off shall be entitled to recall rights for a period of two (2) years from the effective date of the layoff. An administrator must accept the offered Association position, in writing, regardless of the number of hours and/or length of work year, within seven (7) calendar days of the date the notice was mailed. Failure to respond within said timeframe will be treated as a declination of the position. Any declination of an Association position offered by the Superintendent to the laid off administrator during the recall period shall be deemed a voluntary resignation and be cause for terminating the administrator’s employment with the Superintendent. All benefits to which the administrator is entitled at the time of lay off shall be restored in full upon re-employment within the recall period.
4. Provided the plan in force permits such action, laid off administrators may be allowed to continue Group Health and Life Insurance coverage during the recall period, as provided by the Superintendent, for the full premium cost. Failure to forward full premium payments to the Superintendent by the due date, or refusal to return to employment upon recall will terminate this option.

**ARTICLE 22A**

**EVALUATIONS**

The parties have agreed to the evaluation which is attached hereto as Appendix A.

**ARTICLE 22 B**

**NON DISCRIMINATION**

It is the policy of the Agawam Schools to abide by the letter and spirit of the laws of the Commonwealth and of the United States that guarantee the equal and unbiased treatment of all students, parents, and employees of the Agawam Public Schools. The General Laws cited in the policies generally require that no person be discriminated against in employment practices including, but not limited to, hiring, promotion, transfer, discharge, pay, fringe benefits, or access to educational programs and services on the basis of race, color, sex, pregnancy and pregnancy related condition, religion, national origin, age, handicap, sexual orientation, or gender identity.

**ARTICLE 22C**

**DRUG FREE WORKPLACE ACT**

Pursuant to the Drug-Free Workplace Act (20 U.S.C. 701, et. seq.)and the regulations promulgated thereunder, the Agawam School Committee hereby adopts and implements a program to prevent the use of illicit drugs by Employees in the workplace.

1. The School Committee hereby notifies all Employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace-on school property, or a part of school activities.
2. As a condition of employment, all Employees of the Agawam Public Schools shall:
	1. Notify the School Committee in writing of any conviction of a violation, a criminal drug statute occurring in the workplace no later than five (5) calendar days after said conviction.
	2. Within thirty (30) calendar days of giving notice under paragraph (B) above, any Employee so convicted for a violation of a criminal drug statute occurring in the workplace shall satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
3. During the course of participation in a program under Paragraph B (2) above, the Employee shall be considered on voluntary leave of absence without pay.
4. Any Employee who is so convicted and satisfactorily participates and completes an approved drug abuse assistance or rehabilitation program shall forthwith be restored to his/her former employment position.
5. An Employee who is so convicted and who does not satisfactorily participate and complete an approved drug and abuse assistance or rehabilitation program shall be terminated from his or her employment by the School Committee for failure to satisfactorily participate and complete said program.
6. Based upon reasonable suspicion, the School Committee shall notify local, state, or federal law enforcement authorities, of any lawful manufacture, distribution, dispensations, possession, or use of a controlled substance by any Employee in the workplace.
7. The School Committee shall provide the Director of Finance and Human Resources and the Association with information regarding drug abuse assistance or rehabilitation programs approved by federal, state, or local health, law enforcement, or other appropriate agency.

**ARTICLE 23**

**TOTALITY OF AGREEMENT**

This contract incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation.

**ARTICLE 24**

**GENERAL PROVISIONS**

1. If any provision of this Contract or any application of this Contract to any Association employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
2. This contract constitutes Committee policy for the term of said Contract, and the Committee shall carry out the agreements contained herein and give them full force and effect as Committee policy.
3. 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 the exercise of said rights, powers, or authority shall not be subject to the grievance procedure or arbitration.

**IN WITNESS WHEREOF,** the Agawam School Committee has caused this Agreement to be signed and sealed by members of the Committee, and the Agawam Professional Administrators Association have caused this Agreement to be signed and sealed on its behalf by its President and the Chairman of the Negotiating Committee and certain members of the Negotiating Committee, duly authorized by the membership of the Agawam Professional Administrators Association on the \_\_\_\_ of , 2020.

 **AGAWAM SCHOOL COMMITTEE**

Signed and sealed in the presence of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Mayor William Sapelli

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To School Committee Members Mr. Anthony Bonavita

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 Mrs. Shelley Reed

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 Mr. Carmino Mineo

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 Mrs. Kerri O’Connor

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 Mrs. Tracy Wilkie

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 Ms. Wendy Rua

**AGAWAM PROFESSIONAL ADMINISTRATORS ASSOCIATION**

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Jason Mathes Charles Joyal

To Agawam Professional Administrators

Association \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Thomas Schnepp

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Susan Feyre

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 Michael Donovan

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 Susan Schoenberger

**APPENDIX A**

**EVALUATION INSTRUMENT**

**APPENDIX B**





