

AGREEMENT

BETWEEN THE

CHICOPEE SCHOOL COMMITTEE

AND THE

CHICOPEE EDUCATION ASSOCIATION
(UNIT B) - MTA/NEA

JULY 1, 2018- JUNE 30, 2021

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ARTICLE I
RECOGNITION

- A. The Committee recognizes the Association for purposes of collective bargaining as the exclusive representative of a unit, to be known as "Unit B" consisting of all professional administrative employees of the Chicopee School System including, but not limited to:

Vice-Principals, District Content Specialist, but excluding:

the Superintendent, Assistant Superintendent, Administrative Assistant, Supervisor of Data Processing, Coordinator of Secondary Education, Coordinator of Elementary Education, Business Manager, Director of Food Services, Director of Maintenance, Principals, Director of Vocational Education, Coordinator of Early Childhood, Principals, Director of Telecommunications, Director of Special Education, and all members of Unit A.

Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as the "administrators or "Unit B personnel", and the references to male administrators will include female administrators.

- B. The parties agree that the operation of the School Department of Chicopee, the supervision of the employees and their work are the right of the Committee and/or their agents. Accordingly, subject to the provisions of this Agreement, 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 the employees' 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 exclusively the rights of the Committee and/or their agents. The foregoing enumeration of the rights shall not be deemed to exclude other rights not specifically set forth, the Committee and/or their agents therefore retaining all rights not otherwise specifically restricted by this Agreement. The exercise by the Committee and/or their agents of any of the foregoing 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.

ARTICLE II
NEGOTIATING PROCEDURE

- A. The Committee and the Association shall enter into negotiations over a successor agreement at a mutually agreed upon time prior to the expiration of the current

agreement. After a reasonable number of bargaining sessions either party may declare an impasse.

When, by mutual agreement, negotiations are scheduled during the school day, three (3) members of the negotiating team as designated by the president will be relieved, for not more than three (3) hours at any time during the school day, which is convenient to both parties, from all regular duties without loss of pay, or loss of accumulated sick leave, or personal leave as necessary in order to permit their participation in such meetings.

- B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Committee and the Association, for the term of this Agreement, each unqualifiedly and voluntarily waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement even though the subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.
- C. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- D. Except as this Agreement shall hereinafter otherwise provide, all conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement, as established by the School Committee's rules and policies in force on said date, shall continue to be so applicable during the life of this Agreement. Nothing in this Agreement which changes preexisting School Committee rules and policies shall operate retroactively.
- E. This Agreement constitutes School Committee policy for the term of said Agreement and the School Committee shall carry out the commitments contained herein and give them full force and effect as School Committee policy. The School Committee shall amend its rules and policies and take such other action as may be necessary to give full force and effect to the provisions of this Agreement.
- F. The Association will prepare both the draft and the final Unit B Contract for review and approval. Two (2) originals and one (1) electronic copy of the Contract to be given to the School Committee.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. A “grievance” is called a claim based upon an event or condition, which involved the interpretation, meaning or application of any of the provisions of this Agreement.
2. An “aggrieved person” is the person or persons making the claim.
3. A “party in interest” is the person or persons asking the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest appropriate administrative level, equitable solutions to the problems, which may from time to time arise affecting the welfare or working conditions of administrators. Both parties agree that these procedures will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Subject to the provisions of Level Four of this Article nothing herein contained will be construed as limiting the right of any administrator having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

C. Procedure

All time limits herein shall consist of calendar days exclusive of Saturdays, Sundays, and legal holidays. The time limits indicated hereunder will be considered maximal unless extended by mutual agreement in writing.

Should differences arise between an employee, or employees of this Unit and the Administration and/or the School Committee concerning the meaning and application of this Agreement, there shall be no suspension of work on account of such difference but every effort shall be made to settle the differences in the following manner:

Between the employee, with or without a representative of the Association and the immediate supervisor.

1. Level One. If an administrator does not file a grievance in writing with the

immediate supervisor within fifteen (15) school days after the administrator knew, or should have known, of the act or condition on which the grievance is based, then the grievance will be considered as waived. An administrator will have up to fifteen (15) school days at the beginning of the school year to file a grievance if the grievance action occurred during the summer months when school was not in session. If the act or condition on which the grievance is based occurs less than fifteen (15) school days before the end of the school year, then the grievance must be filed within fifteen days (exclusive of weekends) after the administrator knew or should have known of the action or condition. A dispute as to whether a grievance has been waived under this paragraph will be subject to arbitration pursuant to Level Four.

2. Level Two.

- (a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance, he/she may file the grievance in writing with the Superintendent of Schools.
- (b) The Superintendent or his designee will represent the administration at this level of the grievance procedure. Within five (5) days after receipt of the written grievance by the Superintendent, the Superintendent will meet with the aggrieved person in an effort to resolve it.
- (c) There will be one Committee on Employee Relations for all CEA units.

3. Level Three. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within five (5) days after he/she has first met with the Superintendent or his designee, the Association will contact the Superintendent to have the grievance received by the School Committee at its next regularly scheduled School Committee meeting, and to be heard at the following regularly scheduled meeting of the School Committee. The decision of the School Committee will be sent to the Association within five (5) days of the hearing.

4. Level Four.

- (a) If the grievance is not settled in Level Three, or the Level Three time limits have expired, the grievance may be submitted to arbitration by the Association, by filing a written demand with the American Arbitration Association. This written demand to the American Arbitration Association must be filed with the American Arbitration Association no later than thirty (30) days of receipt of the School Committee Level Three response

or not later than thirty (30) days of the day when the School Committee Level Three response was due, whichever is sooner.

- (b) The party seeking arbitration may request a list of arbitrators from the American Arbitration Association. The parties will be bound by the current rules and procedures of said Association in the selection of an arbitrator.
- (c) The arbitrator so selected will hold hearings promptly and will issue his decision not later than thirty (30) days from the date of the close of the hearings. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violate of the terms of this Agreement nor will he be permitted to interpret the intention of the parties at the time they negotiated this Agreement, with respect to any dispute hereunder, unless the parties stipulate that there was a common intention at the time they negotiated said Agreement. The decision of the arbitrator shall be final and binding on the parties.
- (d) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the School Committee and the Association.
- (e) Administrators subject to discharge and/or suspension must elect between pursuing the grievance arbitration provisions of the contract or statutory arbitration procedures furnished by State law. Once one forum is selected the other is foreclosed to the employee.

D. Rights of Administrators to Representation

1. No reprisals of any kind will be taken by the School Committee or by any member of the administration or by the Association, the Massachusetts Teachers Association, or the National Education Association against any party in interest, any School Representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.
2. Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or an officer of any teacher organization other than the Association. When an administrator is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

E. Miscellaneous

1. If, in the judgment of the Association, a grievance affects a group or class of administrators, the Association may submit such grievance in writing over the signature of the President of the Association to the Superintendent directly and the processing of such grievance will be commenced at Level Two. The Association may process such a grievance through all levels of the grievance even though the aggrieved person does not wish to do so.
2. When a grievance has not been settled at Level One, decisions rendered at Levels Two and Three of the grievance procedure will be in writing, setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Four will be in accordance with the procedures set forth in Section C, paragraph 4 (c).
3. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared by the Superintendent and given appropriate distribution so as to facilitate operation of the grievance procedure. These forms must be used for any grievance filed.
5. If a grievance hearing is to be held during the school day under Level Four of the grievance procedure (hearing before arbitrator), not more than five (5) administrator representatives will be released without loss of pay for the time necessary to conduct the grievance hearing. If additional witnesses are necessary to the grievance 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 grievance. Such list shall indicate the approximate time necessary for such extra witnesses 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. In like manner, the same procedures will be in force for any fact finding hearing which may arise under the provisions for General Laws Chapter 150E, which might be held during regular school hours.

ARTICLE IV
SALARIES

- A. The salaries of all persons covered by this Agreement are set forth in Appendix "A" which is attached hereto, and made a part hereof with the salary increase provided therein

to be effective July 1, 2018.

- B. Salary payments for all administrators will be made bi-weekly, for 26, 26.1, or 26.2 paychecks All Unit B Personnel shall sign-up and participate in payroll direct deposit.

ARTICLE V
WORKING HOURS AND WORK LOAD

- A. The Committee and the Association agree that the performances of the duties of the various administrators are difficult to equate in time. It is the responsibility of each administrator to perform the tasks associated with their position as determined by the Superintendent. Beyond the time the schools are in session, the administrators are not confined to specific hours of work, but are expected to be in their buildings prior to the arrival of teachers and students and in their buildings after school hours in order to complete instructional and administrative duties.
- B. The work year for the administrators in this bargaining unit will be as listed in Appendix A-1 of this Agreement.
- C.
 1. The work year (July 1 -June 30) of all administrators in this bargaining unit, will be scheduled by the Superintendent of Schools or his designee.
 2. The Superintendent or his designee will solicit and consider requests from individual administrators regarding the scheduled work year. Such requests as they pertain to working during the school year vacations and the summer break shall not be unreasonably denied provided that they are consistent with the best interests of the Chicopee Public Schools and students. The final determination of the work year schedule will rest with the Superintendent or his/her designee.
 3. Administrators will normally be advised annually of their work year schedule on or before May 1. Said schedule to be effective on July 1.
 4. Administrators will not be scheduled to work on holidays recognized by the Commonwealth of Massachusetts, provided school is not in session.
 5. Changes in an individual administrator's schedule will generally not be made after May 1, unless such changes are consistent with the best interests of the Chicopee Public Schools.
 6. With the permission of the Superintendent, up to 5 extra work days may be granted to a District Content Specialist who supervises a department assessed by

MCAS or any other State mandated test.

7. Requests for a change in the work year schedule by individual administrators will be considered on an individual basis and subject to the best interest of the Chicopee Public Schools.
- D. On days when teacher attendance is not required because of weather conditions, administrators covered by this agreement are expected to use their professional judgment under paragraph A above, regarding their reporting to their respective buildings. The Superintendent or designee will be notified of any changes in the work year schedule due to adverse weather conditions. Administrators, with the approval of the Principal, may elect to work from home on these days. Where such approval is given, the day will count towards meeting the required number of annual work days. A principal shall provide reason(s) for denying any request to work from home on these days. Administrators permitted to work from home on these days shall provide to the Principal a summary of the work performed by the administrator.
- E. All administrators will have a duty-free lunch period each day, at such times as their respective supervisors may direct.
- F. Any administrator who is a member of the Chicopee Education Association Board of Directors will be permitted to attend meetings provided advance notice is given to the Superintendent of Schools stating the date and time of such meetings, and further provided there is no conflict with their regular administrative duties and responsibilities.

ARTICLE VI
CLASS SIZE

Class size will be the same as for teachers.

ARTICLE VII
NON-TEACHING DUTIES

The Committee and the Association acknowledge that an administrator's primary responsibility is to administer and that his/her energies should, to the extent possible, be utilized to that end.

It is understood that administrators are responsible for the supervision of their respective buildings or departments.

Unit B Supervisors shall not be assigned duties (cafeteria, hall, etc.) except as necessary for

emergency or short staff situations.

Administrators needing assistance in areas of non-professional duties will receive such assistance from the Superintendent, if available.

ARTICLE VIII
ADMINISTRATOR EMPLOYMENT

Nothing contained in this Article will in any way limit the authority of the Committee or designee to hire any person it chooses. If, however, the Committee makes the decision to hire an administrator for a Unit B bargaining position, the following conditions will prevail:

- A. Unit B will have representation on any Committee formed to establish or change an evaluation document for any administrative positions. The representatives will be named by the Unit B negotiations chairperson.
- B. Upon employment in Chicopee, subsequent to the effective date of this Agreement, every administrator will be placed on the salary schedule as defined in Appendix A.
- C. Previously accumulated unused leave days will be restored to all returning administrators who have continuously been engaged in teaching or in administrative educational work, who have continuously been in the Armed Services or in the Peace Corps or Teacher Corps, or who have continuously been engaged in similar activities.
- D. Interim Appointments:
 - 1. The Committee may elect to fill a vacant position with an interim appointment provided that an interim appointment shall not exceed 45 work days with the exception of an interim posting during the summer which shall not exceed 60 work days.
 - 2. Interim appointments shall be posted. Unit B members possessing the license necessary for the interim position and having received a minimum overall proficient on the past two evaluation cycles are eligible to be awarded the interim position.

ARTICLE IX
ADMINISTRATIVE ASSIGNMENT

- A. Every effort will be made to notify in writing of any change in their assignment not later than June 1.

- B. Authorized out-of-city travel will be compensated at the IRS prevailing rate.

Coordinators, District-Wide SPED Supervisor and Workforce Development Coordinator will receive a \$500/year stipend for authorized in-city travel.

Administrators will not receive mileage reimbursement for travel to their initial assignment or return from their final assignment.

- C. Administrator assignments will be made without regard to age, residence, marital status, race, color, religious creed, national origin, sex, or sexual preference, as that term is limited and defined by M.G.L. Chapter 151B, Section 4.

ARTICLE X **TRANSFERS**

Although the Committee and the Association recognize that some transfer of administrators from one assignment to another is unavoidable, they also recognize that frequent transfer of administrators is sometimes disruptive of the educational process and interferes with optimum teacher and administrator performance. Therefore, they agree as follows:

- A. When transfers of administrators are necessary, volunteers will be considered for transfer along with the recommendations received by the Superintendent.
- B. When involuntary transfers are necessary, the preferences of the administrators with a greater length of service in their job categories in the Chicopee Public School system will be considered but the needs of the School System will determine which administrators are to be transferred.
- C. Any administrator who is involuntarily transferred will be notified of the reasons for the transfer in writing by the Superintendent or Assistant Superintendent. In the event that an administrator objects to the transfer, he/she may request a meeting with the Superintendent or Assistant Superintendent and, at his/her option, may have an Association representative present at this meeting.
- D. Notice of transfer will be given to administrators as soon as is practicable.
- E. Administrators desiring a transfer will submit a written request to the Superintendent of Schools. All requests will be acknowledged in writing within thirty (30) days and will expire after one (1) year.
- F. Transfers pursuant to this article will generally not be made during the school year, unless in the best interest of the Chicopee Public Schools.

ARTICLE XI
VACANCIES AND PROMOTIONS

- A. Any administrator may apply for any vacancy occasioned by death, retirement, or resignation within the Chicopee School System or for any new position, which may be created by the Committee.
- B.
1. Whenever any vacancy occurs during the calendar year, in addition to the regularly established means of communication, it will be adequately publicized by the Superintendent by means of the School System electronic mail (e-mail) to all Unit B employees as far in advance of the appointment as possible.
 2. When an unanticipated vacancy occurs, it may be filled on a temporary basis. The Committee agrees that such temporary service will not be the controlling factor for permanent appointments. Where permanent appointment is to be made, such appointments will be made in accordance with the provisions of this Agreement.
 3. In all situations concerning vacancies, the qualifications for the position, its duties, and the rate of compensation will be clearly set forth in the notice of the vacancy.
 4. The qualifications set forth for a particular position will not be changed arbitrarily, capriciously, or without basis in fact when such vacancies occur in the future.
 5. Applicants will have at least fourteen (14) calendar days from the date the notice is posted in the schools and notification to the Association to submit their applications, and said positions will not be filled, except on a temporary basis, until all applications have been acknowledged and candidates have been interviewed.
 6. The Committee reserves the right to publicize any other vacancies which exist within the school system as it may deem desirable, but it agrees to post these positions as approved so that any administrator may apply.
- C. The procedure for applying to fill a vacancy or new position will be determined in each instance by the Superintendent and the School Committee.
- D. The Superintendent agrees that in making the selection, due weight will be given to the professional background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors. In filling such vacancies

preferential consideration will be given to qualified teachers and administrators already employed by the Committee, and each applicant not selected will, upon request, receive from the Superintendent or his designee a written explanation of why the successful applicant was selected. Where a vacancy is to be filled, appointments will be made not later than ninety (90) days after the notice is posted in the schools or the giving of notification to the Association or the Superintendent shall re-advertise the vacancy and accept new applications.

- E. Appointments will be made without regard to age, residence, marital status, race, color, religious creed, national origin, sex, or sexual preference, as that term is limited and defined by M.G.L Chapter 151B, Section 4.
- F. Failure of an applicant to be selected shall not be subject to the grievance procedure unless there has been a violation of the procedural requirements of this Article or unless the method of selection has been discriminatory as to an applicant not selected. Such grievance shall not in any event progress beyond Level Three as herein before established under Article III of this Agreement.

ARTICLE XII
POSITIONS IN SUMMER SCHOOL, EVENING SCHOOL AND UNDER FEDERAL
AND STATE PROGRAMS

- A. All Unit B personnel will be eligible to apply for any summer school teaching or administrative position, any evening school teaching or administrative position, and any position available under a Federal or State program.
- B. All openings for summer school and evening school positions and for positions under Federal and State programs will be adequately publicized, minimum of two (2) weeks' notice whenever practical, by the Superintendent, in each school building.
- C. Positions in the Chicopee summer school and evening school and positions under Federal and State programs will, to the extent possible, be filled by giving due consideration to regularly appointed administrators in the Chicopee School System. No person from outside of the Chicopee School System will be considered for these positions unless they are more qualified than all applicants within the system.
- D. In filling such positions, consideration will be given to an administrator's area of competence, major and/or minor field of study, quality of teaching, if applicable, and administrative performance, attendance record, and length of service in the Chicopee School System.
- E. Given the demands and time constraints of Unit B Vice-Principals, these members shall

not coach athletics. Exceptions may be made at the discretion of the Superintendent.

ARTICLE XIII
ADMINISTRATOR EVALUATION

The parties will form a subcommittee composed of an equal number of Unit Band School System representatives to update and/or improve the evaluation standards, procedures and forms.

- A. All administrators will be evaluated in writing, and will be shown a copy of any such evaluation. High School and Middle School administrators will be evaluated by their respective principals. Elementary vice principals will be evaluated by their respective principals. All other Unit B administrators will be evaluated by the Superintendent of Schools or his designee.
 - 1. The attached "Unit B Evaluation Document" will be used to evaluate all administrators covered by the Unit B contract.
 - 2. Any monitoring or observation of the work performance of an administrator will be conducted openly and with full knowledge of the administrator.
- B. Administrators will have the right, upon written request and at reasonable times, to review the contents of their personnel file. An administrator will be entitled to have a representative accompany him/her during such review.
- C. No material derogatory to an administrator's conduct, service, character, or personality will be placed in his/her personnel file unless the administrator has had an opportunity to review the material. The administrator will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The administrator will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
- D. Administrators will have the right to add any material to their personnel file that they believe is pertinent to their employment. No more than twelve (12) pages will be added per year.
- E. Any complaint regarding an administrator will be promptly called to the attention of the immediate superior of the administrator, who will then inform the administrator, discuss the matter, including the identity of the complainant, and may, at his discretion, report to the Superintendent of Schools or his designee.

- F. No administrator will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.

ARTICLE XIV
ADMINISTRATOR FACILITIES

- A. Each administrator will have the following:
1. Space (such as a desk with lock and key, file cabinet, or storage closet) in which he/she may safely store administrative materials and supplies.
 2. A serviceable desk and chair.
 3. An office and/or work area containing adequate equipment and supplies.
 4. All Unit B members shall be provided with a key to open the building of the school or office where they are assigned. Vice-Principals will be given the alarm code of the school where they are assigned.
 5. Access in the building to which he/she is primarily assigned to an appropriately furnished room which include a soda machine, to be reserved for the exclusive use of teachers and administrators as a faculty lounge.
 6. A telephone, to the extent reasonably possible.
 7. Access to a communication system so that administrators can communicate with teachers and other administrators.

ARTICLE XV
USE OF SCHOOL FACILITIES

- A. The Association will have the right to use school buildings for meetings, and the school system's swimming pools and other athletic facilities and equipment, without cost at reasonable times, provided, however, that any additional service costs necessitated by such use shall be paid by the Association. Requests for such use will be made in accordance with established Committee policies.
- B. 1. The Association will have the right to place notices, circulars, and other material in administrators' mailboxes.

2. The Association will have the right to place notices, circulars, and other material on bulletin boards located in the aforementioned faculty lounges or in other appropriately private areas.
 - a) The Association will pay the cost of all toll calls.
 - b) No office of the Association authorized hereunder will be permitted to interrupt a class or study hall assignment to make any such calls, but he/she will be permitted to leave a study hall assignment to receive any incoming calls concerning Association business, except where such officer is the sole teacher or administrator on duty in the study hall.

ARTICLE XVI
SICK LEAVE

A. Sick leave is interpreted as meaning leave with pay for sickness or accident, the nature of which incapacitates the beneficiary from performing the duties of his/her position.

B. Administrators will be entitled to annual sick leave as follows:

215-220 work year	18 days
200-205 work year	17 days
190-195 work year	16 days

Those administrators who commence employment during the school year shall be entitled to sick leave on a pro-rata basis only. Any administrator who terminates employment during the first year of employment shall reimburse the School Committee for all sick leave benefits taken in excess of one and one-half (1/2) days per month of employment.

C. Sick leave days may be accumulated from year to year with no maximum. The Office of Superintendent will be responsible for providing each administrator, during the month of September of each year, with a written statement of how many sick or personal days have been used, how many are available, and the formula used for computing this amount.

D. In cases which would appear to indicate extended absence (two weeks or more) the Superintendent must be notified in writing by the administrator or someone on his/her behalf indicating the probable extent and duration of the illness or disability.

E. An administrator shall be entitled to up to five (5) days temporary leave of absence each year for illness or accident of spouse, child, parent, sibling, father-in-law, mother-in-law, and others residing in the house of the administrator with substantiation in the form of a doctor's certificate and with such leave to be deducted from sick leave.

- F. Upon termination of an employee with at least twenty (20) years of service in the Chicopee Public School System by retirement, death or layoff followed by expiration of all recall rights and thereby termination of employment with the Chicopee Public Schools, the Committee shall pay to the terminated employee or his/her personal representative, twenty (20%) of all accumulated unused sick leave at the employee's per diem rate up to a maximum not to exceed twelve thousand dollars (\$12,000) or four hundred (400) days, whichever is the lesser amount.

An employee who notifies the School System in writing on or before March 1 may select to be paid his/her unused sick day payment on the date of retirement or a new calendar year date.

Notice after March 1 or no notice by the employee will have his/her unused sick day payment made in the new calendar year.

- G. "Sick Leave Bank" A Sick Leave Bank for the purpose of providing additional coverage after exhaustion of individual annual and/or accumulated sick leave only in the event of serious illness as evidenced by medical certification is hereby established as of September 1, 2004, exclusively for the use of the members of this bargaining unit. Participation by members of the unit shall be mandatory and each Administrator shall be assessed one (1) day of his or her annual and/or accumulated sick leave as of September 1, 2004. New members of the bargaining unit shall be assessed one (1) day of their annual and/or accumulated sick leave as of the date they enter the unit. Said days are to be "deposited" in the Bank. Unused days in the Bank shall carry over from year to year. Should the number of days in the Bank reach the level two hundred (200) days or less, then each Administrator in the bargaining unit shall be assessed one (1) days of his or her annual and/or accumulated sick leave as of the first day of the next calendar month. Said days are to be "deposited" in the Bank. In the event an Administrator has no accumulated and/or annual sick leave at the time of said assessment, that Administrator shall be assessed the amount of days owing to the Bank the following November 1.

Subject to the provisions of this Article each Administrator may, following a maximum often (10) school days waiting period, be granted by the Bank Committee a maximum of thirty (30) school days per year from the Bank. If days are granted, they shall cover retroactively the waiting period.

The Sick Leave Bank shall be administered by the Sick Leave Bank Committee made up of three (3) appointees of the Association. The Sick Leave Bank Committee shall have the power to established procedural and functional guidelines for the operation of the Sick Leave Bank consistent with this Article. All decisions by the Sick Leave Bank Committee shall be by two (2) affirmative votes and all decisions by the Sick Leave Bank Committee shall be final and binding and not subject to grievance and/or arbitration.

ARTICLE XVII
TEMPORARY LEAVES OF ABSENCE

A. Administrators will be entitled to the following temporary leaves of absence with pay each school year:

1. A total of one (1) day's leave of absence for personal, legal, business, household, or family matters which cannot be taken care of other than during school hours, provided, however, that a leave of absence under this section shall not be taken on the day preceding or following a holiday or vacation, unless the administrator demonstrates that it is an emergency situation, and provided that except in emergency situations, advance application is made to the Superintendent. If said day is not used in any particular school year, it or the unused portion thereof may be accumulated from year to year.

No more than one (1) consecutive day may be taken without the prior approval of the Superintendent or his designee

2. With the advance approval of the Superintendent, at least one (1) day for the purpose of visiting other schools or attending meetings or conferences of an educational nature.
3. Time necessary for Association representatives to attend Massachusetts Teachers Association and/or National Education Association educational improvement conferences and conventions. The names of all representatives will be submitted to the Superintendent for his approval as soon as practicable and under normal circumstances not later than two (2) weeks prior to the date of the conference or convention.
4. Time necessary for jury duty or mandatory appearances in any legal proceeding where the administrator is under court summons or subpoena connected with the administrator's employment or with the school system.
5.
 - a. Up to three (3) days when such absence is occasioned by the death of a sister-in-law, daughter-in-law, son-in-law, brother-in-law, uncle, aunt, nephew, niece, grandfather, grandmother or grandchild whose place of residence is elsewhere than in the home of the administrator.
 - b. Up to five (5) days in succession when such absence is occasioned by the death of relatives residing in the household of or with the administrator, or

when such absence is occasioned by the death of a father, mother, son, daughter, sister, brother, father-in-law, mother-in-law or grandchild whose residence was elsewhere than in the home of the administrator.

c. Appropriate release time may be granted at the discretion of the Superintendent of Schools, for attending funerals of close friends, cousins, or co-workers. Such release time will not be against administrator's sick leave or personal leave. Written application for such absences will be made in advance to the school principal and will require advance approval of the Superintendent. Application for such absences will be made in advance orally to the school principal, or if the individual is not responsible to a school principal, then to his immediate supervisor and written notice of such absence shall be delivered by the administrator to the Superintendent within three (3) days of the date of such absence.

6. A maximum of thirteen (13) days per school year for persons called into temporary active duty of any unit of the United States Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is in session.

7. Up to three (3) days for religious observance if said observance prohibits the administrator from working on said day.

If however, observance of a closely held religious belief requires additional accommodation, the employee may seek such an accommodation by application to the Superintendent or the Superintendent's designee.

8. Leave for one (1) year to explore career alternatives may be granted by the Superintendent upon application of any Unit member. An employee on such leave will not accrue seniority or other benefits while on leave and will pay one hundred percent (100%) of the cost of Group Insurance Coverage while on leave, if such employee desires to continue in the group plan. An employee who returns from such leave will return with the benefits the employee had at the time he/she began the leave.

B. Leaves taken pursuant to Section A above will be in addition to any sick leave to which the administrator is entitled, with the exception of those leaves which allow for the deduction from, or use of, sick leave. No administrator will be required to arrange for his/her own substitute. Except in those circumstances where an accommodation or leave is required by law or regulation, the parties acknowledge that most leave requests made by a first-year administrator during the first half of the school will not be granted absent an emergency.

- C. Effective with the start of the 2015-2016 School Year, ten (10) days for illness or accident of spouse, child, parent, mother-in-law, father-in-law, and others residing in the household of the teacher with substantiation in the form of a doctor's certificate and such leave to be deducted from sick leave.
- D. Effective with the start of the 2015-2016 School Year, a Teacher whose partner gives birth to a child may take up to ten (10) days of parental leave. If a teacher adopts a child he/she may take up to ten (10) days of parental leave. Such leave will be deducted from the teacher's accumulated sick leave

ARTICLE XVIII
EXTENDED LEAVES OF ABSENCE

- A. A leave of absence without pay or increment of up to one (1) year will be granted to up to one (1) administrator for the purpose of engaging in full-time work for the Massachusetts Teachers Association and/or the National Education Association.
- B. A leave of absence without pay of up to two (2) years will granted to any administrator who joins the Peace Corps, Teacher Corps, or who serves as an exchange teacher or administrator, and is a full-time participant in any such program. Upon return from such leave, the administrator will be considered as if he were actively employed by the Committee during the leave and will be placed on the salary schedule he would have achieved if he had not been absent.
- C. Military leave will be granted to any administrator who is inducted, activated, or enlists in any branch of the Armed Forces of the United States. Upon return from such leave, an administrator will be placed on the salary schedule which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence up to a maximum of three (3) years.
- D. An administrator who is an expectant mother may apply for a leave of absence for a period of time to be determined at the discretion of the School Committee, but in no event, if the administrator so desires, for less than one (1) year after the termination of pregnancy. Said leave of absence shall commence at the option of the administrator, but in no event later than the date on which the administrator, because of her pregnancy, becomes unable to regularly perform the duties associated with her position. Notwithstanding the foregoing, no maternity leave position shall terminate during the last fifty (50) days of any school year, except as the School Committee, in its discretion, may permit. No maternity leave shall commence except upon at least twenty (20) days written notice from the administrator to the Superintendent, unless waived by the School Committee in any appropriate circumstance.

- E. A leave of absence without pay or increment of up to one (1) year may be granted for the purpose of caring for a sick member of an administrator's immediate family. Additional leave may be granted at the discretion of the Committee.
- F. The Committee may grant a leave of absence without pay or increment to any administrator for up to one (1) year to campaign for public office. Any administrator who is elected to public office will be granted a leave of absence without pay or increment for the term of said office.
- G. After five (5) years of continuous employment in the Chicopee School System, an administrator may be granted a leave of absence without pay for up to one (1) year for health reasons. Requests for such leave will be supported by appropriate medical evidence.
- H. Any administrator whose personal illness extends beyond the period compensated may be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness.
- I. A leave of absence without pay or increment for personal reasons may be granted for a period of up to one (1) year and may be extended at the discretion of the Superintendent. If denied, reasons will be provided. Approval will not be unreasonably withheld.
- J. All benefits to which the administrator was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his return, and he/she will be assigned to the same position which he/she held at the time said leave commenced provided, however, that if during the period of leave, a layoff or other position elimination or reorganization occurs be interpreted as providing enhanced job protection.
- K. All written requests for extensions or renewals of leaves will be applied for and if approved, will be granted in writing.
- L. Leaves under the provision of this Agreement which are eligible for coverage under the Family and Medical Leave Act (FMLA) shall run concurrently with and not in addition to any non-FMLA leave.

ARTICLE XIX
SABBATICAL LEAVES

Sabbatical leaves may be granted for study or travel to a member of the administrative staff by the Superintendent of Schools subject to the following conditions:

- A. No more than three percent (3%) of the eligible administrative staff will be absent on

sabbatical leave at any one time.

- B. Request for sabbatical leave must be received by the Superintendent of Schools in writing in such form as may be required by the Superintendent of Schools no later than December 31, and action must be taken on all such requests no later than April 1, of the school year preceding the school year for which the sabbatical leave is requested.
- C. The administrator has completed at least seven (7) consecutive full school years of service in the Chicopee School System.
- D. Administrators on sabbatical leave will be paid at one-half (1/2) of their regular salary rate, provided that such pay when added to any program grant will not exceed the regular salary rate. Administrators with ten (10) or more years of service on sabbatical leave will be paid seventy five percent (75%) of their regular salary, provided that such pay when added to the program grant will not exceed the regular salary rate.
- E. The administrator will agree to return to employment in the Chicopee School System for one (1) full year in the event of a semester's leave or two (2) full years in the event of a full year's leave).
- F. Prior to the granting of a sabbatical leave, an administrator shall enter into written agreement with the School Committee that upon the termination of such leave, he/she will return to service in the Chicopee School System for a period equal to twice the length of the leave and that, in default of completing such service, he/she shall refund to the City of Chicopee an amount equal to such proportion of salary received by him/her while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered, except in the case of the administrator's death, or permanent disability.

ARTICLE XX
SUBSTITUTE ADMINISTRATORS

- A. Whenever a vice principal, teaching vice principal, or other administrator is assigned to a higher position for more than five (5) consecutive days, he/she will, from the sixth (6th) days be paid on the schedule of the higher administrator. The Superintendent will have the discretion to authorize payment sooner than the sixth (6th) day if circumstance so warrant.
- B. In those cases where regular substitute teachers and regular teachers are not available, an administrator may be assigned to serve as a substitute during his/her non-teaching time. If an administrator does serve as a substitute teacher, he/she will be compensated at the same rate as regular classroom teachers receive when filling in for absent colleagues.

ARTICLE XXI
PROFESSIONAL DEVELOPMENT & EDUCATION IMPROVEMENT

- A. The Committee will pay one-half (1/2) the cost of tuition for in-service courses or courses at accredited colleges, universities, or professional training schools which are taken at the written request of the Superintendent of Schools. Excluded from the provisions of this Section are those courses required for an administrator to obtain certification.
- B. The Committee will pay the reasonable expenses, including fees, meals, lodging, and/or transportation, incurred by administrators who attend workshops, seminars, conferences, or other professional improvement sessions at the written request of the Superintendent of Schools, and subject to final approval by the Committee.
- C. Rather than a specific limitation on the number of workshops, seminars, conferences, or other professional improvement sessions, including visiting evaluation committees authorized by the New England Association of Colleges and Secondary Schools, the Committee agrees to judge each request for attendance at such sessions individually, as recommended by the Superintendent, on its own merits and potential benefits to the Chicopee School System.
- D. No Administrator shall have his/her individual professional development plan unreasonably denied by a Principal or Superintendent.
- E. The Committee will budget \$45,000 annually for professional development. The Superintendent will, in his discretion, decide on the approval of professional courses after reviewing requests for professional development courses which have been approved by the employee's supervisor. This is not a guarantee the entire \$45,000 will be expended in a given year.
- F. The Professional development conference and travel form will be redesigned to include the number of approved travel days.

ARTICLE XXII
PROTECTION

- A. Administrators will immediately report all cases of assault allegedly suffered by them or allegedly committed by them in connection with their employment to the Superintendent of Schools in writing. If any administrator is threatened, or suffers serious physical abuse by any student, or is made the target of serious insult or profane utterance, then he/she should make a prompt report to his Supervisor of such occurrence, followed by a brief

written statement as soon thereafter as is practicable, of the events in question.

- B. This report will be forwarded to the Committee (or its designee), which will comply with any reasonable request from the administrator for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the administrator, the police, and the courts.
- C. If criminal or civil proceedings are brought against an administrator alleging that he/she committed an assault in connection with his/her employment, the Committee will furnish and select legal counsel to defend him/her in such proceeding if he/she requests such assistance.
- D. So far as permitted by Chapter 41, Section 100C of the General Laws of the Commonwealth as amended, the Committee will provide indemnification whenever any administrator will become eligible therefore.

ARTICLE XXIII
PERSONAL INJURY BENEFITS

- A. Whenever an administrator is absent as a result of personal injury arising out of and in the course of his/her employment, he/she will be paid his/her full salary (less the amount of any workers' compensation award for temporary disability due to said injury) for the period of such absence. Such absence will be charged according to his/her annual or accumulated sick leave in accordance with the provisions of Chapter 46, Section 12, of the Revised Ordinances of the City of Chicopee.
- B. The Committee will reimburse administrators for:
 - 1. Any clothing or other personal property damaged or destroyed (less any amount of any insurance reimbursement) as the result of an assault or battery suffered in the course of his/her employment; and

2. The cost of medical, surgical, or hospital services (less the amount of any insurance reimbursement) incurred as the result of any injury sustained in the course of his/her employment.

The foregoing will apply only to situations in which the administrator is not guilty of contributory negligence.

ARTICLE XXIV
INSURANCE AND ANNUITY PLAN

- A. The Committee will continue to recommend to the appropriate lawmaking body of the City of Chicopee that the City pay for the professional employees of the Chicopee School System the maximum percentage permitted by law of the cost of an appropriate term life insurance plan and for single or family coverage, whichever applies in the individual case, for appropriate accident, health, and hospital insurance.
- B. Administrators will be eligible to participate in a "tax-sheltered" Annuity Plan established pursuant to United States Public Law No. 87-370.

ARTICLE XXV
TEXTBOOKS AND CURRICULUM

Recognizing the statutory responsibility of the Committee for the adoption of textbooks and also the professional competence and skills of the staff in relation to textbook selection, the Association and the Committee agree that the selection of textbooks to be used in the schools will continue to be arrived at through joint consultation among teachers and administrators, subject to final approval by the Committee.

ARTICLE XXVI
PROFESSIONAL BEHAVIOR AND RESPONSIBILITY

- A. The Committee and the Association recognize that abuses of sick leave or other leaves, tardiness or absence, deficiencies in professional performance, or other violations of discipline by an administrator reflect adversely upon the teaching profession and create undesirable conditions. Each administrator recognizes the Code of Ethics of the Education Profession as defining acceptable behavior. The School Committee recognizes the Code of Ethics for School Committees as defining acceptable behavior. Breaches of discipline of the Code of Ethics shall be promptly reported to the offending administrator and to the Association. The Association will use its best efforts to correct breaches of

professional behavior by any administrator and, in appropriate cases, may institute proceedings against the offending administrator under the Code of Ethics.

- B. The Committee and the Association acknowledge that the primary responsibility of an administrator is to fulfill the obligations of his/her position to the best of his ability. Employment of an administrator by any person or firm other than the City of Chicopee is permissible to the extent that such employment in no way conflicts with the administrator's hours of municipal employment, or impairs the performance of the administrator's regularly assigned duties. Self-employment shall be considered subject to the provisions of this Article. Violations of any of the terms of this Agreement or of any other statutory or policy obligation of an administrator directly attributable to such employment will be considered cause for such action as the Committee is authorized to take under the provisions of General Law, Chapter 71, as amended. The administrator will have all the rights and remedies authorized under the foregoing provisions of law.

ARTICLE XXVII

GENERAL

- A. There will be no reprisals of any kind taken against any administrator by reason of his/her membership or non-membership in the Association or participation or non-participation in its activities.
- B. When it is necessary pursuant to Article III (Grievance Procedure) for a representative of the Association to attend a grievance meeting or hearing, commencing with Level Two thereof during a school day, he/she will, upon notice to his/her principal or immediate superior and to the Superintendent, be released.
- C. Administrators will be entitled to full rights of citizenship and no religious or political activities of any administrator or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such administrator, provided, however, that said activity does not interfere with the performance of his/her assigned duties and does not violate any State or Federal statute.
- D. The Committee will, upon request, provide the Association with any available information, not privileged under law, which may be necessary for the Association to process grievances under this Agreement.
- E. The Association will be provided with one (1) copy of the minutes of official open Committee meetings as soon as such minutes have been approved by the Committee. The Committee will be provided with one (1) copy of the minutes of official open Association meetings as soon as such minutes have been approved by the Association.

- F. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application will continue in full force and effect.

- G. Administrators will not divulge official information acquired as a result of their employment or permit others to make use of such information for private purposes, where such information is not available to the general public.
- H. Administrators will be prohibited from making use of school facilities, equipment or supplies for any purpose not directly connected with established educational programs except as herein before provided.
- I. No-Strike: 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 any 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 any other employees or associations or unions) who are not 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 in Article III of this Agreement.

- J. All eligible members of Unit B must maintain a valid educator's license issued by the Massachusetts Department of Elementary and Secondary Education (DESE) at all times during their employment or be eligible and/or approved for Waiver Status. Newly hired Unit B members pending certification will be granted a reasonable length of time not to exceed six months from the date of hire to obtain appropriate certification. Receipt of satisfactory submission to DESE shall meet the requirements of this provision.
- K. Unit B personnel who have served in the same position for more three consecutive years shall not be dismissed or demoted except for good cause.

ARTICLE XXVIII
ASSOCIATION DUES

- A. The Committee agrees to continue to deduct Association dues in accordance with General Laws, Chapter 180, Section 17C.
- B. Deductions will also be authorized for either CEA or MTA Credit Union, Washington National Insurance and NEA Insurance.

ARTICLE XXIX
REDUCTIONS-IN-STAFF

- A. In the event it becomes necessary to reduce the number of employees in the bargaining unit defined in Article I, employees shall be laid off by seniority within the following categories:

Category 1: Intentionally Left Blank

Category 2: District Content Specialists, Elementary Vice-Principals, Special Education Supervisors and Vocational Job Placement Supervisor.

Category 3: High School Vice-Principals, Middle School Vice Principals, Vocational Coordinator, Health Coordinator, Athletics Coordinator, Grant Program Coordinator, Special Projects Coordinator and Special Education Coordinator.

- B. 1. An employee whose position is eliminated shall either:
- a) be transferred to an open or new position within his/her category or a lower category for he/she is certified or could become certified with re training at the employee's expense within ninety (90) calendar days from which notice is given. A member of Unit B whose position has been eliminated will be transferred to any new position, in any category, which has essentially the same duties as the position from which he/she was reduced. If additional qualifications beyond certification are required, the employee shall have until April 15th of the year following notice being given, at his/her own expense, to obtain those qualifications. The employee will be required to provide written evidence of such attainments to the office of the Superintendent on or before that date.
 - b) be placed in a position for which he/she is certified according to certification and seniority.
2. "Certified" means that the administrator has on file with the Office of the Superintendent evidence that he/she is certified as of June 15 of the calendar year in which notice is given.
3. "Seniority" shall mean an administrator's length of service in years, months, and days within his/her category. In case of equal seniority within a category, seniority in Unit B will prevail. In case of equal seniority within Unit B, an administrator's length of service in years, months, and days from his/her initial date of employment by the Committee (system-wide seniority) shall prevail.

- a) The only exceptions to the above method will be if a Unit member has been promoted from a lower numbered category to a higher numbered category(s). He/she will retain seniority rights within the lower numbered category until he/she has acquired professional status in the higher numbered category. Then bumping rights will be based strictly on time in the category.
 - b) In the case where a Unit employee from a higher category bumps into a lower category employee bumping would carry over to a lower category all length of service acquired in the higher categories.
4. In cases involving administrators who have identical seniority within a category, within the Unit and within the System, preferences for retention or recall shall be given to the administrator who has achieved the highest level of training.
 5. Administrators 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 year in which the reduction will take effect. Said notice shall include the specific reasons for the lay-off.
- C.
1. Any administrator who has been laid off shall be entitled to recall rights to any position within his/her former category for which he/she is qualified for a period of two (2) years from the effective date of his/her respective lay-off. During the recall period, administrators shall be notified by certified mail to their last address of record, and given preference for positions as they develop within his/her former category in the inverse order of their respective lay-off and all benefits to which an administrator was entitled at the time of lay-off, shall be restored in full upon re-employment within the recall period.
 2. During the recall period administrators who have been laid off shall be given preference on the substitute list, if they so desire.
 3. Services normally performed by a person(s) who has been laid off shall be not performed by anyone who is not a member of the bargaining unit.
 4. 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 Committee for the premium cost.
- D.
1. While members of the bargaining unit continue on lay-off, the Committee agrees not to hire any new administrators within these categories unless:

- a) no administrator on lay-off is qualified to fill a position, nor could become qualified with re-training at the employee's expense, and
 - b) all qualified administrators on lay-off within the category declined an offer to fill the vacancy.
2. All Unit B members will receive an update seniority list no later than October 15th of each year. This list will specify the seniority of each member by category, unit, and system-wide seniority.

ARTICLE XXX
AUTOMOBILE VANDALISM

The School Committee will, upon receipt of a documented claim and evidence of an insurance company payment, contribute a maximum of five hundred dollars (\$500.00) to offset the deductible costs incurred by the Administrator. The documentation must establish the vandalism act occurred while the Administrator was on-the-job, executing the assigned duties of his/her job, and the vehicle was repaired.

ARTICLE XXXI
DANCE SUPERVISION

Administrators will be required to attend school-sponsored dances at the request of the building principal on a rotating basis. The rotation will be established at the commencement of the school year. No more than one (1) Unit B administrator will be assigned to each dance.

ARTICLE XXXII
DURATION OF CONTRACT

- A. The duration of this Agreement will be considered as having been effective from July 1, 2018 to and including June 30, 2021 except as follows:

- B. If negotiations for a successor agreement are not completed by June 30, 2021 the provisions of this Agreement will remain in full force and effect until said successor agreement is executed.

CHICOPEE SCHOOL COMMITTEE

Dated: _____

By: _____

CHICOPEE EDUCATION ASSOCIATION

Dated: _____

By: _____

CHICOPEE CITY SOLICITOR

Dated: _____

By: _____

APPENDIX A
LONGEVITY PAY

Administrators who complete the following years of complete service to the Chicopee School System will be eligible upon the anniversary date of their employment for a longevity adjustment, which will be added to their base yearly salary and become a part thereof:

After 20 years of complete service	\$1,515.00
After 25 years of complete service	\$1,767.50
After 30 years of complete service	\$2,020.00
After 35 years of complete service	\$2,272.50

Effective July 1, 2015:

After 10 Years of Complete Service	\$ 765
After 15 Years of Complete Service	\$1,147
After 20 Years of Complete Service	\$1,529
After 25 Years of Complete Service	\$1,911
After 30 Years of Complete Service	\$2,294
After 35 Years of Complete Service	\$2,676

The above longevity pay will be added to the base salary to determine the administrator's annual salary, but will not be used for any per diem rate calculation.

OTHER SALARY SCHEDULES

a.	Evening School Teachers	\$27.32
b.	Evening School Teachers assigned credit bearing course	\$38.25
c.	Tutoring	\$27.32
d.	Summer School Teachers	\$27.32
e.	Vocational Equipment	\$27.32

		14/15	15/16	16/17
a	Evening School Teachers	\$28.15/hr	\$28.15/hr	\$28.15/hr
b	Evening School Teachers assigned credit bearing	\$39.41/hr	\$39.41/hr	\$39.41/hr
c	Tutoring	\$28.15/hr	\$28.15/hr	\$28.15/hr
d	Summer School Teachers	\$28.15/hr	\$28.15/hr	\$28.15/hr
e	Vocational Equipment	\$28.15/hr	\$28.15/hr	\$28.15/hr

GENERAL CONDITIONS

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

- B. If there are any substantial changes in the duties of any existing bargaining unit position, the Committee will negotiate with the Association regarding possible modifications in the salary for such position.

- C. An individual serving in a coaching position in the Chicopee School System for the first time, regardless of prior coaching experience, will start at the minimum salary rate. After each year of service, the individual shall advance to the next appropriate column, until maximum is attained. Applicants with prior service in the Chicopee System who have left a coaching position and returned at a later time to the same or another coaching position will rehire at the minimum rate, and advance to maximum as above.

APPENDIX A-1 (SALARIES)

**CHICOPEE SCHOOL COMMITTEE
CONTRACT PROPOSAL**

Re: CEA/Unit B

APPENDIX A-1 (SALARIES)

School Year 2018-2019: 1% across the board wage increase, retroactive to the start of the school year.

School Year 2019-2020: 2% across the board wage increase.

School Year 2020-2021: 2% across the board wage increase.

Wage Reopener: Effective the third year (2020-2021) of this Agreement, either party may reopen the Collective Bargaining Agreement on wages should the Commonwealth of Massachusetts and City of Chicopee provide to the Chicopee Public Schools for that year funding that can be used for general salary increases that is in excess of such funding that was provided for the current (2018-2019) year.

POSITION

CATEGORY I - 220DAYS

AS OF 2018-2019, THERE ARE NO POSITIONS IN THIS CATEGORY.

2018-2019	1%	2M/CAGS	EdD or PhD
Step 1	\$77,556	\$78,306	\$79,057
Step 2	\$79,652	\$80,403	\$81,153
Step 3	\$81,790	\$82,540	\$83,291
2019-2020	2%	2M/CAGS	EdD or PhD
Step 1	\$79,107	\$79,872	\$80,638
Step 2	\$81,246	\$82,011	\$82,776
Step 3	\$83,425	\$84,191	\$84,957

2020-2021	2%	2M/CAGS	EdD or PhD
Step 1	\$80,689	\$81,469	\$82,251
Step 2	\$82,870	\$83,652	\$84,432
Step 3	\$85,094	\$85,875	\$86,656

CATEGORY II-200 DAYS

DISTRICT CONTENT SPECIALISTS
ELEMENTARY VICE PRINCIPALS
SPECIAL EDUCATION SUPERVISOR
VOCATIONAL JOB PLACEMENT SUPERVISOR

2018-2019	1%	2M/CAGS	EdD or PhD
Step 1	\$79,565	\$80,316	\$81,065
Step 2	\$81,661	\$82,412	\$83,162
Step 3	\$83,761	\$84,511	\$85,262
2019-2020	2%	2M/CAGS	EdD or PhD
Step 1	\$81,156	\$81,922	\$82,687
Step 2	\$83,294	\$84,060	\$84,825
Step 3	\$85,437	\$86,201	\$86,967
2020-2021	2%	2M/CAGS	EdD or PhD
Step 1	\$82,779	\$83,560	\$84,340
Step 2	\$84,960	\$85,741	\$86,521
Step 3	\$87,145	\$87,925	\$88,707

CATEGORY III- 220 DAYS

HIGH SCHOOL VICE-PRINCIPALS MIDDLE SCHOOL VICE-PRINCIPALS
 VOCATIONAL COORDINATOR HEALTH COORDINATOR ATHLETICS COORDINATOR
 GRANT PROGRAM COORDINATOR SPECIAL PROJECTS COORDINATOR
 SPECIAL EDUCATION COORDINATOR

2018-2019	1%	2M/CAGS	EdD or PhD
Step 1	\$89,214	\$89,965	\$90,714
Step 2	\$91,592	\$92,343	\$93,092
Step 3	\$93,840	\$94,581	\$95,330
2019-2020	2%	2M/CAGS	EdD or PhD
Step 1	\$90,998	\$91,764	\$92,529
Step 2	\$93,424	\$94,189	\$94,954
Step 3	\$95,717	\$96,472	\$97,237
2020-2021	2%	2M/CAGS	EdD or PhD
Step 1	\$92,818	\$93,599	\$94,379
Step 2	\$95,292	\$96,073	\$96,853
Step 3	\$97,631	\$98,402	\$99,182

The School Committee and the CEA do not recognize College Credits or Degrees from Online Universities that are not accredited by NEASC or a similar reputable accrediting body.

**PURPOSE AND GUIDELINES FOR SUPERVISION & EVALUATION OF UNIT B
PERSONNEL**

The purpose of the Chicopee Public Schools' Unit B evaluation instrument is to establish a structure to improve learning by creating a comprehensive understanding of an administrator's work by supporting professional development and by assuring accountability. The specific purposes of 603 C.M.R. 35.00 are: a) to provide information for the continuous improvement of performance through an exchange of information between the person being evaluated and evaluator, and b) to provide a record of facts and assessments for personnel decisions" (603 C.M.R. 35.01, Sec. 2)

Improving learning begins with the recognition that learning is an extremely complex process, certain aspects of which can never the less be studied, understood, and described in terms of certain categories, indicators, and attributes of effectiveness.

It is on the basis of these indicators of effective learning that administrators' professional skills are assessed and evaluated utilizing a variety of data sources. These include, but are not limited to, observations, conferences, analysis of administrator's work, and other professional communications. The intended outcomes of the process are several: to foster continuous self-examination of professional skills; to foster professional growth; to commend professional achievement; to provide a rational and reliable basis for making recommendations for the improvement of professional practice and instruction, and to provide a basis for making employment decisions as needed.

In the context of supervision and evaluation, a major role of the supervisor is to provide focus and feedback for the administrator about performance issues, and to support and stimulate the administrator's thinking about instructional decisions and professional practices. The supervisor may identify those specific areas for improvement that need to be addressed. A supervision and evaluation process is most productive when both collaboration and respect exist between the administrator and supervisor.

The supervisor is responsible for identifying administrator strengths and helping an administrator to achieve the desired professional growth. In practice, when a supervisor identifies an area for "needs improvement," the principal is responsible for providing recommendations, suggestions, examples, and opportunities for improvement and for giving feedback on progress. An administrator will make reasonable efforts to achieve a successful remediation.

The Association and Committee agree that this professional growth and evaluation process includes the requirements set forth in the regulation of the Department of Education (603 C.M.R. 35.00) and that it meets or exceeds the standards which have therein been set forth. It is further agreed that all Unit B administrators will be evaluated on a bi-annual basis, that is, once every two (2) years.

The administrator will be allowed to respond to said evaluation in writing with no limit upon the documentation provided. An administrator may, for example, include a two (2) page commentary in addition to achievements, commendations, committee work, etc. This information will be attached to, and become part of, that particular administrator's evaluation instrument.

Every Unit B member will receive a copy of the evaluation, the evaluation procedures and the evaluation instrument in a timely manner prior to being evaluated under these.

Appropriate training for those evaluating and being evaluated will take place in the use of these.

Chicopee Education Association Unit B Summary of Negotiated Contract Changes

1. Professional Status Language Added - just cause required for dismissal or demotion after three years of service (professional status contract = p. 36; just cause = pp. 1 & 12; good cause = p. 24)
2. Evaluation on standards 3 & 4 - deemed proficient unless evidence to the contrary. Unit B members will not be required to collect evidence for standards 3 & 4. Will appear in evaluation documents. (Noted in Evaluation Document)
3. Non-teaching duties--Unit B supervisors shall not be assigned duties, such as cafeteria, hall duty, etc., except as necessary for emergency or short staff situations. (p. 8)
4. Policy change- calendar will reflect actual working days, student day.
5. Flexibility in work day with principal's approval. Per Diem rate for additional time.
6. Work from home with approval of principals on non-student days, including snow days.
7. Policy Change- \$4,000 annual set aside for professional memberships and associations
8. Parental leave- Unit A language = 10 day family illness (p. 17)
9. All unit members must enroll in Direct Deposit. (p. 6)
10. Salary increases: 1%, 2%, 2%
11. New Longevity schedule beginning July 1, 2015. (p. 29)

Years of Service	Current	2015-2017
10	0	\$ 765
15	0	\$1 147
20	\$1 515	\$1 529
25	\$1 767	\$1 911
30	\$2 020	\$2 294
35	\$2 272	\$2 676