

## **1 CONTRACT**

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this contract is made the 1st day of July, 2005 by the School Committees of Amherst, of Pelham, and of the Amherst-Pelham Regional Schools (hereinafter referred to as the Committee) and the Amherst-Pelham Administrators Association, Massachusetts Teachers Association/National Education Association (hereinafter referred to as the Association).

### **ARTICLE I PREAMBLE**

Recognizing that our common purpose is to provide an educational program of high quality and reasonable cost for the children of Amherst, Pelham, Leverett, and Shutesbury, we, the undersigned parties to this contract, declare that:

- A. Under the law of Massachusetts, the Committees selected by citizens of Amherst, Pelham, Leverett, and Shutesbury have the final responsibility for establishing the policies of the public schools of Amherst, Pelham, and of the Regional School Districts. Included in this responsibility is the establishment of the administrative positions. The Parties agree that the operation of the School Department of Amherst, Pelham and the Amherst-Pelham Region, the supervision of the employees and of their work, are the rights of the Committee and their agents alone. These rights, subject to the provisions of this Agreement, include the making of reasonable rules to insure 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, lay-off, recall, discipline or discharge of employees for just cause without discrimination; and the right to discuss terms and conditions of employment with the employees and to inform them concerning employment matters are exclusive rights of the Committee and their agents.
- B. The Superintendent of Schools of the Districts (hereinafter referred to as the Superintendent) has the responsibility of implementing the policies established by the Committee.
- C. The administrative staff of the public schools of the Amherst, Pelham, and Regional School Districts has the responsibility for supporting and providing leadership to effective instruction in our classrooms.
- D. Fulfillment of these responsibilities can be best achieved through consultations and frank exchanges of views and information among the committee and their agents, the superintendent, and the administrative staff as policies related to wages, hours, and other conditions of employment for the administrative staff are formulated and applied.

- E. We agree to the following principles and procedures in order to implement these declarations.
- F. Nothing contained in this contract will be construed as limiting the rights and responsibilities of the School Committee and their agents, the Association, or individuals as they are defined by the laws of the Commonwealth of Massachusetts.

**ARTICLE II  
RECOGNITION OF BARGAINING AGENT**

Pursuant to the provisions of Chapter 150E of the Massachusetts General Laws, the Committee recognizes the Amherst-Pelham Administrators Association/Massachusetts Teachers Association/National Education Association as the exclusive bargaining agent for a unit of Amherst-Pelham School Administrators comprised of the following positions:

- Special Education Administrator K-8
- Special Education Administrator, 9-12
- Special Education Transitions Administrator
- Secondary School Assistant Principals
- Middle School Assistant Principals
- Student Services Administrator
- Athletic Director
- Elementary School Assistant Principals
- Food Services Supervisor

But excluding the Superintendent of Schools, the Assistant Superintendent of Schools, the Business Manager, Administrative Assistant for Operational Support, Executive Director for Elementary Curriculum, Executive Director for Secondary Education, Executive Director for Pupil Personnel Services and all other employees of the Amherst-Pelham Public Schools.

**ARTICLE III  
ARTICLES GOVERNING COMPENSATION AND OTHER CONDITIONS OF  
EMPLOYMENT**

The Superintendent shall ensure that a written copy of this contract, including Articles governing compensation and other conditions of employment for administrative employees, is sent to all members of the Association. A master copy of the negotiated contract will be signed and dated by the Superintendent and the then President of the Association and will be maintained for reference of the Association and Committee in the office of the Superintendent. No Article of this contract which is in effect on the effective date of this contract shall be revised or new policies regarding compensation or conditions of employment shall be established except as provided in Article IV of this contract.

**ARTICLE IV  
CHANGING THE PROVISIONS OF THIS CONTRACT DURING ITS TERM**

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 re-opened on any item, whether contained herein or not during the life of the Agreement, unless mutually agreed to by both parties. Neither the creation of new provisions, nor the abolishment nor revision of Articles of this contract may be implemented by the Committee during the term of this contract unless the Association agrees to such creation, abolishment or revision. However, during the term of this contract, both the Association and the Committee may propose negotiations leading to new provisions, the abolishment or revision of Articles of this contract, or sections thereof. Neither party is obliged to consider such proposals. If both parties agree to negotiated changes in this contract during its term and if changes are agreed to by both parties, such changes will be implemented in a manner mutually agreeable and effective on a specified date mutually agreeable. Such changes will be signed by both the Superintendent and the then President of the Association and filed in the Superintendent's office with the master copy of this contract. If either the Association or Committee does not ratify the proposed change, it shall not be implemented during the term of this contract. For the purposes of this Article, the negotiation of changes in any Article or section thereof shall leave unaffected other Articles or sections thereof.

**ARTICLE V  
NEGOTIATIONS PROCEDURE/DURATION**

- A. This Agreement shall continue in full force and effect from **July 1, 2008 through June 30, 2011**, with wage adjustments to become effective in conformity with and on the dates specified in the schedule attached hereto and made a part of this Agreement.
- B. Collective bargaining for a new Agreement to become effective upon the expiration of this Agreement may be reopened by either party by November 1, 2010, by giving written notice to the other party.

In the event an impasse occurs, either party or parties jointly may petition the State Board of Conciliation and Arbitration to initiate fact finding in accordance with Chapter 150E of the General Laws of Massachusetts.

- C. If negotiations for a successor Agreement are not completed by **June 30, 2011**, the provisions of this Agreement will remain in full force and effect until said successor agreement is executed.
- D. In cases involving complete agreement, a proposed contract will be adopted by the Committee at its next regular meeting after the Agreement has been defined and ratified by an official vote of the Association.

**ARTICLE VI**  
**GRIEVANCE PROCEDURE TO BE UTILIZED IN DISPUTES OVER**  
**INTERPRETATION OF PROPER IMPLEMENTATION OF POLICIES ASSOCIATED**  
**WITH THIS CONTRACT**

It is conceivable that disputes may arise over the interpretation and proper implementation of policies associated with conditions of employment for administrators in the Amherst-Pelham Region, Amherst and Pelham School Districts. Any such dispute will be known as a grievance procedure. Grievances involving the suspension and/or discharge of an administrator will not be subject to the provisions of this Article. Appeals to the suspension and/or discharge of an administrator are subject to Chapter 71, Sections 42 and 42D of the M.G.L. as amended by the Education Reform Act of 1993.

- A. A member with a grievance must discuss it with his or her immediate supervisor and/or person involved directly with the objective of resolving the matter informally within three (3) days of its presentation.
- B. If the grievance is not resolved informally, the petitioner shall notify the immediate supervisor and, if the petitioner wishes to pursue the grievance, it shall be reduced to writing and submitted to the Superintendent of Schools. The Superintendent shall schedule a meeting to occur within five (5) working days of receiving the grievance petition. Such grievances shall be submitted to the Superintendent within thirty (30) working days following the date when the administrators knew or should have known of the event giving rise to the grievance.
- C. The meeting shall be held for the purpose of presenting and receiving the petitioner's grievance. Those attending this meeting will include the Superintendent of Schools, the petitioner, and the Chairman of the APAA Grievance Committee.
- D. The Superintendent of Schools shall render a decision on the grievance in writing and present it to the petitioner and APAA within five (5) working days of receiving the grievance.
- E. If the petitioner and/or APAA are not satisfied with the decision rendered by the Superintendent of Schools, an appeal may be filed in writing with the School Committee of the school district which is the major employer of the petitioner. This appeal will be received at the next scheduled meeting of the School Committee following the decision rendered by the Superintendent of Schools.
- F. At the next School Committee meeting following the meeting at which the appeal was received, the School Committee shall hold a hearing on the grievance. The hearing shall be attended by the School Committee, the Superintendent of Schools or designee, the petitioner and the Chairman of the APAA Grievance Committee.

- G. The School Committee shall render a decision at the next School Committee meeting following the meeting at which the hearing was held. The decision shall be in writing and a copy shall be given to the petitioner and the APAA.
- H. If the decision of the School Committee is not satisfactory, the APAA may file the grievance, within ten (10) working days of the decision, with the American Arbitration Association for resolution under its applicable rules. The expense of the arbitrator shall be shared equally by the Committee and the Association.
- I. The arbitration award shall be final and binding upon the School Committee, the APAA and the petitioner.
- J. Nothing contained herein is intended to exclude additional observers/advisors for either the member presenting the grievance or other parties to the grievance in all meetings outlined above.
- K. Emergency procedure: If in the opinion of the petitioner, the APAA, or the School Committee, a situation arises which demands immediate attention, the petitioner or APAA will be granted a meeting with the School Committee within ten (10) working days after a written definition of the emergency and the grievance is delivered to the Superintendent of Schools and the President of the Association. The procedure would then follow steps F, G, and H above.
- L. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

## **ARTICLE VII DURATION OF THIS CONTRACT**

This contract becomes effective July 1, 2008. The contract shall continue in force through June 30, 2011. Modifications of the contract and/or partial waiving of its contents prior to the stated expiration date can be accomplished only if both the Association and the Committee agree to such in writing.

## **ARTICLE VIII SALARY SCHEDULES**

- A. The salary schedules negotiated for 2008-2009, 2009-2010, and 2010-2011 are attached to this contract as Appendix A. It is agreed that these salary schedules represent the following annual percentage increases to the salary schedule: 2008-2009 – 2.5%, retroactive, 2009-2010 – 2.0%\*, 2010-2011 – 3.0%. (\*As agreed with union membership subsequent to wage reconsideration in May 2009.)
- B. The committee agrees to arrange for the direct bank deposit of salary payments, but retains the right to determine the mechanics and procedures including but not limited to the selection of the primary banking agent.

**ARTICLE IX  
INSURANCE, RETIREMENT, AND LONGEVITY BENEFITS**

**Section 1. Health and Life Insurance**

The Committee shall assume responsibility for payment of the percent of a group insurance contract as determined for the total group to which employees belong, or a like dollar amount to a contract with an approved health maintenance organization, payment of the same percent of a group life insurance contract in accordance with the provisions of Chapter 32B of the Commonwealth Laws. The Committee will provide a tax-free dollar plan for Health and Life Insurance premium deductions.

**Section 2. Retirement Benefit**

- A. \$2500 increment will be granted in his/her last year of employment to any administrator who retires from the school system under Massachusetts retirement or disability laws provided that:
1. The administrator has been employed in any professional capacity fifteen or more years in the Amherst, Pelham, and/or Regional Public Schools, and
  2. The administrator provides the Superintendent with a written notice of intent to retire by December 1st of the school year prior to his/her last employment year.

This retirement increment shall not be considered regular earnings under Chapter 32 of the Massachusetts General Laws.

**Section 3. Term Life Insurance**

The School Committee shall provide term life insurance for administrators with individual coverage to be limited by the employee's total annual salary. The School Committee and employee shall each pay 50% of the premium cost. Participation in this benefit is voluntary on the part of the employee.

At the administrator's option, the coverage will be upgraded on the first anniversary following the effective date of a new contract to reflect the administrator's salary for the following school year.

**Section 4. Longevity Benefit**

A longevity benefit increment will be added to the salary of each administrator who has been employed by the Committees for at least 13 years according to the following scale:

A. Schedule beginning with the 2003-2004 Contract Year and beyond shall be:

The beginning of the 10 <sup>th</sup> - 13 years	\$955
The beginning of the 14 <sup>th</sup> - 18 <sup>th</sup> years	\$1273
The beginning of the 19 <sup>th</sup> year - 23 years	\$1591
The beginning of the 24 <sup>th</sup> year +	\$1910

**Section 5. Early Retirement Benefit**

A bargaining unit member who has completed twenty (20) or more years of service with the Committee, who intends to retire and gives such written notice to the Superintendent on or before December 1 of the calendar year prior to the school year in which retirement will take place, who gives such notice prior to reaching age sixty-two (62) shall be entitled to a one-time payment as an incentive to retire. This payment will be in addition to the retirement benefit in Article IX, Section 2. This one-time payment will be made on or before July 30 of the calendar year in which retirement takes place. The retirement incentive payment made under this provision will not be considered regular earnings under Massachusetts General Law, Chapter 32.

The one-time payment will be a percentage of the difference between the employee's regular annual salary at the time of retirement and the first step of the level on the Administrative Salary Schedule to which the employee is currently assigned. The following percentages will apply:

<b>Age upon retirement</b>	<b>Percentage</b>
54 and younger	0%
55	100%
56	95%
57	90%
58	85%
59	80%
60	70%
61	60%
62	50%
63 and older	0%

**ARTICLE X  
PROFESSIONAL GROWTH**

**Section 1. Membership in Professional Organizations**

The School committees shall pay the membership fee of one professional education organization for each member of the administrative staff.

- A. Each administrator shall designate annually the organization of his/her choice.
- B. The organization must be related to his/her administrative assignment, and be one which is approved by the Superintendent.
- C. It is the responsibility of each administrator to provide timely budget information annually to assure funding of membership fees.

**Section 2. Professional Travel**

- A. As part of professional and system-wide growth and improvement, each system administrator will be encouraged to attend a regional or a national conference on a regular basis. Time shall be authorized each year for administrators to participate in such conferences. Specific times to be used for this purpose shall be subject to approval by the Superintendent.
- B. The appropriate School Committee may provide reimbursement to administrators for expenses incurred in attending such conferences according to the following guidelines:
  - 1. The conference or convention must be related to the administrator's assignment, and is subject to the approval of the Superintendent.
  - 2. Each administrator will submit a tentative cost for the proposed conference before November 1 of the preceding fiscal year for budget purposes.
  - 3. The School Committee shall annually designate the sum of two thousand dollars (\$2000) specifically for each administrator to use in accordance with this policy.

In addition, the School Committee will establish a \$3,000 pool of money each contract year to be distributed among those Administrators whose professional travel expenses exceed the above-stated amounts. This pool of money will be distributed at the discretion of the Superintendent.

- C. Any administrator whose regularly assigned duties require travel in excess of one mile between school buildings shall be compensated for such travel at the rate authorized by the IRS in each calendar year.

**Section 3. Professional Growth Programs**

- A. The Association recognizes the obligation of each member to pursue a program of professional growth, which will be reviewed annually by the Superintendent. The Association will offer its members at least one professional growth program each year toward meeting this need.
- B. The Committee shall be responsible for travel, meals, lodging, and fee expenses incurred by administrators in connection with attendance at conferences, meetings and other events undertaken as part of their professional responsibilities when their participation in such events is required by the Committee or the Superintendent
- C. The Committee shall annually designate a sum of money for professional growth programs. The School Committee will budget \$2000 per year for such purpose.
- D. Each administrator with a doctorate shall be entitled to an annual lump sum amount of two thousand dollars (\$2000) beginning in the 2002-2003 contract year.

**ARTICLE XI  
VACATIONS AND HOLIDAYS**

**Section 1.**

- A. All administrators are entitled to twenty-two (22) days of vacation annually to be scheduled through and subject to approval by the superintendent's office. Unused vacation shall be cumulative to a maximum of forty-four (44) days.
- B. Upon completion of fifteen (15) years of service in the local school systems, administrators will be eligible for twenty-seven (27) days of vacation annually, cumulative to a maximum of 54 days.
- C. Any administrator requesting 30 or more vacation days for use at one time, shall submit such request to the Superintendent at least 6 weeks in advance of the date on which such vacation use is proposed to begin.

**Section 2.**

- A. The following days shall be recognized as legal holidays:

New Year's Day	Memorial Day	Veteran's Day
Martin Luther King Day	Independence Day	Thanksgiving Day
President's Day	Labor Day	Day after Thanksgiving
Patriot's Day	Columbus Day	Christmas

- B. Whenever one of the holidays set forth in the above section falls on:

1. Saturday - the preceding day shall be the legal holiday (except when classroom sessions are being held in schools).
2. Sunday - the following day shall be the legal holiday.

**ARTICLE XII  
LEAVES**

**Section 1. Sick Leaves**

- A. Sick leave is intended to provide insurance against loss of income due to personal illness.
- B. Each member of the administrative staff shall be entitled to eighteen (18) days of sick leave with full pay per contract year. Each eighteen (18) days of sick leave shall exist as of the date of contract, provided that the administrator is present to assume his/her contractual obligations. In the event of non-appearance caused by accident or illness, such administrator's pay may be withheld, with due notification to the person, pending the assumption of contractual responsibility.
- C. Such sick leave shall be cumulative to 245 days.
- D. Absence by reason of death or critical illness in the immediate family shall not be charged against sick leave.
- E. A bargaining unit member who has completed twenty (20) or more full years of service with the Committees, will, upon voluntary termination of employment, and if their accumulation of sick leave is at least 140 days, be compensated for their unused accumulated sick leave at the rate of twenty-five dollars (\$25) per day. A voluntary termination will be limited to retirement and/or a normal resignation resulting from another employment opportunity.
- F. Employees are permitted to use eighteen (18) days of sick leave for the following:
  1. Birth of a child if the employee is the non-birth parent;
  2. Adoption of a child (if two [2] staff members are parents of the child, only one of the parents may use sick leave.)

Employees are permitted to use up to ten (10) days for the following:

3. Serious medical condition of a family member within the scope of the FMLA;
4. Serious medical condition for an individual where the employee is needed to care for them.

In the case of Sections a and b above, the employee and supervisor may agree that such leave may or may not be continuous.

In those cases involving Sections c and d above, the employee must produce a completed Department of Labor certification of serious health condition for the family member or individual before using the sick leave.

## **Section 2. Personal Leave**

- A. Up to three (3) days per year of personal leave will be allowed for each full-time member of the administrative staff. Such personal leave will not be charged against sick leave.
- B. Additional personal leave, up to a combined maximum of eighteen (18) days per year may be granted by the School Committee. Such additional leave is normally charged against sick leave at the discretion of the School Committee.
- C. Personal leave will be used to take care of problems or business for which absence is not authorized under any other portion of the personnel policies and will be granted without reference to the specific nature of the request.
- D. The above policy shall not be used to gain extended vacation.
- E. Personal leave shall not be cumulative.
- F. Small Necessities Leave - An employee eligible for FMLA leave shall be entitled to up to twenty-four (24) hours of leave per contract year as provided by G.L. x. 149, §52D; a copy of the law may be obtained from the Superintendent's office. When an eligible employee takes such leave, such leave shall be deducted from personal leave.

## **Section 3. Family Medical Leave Act**

- A. Parental Leave of Absence
  - 1. A parental leave of absence shall be granted upon request to any employee for the purpose of giving birth to and/or rearing a newly born infant. Further, a parental leave of absence shall be granted upon request to any qualifying employee for the purpose of the adoption, the foster placement, and/or rearing, or a newly adopted, or newly placed foster child seven (7) years of age or younger, or in the case of a child who is physically or mentally disabled, twenty-two (22) years or younger.

In order to qualify for the parental leave of absence:

- a. As soon as practicable after the female employee determines that she is pregnant, she shall inform the Superintendent.
- b. The employee must intend to return to work at the conclusion of the leave of absence.
- c. The employee shall notify the Superintendent, in writing, at least 45 school days prior to the probable date said leave or disability is to commence or as soon as is practicable. At the time of the notification, the employee shall select, in writing, one of the following options, if applicable:
  1. Extended leave without pay not to exceed one year beyond the school year in which the leave commenced. A female employee is entitled to use sick leave benefits for certified disability resulting from childbirth and recovery therefrom during the period of this leave. Up to the first twelve (12) weeks of such leave shall be considered leave pursuant to the Family Medical Leave Act (FMLA), if the employee were eligible<sup>1</sup> for FMLA leave.
  2. Leave of twelve (12) weeks duration pursuant to the Family Medical Leave Act of 1993 (FMLA Leave), depending upon the employee's eligibility. A female employee is entitled to use sick leave benefits for certified disability resulting from childbirth and recovery therefrom during the period of this leave. If the employee is not eligible for FMLA leave and does not want an extended leave of absence, she is entitled to leave the length of her disability period, or eight (8) weeks leave pursuant to G.L. c. 149, § 105D.
  3. A male employee may use up to eighteen (18) days of personal leave during a FMLA leave pursuant to Section 2 (b) of Personal Leave.
  4. An employee on an extended leave pursuant to Section c (1) may return to work at the beginning of a school year or the beginning of the second semester.
  5. While an employee is on paid sick leave or FMLA leave, the Committee shall continue its contribution toward the employee's health insurance premium, provided that the employee makes timely payment of his/her contribution toward the health insurance premium. An employee on an

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<sup>1</sup> An eligible employee for purposes of the FMLA is an employee who has worked for the school systems for one year or more prior to the request for a leave of absence and who, during the course of that year, worked more than 1250 hours.

unpaid, non-FMLA leave of absence may continue his/her insurance coverage during the leave of absence provided that he/she pays 100% of the monthly premium.

6. Notice of Return to Work

- (a) Extended leave: An employee on an extended leave pursuant to Section 1 (c) (1) above shall notify the Superintendent by March 1 (if she/he were scheduled to return at the beginning of the school year) whether or not she/he is going to return to work at the beginning of the school year. An employee on an extended leave pursuant to Section 1 (c) (1) above shall notify the Superintendent by September 1 (if she/he were scheduled to return at the beginning of the second semester) whether or not she/he is going to return to work at the beginning of the second semester.
- (b) FMLA leave: An employee on FMLA leave shall notify the Superintendent at least four (4) weeks prior to his/her scheduled date of return from leave whether or not she/he intends to return to work.

B. FMLA Leave for Serious Health Condition

- 1. An eligible employee may be entitled to up to twelve (12) weeks of unpaid leave of absence per contract year due to his/her own serious health condition or the serious health condition of a member of his/her immediate family. Fact sheets from the Department of Labor which describe the terms of this leave are available from the Superintendent's office.
- 2. An eligible employee shall apply in writing for such leave at least four (4) weeks in advance of such leave, unless extenuating circumstances prevent such notice, in which case the employee shall provide as much notice as possible. As part of the application, the employee shall submit a Department of Labor certification of a health care provider. Copies of this form are available from the Superintendent's office.
- 3. While an employee is on approved FMLA leave, the Committee shall continue its contribution toward the employee's health insurance, if the employee is insured through school department provided that the employee makes timely contribution toward the health insurance premium.

4. The employee shall utilize all sick leave and vacation concurrently with the FMLA leave.
5. Prior to an employee's return from FMLA related to his/her own serious health condition, the Superintendent may require a fitness for duty certificate from the employee's health care provider.

#### **Section 4. Special Leave**

- A. Special leave will be granted by the Superintendent for up to a maximum of four (4) days in any one contract year, by reason of critical illness or death in the immediate family of the administrator or of the administrator's spouse. "Immediate family" shall be interpreted to include parents (including foster parents), sister, brother, daughter, son, grandparents, grandchildren or a member or a former member of the immediate household. Such special leave shall not be charged against sick leave.
- B. Special leave will be granted for the observance of religious obligations upon prior notification to the Superintendent.

#### **Section 5. Job Related Assault/Injury Protection**

- A. Administrators shall report immediately to the Superintendent, in writing, all cases of assault suffered by them in connection with their employment. The alleged assault will be promptly investigated by the Superintendent. Nothing in this provision shall preclude the reporting of such assault to the police and/or the court by the Superintendent and/or the Administrator assaulted. If criminal or civil proceedings are brought against an administrator alleging that a physical assault was committed while acting within the scope of official duties or employment, the Committee will furnish and select legal counsel to defend the administrator in such physical assault proceeding, if so requested. If the administrator desires to bring criminal or civil proceedings in connection with an alleged assault suffered while acting within the scope of official duties or employment, such administrator may request the Committee to furnish and select legal counsel to represent the administrator in such proceedings. If the Committee does not provide such counsel and the administrator, after having requested in writing, prevails in the proceedings, then the Committee will reimburse the administrator for reasonable counsel fees incurred.
- B. Whenever an administrator is absent, as a result of personal injury compensable under the Massachusetts Workers' Compensation received through the above-referenced Massachusetts Worker's Compensation Law, he/she shall be paid full salary, reduced by any compensation received through the above-referenced Massachusetts Workers' Compensation Law, with the difference between the administrator's full salary and the amount received through Workers'

Compensation is charged to accumulated sick leave. In any event, the administrator will not receive total compensation under this provision in excess of the administrator's regular salary for the period of disability.

- C. The committee will reimburse administrators for reasonable costs for:
  - 1. Any clothing or other personal property damaged or destroyed in connection with such personal injury due to assault occurring in the course of employment less the amount of any insurance reimbursement; and
  - 2. The cost of medical, surgical or hospital service (less the amount of any insurance reimbursement) incurred as the result of any injury due to assault sustained in the course of employment.

## **Section 6. Professional Leave**

### **A. Eligibility**

- 1. Up to one (1) year of leave for professional improvement may be granted to any member of the administrative staff who will have been employed in this system in any professional capacity for six (6) years at the beginning of the proposed leave, and who has not had such a leave during that period.
- 2. Ordinarily no more than two administrators may be granted leave within any contract year, and no more than one at a time from any of the following categories: elementary, secondary, central.
- 3. Special requests may be made to the School Committee for a waiver of any portion of this section of the professional leave policy.

### **B. Application and Review**

- 1. Proposals for professional leave shall be submitted to the School Committee through the Superintendent in time for discussions of the following year's budget. The Superintendent shall receive such proposal by November 1 preceding the school year in which such leave is proposed to commence. The Superintendent shall ensure that provisions for any proposed administrative professional leave are included in his budget proposal to the appropriate School Committee.
- 2. Professional leave is intended to be of benefit to the school district and may be granted for the following purposes:
  - a. Graduate study relating to the applicant's professional responsibilities at an accredited institution of higher education.

- b. Research or investigation of new methods, techniques, or materials which show promise of improving education in this school district.
  - c. Research and/or writing leading to an advanced degree and/or publication.
  - d. Travel for the purpose of work, study or professional improvement.
3. Proposals for professional leave shall conform to the following format:
- a. A statement of purpose related to one or more of the purposes of Section 6 (b) (2).
  - b. A description of plans, calendar and itinerary as specific as possible.
  - c. An explanation of how the professional leave, if granted, will be of benefit to the school district.
4. In the event the Committee disapproves a proposal for professional leave, the Committee shall, in writing, detail to the applicant the grounds for disapproval.

C. Implementation

1. Compensation for such leave shall ordinarily be:
- a. at full pay for one-half year, or
  - b. at half pay for one full year.
2. A member of the administrative staff accepting such a leave shall enter into a written agreement with the School Committee in accordance with the provisions of Chapter 71, Section 41A of the General Laws of the Commonwealth of Massachusetts requiring for a minimum period of employment of twice the length of leave after the leave is completed.
3. Failure to fulfill the terms of the approved proposal may result in forfeiture or reimbursement to the Amherst-Pelham Regional School District of the amount of salary paid for the period of leave.
4. Receipt of scholarship aid, research grants, or supplementary income from other sources related to leave shall not influence payment of salary for the period of leave.

## **Section 7. Leave Without Pay**

Any person who has served as an administrator in the system for at least one full year, may be granted up to one year's leave of absence without pay for justifiable reasons.

- A. Such leave may be renewable at the discretion of the School Committee in periods not to exceed one year.
- B. An individual on leave must indicate to the Superintendent no later than March 1st, his/her intent for the coming contract year. Failure to comply with this provision may result in loss of employment in the system.
- C. The granting of such leave shall not alter the administrator's status in the system except that the period of leave may in exceptional cases be counted in the computation of time in service for the purpose of advancement on salary schedule, but may not be used in the awarding of tenure.

## **ARTICLE XIII PROCEDURES FOR CHANGING OF ADMINISTRATIVE STAFF POSITIONS**

The Association recognizes the right of the Committee to:

- A. create new administrative positions.
- B. establish duties of such new positions.
- C. determine placement of such new positions within the appropriate level of the administrative salary schedule.
- D. Determine placement of an individual at the appropriate step within that level

However, the Committee agrees that before a decision is made with regard to points A, B or C above, it will consult with the Association.

Additionally, the Association and the Committee agree that the existing management structure of the School Districts represents a reasonable staffing and task responsibility arrangement for administering and managing the school system. The Association recognizes the right of the Committee to alter the existing administrative structure. Changes in the existing structure which significantly alter the conditions of work and responsibility of any administrator will be discussed with the Association. The Association will have the right to bargain over the impact of these changes, provided a timely demand to bargain is made to the School Committee by the Association.

**ARTICLE XIV  
REDUCTION IN ADMINISTRATIVE STAFF**

In the event the School Committee determines that a reduction in administrative staff may be necessary, the release of administrators shall be in compliance with applicable statutes of the Commonwealth of Massachusetts and in accordance with the following provisions:

- A. The Committee and the Association shall annually review the administrative structure of the school districts and shall report publicly at the regular December meetings of the School Committees. Such a report shall include an announcement of any anticipated or contemplated reductions in administrative staff.
- B. Any administrator whose administrative contract is terminated, as the result of a RIS decision, shall receive a written notice within ten (10) calendar days stating the administrator's release from his or her administrative assignment was due solely to a reduction of administrative staff.
- C. Any administrator whose contract is terminated, as the result of a RIS decision, shall be allowed to complete his or her present contract year.
- D. If the School Committee acts to abolish an administrator's position, the following terms shall be put into effect:
  - 1. Any administrator, released due to RIS, who holds professional status as a teacher in the school system shall retain all rights pertaining to teachers with professional status at the time of release. Any such administrator receiving a teaching appointment shall be placed on the teachers' salary schedule at the appropriate step and/or level, taking into account both years of teaching and administrative experience
  - 2. Any administrator, released due to RIS, will be provided, at their request, an interview for any vacant teaching position within the district he/she is employed, provided the administrator released by RIS holds current certification in the vacant teaching position. Any central office administrator, released due to RIS, will be provided, at his/her request, an interview for any vacant teaching position within the three (3) districts, provided that the administrator released by RIS holds current certification for the teaching position.

Any administrator, released due to RIS, who is offered and accepts another professional position in the school district at a lower (yearly) salary schedule, shall be employed by the District for the summer immediately following the reduction. Remuneration for the summer employment shall be at the per diem rate calculated from the administrator's former yearly salary.

Said summer remuneration shall not increase the current fiscal year total remuneration beyond the administrator's former salary. Every effort will be made to employ the former administrator during the summer subsequent to reduction as many days as possible in order to approximate the administrator's former yearly salary.

3. Any administrator, released due to RIS, who is not offered another professional position in the district for the following year and who has held a professional position in the district for more than ten (10) years shall receive a retirement benefit of \$2000 added to their salary for the remainder of their administrative appointment.
  4. Any administrator, released due to RIS, who is offered another professional position in the district but who does not accept that position, releases the School Committee from any financial obligation for either transactional or retirement pay subsequent to the reduction.
  5. Any administrator released due to RIS while on professional leave shall be held blameless by the School Committee and shall be released from the obligation stipulated by Chapter 71, Section 41A.
- E. All provisions of this policy affect only those administrators holding regular administrative appointments, and do not apply to positions which are temporary or have been vacated. However, prior to taking any action to abolish a temporary or vacated position, the Committee will provide at least two weeks notification to the APAA to provide for consultation on any such proposed action.

#### **ARTICLE XV NO STRIKE CLAUSE**

During the term of this Agreement, the parties hereto agree that there shall be no strikes of any kind whatsoever, work stoppages, withholding of services, slowdowns, or interference or interruption of the operation of the School Department by any employees or the Association..

Nor shall there be any strike or interruption of work during the term of this Agreement because of any disputes or disagreements between any other persons (or other employers or unions) who are signatory parties to this Agreement.

Employees who violate this provision shall be subject to disciplinary action, including discharge, and any claim by either party against the other of a violation of this article shall be subject to arbitration as provided for on Page 4 of this Agreement.

**ARTICLE XVI**  
**ADMINISTRATIVE RIGHTS AND RESPONSIBILITIES**

**Section 1. Administrative Responsibilities**

The responsibilities of each administrative position shall be contained in a written position description prepared in consultation with the affected administrator and maintained by the Superintendent. Each administrator shall be provided a copy of his/her own position description. These position descriptions may be modified only after consultation with the affected administrator and his/her supervisor. Modifications in particular position descriptions which result from change in administrative structure must be made in accordance with the procedures set out in Article XIII of this Agreement.

**Section 2. Administrative Consultation Policy**

- A. During collective bargaining processes between the School Committee and any other school employee group, administrators who will be responsible for and/or affected by the implementation of any proposed policy will be consulted for advice and counsel by the Committees. This consultation shall take place through the Superintendent utilizing the established management structure of the school system. This consultation will be sought prior to the final ratification of such policies.
  
- B. Before final decisions are made regarding modification of the programs or buildings, the administrators who will be responsible for and/or affected by the proposed changes will be consulted. This consultation may take place through the existing management structure.

**Section 3. Complaint Procedures**

- A. The Association recognizes the right of all concerned parties to bring complaints to the appropriate administrators.
  - 1. In each instance, the complainant will be encouraged to refer that complaint directly to the administrator against whom the complaint is made.
  - 2. If resolution is not achieved by the two parties, resolution will be sought through established administrative procedures.
  - 3. If the complainant is not willing to seek resolution with the involved administrator, and if the complaint is considered sufficiently serious, the complaint may be brought to the attention of the administrator's immediate supervisor or the Superintendent who may initiate inquiry according to

established procedures. The immediate supervisor or Superintendent may request a meeting with either or both of the two parties to seek resolution.

- B. Established procedures will be followed toward resolution of authorized complaints. Memoranda or other documents regarding a complaint should provide the fullest possible detail.
1. A complaint will be considered anonymous if the complainant is not identified to the affected administrator.
  2. Anonymous complaints will not be forwarded in writing, will not in any way be recorded, and will not in any way be considered in the formal or informal performance evaluation of administrators.

#### Section 4. Supervision

Before the start of the school year, school principals, Directors, and all Supervisors of APAA members will be responsible for establishing a schedule of regular, mutually agreeable meeting times to discuss issues of workload, regular and unique tasks within the work setting and prioritization of responsibilities.

#### **ARTICLE XVII PRORATION OF BENEFITS**

Employees covered by this agreement who are employed part-time or who do not complete a full contract year will have the following benefits prorated based on actual time worked as an administrator per day and/or year. The benefits to be prorated are salary, retirement, (increment and incentive) vacation, sick leave, personal leave and special leave.

#### **ARTICLE XVIII CORI CHECKS**

The parties agree that, pursuant to M.G.L. c.71, 38R, Criminal Offender Record Information (“CORI”) checks will be conducted every three (3) years for employees covered by this Agreement. An individual’s record may be checked on a more frequent basis, with reasonable cause.

- The Superintendent or a Central Office administrator designated by him/her will be the only persons authorized to request CORI checks.
- A copy of an individual’s CORI report will be available to the employee upon request. If the CORI request shows any activity, a copy will be immediately forwarded to the employee.

- All CORI reports will be maintained in the Superintendent's office, in separate confidential files.
- Any disciplinary action taken as a result of CORI checks will be in accordance with the terms of this Agreement and/or applicable state law.

**ARTICLE XIX  
RATIFICATION**

**IN WITNESS WHEREOF** the parties to this contract have caused these Agreements to be executed by their agents hereunto duly authorized.

SCHOOL COMMITTEES

AMHERST-PELHAM  
ADMINISTRATOR'S ASSOCIATION

By

By

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\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**Level I: Elementary Assistant Principals, Middle School Assistant Principals, Food Services Director, Athletic Director**

**Level II: High School Assistant Principals, Special Education Administrators, Student Services Administrator, K-12 Curriculum Supervisor**

Memorandum of Agreement  
Joint Association/Non-Unit Task Force on Administrator Evaluation and  
Professional Development

The Amherst-Pelham Regional School Committee, the Amherst School Committee and the Pelham School Committee (hereinafter the Committees) and the Amherst Pelham Administrators Association (hereinafter the Association), as part of the terms of settlement of a collective bargaining agreement dated July 1, 2008 – June 30, 2011, hereby agree to establish a joint task force on administrator evaluation and professional development, to begin its work immediately upon execution of this Memorandum of Agreement. Said task force will consist of membership equally divided between those appointed by and representing the Committees and those appointed by and representing the Association. The task force, acting jointly, will select Co-Chairs from among its membership.

It will be the responsibility of this task force to review the current system of evaluation and professional development, and the newly implemented system of evaluation and development in place for members of Unit A in the districts, and to make recommendations for desired additions and/or modifications to the language in the 2008-2011 collective bargaining agreement to complement the new Unit A models.

The task force will prepare recommendations for review and negotiation by the Association and the Committees, and is expected to complete its work by January 15, 2008. No modification of the current system of evaluation and professional development will be implemented until the negotiation process is complete, and the agreed upon changes have been reduced to writing and ratified by the Committees and by the Association. At that time, the parties agree that any previous evaluation documents will have been superseded by the new agreement.

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Committees

\_\_\_\_\_  
Date

ADJ

0.025

ADMIN CONTRACT 2008/09			
STEP	I	II	III
1	\$62,514	\$65,662	
2	\$64,698	\$67,933	
3	\$66,879	\$70,222	
4	\$69,065	\$72,520	
5	\$71,242	\$74,803	
6	\$73,422	\$77,094	
7	\$75,602	\$79,377	
8	\$77,937	\$81,834	
9	\$80,296	\$84,309	
10	\$82,651	\$86,781	
11	\$85,256	\$89,512	
12	\$87,943	\$92,329	

**SCHOOL YEAR SALARIES (222 DAYS)**

ADMIN CONTRACT 2008/09			
STEP	I	II	III
1	\$53,378	\$56,064	
2	\$55,241	\$58,005	
3	\$57,105	\$59,959	
4	\$58,970	\$61,919	
5	\$60,830	\$63,870	
6	\$62,692	\$65,827	
7	\$64,552	\$67,776	
8	\$66,546	\$69,874	
9	\$68,561	\$71,987	
10	\$70,571	\$74,098	
11	\$72,796	\$76,430	
12	\$75,090	\$78,835	
	<b>LONGEVITY</b>		
	\$955	10YRS	
	\$1,273	14YRS	
	\$1,591	19YRS	
	\$1,910	24YRS	

<b>ADMIN CONTRACT 2009/10</b>		
<b>STEP</b>	<b>I</b>	<b>II</b>
1	\$63,764	\$66,975
2	\$65,992	\$69,292
3	\$68,217	\$71,626
4	\$70,446	\$73,970
5	\$72,667	\$76,299
6	\$74,890	\$78,636
7	\$77,114	\$80,965
8	\$79,496	\$83,471
9	\$81,902	\$85,995
10	\$84,304	\$88,517
11	\$86,961	\$91,302
12	\$89,702	\$94,176
13	\$92,529	\$97,140

**SCHOOL YEAR SALARIES (222 DAYS)**

<b>ADMIN CONTRACT 2009/10</b>		
<b>STEP</b>	<b>I</b>	<b>II</b>
1	\$54,446	\$57,185
2	\$56,346	\$59,165
3	\$58,247	\$61,158
4	\$60,149	\$63,157
5	\$62,047	\$65,147
6	\$63,946	\$67,144
7	\$65,843	\$69,132
8	\$67,877	\$71,271
9	\$69,932	\$73,427
10	\$71,982	\$75,580
11	\$74,252	\$77,959
12	\$76,592	\$80,412
13	\$79,006	\$82,943

<b>LONGEVITY</b>	
\$955	10YRS
\$1,273	14YRS
\$1,591	19YRS
\$1,910	24YRS

