

AGREEMENT

between

SOUTH HADLEY SCHOOL COMMITTEE

and

SOUTH HADLEY EDUCATION ASSOCIATION

MASSACHUSETTS TEACHERS ASSOCIATION/UNIT A

September 1, 2020 – August 31, 2021

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PREAMBLE

This AGREEMENT is between the SCHOOL COMMITTEE OF THE TOWN OF SOUTH HADLEY, MASSACHUSETTS (hereinafter called the "Committee") and the SOUTH HADLEY EDUCATION ASSOCIATION-MASSACHUSETTS TEACHERS ASSOCIATION (hereinafter called the "Association").

WHEREAS, pursuant to General Laws Chapter 150E the Committee and the Association have bargained in good faith as to wages, hours, and other conditions of employment, and

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

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

ARTICLE I RECOGNITION

The Committee recognizes the Association as the exclusive bargaining agent for the professional employees of the Committee (hereinafter called teacher(s) Unit "A"), excepting, however, the Administrators to the Superintendent and all other members of Unit "C" Administrative Unit. Summer school teachers and evening school teachers employed by the Committee are not subject to the provisions hereof; PROVIDED, HOWEVER, that such employees are subject to the provisions of Appendix A, hereto attached, the provisions of which are hereby specifically incorporated by reference.

ARTICLE II RIGHTS AND PROCEDURES

SECTION 1

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

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

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

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

SECTION 2

Whenever the Association desires to be heard by the Committee upon any questions before the Committee, representatives of the Executive Committee of the Association will first meet at the earliest possible time with the Superintendent, to review the facts and details of the question at hand. Following this meeting, the Executive Committee shall be given an opportunity to send representatives to meet with the Committee and present such information or views as it sees fit.

The Committee agrees to suspend, if possible, any final action on a question until it has heard the views of the Executive Committee of the Association, if the Executive Committee has, in fact, complied with the aforementioned procedure in requesting such a meeting to present their views.

SECTION 3

Before the Committee adopts a change in rules, regulations, or policy which substantially affects wages, hours, standards of productivity and performance, and any other terms and conditions of employment and which is not covered by the

terms of this Agreement, the Committee will notify the Association, in writing, through its approved minutes, that it is considering such a change. The Association will have the right to negotiate with the Committee, provided that it files such a request with the Committee within five (5) days, excluding weekends and legal holidays, after receipt of said notice.

SECTION 4

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

SECTION 5

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

ARTICLE III DURATION/NEGOTIATION PROCEDURE

SECTION 1

This Agreement shall continue in full force and effect from September 1, 2020 through August 31, 2021. Collective bargaining for a new Agreement, to become effective upon the expiration of this Agreement, may be reopened by either party by giving written notice to the other party. If negotiations are not completed by August 31, 2021, the provisions of this Agreement will remain in full force and effect until said Successor Agreement is executed; provided, however, either party can terminate this Agreement after August 31, 2021 by serving written notice of their intention to terminate the Agreement. Said written notice must be served at least forty-five (45) calendar days prior to the actual termination.

SECTION 2

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

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

ARTICLE IV
NON-DISCRIMINATION

In all matters of employment, the Committee and the Association agree that there shall be no unlawful discrimination or harassment on account of age, race, creed, sex, place of birth, residence, marital status, sexual orientation, or sexual identity.

No dispute regarding alleged discrimination under this Article shall be subject to arbitration under this Agreement unless, as a condition precedent to arbitration, the Association and the employee shall sign and give to the Committee, on a form prepared or approved by the Committee, a waiver of any and all rights to appeal the disciplinary action to any other forum, including the Massachusetts Commission Against Discrimination. The waiver shall include a declaration that no other review has been commenced.

ARTICLE V
RIGHTS OF THE ASSOCIATION

SECTION 1

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

SECTION 2

No member of the Association shall be prevented from supporting and serving the Association, provided there is no conflict with the employee's regular duties.

SECTION 3

No teacher or administrator (except principals, as excluded by law) in the South Hadley Public Schools shall be prevented in any way from becoming a member of the Association.

SECTION 4

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

SECTION 5

The President, President-elect, and Chairman of the Negotiating Committee of the Association or their appointed alternate representatives shall each be granted one (1) release time day yearly for the attendance at meetings connected with the business of the Association.

SECTION 6

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

SECTION 7

The Association shall have the free use of a mailbox in each school building, and shall have free access to all teachers' mailboxes for Association business.

SECTION 8

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

SECTION 9

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

SECTION 10

The Association shall have the use of school duplication and communication equipment and materials, within reason but not for political purposes.

SECTION 11

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

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

SECTION 12

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

SECTION 13

The privacy of Association communications shall be scrupulously observed.

SECTION 14

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

SECTION 15

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

SECTION 16

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

SECTION 17

The Association will have a permanent school committee agenda item to present to the School Committee.

SECTION 18

The Association will have an allotted time at the new hire orientation and convocation to conduct Union business.

SECTION 19

The President of the Association will have reasonable time, afforded a substitute, and have the ability to perform union business, one day per quarter with Superintendent approval.

ARTICLE VI NO-STRIKE CLAUSE

During the term of this Agreement and any extension thereof the parties hereto agree that there shall be no strikes of any kind whatsoever; work stoppages, slow-downs; withholding of services; or interference or interruption with the operations of the School Department by any members of this Bargaining Unit. Nor shall there be any strike or interruption of work during the term of this Agreement

by any members of this Bargaining Unit because of any disputes or disagreements between any other persons (or other employers or Associations) who are not signatory parties to this Agreement.

A member or members of this Bargaining Unit who violate this provision shall be subject to disciplinary action, including discharge; but the question of whether a member or members of this Bargaining Unit has violated this provision will be subject to the grievance procedure and any claim by either party against the other for a violation of this article shall be subject to the grievance procedure. Should there be any strike or interruption of work, the Association, through its officials, shall notify the persons involved that the strike, stoppage, sitdown or slowdown of work is a violation of the Agreement and is not authorized or condoned by the South Hadley Education Association or Massachusetts Teachers Association and that the member or members of this bargaining unit shall return immediately to their respective jobs and cease any action which might adversely affect the Employer's operations. The Association agrees that it will exert its best efforts to end such activity, although it is understood that there may be circumstances over which the Association has no control. In such circumstances, the Association will immediately notify the Employer in writing that such is the case.

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

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

members of this bargaining unit shall not be entitled to or have any recourse to the grievance procedure, but the question of whether a member or members of this bargaining unit has violated this provision will be subject to the grievance procedure.

ARTICLE VII
TEACHER CONTRACTS/PERIOD OF ACCEPTANCE

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

ARTICLE VIII
TEACHER EMPLOYMENT

All teachers, supervisors, counselors and special teachers, and nurses shall be required to qualify for employment by meeting all standards set by the General Laws of Massachusetts and existing regulations of the Committee.

ARTICLE IX
TEACHER RESIGNATIONS

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

ARTICLE X
GRIEVANCE PROCEDURE

SECTION 1

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

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

This language is not intended to preclude the aggrieved from inserting additional facts and information, should same only come to the employee's attention or be discovered subsequent to the submitting of the initial complaint.

The following procedure shall then be followed:

LEVEL ONE: The teacher or teachers aggrieved shall present the grievance within twenty (20) days of the occurrence or within twenty (20) days of the date the employee knew of the occurrence which gives rise to the grievance, to the employee's immediate superior and to the Association. A meeting shall be held in an effort to resolve the grievance between the teacher or teachers, the immediate supervisor and the Association representative or representatives from each building, within ten (10) days of its submission as aforesaid.

LEVEL TWO: In the event that the grievance is not settled by the meeting at LEVEL ONE, the teacher or teachers or the Association may, within ten (10) days thereafter, submit the written grievance to the Superintendent of Schools and shall deliver a copy thereof to the Professional Rights and Responsibilities Committee of the Association. Within ten (10) days of the Superintendent's receipt thereof, the Superintendent shall meet with the teacher, teachers and/or the Professional Rights

and Responsibilities Committee of the Association, in an effort to settle the grievance. The teacher or teachers may be accompanied by a member of the Professional Rights and Responsibilities Committee.

Within ten (10) days after such meeting, the Superintendent shall advise the teacher or teachers and the Professional Rights and Responsibilities Committee, in writing, of the Superintendent's decision concerning the grievance.

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

LEVEL FOUR: If the Association is not satisfied with the disposition of the grievance at LEVEL THREE, or the LEVEL THREE time limit expires without the issuance of the Committee's written answer, then, the Association may submit this grievance to final and binding arbitration. If the demand for arbitration is not filed within two (2) weeks of the date of the School Committee's LEVEL THREE reply, then the grievance will be deemed withdrawn. The procedures governing the arbitration process are set forth below:

1. The arbitration proceeding will be conducted under the rules of the American Arbitration Association. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement. The award shall be final and binding on the School Committee, the Association and the grievant. The fees and expenses of the arbitrator shall be borne equally by the parties.
2. An Association grievance may be submitted directly to Level Three of the grievance procedure by written concurrence of the Principal and the Superintendent. Grievances that affect a group or class of teachers or primarily involve a single issue will be consolidated for processing under this Article.
3. If the School Committee claims the Association has violated the No-Strike provision of the Agreement, it may present such claim to

the Association, in writing, and if the parties fail to settle it within two (2) weeks, the School Committee may submit the problem to arbitration, under the provisions of this Article.

4. The Arbitrator's decision shall be rendered within thirty (30) days of its submission and shall not extend beyond the submission nor alter, amend, or modify the provisions of the Agreement. Nor shall the Arbitrator render a decision which shall impinge upon any reserved rights and duties of the Committee.

The expenses of the Arbitrator shall be borne equally by both parties. It is agreed that whenever the word Superintendent is used herein, it shall not be limited to the Superintendent, as the Superintendent or the Committee may name a designee to act on their behalf; except that in no instance shall the designee be one who falls within the meaning of bargaining unit employee, under the provisions of Chapter 150E.

Notwithstanding any language in this Article, it is explicitly agreed that either party may invoke the arbitration procedures for alleged violations of the no-strike article of this Agreement.

SECTION 2

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

SECTION 3

If, in the judgment of the Professional Rights and Responsibilities Committee, a grievance affects a group or class of teachers, or, if so, in the judgment of the Professional Rights and Responsibilities Committee, a series of grievances are conceived with the same subject matter, it may submit grievance or such series of grievances collectively at LEVEL TWO of the grievance procedure.

SECTION 4

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

SECTION 5

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

ARTICLE XI NOTIFICATION OF VACANCIES

SECTION 1

Whenever a vacancy or new position occurs, the Superintendent shall cause notice thereof via the school e-mail system at the earliest possible date, but in any event sufficiently early so that any person has at least five (5) school days to make written application. This e-mail notification will be employed during the school year and during the Summer.

ARTICLE XII TEACHER ASSIGNMENT

SECTION 1

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

SECTION 2

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

ARTICLE XIII
TEACHER EVALUATION

SECTION 1

All observations or monitoring of a teacher's performance shall be done openly and with the employee's full knowledge, and electronic devices will not be used for this purpose, except by prior mutual agreement of a teacher and the employee's evaluator. Teachers shall inspect and sign evaluation reports prepared by their superiors and shall have the right to discuss such reports with their superiors.

SECTION 2

Any teacher shall have the right, upon written request, to be granted an appointment to inspect the contents of the employee's personnel folder and make copies of such contents and records as concern the employee's work or the employee.

SECTION 3

In the event that any material derogatory of a teacher's conduct, service or personality is to be included in the employee's personnel file, the employee shall first be given an opportunity to review and make written answer thereto. Any such answer shall be attached to such material. Teachers shall sign such material when reviewed. Such signature shall in no way be construed to indicate agreement or accord with such material.

SECTION 4

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

SECTION 5

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

SECTION 6

No teachers with professional teaching status (PTS) will be dismissed, disciplined, reprimanded, reduced in rank or compensation without just cause. If a teacher with PTS is given a disciplinary action involving either a suspension or dismissal from employment, the teacher may elect to either follow the grievance procedure to arbitration or follow the procedure set forth in GL 71, §42 of the MGL.

SECTION 7

The agreed teacher performance evaluation standards are available in the office of the Superintendent.

SECTION 8

The parties to this Agreement have mutually developed and agreed to an evaluation procedure for bargaining unit members.

ARTICLE XIV
TEACHER TRANSFER

Whenever it is necessary to transfer a teacher from one school to another, it is agreed:

- a. The Superintendent shall take into consideration seniority and the wishes and convenience of individual teachers to the extent that they do not conflict with the best interest of the system.
- b. When an involuntary transfer of a teacher is necessary, the Superintendent or designee shall consider areas of competence, major and/or minor fields of study, quality of teaching performance and

length of service in the system. An involuntary transfer will be made only after a meeting with the teacher involved and the Superintendent or designee (or the employee's designee), at which time the teacher will be notified of the reason for the transfer. When the above areas are relatively equal, the least senior teacher shall be transferred.

- c. No teacher shall be involuntarily transferred, except to a position for which the employee has been licensed pursuant to General Laws (Ter. Ed) Chapter 71.
- d. Notice of transfer will be given to the teacher concerned as soon as practicable and, in normal circumstances, not later than July 1st, if the transfer is intended to take effect in September.
- e. In the event that a teacher desires to be transferred, the employee shall file a written statement thereof with the office of the Superintendent or designee not later than April 1st. The Superintendent or designee shall, as soon as practicable and under normal circumstances, at least one (1) week prior to the end of the school year, inform the teacher of the action taken relative to the request.
- f. No teacher shall be assigned or transferred to any school unless the principal thereof has been consulted relative to such assignment or transfer.
- g. It is agreed that the final decision as to the transfer of a teacher is the responsibility of the Superintendent.

ARTICLE XV TEACHER PRIVACY

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

ARTICLE XVI
CLASS SIZE

The School Committee and the Association recognize the desirability of achieving optimum learning conditions by attempting to assure a workable class size. Efforts will continue to be made to provide facilities and staff which will make it possible to maintain desirable class size subject to availability of classrooms, community financial resources and professional personnel. The School Committee will make an effort to retain or improve the present teacher-student ratio. The Association, upon request, will meet with the Superintendent no later than October 1 to discuss class size issues.

ARTICLE XVII
REDUCTION IN STAFF

SECTION 1

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

The Superintendent shall terminate or not renew the employment of those teachers who have not attained professional teacher status, provided that such termination or no-renewal will permit staffing of all anticipated positions by certified teachers with professional teacher status.

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

“Seniority” means a teacher’s continuous length of service in years, months, and days in the bargaining unit of South Hadley School System – provided that the seniority of present teachers as of the effective date of this Agreement shall consist of their length of continuous service from their last date of employment by the Committee.

SECTION 2

In the event that a member of Unit C with professional status is laid off from that unit, the employee may exercise seniority rights in this bargaining unit. A Unit C Administrator’s seniority rights shall be defined as length of service in a position defined in Article I of this Agreement. Time spent in a position listed in Article II – Recognition, of the Unit C Agreement, shall not accrue for purposes of seniority in this bargaining Unit A, except that time spent as a Department Head shall accrue for purposes of seniority rights in this bargaining Unit A.

SECTION 3

Teachers shall be credited for seniority purposes with all time spent on any leave of absence provided for in this Agreement, except as noted in Article XXXV, Section 8 (2).

SECTION 4

If employees have identical seniority, seniority preference will be given to the employee who has achieved the highest degree status. If the employees still have identical seniority there will be a lottery to determine seniority for that reduction in force.

SECTION 5

Teachers with professional status who are to be affected by a reduction in staff must be notified in writing no later than June 15 of the school year preceding the school year in which the reduction will take effect. Said notice shall include the specific reasons for the layoff. Teachers with professional status who have been laid off shall be entitled to recall rights for a period of time equal to the length of continuous service on the effective date of their respective layoff, but under no circumstances more than two (2) years. During the recall period, teachers with professional status shall be notified by certified mail to their last address of record, and given preference for positions as they develop in the inverse order of their

respective layoff and all benefits to which a teacher was entitled at the time of layoff shall be restored in full upon re-employment within the recall period. The employee shall, within fourteen (14) days after receipt of notice of recall by certified mail and return receipt requested, file acceptance through return of a signed slip provided by the Employer of their intention to return or not to return by certified mail and return receipt requested. If such acceptance is not received by the Superintendent's office at the end of fourteen (14) calendar days, it shall be considered a declination on the part of the employee, unless there are unusual extenuating circumstances approved by the Superintendent. During the recall periods, teachers with professional status who have been laid off shall be given every consideration for substitute work if they desire, and express such desire in writing. Teachers with professional status on layoff will be given preference in their area of certification.

SECTION 6

A list specifying the seniority of each member of the bargaining unit shall be prepared by the Superintendent or designee and forwarded to the President of the Association within thirty (30) calendar days following the execution of this Agreement. An updated "seniority list" shall be supplied by the Superintendent or designee annually thereafter. Within thirty (30) calendar days after the signing of this Agreement, a list of employees arranged in the order of their seniority shall be posted on all Association bulletin boards within each school and a copy furnished to the Association. Claims for corrections to such lists must be made to the Employer and the Association within thirty (30) calendar days after such posting and, after such time, the lists will be regarded as correct. Any dispute raised by the Association or Employee within the thirty (30) calendar day period, concerning an employee's seniority, shall be referred to the Grievance Procedure as provided herein.

SECTION 7

Provided that the plan in force at the time permits such action, laid off employees may continue group health and life insurance coverage during the recall period as provided by the Committee to members of the bargaining unit by reimbursing the proper authority for total premium cost. Failure to forward premium payments to the proper authority by due date will terminate this option.

ARTICLE XVIII
SCHOOL YEAR

SECTION 1

The school year for all teachers shall consist of one hundred and eighty-two (182) contracted instructional days, plus two (2) contracted in-service days as follows:

- a. one (1) in-service day prior to the first pupil day.
- b. one (1) day subsequent to the last pupil day, except that the teacher work year will be considered completed coincidental with the last pupil day if the teacher has completed all normal and regular school closing duties.
- c. K-8 students will have early dismissal on the last day of school and teachers will utilize the rest of the day for appropriate year-end review and new school year preparation/planning.

SECTION 2

All such days shall be scheduled between the third work day prior to September 1 of each year and the succeeding June 30.

SECTION 3

The School Calendar will be adopted by the School Committee only after consultation with the Association.

SECTION 4

Notwithstanding the provisions of Sections 1 and 2, newly-hired teachers may be required to work one (1) additional contracted day prior to the beginning of the teacher work year; in addition, newly-hired teachers without previous teaching experience will be contracted to a full in-service day on the day after the last pupil day, Volunteers, approved by Administration, who assist newly hired teachers will be paid at the hourly rate for curriculum and/or related work.

SECTION 5

Teachers will only have a half day of work on the last student school day, and a half day of work on the day before Thanksgiving.

ARTICLE XIX TEACHER DUTIES/RESPONSIBILITIES

SECTION 1

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

SECTION 2

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

SECTION 3

The working day for teachers and nurses is defined as that part of the day during which all teachers and nurses are expected to be present for duty and will be no more than six (6) hours and thirty-five (35) minutes, including a lunch period. A teacher hired for a fifty percent (50%) teaching assignment will be expected to be present at school twenty (20) hours per week. The Superintendent maintains the unilateral right to change the starting and ending times for schools as the need arises, but in no case will the changes extend the teachers' total working day.

It is the obligation of each teacher and nurse to perform the responsibilities of his or her post as determined under the contract. The teacher or nurse as a member of a professional team is an appropriate judge as to when his or her daily professional responsibilities have been completed. Beyond the time that schools are in session for instruction, teachers are not confined to specific hours of work,

but are expected to be in their classrooms and ready to begin instruction prior to the arrival of students and available after school in order to complete instructional and professional duties. Commitments for the purpose of this paragraph shall mean parent-teacher conferences, student meetings, department meetings, and general faculty meetings. These meetings shall be reasonable in number and length.

Before school, recess and after school assignments will be distributed as equitably as possible, and therefore, every effort will be made to avoid assigning any elementary teacher to more than two (2) such duties on the same day. It is agreed that teachers with bus duty will arrive as early and remain as long as necessary to fulfill their obligations, and it is further agreed that the Superintendent will endeavor to have the buses arrive and depart within the first and last fifteen (15) minutes before and after the work day of the teachers and the instructional day for students.

SECTION 4: TEACHER HOURS

For each year of the Agreement during which the School Committee so determines, teachers' starting times shall be fixed as follows:

high school : 7:12a.m. to 2:11 p.m. (25 minutes for lunch)

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

Plains: 8: 37 a.m. to 3:35 p.m. (30 minutes for lunch)

Mosier: 8:07 a.m. to 3:05 p.m. (35 minutes for lunch)

Middle School: 7: 37 a.m. to 2:35 p.m. (30 minutes for lunch)

Effective 2017-2018, the work day for teachers shall include ten (10) minutes before the student start time and ten (10) minutes after the student dismissal time. Such time shall be non-assignable and any work performed shall be solely at the discretion and direction of the teacher.

Non-Standard Hours: Unit A members who volunteer and newly-hired employees may be assigned a non-traditional start-time. However, their workday, work year and benefits will otherwise comport with the Unit A contract.

SECTION 5

It shall be the duty of the teacher, in case of sickness, to notify the principal, assistant principal, or acting principal, as early as possible, that the employee will be unable to attend the employee's duties, so that a substitute may be provided. In the event that none of these people can be contacted, the School Department Office will be notified as early as possible. Nurses are otherwise expected to arrange for substitutes for absences other than illness and personal days.

SECTION 6

A teacher may leave the employee's assigned building during unassigned periods so long as the employee has (a) no obligations; (b) identifies in a sign out book located in the Main Office where the employee will be during said time and when the employee will return.

SECTION 7

Teachers shall keep accurate and up-to-date records of the academic progress and conduct of their pupils. Such records are to be deposited with the building principal or Special Education Director at the close of the school year.

SECTION 8

Teachers shall make every reasonable effort to preserve and care for textbooks, apparatus and other school property provided for professional or pupil use; shall, as directed by the Superintendent, elementary supervisors, department heads or principals, provide inventory records thereof; shall initiate any necessary action in the event of mutilation, defacement or loss of school property by a pupil; and shall be responsible for the order and neatness of their teaching stations. Teachers shall not be required to perform custodial functions.

In the event of any injury to school property, prompt notice shall be given to the principal of the building. The nurse is expected to perform Workers Compensation administration and related responsibilities for the employee's school assignment, in accord with practice at any district schools. No state certification shall be required in the area of Workers Compensation

SECTION 9

Administration will require additional time for teachers for professional activities. This time will be devoted to such activities as data analysis, professional development, professional learning communities, curriculum work, NEASC activities, and preparation for special education coordinated review. The additional time requirement for any particular activity will normally be determined by central office, respective school principal, or the special education director, but may be allocated to a particular department or working faculty group. The additional time agreed to for these activities will be as follows:

Effective September 1, 2017

6 hours after school
6 hours early release

ARTICLE XX
LUNCH PERIODS

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

- a. Elementary School (Grade K through 5) length of regular lunch period but not less than thirty (30) minutes. It is understood, however, that one (1) certified teacher or principal be on the school premises at all times during lunch periods, if necessary, on a rotating basis.
- b. Middle School – Length of regular student lunch period.
- c. Senior High School – Length of regular student lunch period.

ARTICLE XXI
PREPARATION PERIODS

SECTION 1

Each senior high school teacher shall be given, in addition to the employee's duty-free lunch period, one (1) class period per day for preparation, during which the employee shall not be assigned other duties or scheduled for administrative conferences.

SECTION 2

Each Middle School teacher shall be given, in addition to the employee's duty-free lunch period, the equivalent of forty (40) minutes per day within a week for preparation, during which the employee shall not be assigned other duties or scheduled for administrative conferences.

SECTION 3

In addition to the duty-free lunch period, all elementary teachers, excluding those at the Middle School, shall be granted at least fifteen (15) minutes duty free each day, between the start of the school day and one-half (1/2) hour after lunch. This time will not be unreasonably denied.

SECTION 4

All elementary teachers will, be granted thirty (30) consecutive minutes of preparation time per day, or one hundred fifty (150) minutes per week, and the periods when a special teacher is in the room are the times which will normally be used for this purpose. This time will not be unreasonably denied.

SECTION 5

Nurses will meet once a month during the school year in lieu of a preparation period. These meetings shall be full days unless they are scheduled for early release days in which case they shall be a half day.

Nurses shall be granted up to two (2) work days at per diem during the summer months for the purposes of record keeping and preparation for opening day.

ARTICLE XXII
NUMBER OF PREPARATIONS

SECTION 1

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

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

SECTION 2

No elementary or middle school teacher shall be required to remain in the employee's classroom while the employee's class is being conducted by special teachers, such as Art, Music, Reading or the like, unless deemed essential by such special teacher. In the event that a special teacher deems that the lesson is essential to the future teaching of said subject by the homeroom teacher, then, and only *then*, shall the principal make the determination as to whether the teacher shall remain in the classroom.

SECTION 3

In the event that the Superintendent or a principal or department head shall determine that an exception to this ARTICLE XXIII is necessary in the best interest of the educational process of the system, the employee may make such exception; PROVIDED, HOWEVER, that the teacher affected thereby agrees. If such exception is made without agreement, the teacher who considers such exception unjustified may initiate a grievance with regard thereto.

ARTICLE XXIII
TEACHING OVERLOAD

All parties acknowledge that Unit A teachers carry a five class teaching load under the existing contract. From time to time a unique situation may arise when the district has additional classes that need to be taught beyond those that can be assigned to the traditional teaching loads of the existing faculty. In such circumstances one or more teachers – based upon proper license, expertise, experience and/or teaching availability during the given time slot when the course(s) need to be taught – may be approached about interest in teaching the overload course(s).

It is acknowledged by all parties that no teacher can or will be required to teach an overload course(s) and that all such assignments are on a volunteer basis only.

When a teacher volunteers to teach one or more overload class, the employee will be paid one-fifth more of the employee's existing salary per overload class. As overload salaries are considered part of the normal contractual annual salary, and adhere to the Unit A and Unit C contractual provisions, the appropriate percentage of Massachusetts Teachers' Retirement will be withheld from this additional salary amount as is the case of all supplemental salaries listed in the existing aforementioned contracts.

ARTICLE XXIV
SUPPLEMENTAL ASSIGNMENTS

SECTION 1

Supplemental assignments and the remuneration thereof are set forth in Appendix B hereto attached, which is hereby specifically incorporated herein by reference, and shall be staffed on a volunteer basis. Vacancies in supplemental assignments shall be posted as they may occur in order that qualified teachers may apply. Successful candidates will be placed on the supplemental assignment salary scale at the level appropriate to their experience (in the area of the assignment). Any person changing position upward on the supplemental salary schedule shall not receive less than the employee received for the position just vacated.

SECTION 2

The District will only compensate a teacher to attend a summer professional development when the School is requiring the teacher's attendance.

ARTICLE XXV UNSCHEDULED RESPONSIBILITIES

It is specifically agreed that teachers will, from time to time, be responsible for attendance or assistance at school functions such as P.T.A., school dances and the like. The teacher shall be responsible for attending the annual open house program.

ARTICLE XXVI CONFERENCE AND CONVENTION DAYS

SECTION 1

Teachers shall be encouraged to attend professional conferences in their fields. It is essential that teachers or administrators present written requests for such attendance to the Superintendent or designee prior to December 1st, for attendance at any anticipated conferences in the succeeding calendar year. The Superintendent or designee, in considering, whether to grant such requests, shall consider the value of attendance to the teacher and the system, together with other factors such as the number of requests by one teacher, the number of people from one department or one building, and the budgetary impact.

The Committee shall annually make available professional development funds which will be allocated for such activities as follows:

- a. Short-term professional development leaves of one to five days to develop new instructional materials and strategies for use in the teacher's classroom.
- b. One-time funding of a pilot program developed by a teacher.
- c. Attendance at conference workshops and conventions.

- d. Partial tuition support for courses.

Requests for approval and funding of professional development activities will be submitted on forms prescribed. A building principal's recommendation must be included with each request. The principal will then forward the request with recommendations to the Superintendent or designee for final decision. The fund will not be used for teacher salaries or to cover the cost of providing substitute coverage. The Committee will as a minimum continue its \$250 per nurse educational allowance.

SECTION 2

Any teacher who is allowed to attend such conferences shall, following the employee's attendance, submit a formal written report thereof to the Superintendent. The format of both the original request and such report shall be determined by the Superintendent.

ARTICLE XXVII VISITING DAYS

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

ARTICLE XXVIII IN-SERVICE AND PARENTAL CONFERENCES

SECTION 1: Professional Development

Recognizing the importance of professional development, a Professional Development Committee will be formed, with equal membership of Unit A members and Administrators. This Committee shall review and make recommendations to the School Committee as to the District's Professional Development Plan as submitted to the Department of Education and follow up with an evaluation of workshop/in-service programs. Such recommendations may also

address the content and type of workshop and/or in-service programs, as well as satisfy the requirements of MGL Chapter 71, Sec. 38Q related to professional development plans for professional staff.

SECTION 2: Parental Conferences

It is agreed by both parties that parental conferences should be an integral part of the district's regular reporting system. To that end, the following schedule is established for scheduling conferences with parents of students:

1. Early Release Days for Parental Conferences

Two (2) consecutive early dismissal half-days will be scheduled for parental conferences at the Middle School and the elementary schools during the month of November at the conclusion of the third quarter marking period. During the month of April at the conclusion of the third quarter marking period, two (2) consecutive early dismissal half-days will be scheduled for parental conferences at the elementary schools. Annually, by mutual agreement of the parties, one of the early dismissal days in April may be reallocated to the fall to provide for communication with parents during the early part of the school year.

- A. Teachers will determine the parents with whom they need or desire to meet in scheduling conferences during the scheduled early release days for conferences.
- B. A report (grade card or conference form) developed by the professional staff of each building and approved by the School Committee will be completed by the teacher in preparation for parent conferences. The report form will be prepared and provided to parents of each elementary student as a means of communicating progress during the marking period.
- C. The schedule of conferences on early release days will be as follows:
 - 1) Elementary Schools will schedule conferences from one p.m. to four p.m. on the first day and from one p.m. to three p.m. on the second day.

- 2) The Middle School will schedule conferences from twelve p.m. to three p.m. on the first day and from twelve p.m. to two p.m. on the second day.
 - 3) A lunch period will be provided as referenced in Article XXI of this Agreement.
- D. Approval is granted for early release of any teacher whose scheduled conferences have been completed outside of the hours specified in Section C.
2. Parental conferences for the High School will continue to be scheduled on an individualized basis upon request of the parents or the teacher, as is the current practice.
 3. Parental conferences may be requested by either parent or teacher at all grade levels, Pre-School-Grade 12, and such requests will be honored throughout the school year.

ARTICLE XXIX
PROFESSIONAL REMUNERATION

SECTION 1

Teachers shall receive remuneration in accordance with the salary schedule, hereto attached, and marked APPENDIX A, which is hereby specifically incorporated herein by reference.

SECTION 2

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

ARTICLE XXX
SALARY PLACEMENT

SECTION 1

The placement of each teacher on the salary schedule shall be determined at the time of hire; PROVIDED, HOWEVER, that a teacher who is expected to complete requirements for an advance degree or to complete credits which affect salary, and who shall notify the Superintendent in writing thereof by November 1st of the preceding school year prior to the employee's intent to complete the work needed to earn a degree related column movement on either August 1 or January 1st, whichever next follows receipt by the Superintendent of documents or other satisfactory proof of such completion, and PROVIDED FURTHER that whenever a teacher is appointed to a supplementary assignment, his compensation therefor, shall commence immediately. In order to obtain salary increase pursuant to this Article, it shall be the duty of the teacher concerned to see that necessary documentary proof is furnished to the office of the Superintendent.

SECTION 2

In order to be an obligation and to be budgeted, notice by a teacher of expected completion of degree or credits supporting a column change in a given fiscal year must be provided to the Superintendent no later than November 1st of the preceding fiscal year.

SECTION 3

All temporary hires that are hired the following year as an FTE employee shall receive credit for their time as a temporary employee as their first year towards PTS status provided it was longer than eight (8) months of the year.

ARTICLE XXXI
CREDIT FOR EXPERIENCE

SECTION 1

The Committee shall not, except for particular positions requiring special and unusual skills and training, pay, to any teacher, a higher salary than that paid to teachers already employed who have equal training and experience.

SECTION 2

The Superintendent may allow full credit to newly hired teachers for previous teaching experience and/or prior experience directly related to their assignments. A current teacher who was not given credit for similar non-teaching experience as is given to a new teacher, and who is teaching in the same building and licensure assignment, shall have the right during that contract year to petition the Superintendent for an experience adjustment.

SECTION 3

It is understood that new hires may be given credit for up to four (4) years for military service.

SECTION 4

Nothing in this Article shall entitle any teacher, after the employee's initial placement, to step increases except as may be provided in the wage policies of the system.

ARTICLE XXXII
SALARY AND OTHER COMPENSATION

SECTION 1

Regularly employed teachers shall have their salaries paid in twenty-six (26) equal installments. These payments, will be paid every two (2) weeks.

SECTION 2

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

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

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

Employees hired after September 1, 2014 shall be eligible, upon completion of ten (10) years in the South Hadley Public School System, a longevity recognition increment in the amount of six hundred fifty dollars (\$650). At the end of the fifteenth (15th), twentieth (20th), twenty-fifth (25th) and thirtieth (30th) year of service, respectively, additional increments of two hundred fifty dollars (\$250) shall be granted. Service for the above provision shall be based on longevity or continuous service.

SECTION 3: Grandfathered Longevity

Grandfathered longevity upon the completion of the required number of years of service will be paid in the following academic school year. (For example, an employee who has completed ten (10) year in the South Hadley Public Schools by the end of the 2013-2014 school year would receive the longevity recognition increment in the 2014-2015 academic year).

This section only applies to those employees who have met the specific longevity requirements detailed below as of June 30, 2014

20 yrs. of service as of June 30, 2014 by the teacher is needed to qualify for this benefit. The per diem rate of the teacher as of June 30, 2014 will be used to calculate the total amount earned. At time or retirement the teacher must have accumulated 85 days during 1st year of contract; 90 days during 2nd year of contract; and 100 sick days during the 3rd year of contract and thereafter to be eligible for the payment for 55 sick days.

15 yrs. of service as of June 30, 2014 by the teacher is needed to qualify for this benefit. The per diem rate of the teacher as of June 30, 2014 will be used to calculate the total amount earned. At time of retirement the teacher must have accumulated 85 days during 1st year of contract; 90 days during 2nd year of contract; and 100 sick days during 3rd year of contract. This benefit expires Aug. 31, 2017 for these individuals. If eligible the payment is for 45 sick days.

The above individuals are entitled to the new longevity schedule. At the time of retirement, if the above benefit is being received, there will be a reduction from this benefit which will be the difference between the old longevity amount and the new longevity amount.

No sick buy back will continue to exist for employees (except 20 yrs. of service as of June 30, 2014) after the expiration of the contract, Aug. 31, 2017.

SECTION 4

Summer school and evening school teachers' compensation will be at the rate of thirty two dollars (\$32) per hour. When the position is approved by the Superintendent, such position will be filled by volunteers, with teachers in the system being given the preference.

SECTION 5

Home tutoring compensation will be at the rate of thirty two dollars (\$32) per hour. When the position is approved by the Superintendent, such position will be filled by volunteers, with teachers in the system being given preference.

SECTION 6

Curriculum work and related work which is done beyond the work day or done during the summer and vacation periods will be compensated at the rate of thirty two dollars (\$32) per hour. When the position is approved by the Superintendent, such positions will be filled by volunteers, with teachers in the system being given preference. Any and all other curriculum and related work done outside the teachers' regular workday is strictly understood to be voluntary on the part of the teachers.

The Association recognizes it is the professional responsibility of all personnel to participate in the achievement of system goals and objectives such as the development and implementation of curricula, staff development, and instructional improvement. Therefore, the Association will work with the School Department to encourage all professional staff to support such activities for the life of this Agreement.

SECTION 7

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

SECTION 8

Non-teaching, non-administrative personnel, such as Guidance Counselors, Audio-Visual Directors, Librarians, High School Chapter 766 Core Chairman, and the like, who volunteer to work the equivalent of one (1) class period per day, in addition to the normal working day, will be compensated at the rate of eight percent (8%) of their annual salary for the time worked.

SECTION 9

Each full-time teacher who provides professional services at the employee's assigned place of employment on every day for which the employee is contracted shall be given a productivity bonus of one hundred fifty dollars (\$150) at the end of the school year. For purposes of this article, professional days approved by the administration shall be treated as professional services at the school.

SECTION 10

The School Department will pay one hundred fifty dollars (\$150) per year for uniforms for nurses, upon presentation of vouchers to the Business office (or Assistant to Superintendent for Business Services).

SECTION 11

Career and Technical teachers - In determining the placement of career and technical teachers on the salary schedule, career and technical teachers will be given full credit for their years of experience in the field, said teachers are hired to teach.

1. Career and Technical teachers with five (5) years of experience who earn a B.A. degree shall be placed on the appropriate step in the M.A. column.

2. Career and Technical teachers with five (5) years of experience who earn an M.A. degree shall be placed on the appropriate step in the M + 30 column.

For the purpose of this subsection, a career and technical teacher shall be defined to include teachers in the following fields:

- 1) Culinary Arts
- 2) Carpentry
- 3) Hospitality Management
- 4) Criminal Justice
- 5) Any other career technical programs that are started.

ARTICLE XXXIII
REQUIREMENTS FOR COLUMN MOVEMENT

SECTION 1

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

- A. That the thirty (30) hours of credit at the graduate level will be at an accredited college or university, except as provided in Section 3.
- B. That such credits must be in addition to those used for teacher certification under the existing law, Chapter 71, Section 38G.
- C. That courses must be in the teacher's instructional field at the time taken or be of benefit to a teacher by improving and/or broadening the employee's knowledge of specific and general educational practice.
- D. That:
 1. Courses or credits may be earned after the teacher has completed all the requirements for a Masters Degree.
 2. Courses not included in a Masters program and not used, as specified in (B) above, but taken prior to or during a degree program, may be counted.

3. Courses taken, prior to a Masters degree, must be taken within a time span of not more than six (6) years. The six (6) years shall commence with the starting month of the first course and end with the Superintendent's approval of the last.
- E. That courses to be taken to fulfill requirements (C) must be presented for the Superintendent's approval in advance of undertaking same. Forms for this purpose shall be made available by the Superintendent at the request of the teacher.
- F. That new teachers to the system, at their request, shall have their transcripts reviewed by the Superintendent and shall be told, prior to or at the time of election, how many graduate credits will be accepted.

The criteria for acceptance shall be the same as stated above. This refers only to graduate credits earned prior to employment in the South Hadley School System.

SECTION 2

Placement on the BA+15 column is dependent upon a teacher's being formally enrolled in a degree program (Master's program for the BA+15 column) and having satisfactorily completed fifteen (15) credit hours. Such evidence will be provided in the form of a college transcript or grade report accompanied by a letter from the teacher's college advisor or registrar.

SECTION 3

Notwithstanding the foregoing provisions, teachers may request that specific non-graduate-school courses be considered for approval toward the requirements for the BA+15, MA+15 and MA+30 columns, and the Superintendent may grant such requests within the Superintendent's discretion.

ARTICLE XXXIV
PAYROLL DEDUCTIONS

SECTION 1

The Committee will make available Blue Cross with Master Medical and Blue Shield or equivalent coverage for all eligible employees and their eligible dependents. The Employer will pay sixty percent (60%) of the cost of said plan, with the employee bearing the remaining cost.

SECTION 2

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

SECTION 3

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

SECTION 4

Payroll deductions will also be made for tax-sheltered Annuity Plan, Blue Cross and Blue Shield, Life Insurance and may be made for other types of benefits required by statute or approved by the School Committee.

SECTION 5

In years where the calendar creates an irregular pay schedule, the District shall issue twenty-seven (27) pay checks.

ARTICLE XXXV
LEAVES OF ABSENCE

SECTION 1

All teachers returning from leaves of absence, granted in this Article, shall, upon written request dated no later than April 15th, be restored to the same position held at the time the leave was granted, if possible, or a similar teaching assignment. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his return. Sick leave, however, cannot accumulate during a special leave of absence.

SECTION 2: MILITARY LEAVE

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

SECTION 3: SABBATICAL LEAVE FOR STUDY OR TRAVEL

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

- a. Not more than three (3) members of the teaching staff shall be absent on sabbatical leave at one time during any one (1) academic year.
- b. The request for sabbatical leave must be received by the Superintendent, in writing, and in such form as may be required by the Superintendent, no later than March 1st of the school year preceding the school year in which the sabbatical leave is requested.
- c. A teacher on sabbatical leave shall be paid the lesser of one-half (1/2) the employee's annual salary or an amount which when added to any program or foundation grant, exclusive of any reimbursed matriculation costs or fees and required text costs, equals full salary. A teacher may be granted a sabbatical leave for one-half (1/2) academic year and be paid the lesser of full pay for the period of

absence or an amount, when added to any program or foundation grant, exclusive of any reimbursement matriculation costs or fees and required text costs, which equals full salary.

- d. The teacher shall file with the Superintendent, a written agreement to remain in the service of the Committee for two (2) full academic years, upon returning from his sabbatical leave. If the teacher chooses to leave the South Hadley Public School System prior to completing these two (2) years of service, the employee shall refund to the South Hadley School Department a sum of money to be determined as follows:

The amount of School Department money awarded the teacher during his sabbatical leave, multiplied by a fraction, the denominator of which is twenty (20) [based on ten (10) teaching months per academic year] and the numerator of which is the number of unfulfilled teaching months.

- e. Such study shall be directly related to the teacher's professional competence or field of teaching.
- f. Generally, the sabbatical leave shall be spent in approved travel or approved graduate study or research at an accredited, recognized institution and will be on a full-time basis.
- g. Regular annual increments shall be given for the time of leave, the same as for regular service in the school system.
- h. Upon completion of the sabbatical leave, the teacher shall provide the School Committee with a formal report of the employee's activities and studies, according to a format determined by the Superintendent.
- i. In case the number of applications shall exceed three (3), selections shall be made in accordance with the following principles:
 - 1. Priority of the application date.
 - 2. Length of the service in the South Hadley School System.

3. Distribution by schools, care being taken that the number from any one school not be comparatively excessive.
4. Provision that the benefits of sabbatical leaves of absence shall be distributed as fairly as possible among all grades and all supervisory positions.
5. The nature of the proposed sabbatical study and research.
6. The needs of South Hadley School System.

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

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

SECTION 4: MATERNITY AND PATERNITY LEAVE

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

1. A leave notice shall be processed through the office of the Superintendent of Schools at least four (4) weeks before anticipated date of departure. Tentative date of intention to return shall also be indicated at this time.
2. A teacher who becomes pregnant may continue to teach until the teacher requests relief from teaching duties or the Superintendent determines that the teacher's condition interferes with her carrying out her teaching duties, based upon the recommendation of the teacher's attending physician.

3. In the event of any unusual circumstances, the leave may be terminated prior to its expiration, upon four (4) weeks prior notification by the teacher to the Superintendent of Schools and written approval of the attending physician.
4. A teacher who ceases teaching due to pregnancy or spouse's pregnancy shall be eligible for leave for a period up to fourteen (14) months after the date of birth of the child, unless the teacher wishes to wait until the beginning of the school year in the fall first following the expiration of said period. But, in such event, the teacher shall give the Superintendent written notice of intent to so extend the leave at least four (4) weeks prior to the expiration date of leave.
 - (a) Where an instructional employee begins leave more than five weeks before the end of a term, the School District may require the employee to continue taking leave until the end of the term if:
 1. The leave will last three weeks, and
 2. The employee would return to work during the three-week period before the end of the term.
5. Teachers will be returned to their previous or a similar teaching assignment, at the next appropriate break in student instruction after completion of leave.
6. At the expiration of the leave, the teacher will return to duty, or request leave under other provisions of this Contract, or submit a letter of resignation. The absence of any of the above actions will result in termination of employment.
7. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and should be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment. Upon submission of a physician's letter stating a period of temporary disability, the teacher will be able to draw on her accumulated sick leave.

8. Should one-half (1/2) or more of the teaching year be completed, the teacher will be treated as if service has not been interrupted when the teacher returns.
9. Except as provided for by law, where spouses, domestic partners, or employees sharing parental rights of a child are both employed by the District, the total combined period of leave that may be taken by the employees for the birth of a child shall not exceed fourteen (14) months.

SECTION 5: ADOPTION LEAVE

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

1. A leave notice shall be processed through the Office of the Superintendent of Schools at least four (4) weeks before anticipated date of departure. Tentative date of intention to return shall also be indicated at this time.
2. In the event of any unusual circumstances, the leave may be terminated prior to its expiration, upon four (4) weeks prior notification, by the teacher, to the Superintendent of Schools.
3. A teacher who ceases teaching, due to the employee's adoption of a child under the age of six, shall be eligible for leave for a period up to fourteen (14) months after the date of adoption of the child, unless the teacher wishes to wait until the beginning of the school year in the fall first following the expiration of said period. But, in such event, the teacher shall give the Superintendent written notice of the employee's intent to so extend the leave at least four (4) weeks prior to the expiration date of leave.
 - (a) Where an instructional employee begins leave more than five weeks before the end of a term, the School District may require the employee to continue taking leave until the end of the term if:
 1. The leave will last three weeks, and

2. The employee would return to work during the three-week period before the end of the term.
4. Teachers will be returned to their previous or a similar teaching assignment, at the next appropriate break in student instruction after completion of leave.
5. At the expiration of the leave, the teacher will return to duty, or request leave under other provisions of this Contract, or submit a letter of resignation. The absence of any of the above actions will result in termination of employment.
6. Should one-half (1/2) or more of the teaching year be completed, the teacher will be treated as if service had not been interrupted when the employee returns.
7. Except as provided for by law, where spouses, domestic partners, or employees sharing parental rights of a child are both employed by the District, the total combined period of leave that may be taken by the employees for the adoption of a child shall not exceed fourteen (14) months.

SECTION 6: JURY LEAVE

Teachers will not suffer loss of regular earnings for time spent on Jury Leave during the school year provided all monies received for said jury service are turned over to the School Committee (Town).

SECTION 7: FAMILY AND MEDICAL LEAVE ACT

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

SECTION 8: SPECIAL LEAVES

1. The Superintendent shall grant leaves of absence without pay or increments as follows:

- a. To a teacher for the purpose of caring for a sick member of the employee's family for a period not to exceed one (1) year.
 - b. To any teacher whose sick leave has been exhausted for such period as necessary to make a complete recovery.
 - c. To any teacher who has served in the System for five (5) continuous years for a period not to exceed one (1) year for health reasons. Such leave shall not affect the employee's accumulated sick leave. Request for such leave shall be supported by appropriate medical evidence.
2. Nothing in this paragraph shall limit the discretion of the Superintendent to grant leaves of absence beyond the provisions hereof. Any employee granted a leave of absence under this section will not accrue seniority while on such leave.

ARTICLE XXXVI
SICK LEAVE

SECTION 1

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

SECTION 2

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

SECTION 3

During the month of September, at the beginning of each school year, a Unit An employee will be notified of the employee's accumulated sick leave. A master copy of Unit A employees accumulated sick leave will be sent to the Association president.

SECTION 4

Beginning September 1 all teachers will be credited with fifteen (15) sick days per year. If a teacher fails to finish a school year, this amount will be apportioned based on length of service that year and an adjustment will be made to their final paycheck. However, a teacher who has an approved leave prior to the start of the school year will have the employee's sick days adjusted prior to the start of the school year.

SECTION 5

Teachers who take an approved leave and work fewer than 90 days during a school year will have their sick days apportioned according to the number of days they work that year. Teachers who take approved leave and who work more than 90 days during a school year shall receive their full allotment of sick days that year.

SECTION 6

Sick leave not used in any year shall accumulate to a maximum of 184 days

SECTION 7

Sick leave for teachers with professional status shall accumulate at the rate of fifteen (15) days per year.

SECTION 8

The Superintendent, upon request, may require a teacher to furnish a doctor's certificate for any teacher absence in excess of a total of five (5) days in a school year, or for any period of time for an absence covered by the FMLA.

SECTION 9

In any case in which sick leave has been exhausted, pay reduction will be based on 1/184th of the annual contracted salary for each school day absent beyond the applicable limit.

SECTION 10

Any full-time teacher with professional status, under contract, shall be entitled to all accumulated sick leave from the first day of the school year, even though the employee is unable to report for duty on the first day of school.

SECTION 11

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

SECTION 12

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

ARTICLE XXXVII
PERSONAL DAYS/RELIGIOUS LEAVE

SECTION 1

Subject to the approval of the Superintendent, personal days will be granted without the need of a reason for personal, legal, or family matters. The Superintendent, in granting such request, will require assurance from the teacher that this business cannot be handled at any other time than during school hours. Such days will not be used to extend a holiday weekend or a school vacation period. In extraordinary circumstances, the Superintendent may waive the preceding provision. Two (2) days per year for such matters will be available and such days will not be deducted from sick leave and are not cumulative. Unused personal days will be paid to the end of the school year at the rate of seventy five dollars (\$75) per day. The Superintendent shall have the discretion to grant additional time.

SECTION 2

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

ARTICLE XXXVIII
BEREAVEMENT LEAVES

SECTION 1

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

SECTION 2

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

SECTION 3

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

ARTICLE XXXIX
PROFESSIONAL DEVELOPMENT/REIMBURSEMENT

The parties agree that graduate courses and some approved undergraduate courses as a part of staff development programs are essential to the continued professional growth of staff members, professional climate of the schools, and the maintenance of quality education for South Hadley students and should be encouraged.

To that end the following professional development incentive policy and process shall be set up.

The School Committee will set aside up to \$30,000 each year of this contract for professional development incentives to include the following.

Satisfactory completion of a graduate course taken for academic credit during the life of this contract will result in a one-time reimbursement to a limit of six credits during the life of the contract. Reimbursement will be based on the prevailing tuition rate/credit at the University of Massachusetts.

In order to be eligible for an incentive, a staff member must submit the employee's course description for prior approval. Approval is contingent on the plan's being consistent with system priorities and objectives which are developed by the Superintendent with input from the School Councils and the Administrative Council. Each plan shall be submitted for approval to the building principal, and the SHEA representative. The proposal will be forwarded with recommendations to the Superintendent. The Superintendent may interview the staff member before making a recommendation to the School Committee.

The School Committee and SHEA recognize the value of videotaping as an observational tool in the process of professional development.

ARTICLE XL MENTOR TEACHERS

The development of enhanced teacher roles should be established to enable the district to take advantage of the professional staff's experience and expertise and encourage interested and able teachers to pursue alternate paths of professional growth.

To that end, the position of Curriculum Developer/Mentor Teacher Grades K-8 is established. Each position is for one curriculum discipline and shall be a two-year appointment. There shall be no more than twelve (12) Curriculum Developer/Mentor teachers in any one year and there shall be one or two for each discipline in each building. Salary shall be set at 110% of each individual's negotiated salary for each year the employee holds the position.

The position shall be for 192 days. Prep time and after school hours will be used as necessary to fulfill the responsibilities of the position effectively. Responsibilities will include:

1. Active participation in the opening curriculum committee.
2. Meet regularly with Superintendent.
3. Take a leadership role in curriculum development, implementation, and evaluation.
4. Participate in a process of conducting model lessons and peer coaching with interested teachers.
5. Provide resources and in-service coordination in given discipline.
6. Orient new teachers to curriculum and instruction in given discipline. The application policy and procedure will be as follows:
 1. Positions will be established based upon district priorities and objectives. These are proposed by the Superintendent or the Superintendent's designee and through a process with input from building and District Cabinets and the Administrative Council. The School Committee will approve the total number and specific foci of positions for the district.
 2. Positions will be posted according to Article XII of the contract. The application form will be developed by the Superintendent and a representative from SHEA and approved by the Superintendent.
 3. Applicants must have taught for three years in South Hadley in the particular discipline and have advanced training in instruction.
 4. All applicants for a position in a particular building will be interviewed by a team consisting of the Superintendent, building principal, member of the relevant curriculum committee, and SHEA building representative. This committee will forward its recommendations to the Superintendent. The Superintendent may interview finalists for each position before making appointments.

The positions may be filled within the discretion of the Superintendent, after consultation with SHEA. By agreement with SHEA, the position(s) may be modified.

ARTICLE XLI
TEMPORARY BUILDING ADMINISTRATOR

Where a temporary building administrator is to be appointed at the Mosier School or the Plains School, the building staff will be given input to the appointing authority prior to the appointment being made. The annual stipend is set forth in Appendix B. Provision will be made for the appointee to meet for one (1) day during the summer at per diem rate with the principal(s) to discuss concerns and plans of operation.

ARTICLE XLII
JOINT LABOR-MANAGEMENT COMMITTEE (JLMC)

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

ARTICLE XLIII
ZIPPER CLAUSE

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and therefore agree that negotiations will not be reopened on any item specifically covered by this Agreement, during the life of this Agreement. The above will not preclude the parties from mutually agreeing to reopen any item(s) nor from exercising the provision of Article III Section 1 regarding bargaining over election of remedies between statutory arbitration and contractual arbitration in cases of suspensions and discharges.

ARTICLE XLIV
IN CASES OF ASSAULT

SECTION 1

Teachers shall be required to report to the building principal, in writing, any case of assault, in connection with their employment. The central office will supply each school with the appropriate form to report the incident. A copy of the completed form will be submitted by the building principal/administrator to the Superintendent or designee.

SECTION 2

Damage or loss of Property. A teacher shall report, in writing, any loss, damage or destruction of personal property to the principal immediately upon becoming aware of such loss, damage, or destruction. The District will reimburse for loss of essential items such as eyeglasses, contact lenses or hearing aids if they are damaged in an assault. Reimbursement will be processed upon submission of a written claim and satisfactory proof in support of said claim.

SECTION 3

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

ARTICLE XLV
NURSES

SECTION 1

During the summer months, nurses may work up to four (4) additional days, which shall be compensated at per diem.

Executed on the dates shown below by the duly authorized representatives of the parties as follows:

FOR THE SOUTH HADLEY
SCHOOL COMMITTEE:

FOR THE SOUTH HADLEY
EDUCATION ASSOCIATION:

Date: 9/14/2021

9/14/2021

APPENDIX A

BASE YEAR 2019-2020

STEP	BA	BA+15	MA	MA+15	MA+30	CAGS	DOC
0	\$47,024	\$48,540	\$50,661	\$51,718	\$53,836	\$55,428	\$57,025
1	\$47,984	\$49,531	\$51,695	\$52,774	\$54,934	\$56,559	\$58,189
2	\$49,762	\$51,326	\$53,495	\$54,580	\$56,754	\$58,377	\$59,999
3	\$51,685	\$53,265	\$55,425	\$56,512	\$58,677	\$60,304	\$61,940
4	\$53,783	\$55,381	\$57,540	\$58,626	\$60,809	\$62,397	\$64,052
5	\$55,880	\$57,503	\$59,679	\$60,757	\$62,913	\$64,547	\$66,168
6	\$57,969	\$59,611	\$61,780	\$62,867	\$65,028	\$66,655	\$68,287
7	\$60,653	\$61,733	\$63,904	\$64,987	\$67,154	\$68,783	\$70,396
8	\$63,212	\$64,145	\$66,025	\$67,103	\$69,266	\$70,891	\$72,514
9	\$64,475	\$65,426	\$68,616	\$69,537	\$71,377	\$73,007	\$74,632
10	\$65,765	\$66,738	\$69,993	\$71,330	\$74,012	\$75,650	\$76,755
11	\$67,404	\$68,406	\$71,388	\$72,754	\$75,494	\$77,162	\$79,417
12	\$68,752	\$69,774	\$73,168	\$74,569	\$77,002	\$78,705	\$81,003
13			\$74,632	\$76,060	\$78,927	\$80,669	\$82,620
14					\$80,505	\$82,282	\$84,682
15							\$86,376

2020-2021 (+1%)

STEP	BA	BA+15	MA	MA+15	MA+30	CAGS	DOC
0	\$47,494	\$49,025	\$51,168	\$52,235	\$54,374	\$55,982	\$57,595
1	\$48,464	\$50,026	\$52,212	\$53,302	\$55,483	\$57,125	\$58,771
2	\$50,260	\$51,839	\$54,030	\$55,126	\$57,322	\$58,961	\$60,599
3	\$52,202	\$53,798	\$55,979	\$57,077	\$59,264	\$60,907	\$62,559
4	\$54,321	\$55,935	\$58,115	\$59,212	\$61,417	\$63,021	\$64,693
5	\$56,439	\$58,078	\$60,276	\$61,365	\$63,542	\$65,192	\$66,830
6	\$58,549	\$60,207	\$62,398	\$63,496	\$65,678	\$67,322	\$68,970
7	\$61,260	\$62,350	\$64,543	\$65,637	\$67,826	\$69,471	\$71,100
8	\$63,844	\$64,786	\$66,685	\$67,774	\$69,959	\$71,600	\$73,239
9	\$65,120	\$66,080	\$69,302	\$70,232	\$72,091	\$73,737	\$75,378
10	\$66,423	\$67,405	\$70,693	\$72,043	\$74,752	\$76,407	\$77,523
11	\$68,078	\$69,090	\$72,102	\$73,482	\$76,249	\$77,934	\$80,211
12	\$69,440	\$70,472	\$73,900	\$75,315	\$77,772	\$79,492	\$81,813
13			\$75,378	\$76,821	\$79,716	\$81,476	\$83,446
14					\$81,310	\$83,105	\$85,529
15							\$87,240

APPENDIX B
SUPPLEMENTAL SALARY SCHEDULE
2020 – 2021

POSITIONS	SCHOOL	Step 1	Step 2	Step 3
Academic Advisors	MIDDLE	\$774	\$846	\$929
After School Club Advisor	ELEMENTARY	\$670	\$727	\$795
After School Program Director	MIDDLE	\$4,373	\$4,684	\$5,020
Art Club Advisor	HIGH	\$620	\$677	\$745
As Schools Match Wits	HIGH	\$1,084	\$1,183	\$1,303
Band - Assistant Director	HIGH	\$3,253	\$3,551	\$3,907
Band - Director	HIGH	\$5,113	\$5,580	\$6,138
Band - Director	MIDDLE	\$3,254	\$3,551	\$3,907
Band - Director	MOSIER	\$1,859	\$2,029	\$2,232
Band - Fall Percussion	HIGH	\$2,789	\$3,043	\$3,349
Band - Fall Guard Advisor	HIGH	\$1,394	\$1,522	\$1,674
Band - Indoor Percussion	HIGH	\$2,789	\$3,043	\$3,349
Band - Indoor Guard Director	HIGH	\$929	\$1,014	\$1,116
Band - J.V. Jazz	HIGH	\$1,859	\$2,029	\$2,232
Band - Jazz	MIDDLE	\$2,635	\$2,874	\$3,162
Band - Summer Director	HIGH	\$2,169	\$2,367	\$2,604
Band - Varsity Jazz	HIGH	\$2,479	\$2,705	\$2,975
Bell Choir	MIDDLE	\$2,325	\$2,537	\$2,790
Best Buddies	HIGH	\$2,479	\$2,705	\$2,975
Cape Cod Capers Asst. Director	MIDDLE	\$1,240	\$1,353	\$1,488
Cape Cod Capers Director	MIDDLE	\$2,169	\$2,367	\$2,604
Cape Cod Capers Teachers	MIDDLE	\$620	\$677	\$745
Chess Club Director	MIDDLE	\$774	\$846	\$929
Chorus	HIGH	\$3,408	\$3,720	\$4,091
Chorus	MIDDLE	\$2,944	\$3,213	\$3,533
Chorus	MOSIER	\$1,394	\$1,522	\$1,674
Class Advisor - grade 9	HIGH	\$1,704	\$1,860	\$2,046
Class Advisor - grade 10	HIGH	\$1,704	\$1,860	\$2,046
Class Advisor - grade 11	HIGH	\$2,479	\$2,705	\$2,975
Class Advisor - grade 12	HIGH	\$2,479	\$2,705	\$2,975
Computer Gaming Club	HIGH	\$1,084	\$1,183	\$1,303
Curriculum Facilitators	ELEM./MIDDLE	\$1,673	\$1,782	\$1,911
Debate Team	HIGH	\$1,859	\$2,029	\$2,232
Drama	MIDDLE	\$3,408	\$3,720	\$4,091
Drama	HIGH	\$4,184	\$4,565	\$5,022
Grade Level Team Leader 1	PLAINS	\$929	\$1,014	\$1,116
Grade Level Team Leader EC	PLAINS	\$929	\$1,014	\$1,116
Grade Team Leader	MIDDLE	\$1,859	\$2,029	\$2,232
Grade Team Leader	MOSIER	\$1,859	\$2,029	\$2,232
Head Teacher	PLAINS	\$2,169	\$2,367	\$2,604
Improvisation Club Advisor	HIGH	\$1,860	\$2,029	\$2,232
Intramurals - Boys (per season)	MIDDLE	\$774	\$846	\$929
Intramurals - Girls (per season)	MIDDLE	\$774	\$846	\$929

Intramurals - per season	HIGH	\$774	\$846	\$929
Leo Club	HIGH	\$929	\$1,014	\$1,116
March - Band Drill Designer/Writer	HIGH	\$1,115	\$1,337	\$1,450
March - Band Music Arrange	HIGH	\$1,115	\$1,337	\$1,450
March - Band Percussion Arranger	HIGH	\$1,115	\$1,337	\$1,450
Math Counts	MIDDLE	\$929	\$1,014	\$1,116
Math Team	HIGH	\$929	\$1,014	\$1,116
National Honor Society	HIGH	\$2,015	\$2,198	\$2,418
National Junior Honor Society	MIDDLE	\$2,015	\$2,198	\$2,418
Newspaper	HIGH	\$1,394	\$1,522	\$1,674
Peer Leadership Advisor	HIGH	\$774	\$846	\$929
Plimoth Plantation Director	MIDDLE	\$929	\$1,014	\$1,116
Plimoth Plantation Teacher	MIDDLE	\$309	\$339	\$371
Pool Supervisor	DIST	\$3,719	\$4,059	\$4,465
Pro Merito Advisor	MIDDLE	\$2,015	\$2,198	\$2,418
Scholarships	HIGH	\$2,325	\$2,537	\$2,790
Show Choir Director	HIGH	\$3,564	\$3,889	\$4,278
Show Choir Music Arranger	HIGH	\$1,673	\$1,782	\$1,911
Show Choir Pit Director	HIGH	\$2,211	\$2,366	\$2,573
Ski Club	HIGH	\$893	\$976	\$1,079
Sped Team Leader	MIDDLE	\$1,859	\$2,029	\$2,232
Sped Team Leader	PLAINS	\$1,859	\$2,029	\$2,232
Sped Team Leader	MOSIER	\$1,859	\$2,029	\$2,232
Student Activity Accountant	HIGH	\$5,578	\$6,086	\$6,696
Student Activity Accountant	MIDDLE	\$4,184	\$4,565	\$5,022
Student Activity Accountant	MOSIER	\$1,240	\$1,353	\$1,488
Student Council	HIGH	\$2,479	\$2,705	\$2,975
Student Council	MIDDLE	\$1,240	\$1,353	\$1,488
Unified Arts Team Leader	MIDDLE	\$1,859	\$2,029	\$2,232
Washington DC Director	MIDDLE	\$2,169	\$2,367	\$2,604
Washington DC Asst Director	MIDDLE	\$1,240	\$1,353	\$1,488
Washington DC Teacher	MIDDLE	\$620	\$677	\$745
Yearbook Advisor	MIDDLE	\$1,704	\$1,860	\$2,046
Yearbook Advisor	HIGH	\$4,958	\$5,410	\$5,952

Athletics

POSITIONS	SCHOOL	Step 1	Step 2	Step 3
Coach - Baseball Varsity	HIGH	\$4,029	\$4,396	\$4,836
Coach - Baseball J.V.	HIGH	\$2,479	\$2,705	\$2,975
Coach - Baseball Freshman	HIGH	\$2,015	\$2,198	\$2,418
Coach - Basketball Fresh Boys	HIGH	\$2,015	\$2,198	\$2,418
Coach - Basketball Fresh Girls	HIGH	\$2,015	\$2,198	\$2,418
Coach - Basketball Varsity Boys	HIGH	\$4,029	\$4,396	\$4,836
Coach - Basketball Varsity Girls	HIGH	\$4,029	\$4,396	\$4,836
Coach - Basketball J.V. Boys	HIGH	\$2,479	\$2,705	\$2,975
Coach - Basketball J.V. Girls	HIGH	\$2,479	\$2,705	\$2,975

Coach - Cheerlead Varsity Fall	HIGH	\$2,479	\$2,705	\$2,975
Coach - Cheerlead Varsity Winter	HIGH	\$2,479	\$2,705	\$2,975
Coach - Cheerleading J.V.	HIGH	\$1,548	\$1,690	\$1,860
Coach - Cross Country Boys	HIGH	\$2,479	\$2,705	\$2,975
Coach - Cross Country Girls	HIGH	\$2,479	\$2,705	\$2,975
Coach - Field Hockey J.V.	HIGH	\$2,479	\$2,705	\$2,975
Coach - Field Hockey Varsity	HIGH	\$4,029	\$4,396	\$4,836
Coach - Football J.V.	HIGH	\$2,944	\$3,213	\$3,533
Coach - Football Varsity	HIGH	\$4,804	\$5,242	\$5,766
Coach - Football Assistant	HIGH	\$2,944	\$3,213	\$3,533
Coach - Football Freshman	HIGH	\$2,325	\$2,537	\$2,790
Coach - Golf Varsity	HIGH	\$2,325	\$2,537	\$2,790
Coach - Gymnastics Assistant	HIGH	\$2,479	\$2,705	\$2,975
Coach - Gymnastics Varsity	HIGH	\$4,029	\$4,396	\$4,836
Coach - Hockey Varsity	HIGH	\$4,029	\$4,396	\$4,836
Coach - Hockey Assistant	HIGH	\$2,479	\$2,705	\$2,975
Coach - Indoor Track Boys	HIGH	\$4,029	\$4,396	\$4,836
Coach - Indoor Track Girls	HIGH	\$4,029	\$4,396	\$4,836
Coach - Indoor Track Assistant Boys	HIGH	\$2,479	\$2,705	\$2,975
Coach - Indoor Track Assistant Girls	HIGH	\$2,479	\$2,705	\$2,975
Coach - Lacrosse Varsity Boys	HIGH	\$4,029	\$4,396	\$4,836
Coach - Lacrosse Varsity Girls	HIGH	\$4,029	\$4,396	\$4,836
Coach - Lacrosse J.V. Boys	HIGH	\$2,479	\$2,705	\$2,975
Coach - Lacrosse J.V. Girls	HIGH	\$2,479	\$2,705	\$2,975
Coach - Ski Varsity	HIGH	\$2,479	\$2,705	\$2,975
Coach - Soccer J.V. Boys	HIGH	\$2,479	\$2,705	\$2,975
Coach - Soccer J.V. Girls	HIGH	\$2,479	\$2,705	\$2,975
Coach - Soccer Varsity Boys	HIGH	\$4,029	\$4,396	\$4,836
Coach - Soccer Varsity Girls	HIGH	\$4,029	\$4,396	\$4,836
Coach - Soccer Freshman Boys	HIGH	\$2,015	\$2,198	\$2,418
Coach - Soccer Freshman Girls	HIGH	\$2,015	\$2,198	\$2,418
Coach - Softball Varsity	HIGH	\$4,029	\$4,396	\$4,836
Coach - Softball Freshman	HIGH	\$2,015	\$2,198	\$2,418
Coach - Softball J.V.	HIGH	\$2,479	\$2,705	\$2,975
Coach - Swimming Assistant	HIGH	\$2,479	\$2,705	\$2,975
Coach - Swimming Varsity	HIGH	\$4,029	\$4,396	\$4,836
Coach - Tennis Boys	HIGH	\$2,479	\$2,705	\$2,975
Coach - Tennis Girls	HIGH	\$2,479	\$2,705	\$2,975
Coach - Track Varsity Boys	HIGH	\$4,029	\$4,396	\$4,836
Coach - Track Varsity Girls	HIGH	\$4,029	\$4,396	\$4,836
Coach - Track Assistant Boys	HIGH	\$2,479	\$2,705	\$2,975
Coach - Track Assistant Girls	HIGH	\$2,479	\$2,705	\$2,975
Coach - Volleyball J.V.	HIGH	\$2,479	\$2,705	\$2,975
Coach - Volleyball Varsity	HIGH	\$4,029	\$4,396	\$4,836
Coach - Wrestling	HIGH	\$4,029	\$4,396	\$4,836

Payments will be rounded to the nearest dollar.

Movement Between Steps:

- Co-Curricular Positions are moved one Step every year.
- Athletic Positions remain on a step for 2 years.

APPENDIX C

MEMORANDUM OF AGREEMENT ON WITNESSES AND SUBPOENAS

If an arbitration hearing is to be held during the school day under level four (hearing before arbitrator) not more than three (3) teacher representatives will be released without loss of pay if they are witnesses for the day(s) of the arbitration hearing. If additional witnesses up to a maximum of five (5) are necessary to the arbitration hearing, a list of such witnesses will be provided to the school administration office (Superintendent's office) at least seven (7) days before the scheduled date for the arbitration hearing. Such lists shall indicate the approximate time necessary for such extra witness to testify, and scheduling to permit such witnesses to leave their regular assignment will be arranged, with the understanding that such extra witnesses will return to work promptly after testifying. If such witnesses have personal days available, such time as needed to testify will be deducted from their personal days account.

In like manner, the same procedures will be in force for any fact finding hearing which may arise under the provisions of General Laws, Chapter 150E, which might be held during regular school hours.

The present policy of the School Committee as it pertains to subpoena policy is hereby amended to read:

When a teacher is subpoenaed as a witness, the absence will not be deducted from salary or sick leave. The teacher(s) subpoenaed will notify and give a copy of said subpoena to the Superintendent or the Superintendent's designee as soon as possible after receiving it and in no event less than forty-eight (48) hours after receiving said subpoena.

If an employee is subpoenaed on personal charges the absence is permissible, but the cost of the substitute teacher will be deducted from his or her salary, or from the teacher's personal day account if appropriate in accordance with the Collective Bargaining Agreement.

Subpoenas that may be issued for Grievance-Arbitration hearings, Fact-Finding hearings and/or Labor Relations Commission hearings are not covered by this subpoena policy, but are covered by this Memorandum of Agreement in so far as Arbitration and Fact-Finding hearings are concerned.

ORIGINAL DATE: January 27, 1977

APPENDIX D

MEMORANDUM OF AGREEMENT

- (a) Former Article XXXIX, EARLY RETIREMENT INCENTIVE, read as follows:

Teachers with fifteen (15) years of continuous employment, including authorized leaves of absence, in the South Hadley school system may apply for an early retirement incentive award. Applications for early retirement must be filed with the Superintendent no later than March 1 in the calendar year prior to the fiscal year in which the retirement will take effect.

The Committee reserves the right to limit the number of early retirement incentive grants to be awarded during any school year. The exercise of this right will be subject to a reasonable cause standard under the Grievance Procedure. The schedule of awards will be as follows:

<u>AGE</u> (Effective Date of Retirement)	<u>RETIREMENT</u> <u>INCENTIVE</u>
55	\$8,000
56	\$7,500
57	\$7,000
58	\$6,500
59	\$6,000
60	\$5,500
61	\$5,000

- (b) If the District adopts a policy regarding nurses' uniforms, the Committee agrees to reopen negotiations on the amount of the uniform allowance.
- (c) Payroll deductions for tax shelter annuity and 403(b) plans will be in compliance with IRS regulations.

APPENDIX E

MEMORANDUM OF AGREEMENT

SUBJECT: DISMISSAL FOR BUSES

Bus dismissal at the elementary and middle school is staggered in order to provide for the safe and effective distribution of students to their correct routes. As a result, the process of dismissal has extended the school day beyond the currently published school hours. Effective September 1, 2014 please begin the dismissal of students in grades K – 8 five minutes prior to the published end of the school day below:

	<u>Full Day</u>	<u>Half Day</u>	<u>Early Release</u>
Plains:	3:25 p.m.	12:15 p.m.	2:25
Mosier:	2:50 p.m.	11:45 a.m.	1:50
Middle:	2:25 p.m.	11:25 a.m.	1:25

Thank you in advance for your cooperation.

* Please note that dismissal times assume buses are available and waiting.

Original Date: 9/1/14