

2/9/17

AGREEMENT

between

The Quincy School Committee

and

The Quincy Education Association, Inc. (Unit C)

Effective September 1, 2015 - August 31, 2017

And

Effective September 1, 2017 – August 31, 2017

TABLE OF CONTENTS

	PAGE
PREAMBLE	1
ARTICLE 1 General	1
ARTICLE 2 Recognition	2
ARTICLE 3 Payroll Deductions	3
ARTICLE 4 Grievance and Arbitration Procedure	4
ARTICLE 5 Development and Implementation of Curriculum and Related Educational Programs, Text Books	7
ARTICLE 6 Conditions of Professional Service	9
ARTICLE 6A General Conditions	10
ARTICLE 7 School Hours and Year	10
ARTICLE 8 Physical Facilities for Members	13
ARTICLE 9 Professional Development	13
ARTICLE 10 Sick Leave	15
ARTICLE 11 Temporary Leave of Absence	16
ARTICLE 12 Personal Leave	17
ARTICLE 13 Sabbatical Leave	17
ARTICLE 14 Extended Leave of Absence Without Pay	19
ARTICLE 15 Group Insurance Plan	20
ARTICLE 16 Tax Sheltered Annuity	21
ARTICLE 17 Worker's Compensation Benefits	21
ARTICLE 18 Discipline and Dismissal	22
ARTICLE 19 Member's Assignments, Transfers and Retirements	22
ARTICLE 20 Promotions	24
ARTICLE 21 Positions in Summer and Evening Schools	25
ARTICLE 22 Member Evaluations	25
ARTICLE 23 Salary Schedules and Stipends	27
ARTICLE 24 Administration of Salary Schedules	27
ARTICLE 25 Lunch Period: Extra Curricular Activities	31
ARTICLE 25A Non-Professional Duties	31
ARTICLE 26 Observance of Duties	31

ARTICLE 27	Protection	32
ARTICLE 28	Reduction in Force	32
ARTICLE 29	Middle School	34
ARTICLE 30	Longevity	35
ARTICLE 31	Professional Discretionary Fund	37
ARTICLE 32	Duration	38
EXHIBIT A	MGL Chapter 71, Sections 41, 41A, 42, 42D, 43	39
EXHIBIT B-1	B-1 Unit C – August 31, 2015 Salary Schedule	44
EXHIBIT B-2	B-2 Unit C - September 1, 2015 Salary Schedule	45
EXHIBIT B-3	B-3 Unit C – September 1, 2016 Salary Schedule	46
EXHIBIT B-4	B-4 Unit C - September 1, 2017 Salary Schedule	47
EXHIBIT B-5	B-5 Unit C – September 1, 2018 Salary Schedule	48
EXHIBIT B-6	B-6 Unit C – September 1, 2019 Salary Schedule	49
EXHIBIT C	Differentials and Stipends	50
EXHIBIT D	Indemnification	50
EXHIBIT E	Professional Discretionary Reimbursement Form	51
EXHIBIT F	Longevity Plan B Application Form	53
	No Reprisals	54

This Agreement is made and entered into on this 13th day of June 2016, between the **SCHOOL COMMITTEE OF THE CITY OF QUINCY**, (hereinafter sometimes referred to as the "COMMITTEE"), and the **QUINCY EDUCATION ASSOCIATION, INC.**, (hereinafter sometimes referred to as the "Association").

PREAMBLE

WHEREAS, the Committee and its designated representatives have met with representatives of the Association pursuant to provisions of Chapter 150E of the General Laws and the parties have fully considered and discussed all proposals made by either party as to salaries, hours, and other conditions of employment; and

WHEREAS, the Committee and the Association, executed a contract under the provisions of Massachusetts General Laws Chapter 150E and said contract became effective September 1, 2012 and remained in full force and effect through August 31, 2015; and

WHEREAS, the negotiating representatives of both the Committee and the Association have negotiated a successor agreement to be effective September 1, 2015, the Agreement effective as of September 1, 2012, shall continue in all its provisions except as hereinafter modified, and shall continue in full force and effect along with said modifications from September 1, 2015, to and including August 31, 2017 and September 1, 2017 through and including August 31, 2020.

THEREFORE, in consideration of mutual promises, the Committee and the Association hereby agree as follows:

ARTICLE 1 GENERAL

- A. Recognizing that the prime purpose of the Quincy School System is to provide education of the highest possible quality for the children of Quincy, we, the undersigned parties to this Contract, agree to the following principles:
1. The Committee, elected by the citizens of Quincy, is a public body established under and with duties, powers, responsibilities and rights provided by the laws of Massachusetts and applicable rules and regulations of administrative agencies issued under such laws.
 2. The Superintendent of Schools of Quincy, (hereinafter referred to as the "Superintendent") is the executive officer of the Committee and, as such, administers and directs the operation of the public schools of Quincy in accordance with the policies of the Committee.
 3. The professional staff of the Quincy School System shares with the Committee and the Superintendent responsibility for providing for pupils of the Quincy

Public Schools, education of the highest possible quality consistent with the policies of the committee, and the professional staff has the major role in direct contacts with pupils.

4. The Committee and the Association recognize the value of free exchanges of views and information towards fulfilling the aforementioned responsibilities as applying or relating to wages, hours and other conditions of employment of the professionals.
 5. The Association recognizes that the basic duty of each professional employee is to use his/her skill and expertise in the most effective and proper manner to improve the quality of education offered by the Quincy Public Schools.
- B. 1. As to all matters covered by this Contract, the express provisions hereof shall control in any case where a conflict may exist between such express provisions and any policy, practice, procedure custom or writing not incorporated in this Contract.
2. Nothing in this Agreement shall be construed in any way to alter, modify, change, or limit the authority and/or the jurisdiction of the School Committee as provided by the Massachusetts Constitution, the General Laws of Massachusetts, decisions of the Supreme Judicial Court of Massachusetts, laws of the United States, or any statute or ordinance.
 3. The parties agree that each has exercised its rights to bargain for any provision it wishes to be included in this Contract; that if either has made a proposal not included herein, such proposal has been withdrawn in consideration of the making of this Contract; and that this Contract constitutes a complete agreement as to all matters upon which the parties have or might have bargained. Accordingly, each expressly waives any right to seek to negotiate any further demand or proposal so long as this Contract shall continue in effect, except as Article 28 hereof expressly otherwise provides. The Committee has, and will continue to retain, whether exercised or not, all of the rights, powers and authority delegated to it in the future by any statute, by-law, legal decision or ordinance. The Committee shall have the sole right, responsibility and prerogative to manage, supervise and control the affairs of the Quincy School System and to direct the working forces and to exercise its duties and responsibilities.

ARTICLE 2 RECOGNITION

For the purposes of collective bargaining with respect to wages, hours and other conditions of employment, the negotiation of agreements and any questions arising hereunder, the Committee recognizes the Association as the exclusive representative of all Middle School Assistant Principals, Elementary School Assistant Principals, the Social Health Coordinator, the

Pool Director, and High School Assistant Principals excepting, however, all other employees of the Quincy Public Schools. The professional employees represented by the Association as aforesaid are the members of the professional staff covered by this Contract, and are hereinafter referred to as "Members."

**ARTICLE 3
PAYROLL DEDUCTIONS**

- A. The Committee hereby accepts the provisions of Section 12 of Chapter 150E of the General Laws of Massachusetts and, in accordance therewith, shall certify to the Treasurer of the City of Quincy all payroll deductions for the payment of dues to the Association duly authorized by members. Such authorization shall be given in writing in the following form:

DUES AUTHORIZATION CARD

Name _____ Address _____

I hereby request and authorize the Quincy School Committee to direct the Quincy City Treasurer to deduct from my earnings and transmit to the Quincy Education Association, Inc., the Massachusetts Teachers Association, and the National Education Association, as indicated by a check mark or check marks in the appropriate box or boxes below an amount sufficient to provide for regular payment of the membership dues as certified to the City Treasurer by such Association or Associations respective in equal payments during the months of October, November, December, January, February and March in each school year, such deductions to be made in each payroll period. I understand that I may withdraw this authorization at any time by giving notice in writing to the Quincy School Committee at least 60 days prior to the withdrawal date. I hereby waive all rights and claims for said monies so deducted and transmitted in accordance with this authorization and relieve the Committee and the City and all their respective officers from any liability thereof.

Signature _____ Date _____

WHEREAS, pursuant to the Agreement there was an agreement on December 23, 1974 to negotiate on the terms of the agency service fee;

NOW, THEREFORE, the Association and the Committee agree as follows:

1. For any member of the bargaining unit who is not a member of the Association, it shall be a condition of his/her continued employment during the life of this Agreement that said teacher pay to the Association, on or after the thirtieth day following the beginning of his/her employment, a service fee which shall be proportionately commensurate with the cost of collective bargaining and contract administration. The agency fee shall be deducted from the salary of any

employee who signs a written authorization to that effect in accordance with the provisions of Chapter 180, Section 17G of the General Laws and transmitted directly to the Treasurer of the Association.

2. The Association agrees to indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of any action taken by the City in reliance upon the aforesaid payroll deduction or authorization card submitted to the City under the provisions of Chapter 180, Section 17G or for any action taken by the City to enforce the so-called Agency Service Fee.

This Article shall be effective on January 1, 1975, and subject to ratification by both parties in accordance with Chapter 150E, Section 12 of the General Laws of Massachusetts.

- B. The Committee agrees to deduct from the salaries of members voluntary contributions to Quincy Voice of Teachers in Education (Q-VOTE) and/or the Massachusetts Teachers Association Voice of Teachers in Education (MTA-VOTE). Members shall designate the amount of said deduction(s), if any, in September of each year and such voluntary contribution(s) to Q-VOTE and/or MTA-VOTE shall be deducted from the member's salary along with the dues deduction in Section A (above) as a combined amount. The Quincy City Treasurer shall transmit deducted amounts to the Association immediately upon receipt and it shall be the exclusive responsibility of the Association to separate deducted amounts into designated dues, agency service fee, Q-VOTE and/or MTA-VOTE accounts.
- C. The Committee agrees to deduct from the salary of members, deductions for health insurance on a pre-tax basis, commonly referred to as a "Cafeteria Plan". Effective July 1, 2009, the Committee agrees to deduct from the salary of members, deductions for a Dependent Care Account Plan (DCAP) and a Medical Care Account Plan (MedCAP), commonly referred to as "Section 125" Plans.

ARTICLE 4 GRIEVANCE AND ARBITRATION PROCEDURE

A. GENERAL STATEMENT

The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those grievances which, from time to time, may arise and affect wages, hours, and conditions of employment covered by this Agreement.

B. DEFINITION OF A GRIEVANCE

A grievance is a violation or misinterpretation or misapplication of any of the express provisions of this Agreement. A grievance may be brought by a member or group of

members. Hereafter, all references to person, teacher, or employee shall be considered to mean member or group of members.

GRIEVANCE AND ARBITRATION PROCEDURE:

A. STEP 1

The aggrieved member shall first discuss the grievance with his/her appropriate immediate supervisor, and the Chairperson of the Professional Rights and Responsibilities Committee, with the objective of resolving the matter informally. The appropriate immediate supervisor of any member shall be the director or his/her designee who supervises such member.

STEP 2

- a. If the aggrieved member or the School Committee is not satisfied with the disposition of his/her grievance at Step 1, or if no decision has been rendered within ten (10) school days after presentation of the grievance in accordance with provisions of Step 1, the School Committee may proceed to Step 2 or the aggrieved member may file the grievance in writing with the chairperson of the Association's Committee on Professional Rights and Responsibilities, (hereinafter referred to as the PR & R Committee), within five (5) school days after the decision at Step 1, or fifteen (15) school days after receiving the written grievance; the Chairperson of the PR & R Committee will refer it to the Superintendent of Schools.
- b. The Superintendent or his/her designee will represent the Committee at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance by the Superintendent, the Superintendent will meet with the aggrieved member in an effort to resolve it.
- c. If a member does not file a grievance in writing with the Chairperson of the PR & R Committee, and the written grievance is not forwarded to the Superintendent within thirty (30) days after the member learned or should have learned of the act or condition on which the grievance is based; then the grievance will be considered as waived. If a grievance occurs during the period commencing on the fifth (5th) school day next prior to closing of schools in June and ending on the day before school opens in September, then the aforementioned time limit shall not apply and said grievance shall not be considered waived so long as the grievance is signed on or before the close of business on the fifteenth (15th) school day of the term beginning in September. Each written statement of grievance shall include (1) a concise statement of the facts constituting the grievance, (2) a reference to the applicable provisions of this Contract, (3) the date upon which the act or omission giving rise to the grievance occurred, and (4) the dates of all prior written presentations, if any.

STEP 3

If the aggrieved member is not satisfied with the disposition of his/her grievance at Step 2, or if no decision has been rendered within twenty (20) school days after he/she has first met with the Superintendent, he/she may file the grievance in writing with the Chairperson of the PR & R Committee, within fifteen (15) school days after a decision by the Superintendent, or twenty-five (25) school days after he/she has first met with the Superintendent, whichever is sooner. Within fifteen (15) school days after receiving the written grievance, the School Committee will meet with the aggrieved member and/or his/her representative for the purpose of resolving the grievance.

STEP 4

- a. If the aggrieved member is not satisfied with the disposition of his/her grievance at Step 3, or if no decision has been rendered within twenty (20) school days after he/she has first met with the School Committee, he/she may, within five (5) school days after a decision by the School Committee, or fifteen (15) days after he/she has met with the School Committee, whichever is sooner, request in writing the Association to submit his/her grievance to arbitration. If such a written request is not received by the Association within the fifteen (15) day period, then the grievance shall be waived.
- b. Within twenty-five (25) school days after such written notice of submission to arbitration the School Committee and the Association will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party from which an arbitrator shall be selected. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator and the arbitrator shall proceed under such rules.
- c. The arbitrator shall have the authority to settle only a grievance which concerns misinterpretation or misapplication or violation of the express terms of this Agreement. This arbitrator shall have no power to add to, subtract from, or modify this Agreement.
- d. The arbitrator so selected will confer with representatives of the School Committee and the Association and hold hearings promptly and will issue his/her decision not later than twenty (20) days from the date of the close of the hearings or if oral hearings have been waived, then the date of the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on issues submitted. The arbitrator will be without power or authority to make any

decisions which require the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator will be submitted to the School Committee and to the Association and will be final and binding.

- e. The costs for the services of the arbitrators, including per diem expenses, if any, and actual necessary traveling and subsistence expenses will be borne equally by the School Committee and the Association. Each party shall bear its own expenses for the presentation of its case.
- B. All documents, communications and records dealing with the processing of a grievance will be filed apart from the personnel files of the participants, except as may be required to implement the disposition thereof.
- C. No reprisal of any kind shall be taken by any party hereto against any member who participates in any way in any grievance proceeding by reason of such participation.
- D. A written record shall be made of the disposition of any grievance at Step 2, Step 3, or Step 4. If such disposition becomes final by acceptance by the Association, such disposition shall apply to all future grievances based on the same or similar facts.
- E. Arbitration, pursuant to this Article, shall be the exclusive remedy available to members of the Association in the event that the grievance is not disposed of under Steps 1, 2, 3.
- F. Times for meetings to discuss grievances shall be scheduled outside of school hours unless, in the judgment of the Superintendent, in the case of a Step 2 proceeding, or of the Committee, in the case of a Step 4 proceeding, a meeting during school hours is desirable to facilitate the production of appropriate information. Attendance by members and by the Association representatives shall constitute authorized absence without loss of pay. The Association agrees that absences during school hours shall be avoided whenever they would interfere with the conduct of the educational program and that the right to take such absences shall not be abused.

ARTICLE 5 DEVELOPMENT AND IMPLEMENTATION OF CURRICULUM AND RELATED EDUCATIONAL PROGRAMS, TEXT BOOKS

The Committee and the Association agree that the professional staff is and should continue to be a major source of developments and innovations in improving the education programs carried on in the Quincy Public Schools. The parties agree further that it is important for the professional staff to participate in the over-all coordination of studies, projects and other activities directed toward the development, improvement, and implementation of such programs, toward the evaluation of existing programs, toward the devising, testing and introduction of new programs, and toward research in pertinent educational and related areas. The parties recognize that there are other institutional and community resources capable of great contributions toward

these ends and that the utilization of such resources should be coordinated with the efforts of the schools' administration and the professional staff.

Accordingly, the Committee and the Association agree that an Educational Development Committee (EDC) shall be established to consist of twelve (12) members, of whom six (6) shall be designated by the Association and six (6) by the Committee. The EDC shall establish its own times of meeting and rules of procedure and shall have the right to meet with the Committee at reasonable times, not more often than once every two months unless by mutual agreement. The EDC may consider proposals from any source respecting curriculum, teaching methods, aids and material, educational facilities, design and equipment of new and remodeled school construction and any other matters pertaining to the improvement of the educational programs carried on or proposed to be carried on in the Quincy Public Schools. Where a proposal is made that a specific subject be studied by a particular person or group of persons, the EDC will receive and review the results of such study and will endeavor to avoid duplication or repetition of effort.

The EDC shall regularly report to the Committee and the Association the matters it is considering and its recommendations respecting the same. The Committee and the Association shall give serious consideration to such recommendations. If the Committee shall receive, other than from the EDC, a proposal for a study or program of development or research in any matter within the jurisdiction of the EDC, the Committee shall notify the EDC of such proposal. If the EDC shall respond within thirty (30) days of the giving of such notice that it has considered, or desires to consider, the subject matter of the proposal, the Committee will not, except in case of emergency, authorize the proposed study or program until either the EDC shall have reported thereon or forty-five (45) days, or such other period as the Committee and EDC shall agree, shall have elapsed from the date such notice was given without any report by the EDC.

The Committee expects that all proposals for discontinuing the use of textbooks and for adoption of new textbooks will issue from the EDC as representing the considered opinion of the professional staff in consultation with the school administration, the Committee recognizing that the professional staff should have a responsible voice in textbook selection, provided, however, that the EDC need not consider any textbook which is not used or proposed to be used by more than one member. Except in emergency situations, the Committee shall not adopt new textbooks nor discontinue the use of textbooks unless the EDC has been notified of said contemplated action; and has had the opportunity to make a recommendation respecting such action.

ARTICLE 6 CONDITIONS OF PROFESSIONAL SERVICE

The Committee and the Association have deliberately agreed not to include provisions in this Contract respecting some of the conditions affecting the performance by members of their professional duties. Such omitted matters include, by way of illustration and not of limitation, the teaching loads of individual members and the basis upon which parent-member conferences, professional workshops and curriculum planning sessions may be held in light of regulations promulgated by the State Board of Education regarding the length of the school day. Such matters are omitted not because the parties regard them as unimportant, but because the parties

believe that they require further careful joint study since they are affected by the rapid pace of change in educational technology and theory, and in part, are subject to rules and regulations promulgated by agencies of the Commonwealth. In addition to such conditions, the Committee and the Association consider that there are a number of areas affecting the performance by members of their professional duties as to which practices not now in effect in the Quincy School System and practices not yet developed by any public school system may make great contributions toward improving not only the quality but also the efficiency of the educational process in the Quincy Public School System. Such areas include, by way of illustration and not of limitation, the use of non-professionally trained personnel to perform pupil supervision tasks outside the classroom. Clerical tasks, the reproduction of instructional materials, and the like. They also include the possibility of measuring the obligatory portion of a member's work day in terms of the time required to perform professional functions rather than a stated number of hours, the possibility of a separate contract year and separate compensation arrangements different from the academic year and compensation related thereto for volunteer professionals who might undertake special professional leadership and development assignments, the possibility of so reorganizing the classroom teaching functions so as to permit more effective use of superior classroom members and the possibility of identifying and describing characteristics of professional performance so as to permit more meaningful evaluation thereof.

Accordingly, the parties agree that a Professional Conditions Committee (PCC) shall be established to consist of twelve (12) members of whom six (6) shall be designated by the Association and six (6) by the Committee and of which there shall be co-chairpersons, one (1) chosen by the Association designees and the other by the Committee designees. The PCC shall establish its own times of meeting and rules and procedure and shall have the right to meet with the Committee at reasonable times, not more often than once every two months unless by mutual agreement. The PCC may establish subcommittees to consider particular matters and particular matters within the jurisdiction of the PCC may be considered by others, but all proposals respecting such matters shall come to the PCC for consideration and presentation to the Committee and the Association. The PCC shall consider as priorities the matters cited above. The Committee and the Association shall give serious consideration to the recommendations of the PCC and shall discuss the same as they mutually find appropriate.

Except in case of emergency or order from superior authority or as permitted by Article VII, the Committee shall not make any change in the length of the school day, method of payment, or matters relating to the conditions of employment coming under this Contract, unless the same shall first have been referred to the PCC with a reasonable time for consideration and report thereon by said Committee of PCC.

ARTICLE 6A GENERAL CONDITIONS

Members at the Elementary School level who are teaching Assistant Principals shall be provided some time each week during school hours for preparation and planning. The use of preparation and planning time shall be determined by the individual member. Periods of instruction in

Physical Education, Music, Media and Art shall be considered as planning periods for said elementary members. In the event an elementary specialist in art, music, physical education or media is absent, every reasonable effort shall be made by the administration to hire a substitute teacher. Members at the Elementary level will be allowed the first, third and fifth Tuesday afternoons each month for preparation and planning and will not be required to attend other meetings on those afternoons. Members at the Elementary School level shall have guaranteed minimum preparation time of one hundred fifty (150) minutes on average in a normal five (5) day week. Such preparation time shall be inclusive of the first, third, and fifth Tuesday afternoons each month for preparation and planning, the approximately thirty (30) minutes transition time for kindergarten teachers and the aforementioned periods of instruction in special program areas.

At the discretion of the Superintendent or Principal, when a building principal is scheduled to be out for an entire school day, the teaching assistant principal may be relieved of all teaching duties for that day.

ARTICLE 7 SCHOOL HOURS AND YEAR

7.1 The Committee determines, subject to law and to applicable regulation of superior authority, the school attendance required of pupils both as to the number of hours per day and the number of days per year. The Committee also determines, subject to as aforesaid, the opening and closing times of the school year. As soon as reasonably possible and, if practicable, not later than June 15, the Committee shall fix the school calendar for the next following school year and the opening and closing time of each school for required pupil attendance and shall advise the Association and the members of such calendar and times. The calendar shall be posted in each school as shall the opening and closing times for such school. It is understood that the calendar and the opening and closing times may be changed by the Committee after consultation with the Association if necessary to meet unanticipated circumstances or emergencies. It is agreed, beginning with the 2014-2015 School Year, an elementary assistant principal, with the agreement of his or her immediate supervisor, shall have the ability to work one (1) additional day beyond the generally applicable 183 day elementary assistant principal work year. This one additional day shall be paid at the member's per diem rate.

Members at the middle School level shall be allowed two (2) Tuesday afternoons each month without students to be used for the development of the Middle School concept and interdisciplinary team planning. Such release Tuesdays shall be suspended at the commencement of each school year to insure compliance with the minimum number of hours of school attendance. On or before April 1 of each school year representatives of the parties shall meet to determine the schedule of release Tuesdays for the remainder of the school year. Such days shall be rescheduled to provide for as many release Tuesdays as are possible while still meeting the minimum number of hours of school attendance as required by Massachusetts Board of Education Regulation 603:29.00, Inc.

All other members shall be in attendance in their school for such periods of time as may be required for the discharge of their position.

Members in elementary schools agree to be present for professional development purposes for two (2) hours on a specified afternoon each week on which classes will not be scheduled. Such purposes may include staff meetings on a building grade, or subject matter basis, and other purposes, all as accepted and scheduled by the Superintendent, after consultation with the Association, as contributing to educational improvement of the Quincy Public School System.

The Committee and the Association further agree that to aid in the implementation of innovative programs and to insure a commitment for quality education for all students, eight (8) afternoons per year, from 1:00 P.M. to 3:00 P.M., will be provided for secondary staff to attend workshops approved by the Superintendent, said workshops to be held on the second Tuesday of each month commencing in October 1973; in those instances where a holiday falls on the second Tuesday, the workshop will be held on the third Tuesday of that month. Any other variation of this date must have the approval of the Superintendent of Schools after consultation with the President of the Association.

The Committee and the Association further agree that subject to any further order of any State agency having jurisdiction, the school year of required attendance by members shall, except as otherwise specifically provided below, be 182 days, of which one (1) day, the day before the opening of classes, is provided for a general meeting of the professional staff and 180 days are provided for classes.

Members as listed below shall also be present for the following respective periods in addition to the generally applicable one hundred eight-two (182) days, the periods being divided between time before classes open in September and time after classes end in June. Middle school assistant principals will arrange their third week at the discretion of the principal. Elementary school assistant principals will arrange their one day at the discretion of the principal. The respective periods are as follows:

CATEGORY	PERIOD
Elementary school assistant principals	one day
Middle school assistant principals	three weeks
Senior high school assistant principals	four weeks

It is agreed by the Committee that if at least one (1) day as set forth in this Article is available after April, it shall be designed as "Quincy Schools/Quincy Education Association Institute Day". On this day, school shall not be in session in order that a full day of activities may be conducted designed:

1. toward fostering the learning process goals of Quincy's Design for Learning
2. toward the sharing of innovative ideas and practices within the system

3. toward the familiarization of school personnel with media and methods of on-going projects.

The planning and implementation shall be carried on through a joint effort of the Association and the office of the Superintendent, through the appointment of a committee by them, respectively.

Members may be required to attend one (1) evening meeting per school year for the purpose of parent conferences/meetings. Effective September 1, 2003, one (1) additional evening meeting per school year shall be added for the purpose of open house. Effective September 1, 2004, one (1) additional evening meeting per school year shall be added for the purpose of an additional parent conference. Such meetings shall be scheduled at least one month in advance, shall be of a maximum of two (2) hours duration and members shall receive compensatory time during the second or fourth release Tuesday afternoon during the month..

7.2 PROFESSIONAL DEVELOPMENT/CURRICULUM DEVELOPMENT PROGRAM

Members may be required to attend up to five (5) Professional Development/Curriculum Development Sessions during the school year at the discretion of the Superintendent. The purpose of the Sessions shall be for professional development and/or curriculum development, shall not involve student instruction or supervision and shall be subject to the following:

A. The schedule of Sessions for the school year shall be developed by the Superintendent after consultation with the President of the Association. The schedule for the first half of the school year shall be provided to members no later than the Friday after Labor Day and the schedule for the second half of the school year shall be provided to members no later than December 15th of the school year. It is understood that changes in the schedule due to unforeseen circumstances may occur. In such cases members who have personal or professional obligations made prior to the scheduled change shall be accommodated.

B. Each Session shall be of no greater than two (2) hours in duration and shall commence immediately at the close of the school day.

C. Members who participate on planning committees for the Program shall serve on a voluntary basis and, if not during the regular school hours, shall be compensated at the hourly rate.

It is understood by the parties that additional research, reading and writing specifically related to the goals of the Program will be required of each member for the Program to be successful. The time to be spent on additional reading, research and writing will be scheduled by each individual member or group of members at his/her discretion and no greater than a total of ten (10) hours per school year will be required. It is further understood that the Quincy Public Schools may facilitate these activities by providing relevant reading and/or research materials.

Planning Committee participants who meet during school hours shall not be compensated for said hours at the hourly rate; however, such hours shall be credited towards meeting the Professional Development requirements of this Section on an hour to hour basis. Planning Committee members will establish and monitor a workshop evaluation instrument and schedule a series of workshops to improve/train facilitators. The Association representatives shall consist of members of the following: one (1) early childhood, two (2) elementary, two (2) middle school and two (2) high school. The remaining members will be appointed by the Superintendent of Schools.

D. Members who prepare and present a Professional Development Session shall be deemed to have completed two (2) Professional Development Sessions for purposes of this Section.

ARTICLE 8 PHYSICAL FACILITIES FOR MEMBERS

The Committee and the Association agree that all new school construction should include the following facilities and that, where practicable without substantial expenditure, they should be provided in existing school structures, namely:

1. a separate workroom in each building with adequate equipment and supplies to aid in the preparation of instructional materials.
2. an appropriately furnished room to be reserved for the use of members as a faculty lounge. A pay telephone may be installed in each room.
3. a system whereby members can effectively and expeditiously communicate with the principal's office from their classrooms.

The Committee and the Association agree that all schools shall include, within two (2) years from September 1, 1971, space in each classroom in which members may safely store instructional materials and supplies.

ARTICLE 9 PROFESSIONAL DEVELOPMENT

The Committee and the Association agree that if members are to maintain their competence as educators and to continue to contribute effectively to the educational goals of the Quincy School System, members should undertake professional development on a continuing basis. This professional development should be consistent with the requirements of M.G.L. c. 71, S38Q. The Committee may establish formal requirements as to courses to be taken, conferences to be attended, or other means of professional improvement to be undertaken by members as a condition of employment or of advancement on the salary schedule, but no such requirements not in effect at the effective date of this Contract shall be adopted or any requirement then in effect be changed by the Committee unless the Association shall have assented to the same. The Committee may also authorize or approve the taking of a course, the attendance at a conference or the undertaking of other means of professional improvement by a member whether or not the

same be required. Any such approval or authorization shall be given in advance in writing signed by the Superintendent or Assistant Superintendent.

To the extent that such payments are permitted by law, the Committee shall pay, or reimburse members for, the tuition and fees incurred by members for courses required, authorized or approved as provided above or for expenses of attendance at conferences or of undertaking other means of professional improvement so required, authorized or approved, provided, however that no payment or reimbursement shall be made in respect of any course taken for the purpose of advancement in salary pursuant to any requirement or provision of the salary schedule incorporated herein.

To the extent that such payments are permitted by law, the Committee shall pay or reimburse members at the sixth level on the pay scale, tuition and fees incurred by said members for courses authorized or approved and that the Committee shall cause to appear in its budget the sum of twenty thousand dollars \$20,000 for funding said payments, for members and members of the administrative bargaining unit.

Accordingly, the Committee and the Association agree to choose a Course Approval Committee, as established under the Teachers' Contract.

The purpose of said Committee will be the determination of full payment by the School Committee for courses requested by school personnel on the sixth level or seventh level.

The courses referred to must speak to enrichment of subject material areas that are being taught by the member seeking authorization; and courses in the area of learning theory and behavioral objectives that would be determined relevant by the Course Approval Committee.

When other forms of payment, such as vouchers, are available for courses requested of a specific institution, said voucher will supersede payment by the School Committee.

When courses are requested at a State College or University and the applicant is a Veteran, the School Committee will waive payment of said course.

Effective September 1, 2016, it is agreed that the Committee will grant Unit C members two (2) conference days during the school year for the purposes of professional development. If both days are taken, one (1) conference day must be taken in the Fall (September to December) and the other conference day must be taken in the Spring (January to June). The conference day and the subject matter of the conference shall be subject to the approval of the Superintendent. The cost of the conference shall be the responsibility of the Unit C member.

ARTICLE 10 SICK LEAVE

Members shall be allowed fifteen (15) days of sick leave in each year for absences resulting from illness or accident of the member or of a member of his/her immediate family. Sick leave shall accumulate, to the extent not used, without limitation, the allowable absences in any year to be the number of days accumulated from prior years plus those allowed for such year.

No doctor's certificate shall be required for any absence of not more than five (5) school days on account of illness or accident. A doctor's certificate indicating the nature and continuance of disability will be required if the absence continues for the sixth (6th) consecutive school day and may be required for any repeated absence. This certificate shall be presented within ten (10) days of the beginning of the absence and the Superintendent may require further certificates for any continuing absence or questionable absences.

The sick leave allowable for any year shall be available in full at the commencement of the year provided that if any member shall not be present on the first day of classes in September he/she shall not be entitled to any sick leave allowable for such year unless he/she shall report for duty during such year. Effective September 1, 2013, sick leave shall be granted on the first day of work instead of the first day of classes. If he/she shall so report and shall thereafter serve one (1) month, he/she may apply in writing for sick leave allowance on account of the earlier absence, if such absence resulted from illness or accident. Any such application must be accompanied by a doctor's certificate meeting requirements of the next preceding paragraph.

Each member shall, upon his/her request, be advised once each school year of the number of days of unused sick leave which he/she has to his/her credit.

If the employment by the Quincy School System of a member shall cease because of his/her retirement or death after he/she has completed twenty (20) years of professional service in the system, he/she or his/her estate, as the case may be, shall be paid an amount equal to his/her full pay at the time his/her employment terminates, exclusive of stipends for extra services, for the number of days, not in excess of twenty (20) of his/her accumulated and unused sick leave. Effective September 1, 1991, increase twenty (20) days to thirty (30) days of his/her accumulated and unused sick leave.

EXTENDED SICK LEAVE PLAN

There shall be an extended sick leave plan subject to the following conditions.

1. A member must be out for thirty (30) consecutive working days and have used his/her own accumulated sick leave.
2. Thereafter, the Committee shall pay two-thirds (2/3) of the member's salary until the end of the academic year.

3. The Superintendent and/or Principal may request any form of evidence of the member's disability, to wit: a report from the Committee's own doctor.
4. The above shall not be applicable to those members who are disabled by:
 - a. Alcohol
 - b. Drugs

ARTICLE 11 TEMPORARY LEAVES OF ABSENCE

Each member shall be allowed up to five (5) days of leave with pay during the school year each time there is a death of his/her mother, father, sister, brother, child, spouse, mother-in-law, father-in-law, or member of his/her immediate household. Any of the five (5) days in excess of three (3) will be charged to sick leave.

Upon one (1) week's written application to the Superintendent by a member, the Superintendent shall grant a one-day leave of absence with pay to observe religious holy days where the tenets of the member's religion obligate abstention from work or where the formal religious observance of the day necessarily conflicts with the school day. Each member shall be allowed two (2) additional days of leave with pay for this purpose, such leave shall be charged to either sick leave or personal leave at the member's discretion. Each member shall also be allowed two (2) additional days of leave with pay, minus a substitute's pay and additional days of leave without pay if required to the observance of such days.

The Superintendent may grant members leaves of absence with pay for the purpose of attending educational conventions, professional meetings, training institutes, and other activities which have a demonstrable relationship to the improvement of professional skills and expertise.

Upon appointment by the Superintendent, Research Assistants who report directly to the Superintendent shall be granted temporary leaves of absence; and further during the period of said temporary leave of absence shall be excluded as members of the bargaining unit. Upon return from such leave, such member shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent and will return as a member of the bargaining unit.

Upon request of the Association, the President shall be granted released time for Association business for up to twenty (20) school days without pay provided that the past practice of released time ceases.

ARTICLE 12 PERSONAL LEAVE

Each member shall be allowed up to two (2) days leave with full pay during each school year, for the purpose of transacting or attending to personal, legal, business, household or family matters which require absence during school hours. It is the intention of the parties that leave under this Article shall be available for reasons of hardship or other pressing need and not merely for personal convenience. Except in emergencies, the member taking leave hereunder shall give his/her appropriate immediate supervisor written notice of his/her intention to take such leave at least one (1) school day in advance of the day he/she proposes to be absent. A member need not specify his/her reason for taking leave under this Article.

Except in emergency situations which are authorized by the Superintendent or his designee, no personal leave shall be allowed three (3) days before or three (3) days after a vacation period. A member shall specify his/her reason for taking personal leave if it is sought for the day before or the day after a holiday occurring on a school day. The granting of leave on any such day shall be at the discretion of the Superintendent or administrator designated by him/her.

Effective September 1, 2012, members' unused personal days, up to a maximum of two (2) per year, shall be converted into available sick days.

ARTICLE 13 SABBATICAL LEAVE

- A. In the interest of rewarding professional performance and encouraging independent research, achievement and professional growth, the Superintendent shall adhere to the following policies in respect to granting sabbatical leaves as recommended by the Superintendent and the Accreditation Board:
1. No more than one percent (1%) of the professional staff shall be absent on sabbatical leave at any one (1) time.
 2. Only those persons who have completed six (6) years on the professional staff in the Quincy Public Schools shall be eligible for sabbatical leave. There shall be a minimum interval of six (6) years between sabbatical leaves except upon recommendation of the Accreditation Board.
 3. Any member who desires to apply for sabbatical leave shall make such application on an application form devised by the Accreditation Board and shall submit such application to the Accreditation Board by March 1 if the leave is to commence the following September or by September 1 if the leave is to commence the following February.

4. In passing on an application for sabbatical leave, the Accreditation Board will apply the following criteria: years of service of applicant, number of years application has been submitted, type of research or study planned, educational value of proposed research study to Quincy Public Schools and relationship to professional growth of applicant; urgency of proposed research or study, and distribution of candidates by school levels (i.e. elementary, middle school and senior high).
 5. The Accreditation Board will make its recommendations to the Superintendent who shall in turn make his recommendation to the Committee.
 6. Any member accepting sabbatical leave shall enter into a written agreement with the Committee in accordance with Chapter 71, Section 41A of the General Laws of Massachusetts. (See Exhibit A - law spelled out.)
 7. When the sabbatical leave has been completed, the sabbatical scholar shall submit a report of his/her research or study for the Superintendent in such form as has been determined by the Accreditation Board.
 8. The Superintendent will inform any member on sabbatical leave of opportunity for advancement and promotion and such member shall be considered for such advancement or promotion in the same manner as those who are presently in service.
 9. Each member granted a full year's sabbatical leave shall have the right to return to a substantially equivalent position.
 10. A sabbatical scholar on half-year leave shall receive full salary, including the current increment, and shall have the right to return to a position substantially equivalent to his/her former position.
 11. A sabbatical scholar on a one-year leave shall receive two-thirds (2/3) salary, including current increment.
- B. The Accreditation Board shall consist of the Superintendent, or appropriate Learning Management Team (LMT) member, the Assistant Superintendent designated by the Superintendent, a principal designated by the principals and three (3) members of the professional staff other than principals designated by the Association. The principal and the three (3) members of the professional staff shall be appointed to two-year terms so arranged that each year the terms of two (2) of these four (4) persons shall expire. Wherever reference is made in the Contract to the Accreditation Board, it shall mean the Accreditation Board provided for by this clause.

ARTICLE 14
EXTENDED LEAVE OF ABSENCE WITHOUT PAY

All absences under this Section shall be granted by the Superintendent consistent with the following:

1. The Committee agrees that up to three (3) members designated by the Association shall, upon request, be granted leaves of absence for up to two (2) years without pay for the purpose of engaging in activities of the National Education Association or of any of its local, state or national affiliates. The Superintendent need not, however, grant such leave to any member who has been on sabbatical leave within the past two (2) years or who could not be replaced on a temporary basis without substantial harm to the educational program of the Quincy Public Schools. A decision by the Superintendent not to grant such leave on the grounds that the member cannot be replaced as aforesaid may be submitted to arbitration under Article IV. Upon return from such leave, such member will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.
2. A leave of absence without pay of up to two (2) years will be granted to any member who joins the Peace Corps or any formal national or state program similar thereto in its social service or educational purposes, provided, that the Superintendent need not grant such leave to any member who would not be granted leave under Paragraph One. Upon return from such leave, such member will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.
3. Military leave will be granted to any member who is inducted or enlists in any branch of the armed forces of the United States. The period of such leave shall be the period of continuous service required by such induction or enlistment but shall not continue into any period of additional voluntary service. Upon return from such leave, such member will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.
4. Maternity leave without pay or increment will be granted to members having Professional Teacher Status. Such leave shall continue until the beginning of the second school year to commence after the leave was granted. Appropriate medical evidence of fitness will be required prior to return from such leave. A member on maternity leave must notify the Superintendent in writing on or before March 1 of her intention to return to school the following September.
5. A leave of absence without pay or increment may be granted at the discretion of the Superintendent for the purpose of caring for a sick member of a member's immediate family.

6. A leave of absence without pay of up to two (2) years may be granted to any member for purposes of exploring an alternative career. Such leaves shall be granted solely at the discretion of the Superintendent.
7. The Superintendent may, at his/her discretion, grant a leave of absence without pay or increment to a member to campaign for or serve in a public office.
8. Any member whose absence because of continuing illness or effects of accident extends beyond the period of sick leave available to him/her may be granted additional leave of absence without pay at the discretion of the Superintendent, having in mind his/her prior service and the best interests of the Quincy School System.
9. Any member desiring a leave of absence heretofore described, or a leave of absence for any other reason not specified above, shall apply in writing to the Superintendent, indicating the period of proposed absence and the reason therefore. All applications for leaves or extensions shall be acted upon in writing.
10. All benefits to which a member was entitled at the time his/her leave of absence commenced will be restored to him/her upon his/her return, and he/she will, if practicable and consistent with the maintenance of educational standards and to the extent permitted by law, be returned to an assignment comparable to that which he/she held immediately prior to going on leave.
11. Members who intend to return from a leave of absence shall so notify the Superintendent by March 1 of the year in which they intend to return.

ARTICLE 15 GROUP INSURANCE PLAN

Life Insurance, Accidental Death and Dismemberment Insurance, Hospital, Medical, Dental, and Surgical Insurance shall be available to all members pursuant to the City Wide Group Insurance Plan to be financed by the Committee and the participating members.

For details as to terms and conditions of benefits see the individual certificate issued to a member under the Group at time of enrollment and such modifications as any rider subsequently issued provides.

A. Health Maintenance Organization (HMO)

1. Effective July 1, 2008, the City will pay eighty-two (82%) percent of the health insurance premium of an employee and the employee will pay eighteen (18%) percent.

2. Effective January 1, 2009, the city will pay eighty (80%) percent of the health insurance premium of an employee and the employee will pay twenty (20%) percent.

B. Preferred Provider Organization (PPO)

1. PPO rates shall change upon settlement of contracts representing two-thirds (2/3) of current employees of the City of Quincy.

2. Not earlier than September 1, 2008, the City will pay sixty-five (65%) percent of the health insurance premium of an employee and the employee will pay thirty-five (35%) percent.

C. Group Insurance Commission (GIC)

In the event that the City is able to join the GIC by August 31, 2010, and the City and a duly authorized coalition of municipal employee unions agree to join the GIC, then the percentage rates shall revert to those in effect on July 1, 2006.

D. Effective July 1, 2009, the QEA and the City agree the current co-payments shall double. For example:

- Office visits: \$5 to \$10
- Emergency Room: \$30 to \$60
- Prescriptions: \$5/\$10/\$15 to \$10/\$20/\$30

**ARTICLE 16
TAX SHELTERED ANNUITY**

So as to provide for a non-forfeitable annuity, payable upon retirement or termination of employment, a member may contract with the Committee for the purchase of any annuity pursuant to Section 37B of Chapter 71 of the General Laws of Massachusetts as part of his/her employment compensation. Such contract shall specify the premiums to be paid toward the annuity and the benefits payable thereunder.

The Committee agrees that it shall not offer to a teacher any annuity plan to the exclusion of any other plan, whether group or individual, and the Association and the Committee shall meet on or before May 1, and October 1 of each year to determine which plan or plans and the company or companies to be used as carriers for said plans for the next succeeding year.

**ARTICLE 17
WORKERS' COMPENSATION BENEFITS**

The Committee agrees that the provisions of Chapter 152, Section 69, of the General Laws of the Commonwealth of Massachusetts, providing for benefits to employees or their

dependents in the event of incapacity or death arising out of employment shall be accepted and applied to members.

ARTICLE 18 DISCIPLINE AND DISMISSAL

1. **STATUTES APPLICABLE.** The parties agree that the provisions of such Sections 38H, 41, 42, 42D, and 43 of Chapter 71 of the General Laws of Massachusetts, as shall be applicable to any particular case of a proposed suspension, dismissal, demotion or reduction in salary of a member shall apply as provisions of this Contract and that any amendments made to any of said Sections shall constitute amendments of this Contract. Copies of said Sections are attached to this Contract as Exhibit A.
2. **ACTIONS RESPECTING MEMBERS TO WHOM STATUTES DO NOT APPLY.** The Superintendent and/or Principal may retain or terminate the services of a member not having Professional Teacher Status, as defined in M.G.L. Ch. 71, S. 42, but a claim that such action was taken in bad faith may be made the subject of grievance or arbitration proceeding hereunder.

ARTICLE 19 MEMBER'S ASSIGNMENTS, TRANSFERS AND RETIREMENTS

1. Members will be notified of their programs for the coming school year, including the school to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, as soon as practicable and under normal circumstances not later than June 1, provided that in the event of a change in circumstances or conditions during the months of May through August such assignments may be changed as required to meet the situation.
2. Members shall not be assigned except temporarily and for cause to assignments outside the scope of their certifications.
3. Members who desire a change in assignments or who desire to transfer to another building shall file a written statement of such desire with the Superintendent between September 1, and April 1 of each school year in order to be considered for the next school year. Such statement shall include the grade and/or subjects to which the member desires to be assigned and the school or schools, (in order of preference, if the member has preference), to which he/she desires to be assigned or transferred, and such statement shall include the reason for requesting such transfer. Such statement must be renewed each year, and will be acknowledged in writing.

4. As soon as practicable and under normal circumstances not later than one week prior to the close of the school year, the Superintendent shall cause to be prepared a schedule or other appropriate presentation of system-wide data including all new positions for the coming year, vacancies in existing positions filled for the coming year, the names of persons reassigned, transferred and newly-appointed and the positions they have been given. Such presentation shall be made available for inspection by the Association, by members who have filed written statements under 3 above and by any other member who may request an inspection.
5. The following principles shall be applied in the reassignment or transfer of members:
 - a. Volunteers shall be given preference to the extent compatible with individual qualifications, instructional requirements, staff availability and other factors, including but not limited to the recommendations of the building principals involved, affecting the best interests of the Quincy School System and the pupils;
 - b. When other factors are substantially equal, preference will be given to the volunteer with the greatest number of years of service in the Quincy School System;
 - c. When involuntary transfers are necessary, a member's area of competence, major and/or minor field of study, quality of teaching performance, and length of service in the Quincy School System will be considered, together with instructional requirements and other factors affecting the best interests of the school system, in determining which member is to be transferred. Unless the best interests of the Quincy School System otherwise require, in the judgment of the Committee, members being involuntarily transferred will be transferred only to a comparable position. An involuntary transfer will be made only after a meeting between the member involved and the Superintendent (or his/her designee), at which time the member will be notified of the reasons for the proposed transfer. In the event that a member objects to the transfer at this meeting, upon the request of the member, the Association will be notified and the Superintendent (or his/her designee) will meet with the Association's representatives to discuss the proposed transfer.
6. A member whose seventieth (70th) birthday will occur during a school year shall notify the Superintendent in writing of such fact and date thereof by April 1 of the school year preceding such birthday. As to each member who shall give such notice, the Superintendent shall determine, not later than May 15, whether such member shall be retained in service throughout that following school year in question or until the end of the calendar month in which such birthday occurs. Not later than May 15 the Superintendent shall notify in writing each such

member and the Teachers Retirement Board of the determination made respecting him/her. A member whose 70th birthday will occur during a next succeeding school year, but who fails to notify the Superintendent as provided above shall not be entitled to any particular notice from the Superintendent of its decision as to his/her employment after such birthday.

ARTICLE 20 PROMOTIONS

1. All vacancies in promotional position, if filled, shall be filled pursuant to the following procedure:
 - a. Such vacancies shall be publicized to members by sending a notice thereof to the Association and to each building principal and by posting a written notice on a bulletin board in every school, as far in advance of the date of filling such vacancy as possible (ordinarily at least thirty (30) days, or if such vacancy occurs after the close of the schools in June and before they open in September, by mailing a copy of such notice to the Association and to every member who shall have filed his/her name and summer address with the Superintendent for the purpose of receiving such notice and to those members who in the discretion of the Superintendent should be notified.
 - b. Said notice of vacancy shall clearly set forth the qualifications for and the duties of the position and the compensation rate or range therefore.
 - c. Members who desire to apply for such vacancies shall file their applications in writing with the Superintendent within the time limit specified in the notice.
 - d. The Superintendent may give notice of such vacancies, or otherwise seek applicants to fill the same, in such other ways as it, in its discretion, shall deem appropriate.
 - e. Such vacancies shall be filled on the basis of merit. Where merit is substantially equal, preference will be given to qualified members of the professional staff.
 - f. Insofar as practicable under the circumstances, appointments will normally be made not later than sixty (60) days after the notice is posted.
2. Promotional positions are defined as follows: positions paying a locally-funded salary differential and/or positions of the administrator-supervisory level, including but not limited to, positions as supervisor, assistant supervisor, director, assistant director, principal, assistant principal and departmental chairperson.

3. All vacancies (as defined above in the case of promotional positions) for specialists, special project teachers, summer and evening school directors, directors of Federal Projects and teacher-leaders under Federal projects shall be filled pursuant to the foregoing procedure.
4. The Superintendent will consider any criteria, in addition to or modification of those provided in this Contract, which the Association may suggest for use in the selection of persons to fill vacancies in promotional positions. At that time when the creation of a new promotional position is proposed the Superintendent will consider recommendations which the Association may make as to qualifications for and specifications of the positions and the compensation therefore.
5. On the screening committee which interviews and recommends candidates for promotional positions at the Administrative-supervisory level, assistant principal and up, there will be a representative designated by the Association.
6. Nothing in this Contract shall restrict the right of the Superintendent, exercising its judgment consistently with provisions hereof, to fill vacancies by appointment to others than members covered hereby.

**ARTICLE 21
POSITIONS IN SUMMER AND EVENING SCHOOLS
AND UNDER FEDERAL PROGRAMS**

1. All teaching positions in summer school, evening school (High School level business and academic and adult civic education courses only) and under Federal programs will be publicized each year, or each contractual period under a Federal program, by sending a notice to the Association and each building principal and by posting a written notice on a bulletin board in every school as early as possible. Members who have applied will be notified of action taken regarding their application as early as possible.
2. No position shall be filled by a person not covered by this Contract if there is an equally qualified applicant for such a position who is a member.
3. In filling such positions consideration will be given to a member's area of competence, major and/or minor field of study, quality of teaching performance, attendance, record, length of service in Quincy School Systems, and, in case of summer or evening school, teaching experience.

**ARTICLE 22
MEMBER EVALUATIONS**

The following principles shall be applied in the evaluation of member performance:

1.
 - a. All monitoring or observation of the work performance of a member will be conducted openly and with full knowledge of the member. No public address or audio systems or other device permitting monitoring or observation of work performance other than by an individual present in the room shall be employed except with the prior knowledge and consent of the member.
 - b. Member performance shall be evaluated in light of all evidence pertinent to the discharge of the member's professional responsibilities and his/her exercise of professional judgment and not solely by his/her work in the classroom. The development of criteria for such evaluation shall be a task of the Professional Conditions Committee under ARTICLE 6.
 - c. A copy of each evaluation report shall be furnished to the member evaluated who shall have the right to discuss the same with the maker of the report.
2.
 - a. A member will have the right, upon written request, to review the contents of his/her personnel file and to have a representative of the Association accompany him/her,
 - b. No material originating after original hiring which is derogatory to a member's conduct, service, character or personality will be placed in his/her personnel file unless the member has had an 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 member 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.
 - c.
 - (i) File drawers containing personnel files shall be locked at all times, except during business hours of the personnel office.
 - (ii) No persons, other than the member's current principal, the member, members of the Committee, the Assistant Superintendent in charge of instructional personnel, the Superintendent or his clerical designee, the Assistant Superintendent of Curriculum or his clerical designee, or the members of the Association's personnel screening committee, shall have access to a member's personnel file.
3. Any serious complaints regarding a member made to any member of the Committee, by, or coming to the Superintendent or the member's building principal from any parent, student or other person will be promptly called to the attention of the member.

4. No complaint or request, concerning a professional staff member, in the form of a petition or otherwise shall be made a part of the business of a School Committee meeting unless notification to attend such a meeting has been given to the staff member involved.
5. The Association recognizes the authority and responsibility of the Superintendent and/or Principal to discipline or reprimand, itself or by an administrator, a member for delinquency in professional performance. If a member is to be disciplined or reprimanded by a member of the administration above the level of the principal, however, he/she will be entitled to have a representative of the Association present. No member will be disciplined or reprimanded or deprived of any professional advantage without good and sufficient reason.
6. In such instances where a member who is subject to Chapter 71, Sections 42, 42A, or 42D is suspended for more than seven (7) days or is dismissed, such member shall have the rights enumerated under the above Sections without recourse to and in lieu of grievance and arbitration procedures set out under ARTICLE 6.

**ARTICLE 23
SALARY SCHEDULES AND STIPENDS**

- A. The Administrative Salary Schedule attached hereto and made a part hereof as Exhibit B shall become effective on September 1, 2015.
- B. Members of the Association may elect to have their total net pay deposited directly into their bank accounts.

**ARTICLE 24
ADMINISTRATION OF SALARY SCHEDULES**

1. Annual increments on the Basic Salary Schedule are based on an index ratio.
2. The levels of preparation have been established in terms of academic degrees and semester hour credits beyond those degrees. No member will be placed on the six-year (6) level without a Master's Degree.
3. In the initial employment of a member under the Basic Salary Schedule, credit may be allowed for teaching experience up to and not exceeding eight (8) years. One-half, or greater fraction, of a year of teaching is counted as one (1) year. If a half or greater fraction of a year of teaching should be presented in addition to the first such fraction, the two shall be combined, with the fraction of a year beyond the full number of years having to be one-half or more to be counted. This will apply to teaching experience outside of Quincy and to permanent substitute teaching in Quincy. However, the

Committee, on the recommendation of the Superintendent shall be free in the placement of new teachers upon the schedule.

4. Member preparation credentials will be evaluated, and final approval of evaluation will be made by the Superintendent. The Accreditation Board will make recommendations on the credits of professional staff members.
5. A member whose qualifications have been determined to qualify him/her for moving from one level of preparation to the next higher shall be placed at a salary step in the attained preparation scale higher than his/her former salary by an amount equal to the differential between the two classifications. Such transfers shall be made not more often than twice a year (September 1 and February 1). Evidence of courses taken by members must be submitted to the Superintendent not later than November 1 for a September change, and not later than April 1 for a February change.
6. An adjustment in salary to the amount of one-half (1/2) the differential will be made when a member has completed fifteen (15) semester hours of credit beyond the four (4) year level or the five (5) year level, and a second adjustment of one-half (1/2) the differential shall be granted when the next fifteen (15) semester hours of credit are accumulated.
7. Adjustments under Paragraph Seven of this Article apply to members at all step levels including those at salary maximums excepting those on the six (6) year level. Members receiving the maximum salary at the four (4) year or five (5) year level cannot receive more than half the regular differential beyond the regular maximums for their respective level until they have obtained fifteen (15) additional semester hours of credit and meet with the requirements for the next level. That is, no individual can move to the six (6) year level until he/she has a Master's Degree and sixty (60) semester hours credit beyond the Bachelor's Degree, thirty (30) of which may have been earned in obtaining the Master's Degree.

Members of shop and related work in the Quincy Vocational-Technical School or hired under Vocational-Technical Certificate may move to the five (5) year level on the completion of thirty (30) semester hours above the requirements for the four (4) year level for Quincy Vocational-Technical School members on the salary schedule and may move from the five (5) year level to the six (6) year level, with thirty (30) additional semester credits.
8. It is required that courses which are to be submitted for credit receive approval from the office of the Superintendent before being undertaken.
9. Members may not apply credits toward professional improvement for more than eight (8) semester hours in one (1) college semester during the school year while in service in Quincy. (Not to exceed two (2) courses.)

10. **TRAVEL CREDITS**

- a. In general, a travel for credit must be summer travel, usually under the direction of a qualified agency, such as the National Education Association Travel Service or similar agency of high quality. The Accreditation Board may recommend exceptions to the Superintendent.
- b. Travel must be continuous. For example, a member cannot receive credit for two (2) weeks of travel, one (1) of which was spent traveling out to California or Colorado, etc., for summer study and the other on the return journey after summer study.
- c. A maximum of six (6) semester hours may be granted for travel in raising the level of preparation to the next higher level. To obtain credit for travel a preliminary travel form must be submitted to the Superintendent and approved before the member begins the trip. Normally, credit will not be granted to a member for a trip to the same or similar part of the country for which credit has been previously granted.
- d. In general, credit will be given on the following basis:
 - (1) two (2) credits - minimum of four (4) weeks of travel plus outline.
 - (2) a maximum of four (4) credits - minimum of four (4) weeks travel plus report.
 - (3) a maximum of six (6) credits - a minimum of four (4) weeks travel, report, plus teaching materials.
- e. An outline of the travel experience referred to in d(1) will be a day-by-day itinerary of the actual trip.

A report of the travel experience referred to in d(2) will be in the form of a paper (not a scrapbook) including a detailed description of the trip, and an explanation of how the travel experience can be related to the member's classroom work. It is recognized, however, that a reasonable amount of travel should have cultural value for all members and should broaden their points of view.

Teaching materials referred to in d (3) would include materials such as:

- (1) A slide or film lecture adapted to the member's grade or subject area;
- (2) A well-organized exhibit of materials - illustrative of the region visited and adapted to grade or subject area;
- (3) Tapes or records which the member has adapted to classroom use.

- f. In evaluating the trip the Accreditation Board will consider the length and the nature of the trip, its relationship to the member's work, and the value of the teaching materials provided. It is essential that if Quincy is to grant credit for travel and continue such credits, members should show later in their teaching that travel has helped them to be better teachers.
 - g. An outline or report of the trip must be sent to the Superintendent's office on or before the following October 15.
11. In addition to this "preparation attainment increment", the regular increment shall be given as of September 1.
 12. No member, except as noted under Paragraph 13 of this article shall receive more than five (5) annual increments in salary unless he/she presents evidence of approved professional study equal to six (6) college credits earned during the five (5) year period.
 13. Members completing thirty years of service in the Quincy Public Schools may advance by normal increments to the maximum of their respective preparation level without regard to the six (6) semester hour requirement.
 14. Members not on maximum salaries for their particular salary levels, with the exception noted above in Paragraph 12, will automatically receive the annual increment unless the Superintendent, considers it necessary to withhold an increment from a particular member. It is expected that such procedure will rarely be necessary for members whose qualifications have been judged satisfactory for regular appointment in the schools of Quincy. No one shall attain the maximum who has not presented evidence of approved professional study equal to six (6) college credits earned within the five (5) years immediately preceding. Evidence of the necessary six (6) college credits to obtain maximum in September must be filed in the office of the Superintendent not later than November 1, and not later than April 1, for a February change.
 15. The salary paid under the Basic Salary Schedule shall be deemed to have been earned proportionately during the school year and shall be paid proportionally in twenty-one (21) payments during the school year; or if a member so elects in twenty-six (26) equal payments on a twelve (12) month installment basis (no lump sum payments). The twenty-one (21) payment plan will be available to members in the employ of the School System as of June 1 of each year. Members electing the twenty-one (21) payment plan will receive one forty-second (1/42nd) of their salary the first pay day; nineteen (19) equal payments of one twenty-first (1/21st) of salary; and the final check at the end of the school year will be three forty seconds (3/42nd) of salary. The election made in June is irrevocable for the next school year. In the event that the service of a member shall be discontinued during a school year for any reason other than dismissal for cause, or resignation, except resignation because of pregnancy, any amount of salary earned but unpaid to the date of the termination shall be paid to the member or his legal representative, as the case may be.

16. In the event a Principal is absent for more than ten (10) consecutive school days, the Assistant Principal who is designated by the Superintendent to be the acting Principal shall receive the daily rate of pay for the principal with the lowest salary at the level in question. Such pro-rated Principal's salary shall be retroactive back to the first day of the Principal's absence, and shall continue for as long as the Assistant Principal remains in the role of acting Principal.

ARTICLE 25
LUNCH PERIOD: EXTRA CURRICULAR ACTIVITIES

1. No member shall be assigned to a schedule of duties pursuant to ARTICLE 19 which does not provide a duty-free lunch period each school day. Members will be allowed to leave the school building during their lunch period so long as they inform their immediate superior on form provided.
2. The Committee and the Association recognize that while participation by members in extracurricular activities sponsored by the Quincy Public Schools and attendance by members at evening meetings related to school matters are desirable as general propositions, participation by a particular member at a particular meeting is not to be required as a condition of employment but is to be decided by such member in the exercise of his/her professional judgment.

ARTICLE 25A
NON-PROFESSIONAL DUTIES

The School Committee and the Association acknowledge that a member's primary responsibility is to administrate and that his/her energies should to the extent practical be used to this end.

No elementary member is presently being required, and no elementary member shall be required, except in emergencies, to supervise any aspect of the Elementary Lunch Program.

At the Senior High and Middle School level, lunch duty shall be assigned by the principal or his/her designee on a fair and equitable basis consistent with the operational needs of the building.

ARTICLE 26
OBSERVANCE OF DUTIES

This Association agrees that it will not take or encourage the taking of any action contrary to the laws of Massachusetts pertaining to strikes or withholding of services of public employees.

**ARTICLE 27
PROTECTION**

- A. Members will immediately report all cases of abusive conduct and/or torts suffered by them in connection with their employment to the Superintendent in writing.
- B. This report will be forwarded to the Superintendent who will comply with any reasonable request from the member for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the member, the police and the courts. In addition any student involved in such an assault will be promptly and properly disciplined after the responsibility has been established.
- C. The Committee will provide the indemnification for members provided by Section 9 of Chapter 258 of the General Laws of Massachusetts under the conditions set forth in that Section and will include in its budget an appropriation request necessary to provide such indemnification. A copy of said Section 9 is attached hereto as Exhibit E.

**ARTICLE 28
REDUCTION IN FORCE**

Subject to the provisions of this Agreement, the Committee and/or Superintendent retains the right to determine the number of teaching positions and other professional positions which are needed in the school system and also retains the right to determine employees to be laid off.

In cases involving members who have identical seniority, preference for retention or recall shall be given to the member who has achieved the highest level of training, including degrees, courses (in-service and others) and for Vocational-Technical teachers previous related work experience.

- 1. Members who are to be affected by a reduction in staff shall be notified in writing no later than May 30th of the school year in which the reduction will take effect.
- 2. The following sections a, b and c shall apply to teachers who have dual certification and bumping rights as set out below.
 - a. In the event a teacher has a certification in another discipline and has taught in the other discipline or certified area for one (1) year or more in Quincy in the past five (5) years, the laid-off teacher shall have the option of bumping the junior teacher in that discipline.
 - b. The dual certified teacher may also prove competence by passing the Graduate Record Examination within five (5) years in the discipline in which he/she has

certification but lacks one (1) year of experience in the last five (5) years of teaching.

- c. If there is no Graduate Record Examination in that discipline, the teacher may prove competence by passing a graduate level board of three (3) college professors (one (1) chosen by the teacher involved, one (1) by administration, one (1) mutually agreed upon); or a teacher may prove competence by successful completion within the previous five (5) years or a minimum of two (2) graduate courses in the area of specialization. Courses must be completed with a grade of "B" or better. These options, a, b and c must be successfully completed prior to the May 30th notification deadline in order to be valid for the next school year.

Effective September 1, 2016, in order to comply with all the requirements in the seventh paragraph of G.L. c.71, §42 (as amended by section 3 of Chapter 131 of the Acts of 2012), a teacher in a discipline category who has professional teacher status, and who since September, 2013, or within five (5) years of teaching in Quincy, has always attained either "exemplary" or a "proficient" rating on his or her Summative rating that is given at the conclusion of an evaluation cycle, will not be laid off if there is a more senior teacher in that discipline category who has professional teacher status but who has been rated as something less than "proficient" on his or her Summative rating given at the conclusion of any two (2) of the past four (4) evaluation cycles for that teacher. (The previous sentence will remain in effect so long as the amendment to the language in the seventh paragraph of G.L. c.71, §42 which was amended by the Acts of 2012 remains in effect.)

3. Laid-off members may continue group Health and Life Insurance coverage during the recall period of eighteen (18) months as provided by the Committee to members of the bargaining unit by reimbursing the Committee for full premium cost. Failure to forward premium payments to the Committee or refusal to return to employment upon recall will terminate this option.
4. Members shall have seniority on their respective levels i.e. Elementary, Middle School, Senior High. Authorized leaves of absence up to eight (8) weeks, or sabbatical leaves shall be considered time worked for purposes of seniority and lay-off. Authorized leaves of absence without pay shall be considered as continuous service, but will not be considered as time worked for seniority and lay-off.
5. Senior High - In the event of lay-off, an assistant principal who is bumped has the right to bump the most junior assistant principal.
6. Middle School - In the event of layoff, the assistant principal who is bumped has the right to bump the most junior assistant principal.

For purposes of this section seniority for assistant principals shall be defined as the length of continuous service in such positions. In the event of a tie in seniority, seniority for such individuals shall be determined by length of service as an assistant principal in the Quincy Public Schools. In the event that seniority ties are not broken as a result of the above, seniority shall be determined by length of continuous service from date of initial contract in the Quincy Public Schools.

7. Elementary - In the case of an elementary assistant principal, an assistant principal who is bumped has the right to bump the most junior assistant principal.
8. Members who are laid off and wish to exercise fallback rights into the bargaining unit described in Article II of this Agreement shall do so in accordance with the following:
 - a. Laid-off members may move to a position similar to the one he/she held prior to having been appointed to the administrative post.
 - b. In the event a member wishes to exercise bumping rights into a second certification area in the teachers' unit competence shall be proven in the same manner as classroom teachers.
 - c. Seniority after the change in status for said administrator(s) shall include the total number of years of continuous service in the Quincy Public Schools, regardless of position.
9. Assistant principal(s) who are on layoff because of reduction in force shall be on a recall list for the first eighteen (18) months of lay-off and shall have preference over new applicants for any new position or full time vacancy that the Committee is going to fill. The failure of a principal/assistant principal to accept the assignment within fifteen (15) school days of notification thereof shall automatically remove that principal/assistant principal from the recall list.
10. If an assistant principal moves to a classroom position where there are no administrative duties, it is understood that his/her salary will be at the classroom teacher's schedule at whatever years of experience he/she may have.
11. On or before January 1 of each year, the Superintendent shall prepare and promulgate a complete seniority list. A copy of said list shall be placed in each school building of the Quincy Public Schools with three (3) copies sent to the Association.

ARTICLE 29 MIDDLE SCHOOL

Any and all changes in this Agreement which refer to "Middle School" or "Middle School Personnel" are agreed upon by the parties with the understanding that:

1. Such negotiated changes shall not be used as evidence or as a precedent in any court case involving the Middle School/Junior High School issue in the City of Quincy.
2. In the event that a court of competent jurisdiction determines that the Junior High School principals and/or Junior High School assistant principals should be returned to their positions as principals and/or assistant principals in the Quincy Public Schools, any and all items in the Memorandum of Agreement which address such Middle School principals and/or Middle School assistant principals shall become null and void and the applicable language in the Agreement in effect for the school year 1981-82 shall become operative for the term of this Memorandum of Agreement with appropriate salary adjustments.

**ARTICLE 30
LONGEVITY**

Section A – Longevity Plan A

In recognition of years of service to the Quincy Public Schools, members shall receive the following longevity payment in addition to their basic salary:

After 15 years of service	\$400
After 20 years of service	\$500
After 25 years of service	\$600
After 30 years of service	\$750

Said compensation shall be paid in a lump-sum payment in the first paycheck in December. Eligibility shall be based upon a members years of service as of September 10th of the work year of payment.

Section B – Longevity Plan B

1. Bargaining unit members with twenty (20) completed years of service in the Quincy Public Schools may elect longevity payments for the three (3) consecutive years following the member’s application and acceptance under the provisions of Article 30 in the following amounts:.

Effective September 1, 2002

First year of participation	\$5,000
Second year of participation	\$5,000

Third year of participation \$5,500

2. Longevity payments specified in Section a (Longevity Plan A) of this Article will cease upon application and acceptance into Longevity Plan B. No member who is receiving or has received payments under Longevity Plan B shall receive Payments under Longevity Plan A. Discontinuation in Longevity Plan A shall become effective on September 1 of the school year in which the member receives his/her first payment of five thousand (\$5,000) dollars.

3. Payment for accumulated and unused sick leave days specified in paragraph 5 of Article 10 (Sick Leave) will cease upon application and acceptance into Longevity Plan B. In order to be eligible for Longevity Plan B, at the time of application, members must have at least thirty (30) days of accumulated sick leave and shall relinquish the thirty (30) days of accumulated sick leave upon acceptance into Longevity Plan B.

4. Bargaining unit members will be entitled to the entire sum of fifteen thousand five hundred (\$15,500) dollars regardless of date of termination. Payments will continue until the remaining credit is exhausted if an entitled unit member resigns, retires or otherwise severs his/her employment with the Quincy Public Schools.

5. Members shall be allowed to elect and accept Longevity Plan B only once during their employ by the City of Quincy and the Quincy Public Schools.

6. Participation in Longevity Plan B is irrevocable thirty (30) days after receipt of notification of acceptance into the Plan.

7. Application for Longevity Plan B shall be made on the **LONGEVITY PLAN B APPLICATION FORM** attached hereto as Exhibit F. Applications must be submitted to the Superintendent on or before July 30, 1999 for participation during the 1999-2000 work year and on or before January 30th of the school year prior to the school year in which the payments are to begin for every year thereafter.

8. The number of members accepted into Longevity Plan B shall be limited as set forth in Section B.9 below. The School Committee may unilaterally extend the number of participants at its discretion. In the event the number of applicants exceeds any limitations, participants with the greatest number of years of service to the Quincy Public Schools shall be selected. In case of a tie(s) applicant(s) with the earliest date of hire shall be selected. Further tie(s) shall be determined by lot.

9. The Committee shall provide Longevity Plan B for up to four (4) new (first year) participants each year.

10. The Committee and the Association agree to create a Catastrophic Sick Leave Program ("Program"). The purpose of the Program is to provide additional sick leave for members who are applicants for Longevity Plan B and have exhausted their own accumulated

sick leave as the result of a life threatening and/or extremely serious illness or accident. The Program shall be subject to the following conditions:

- A. Members shall apply for up to thirty (30) sick leave days from the Program is writing to the Superintendent.
- B. Approval of days from the Program shall be made by the Catastrophic Sick Leave Program Committee (“Program Committee”) which shall be composed of the Superintendent and the Association President. Approval of the Program Committee shall require consent of both members .
- C. Upon approval of the Program Committee, a joint request shall be made to all members of the bargaining unit for voluntary donations of one or more unused and accumulated sick leave days. Said request shall not contain the identity of the applicant nor shall it identify the nature of the illness or disability. In the event greater than thirty (30) sick leave days are donated, the Program Committee shall determine which donation will be accepted and the remainder shall be returned to the donors.
- D. The Program Committee may request medical documentation
- E. It is understood that the Program is not to be used for routine illnesses and accidents.
- F. Decisions of the Program Committee are final

**ARTICLE 31
PROFESSIONAL DISCRETIONARY FUND**

A. In recognition of the economic demands placed upon members of Unit C to remain current and licensed in their fields of expertise, to provide a meaningful learning environment within the classrooms of the Quincy Public Schools and to continue to grow professionally for the good of all within the community, the Committee and the Association agree as follows:

- 1. A Professional Discretionary Fund (PDF) in the amount of seventy-five (\$75.) dollars shall be established on September 30th of each school year by the Committee for each member of the bargaining unit in active service or on approved, paid leave of absence. The amount of the PDF shall be increased to:

School Year 2012-2013 - \$515.00

School Year 2013-2014 - \$540.00

School Year 2014-2015 - \$565.00

- 2. The PDF may be used, at the discretion of the unit member, for the following purposes:
 - a. Recertification costs;

- b. Course reimbursement;
 - c. Educational supplies, materials, or equipment for individual professional use;
 - d. Other professional development.
3. Eligible members shall submit either a **PDF REQUEST FOR REIMBURSEMENT** or a Quincy School Department Purchase Requisition to access the funds in their PDF. See Exhibit E.
4. Funds in the PDF must be utilized on or before May 15 of each year. Request for reimbursement shall be submitted to the Business Office by September 30 for payment in October, prior to the December vacation for payment in January and prior to May 15th for payment in June on a request form with verification mutually agreeable to the parties.
5. If a member resigns, retires, dies, or otherwise terminates his/her employment with the Quincy Public Schools, the unexpended balance for that contract year of their PDF shall be transferred to the replacement teacher.

**ARTICLE 32
DURATION**

This Agreement shall become effective September 1, 2015 and shall remain in full force and effect through August 31, 2020.

IN WITNESS WHEREOF the parties of this Contract have caused these presents to be executed by their agent hereunto duly authorized, and their seals to be affixed hereto, on this _____ day of August, 2017.

**SCHOOL COMMITTEE
OF THE CITY OF QUINCY**

QUINCY EDUCATION ASSOCIATION, INC.

EXHIBIT A

GENERAL LAWS CHAPTER 71

SECTIONS 41, 41A, 42, 42D, 43

Section 41 Professional Teacher Status

For the purposes of this section, a teacher, school librarian, school adjustment counselor, school nurse, school social worker or school psychologist who has served in the public schools of a school district for three (3) consecutive years shall be considered a teacher, and shall be entitled to professional teacher status as provided in section forty-two. The superintendent of said district, upon the recommendation of the principal, may award such status to any teacher who has served in the principal's school for not less than one (1) year or to a teacher who has obtained such status in any other public school district in the Commonwealth. A teacher without professional teacher status shall be notified in writing on or before June fifteenth (15th) whenever such person is not to be employed for the following school year. Unless such notice is given as herein provided, a teacher without such status shall be deemed to be appointed for the following school year.

School principals, by whatever title their positions may be known, shall not be represented in collective bargaining. School principals may enter into individual employment contracts with the districts that employ them concerning the terms and conditions of their employment.

Except as provided herein, Section forty-two (42) shall not apply to school principals, assistant principals or department heads, although nothing in this section shall deny to any principal, assistant principal or department head any professional teacher status to which he/she shall be otherwise be entitled. A principal, assistant principal, department head or other supervisor who has served in that position in the public schools of the district for three (3) consecutive years shall not be dismissed or demoted except for good cause. Only a superintendent may dismiss a principal. A principal, assistant principal, department head or other supervisor shall not be dismissed unless he has been furnished with a written notice of intent to dismiss with an explanation of the grounds for the dismissal, and, if he so requests, has been given a reasonable opportunity within seven (7) days after receiving such notice to review the decision with the superintendent at which meeting such employee may be represented by an attorney or other representative to present information pertaining to the basis for the decision and to such employee's status. A principal, assistant principal, department head or other supervisor may seek review of a dismissal or demotion decision by filing a petition with the commissioner for arbitration. Except as provided herein, the procedures for arbitration, and the time allowed for the arbitrator to issue a decision, shall be the same as that in section forty-two (42). The commissioner shall provide the parties with the names of three (3) arbitrators who are members of the American Arbitration Association. The arbitrators shall be different from those developed pursuant to section (forty-two (42)). The parties each shall have the right

to strike one (1) of the three (3) arbitrator's names if they are unable to agree upon a single arbitrator from among the three.

A school committee may award a contract to a superintendent of schools or a school business administrator for periods not exceeding six (6) years which may provide for the salary, fringe benefits, and other conditions of employment, including but not limited to, severance pay, relocation expenses, reimbursement for expenses incurred in the performance of duties or office, liability insurance, and leave for said superintendent or school business administrator. Nothing in this section shall be construed to prevent a school committee from voting to employ a superintendent of schools who has completed three (3) or more years' service to serve at its discretion.

Section 41A Leaves of Absence of Professional Staff

A school committee may grant a leave of absence for study or research to any teacher, registered nurse, principal, supervisor, director, school librarian, school business administrator, superintendent or assistant superintendent, serving at discretion which would increase his professional ability, such leave to be for a period not exceeding one (1) year at full or partial pay; provided, however, that prior to the granting of such leave he/she shall enter into a written agreement with the school committee that upon termination of such leave he/she will return to service in the public schools of such city or town for a period equal to twice the length of such leave and that, in default of completing such service, he/she will refund to the city or town 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. A school committee may also grant a leave of absence to any teacher, registered nurse, principal, supervisor, school business administrator, or superintendent serving at discretion, for service to a statewide professional organization of which such teacher, registered nurse, principal, supervisor, school business administrator, or superintendent is a member and has been elected to hold the office of president therein, such leave to be for a period not exceeding four (4) full years at full or partial pay; provided, that such professional educational organization shall reimburse the school committee for any salary paid to said teacher, registered nurse, principal, supervisor, school business administrator, or superintendent during such period. A school committee may pay compensation to any employee granted a leave of absence under this section from any grants or gifts received for the purpose of this section pursuant to section thirty-seven A (37A), as well as from funds appropriated therefore.

Any teacher, registered nurse, principal, supervisor, director, school librarian, school business administrator, superintendent or assistant superintendent, who is elected to a state office, or elected by the people to the office of mayor shall, upon his written request made to the school committee, be granted a leave of absence without pay from his position for all or such portion of the term for which he was elected as he may from time to time designate, and shall not as a result of such election, be suspended or discharged or suffer any loss of rights.

Section 42 Dismissal of Teachers

A principal may dismiss or demote any teacher or other person assigned full-time to the school, subject to the review and approval of the superintendent; and subject to the provisions of this section, the superintendent may dismiss any employee of the school district. In the case of an employee whose duties require him to be assigned to more than one (1) school, and in the case of teachers who teach in more than one (1) school, those persons shall be considered to be under the supervision of the superintendent for all decisions relating to dismissal or demotion for cause.

A teacher who has been teaching in a school system for at least ninety (90) calendar days shall not be dismissed unless he/she has been furnished with written notice of intent to dismiss and with an explanation of the grounds for the dismissal in sufficient detail to permit the teacher to respond and documents relating to the grounds for dismissal, and, if he/she so requests, has been given a reasonable opportunity within ten (10) school days after receiving such written notice to review the decision with the principal or superintendent, as the case may be, and to present information pertaining to the basis for the decision and to the teacher's status. The teacher receiving such notice may be represented by an attorney or other representative at such a meeting with the principal or superintendent. Teachers without professional teacher status shall otherwise be deemed employees at will.

A teacher with professional teacher status, pursuant to section forty-one (41), shall not be dismissed except for inefficiency, incompetency, incapacity, conduct unbecoming a teacher, insubordination, or failure on the part of the teacher to satisfy teacher performance standards developed pursuant to section thirty-eight (38) of this chapter, or other just cause.

A teacher with professional teacher status may seek review of a dismissal decision within thirty (30) days after receiving notice of his/her dismissal by filing a petition for arbitration with the commissioner. The commissioner shall forward to the parties a list of three (3) arbitrators provided by the American Arbitration Association. Each person on the list shall be accredited by the National Academy of Arbitrators. The parties each shall have the right to strike one (1) of the three (3) arbitrators' names if they are unable to agree upon a single arbitrator from among the three. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association to be consistent with the provisions of this section. The parties each shall have the right to strike one (1) of the three (3) arbitrators' names if they are unable to agree upon a single arbitrator from among the three. The board of education shall determine the process for selecting arbitrators for the pool. The fee for the arbitration shall be split equally between the two parties involved in the arbitration.

At the arbitral hearing, the teacher and the school district may be represented by an attorney or other representative, present evidence, and call witnesses and the school

district shall have the burden of proof. In determining whether the district has proven grounds for dismissal consistent with this section, the arbitrator shall consider the best interests of the pupils in the district and the need for elevation of performance standards.

The arbitrator's decision shall be issued within one (1) month from the completion of the arbitral hearing, unless all parties involved agree otherwise, and shall contain a detailed statement of the reasons for the decision. Upon a finding that the dismissal was improper under the standards set forth in this section, the arbitrator may award back pay benefits, reinstatement, and any other appropriate non-financial relief or any combination thereof. Under no circumstances shall the arbitrator award punitive, consequential, or nominal damages, or compensatory damages other than back pay, benefits, or reinstatement. In the event the teacher is reinstated, the period between the dismissal and reinstatement shall be considered to be time served for purposes of employment. The arbitral decision shall be subject to judicial review as provided in chapter one hundred and fifty C (150C). With the exception of other remedies provided by statute, the remedies provided hereunder shall be the exclusive remedies available to teachers for wrongful termination. The rules governing this arbitration procedure shall be the rules of the American Arbitration Association as pertains to arbitration.

Neither this section nor section forty-one (41) shall affect the right of a superintendent to lay off teachers pursuant to reductions in force or reorganization resulting from declining enrollment or other budgetary reasons. No teacher with professional teacher status shall be laid off pursuant to a reduction in force or reorganization if there is a teacher without such status for whose position the covered employee is currently certified. No teacher with such status shall be displaced by a more senior teacher with such status in accordance with the terms of a collective bargaining agreement or otherwise unless the more senior teacher is currently qualified pursuant to section thirty-eight G (38G) for the junior teacher's position,

Section 42D Suspension of Teachers

The superintendent may suspend any employee of the school district subject to the provisions of this section. The principal of a school may suspend any teacher or other employee assigned to the school subject to the provisions of this section. Any employee shall have seven (7) days written notice of the intent to suspend and the grounds upon which the suspension is to be imposed; provided, however, that the superintendent may, for good cause, require the immediate suspension of any employee, in which case the employee shall receive written notice of the immediate suspension and the cause therefore at the time the suspension is imposed. The employee shall be entitled (I) to review the decision to suspend with the superintendent or principal if said decision to suspend was made by the principal; (II) to be represented by counsel in such meetings; (III) to provide information pertinent to the decision and to the employee's status. No teacher or other employee shall be suspended for a period exceeding one (1) month, except with the consent of the teacher or other employee, and no teacher or other employee shall receive compensation for any period of lawful suspension.

No teacher shall be interrogated prior to any notice given to him relative to the suspension unless the teacher or other employee is notified of his right to be represented by counsel during any such investigation. A suspended teacher or other employee may seek review of the suspension by following the arbitration procedures set forth in section forty-two (42). Nothing in this section shall be construed as limiting any provision of a collective bargaining agreement with respect to suspension of teachers or other employees.

Section 43 Reduction of Salaries; Conditions

The salary of no teacher employed with professional teacher status in any city or town except Boston shall be reduced without his consent except by a general salary revision affecting equally all teachers of the same salary grade in the town or except in connection with a reduction in status from full-time to part-time pursuant to a reduction in force resulting from declining enrollments or other budgetary reasons or pursuant to reorganizations for academic or budgetary reasons. Nothing in this section or in any other section of this chapter shall be construed to prevent a school district from entering into an individual annuity contract for such employee or from reducing the salary or compensation of such employee pursuant to such agreement for the purpose of such purchase as authorized by section thirty-seven B (37B).

**APPENDIX B – 1
ADMINISTRATIVE SALARY SCHEDULE
ELEMENTARY SCHOOL ASSISTANT PRINCIPALS
EFFECTIVE AUGUST 31, 2015**

4 YEAR LEVEL		4 1/2 YEAR LEVEL		5 YEAR LEVEL	
STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT
2	48,604	2	50,748	2	52,890
3	51,175	3	53,318	3	55,461
4	55,461	4	57,602	4	59,748
5	58,462	5	60,604	5	62,747
6	61,462	6	63,603	6	65,749
7	64,461	7	66,606	7	68,749
8	67,461	8	69,606	8	71,747
9	70,464	9	72,605	9	74,748
10	75,178	10	77,318	10	77,746
				11	82,460

5 1/2 YEAR LEVEL		6 YEAR LEVEL		6 1/2 YEAR LEVEL		7 YEAR LEVEL	
STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT
2	55,032	2	57,174	2	57,924	2	59,320
3	57,602	3	59,748	3	60,498	3	61,890
4	61,890	4	64,034	4	64,784	4	66,174
5	64,891	5	67,034	5	67,784	5	69,174
6	67,890	6	70,032	6	70,782	6	72,174
7	70,893	7	73,032	7	73,782	7	75,178
R	73,890	8	76,035	8	76,785	8	78,176
9	76,890	9	79,034	9	79,784	9	81,176
10	79,890	10	82,036	10	82,786	10	84,177
11	84,604	11	85,033	11	85,783	11	87,177
		12	89,746	12	90,496	12	91,889

Middle School Assistant Principals

STEP	LEVEL A (5)	LEVEL B (5 1/2)	LEVEL C (6)	Level D (6 1/2)	LEVEL D (7)
1	87,150	89,218	94,312	95,062	98,414
2	89,696	91,828	96,940	97,690	101,045
3	92,462	94,456	99,572	100,322	103,675
4	94,953	97,088	102,202	102,952	106,305

High School Assistant Principals

STEP	LEVEL A(5)	LEVEL B (5 1/2)	LEVEL C (6)	Level D (6 1/2)	LEVEL D (7)
1	91,995	94,127	99,238	99,988	103,342
2	94,623	96,753	101,864	102,614	105,970
3	97,255	99,383	104,499	105,249	108,607
4	99,885	102,015	107,128	107,878	111,232

APPENDIX B – 2
ADMINISTRATIVE SALARY SCHEDULE
ELEMENTARY SCHOOL ASSISTANT PRINCIPALS
EFFECTIVE SEPTEMBER 1, 2015 – 1%

4 YEAR LEVEL		4 1/2 YEAR LEVEL		5 YEAR LEVEL		5 1/2 YEAR LEVEL		6 YEAR LEVEL		6 1/2 YEAR LEVEL		7 YEAR LEVEL	
STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT
2	49,090	2	51,255	2	53,419	2	55,582	2	57,746	2	58,503	2	59,913
3	51,687	3	53,851	3	56,016	3	58,178	3	60,345	3	61,103	3	62,509
4	56,016	4	58,178	4	60,345	4	62,509	4	64,674	4	65,432	4	66,836
5	59,047	5	61,210	5	63,374	5	65,540	5	67,704	5	68,462	5	69,866
6	62,077	6	64,239	6	66,406	6	68,569	6	70,732	6	71,490	6	72,896
7	65,106	7	67,272	7	69,436	7	71,602	7	73,762	7	74,520	7	75,930
8	68,136	8	70,302	8	72,464	8	74,629	8	76,795	8	77,553	8	78,958
9	71,169	9	73,331	9	75,495	9	77,659	9	79,824	9	80,582	9	81,988
10	75,930	10	78,091	10	80,252	10	80,689	10	82,856	10	83,614	10	85,019
				11	83,285	11	85,450	11	85,883	11	86,641	11	88,049
								12	90,643	12	91,401	12	92,808

Middle School Assistant Principals

STEP	Level A (5)	Level B (5 1/2)	Level C (6)	Level D (6 1/2)	Level E (7)
1	88,022	90,110	95,255	96,013	99,398
2	90,593	92,746	97,909	98,667	102,055
3	93,387	95,401	100,568	101,325	104,712
4	95,903	98,059	103,224	103,982	107,368

High School Assistant Principals

STEP	Level A (5)	Level B (5 1/2)	Level C (6)	Level D (6 1/2)	Level E (7)
1	92,915	95,068	100,230	100,988	104,375
2	95,569	97,721	102,883	103,640	107,030
3	98,228	100,377	105,544	106,301	109,693
4	100,884	103,035	108,199	108,957	112,344

**APPENDIX B-3
ADMINISTRATIVE SALARY SCHEDULE
ELEMENTARY SCHOOL ASSISTANT PRINCIPALS
EFFECTIVE SEPTEMBER 1, 2016 (2%)**

4 YEAR LEVEL		4 1/2 YEAR LEVEL		5 YEAR LEVEL			
STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT		
2	50,072	2	52,280	2	54,487		
3	52,721	3	54,928	3	57,136		
4	57,136	4	59,342	4	61,552		
5	60,228	5	62,434	5	64,641		
6	63,319	6	65,524	6	67,734		
7	66,408	7	68,617	7	70,825		
8	69,499	8	71,708	8	73,913		
9	72,592	9	74,798	9	77,005		
10	77,449	10	79,653	10	80,093		
				11	84,951		
5 1/2 YEAR LEVEL		6 YEAR LEVEL		6 1/2 YEAR LEVEL		7 YEAR LEVEL	
STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT
2	56,694	2	58,901	2	59,673	2	61,111
3	59,342	3	61,552	3	62,325	3	63,759
4	63,759	4	65,967	4	66,741	4	68,173
5	66,851	5	69,058	5	69,831	5	71,263
6	69,940	6	72,147	6	72,920	6	74,354
7	73,034	7	75,237	7	76,010	7	77,449
8	76,122	8	78,331	8	79,104	8	80,537
9	79,212	9	81,420	9	82,194	9	83,628
10	82,303	10	84,513	10	85,286	10	86,719
11	87,159	11	87,601	11	88,374	11	89,810
		12	92,456	12	93,229	12	94,664
Middle School Assistant Principals							
STEP	Level A (5)	Level B (5 1/2)	Level C (6)	Level D (6 1/2)	Level E (7)		
1	89,782	91,912	97,160	97,933			
2	92,405	94,601	99,867	100,640	101,386		
3	95,255	97,309	102,579	103,352	104,096		
4	97,821	100,020	105,288	106,062	106,806		
					109,515		
High School Assistant Principals							
STEP	Level A (5)	Level B (5 1/2)	Level C (6)	Level D (6 1/2)	Level E (7)		
1	94,773	96,969	102,235	103,008	106,463		
2	97,480	99,675	104,941	105,713	109,171		
3	100,193	102,385	107,655	108,427	111,887		
4	102,902	105,096	110,363	111,136	114,591		

**APPENDIX B-4
ADMINISTRATIVE SALARY SCHEDULE
ELEMENTARY SCHOOL ASSISTANT PRINCIPALS
EFFECTIVE SEPTEMBER 1, 2017 (2%)**

4 YEAR LEVEL		4 1/2 YEAR LEVEL		5 YEAR LEVEL	
STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT
2	51,073	2	53,326	2	55,577
3	53,775	3	56,027	3	58,279
4	58,279	4	60,529	4	62,783
5	61,433	5	63,683	5	65,934
6	64,585	6	66,834	6	69,089
7	67,736	7	69,989	7	72,242
8	70,889	8	73,142	8	75,391
9	74,044	9	76,294	9	78,545
10	78,998	10	81,246	10	81,695
				11	86,650

5 1/2 YEAR LEVEL		6 YEAR LEVEL		6 1/2 YEAR LEVEL		7 YEAR LEVEL	
STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT
2	57,828	2	60,079	2	60,866	2	62,333
3	60,529	3	62,783	3	63,572	3	65,034
4	65,034	4	67,286	4	68,076	4	69,536
5	68,188	5	70,439	5	71,228	5	72,688
6	71,339	6	73,590	6	74,378	6	75,841
7	74,495	7	76,742	7	77,530	7	78,998
8	77,644	8	79,898	8	80,686	8	82,148
9	80,796	9	83,048	9	83,838	9	85,301
10	83,949	10	86,203	10	86,992	10	88,453
11	88,902	11	89,353	11	90,141	11	91,606
		12	94,305	12	95,094	12	96,557

Middle School Assistant Principals

STEP	Level A (5)	Level B (5 1/2)	Level C (6)	Level D (6 1/2)	Level E (7)
1	91,578	93,750	99,103	99,892	103,414
2	94,253	96,493	101,864	102,653	106,178
3	97,160	99,255	104,631	105,419	108,942
4	99,777	102,020	107,394	108,183	111,705

High School Assistant Principals

STEP	Level A (5)	Level B (5 1/2)	Level C (6)	Level D (6 1/2)	Level E (7)
1	96,668	98,908	104,280	105,068	108,592
2	99,430	101,669	107,040	107,827	111,354
3	102,197	104,433	109,808	110,596	114,125
4	104,960	107,198	112,570	113,359	116,883

**APPENDIX B-5
ADMINISTRATIVE SALARY SCHEDULE
ELEMENTARY SCHOOL ASSISTANT PRINCIPALS
EFFECTIVE SEPTEMBER 1, 2018 (2%)**

4 YEAR LEVEL		4 1/2 YEAR LEVEL		5 YEAR LEVEL	
STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT
2	52,094	2	54,393	2	56,689
3	54,851	3	57,148	3	59,445
4	59,445	4	61,740	4	64,039
5	62,662	5	64,957	5	67,253
6	65,877	6	68,171	6	70,471
7	69,091	7	71,389	7	73,687
8	72,307	8	74,605	8	76,899
9	75,525	9	77,820	9	80,116
10	80,578	10	82,871	10	83,329
				11	88,383

5 1/2 YEAR LEVEL		6 YEAR LEVEL		6 1/2 YEAR LEVEL		7 YEAR LEVEL	
STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT
2	58,985	2	61,281	2	62,083	2	63,580
3	61,740	3	64,039	3	64,843	3	66,335
4	66,335	4	68,632	4	69,438	4	70,927
5	69,552	5	71,848	5	72,653	5	74,142
6	72,766	6	75,062	6	75,866	6	77,358
7	75,985	7	78,277	7	79,081	7	80,578
8	79,197	8	81,496	8	82,300	8	83,791
9	82,412	9	84,709	9	85,515	9	87,007
10	85,628	10	87,927	10	88,732	10	90,222
11	90,680	11	91,140	11	91,944	11	93,438
		12	96,191	12	96,996	12	98,488

Middle School Assistant Principals					
STEP	Level A (5)	Level B (5 1/2)	Level C (6)	Level D (6 1/2)	Level E (7)
1	93,410	95,625	101,085	101,890	105,482
2	96,138	98,423	103,901	104,706	108,302
3	99,103	101,240	106,724	107,527	111,121
4	101,773	104,060	109,542	110,347	113,939

High School Assistant Principals					
STEP	Level A (5)	Level B (5 1/2)	Level C (6)	Level D (6 1/2)	Level E (7)
1	98,601	100,886	106,366	107,169	110,764
2	101,419	103,702	109,181	109,984	113,581
3	104,241	106,522	112,004	112,808	116,408
4	107,059	109,342	114,821	115,626	119,221

**APPENDIX B-6
ADMINISTRATIVE SALARY SCHEDULE**

**ELEMENTARY SCHOOL ASSISTANT PRINCIPALS
EFFECTIVE SEPTEMBER 1, 2019 (3%)**

4 YEAR LEVEL		4 1/2 YEAR LEVEL		5 YEAR LEVEL					
STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT				
2	53,657	2	56,025	2	58,390				
3	56,497	3	58,862	3	61,228				
4	61,228	4	63,592	4	65,960				
5	64,542	5	66,906	5	69,271				
6	67,853	6	70,216	6	72,585				
7	71,164	7	73,531	7	75,898				
8	74,476	8	76,843	8	79,206				
9	77,791	9	80,155	9	82,519				
10	82,995	10	85,357	10	85,829				
				11	91,034				
5 1/2 YEAR LEVEL		6 YEAR LEVEL		6 1/2 YEAR LEVEL		7 YEAR LEVEL			
STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT		
2	60,755	2	63,119	2	63,945	2	65,487		
3	63,592	3	65,960	3	66,788	3	68,325		
4	68,325	4	70,691	4	71,521	4	73,055		
5	71,639	5	74,003	5	74,833	5	76,366		
6	74,949	6	77,314	6	78,142	6	79,679		
7	78,265	7	80,625	7	81,453	7	82,995		
8	81,573	8	83,941	8	84,769	8	86,305		
9	84,884	9	87,250	9	88,080	9	89,617		
10	88,197	10	90,565	10	91,394	10	92,929		
11	93,400	11	93,874	11	94,702	11	96,241		
		12	99,077	12	99,906	12	101,443		

Middle School Assistant Principals

STEP	Level A (5)	Level B (5 1/2)	Level C (6)	Level D (6 1/2)	Level E (7)
1	96,212	98,494	104,118	104,947	108,646
2	99,022	101,376	107,018	107,847	111,551
3	102,076	104,277	109,926	110,753	114,455
4	104,826	107,182	112,828	113,657	117,357

High School Assistant Principals

STEP	Level A (5)	Level B (5 1/2)	Level C (6)	Level D (6 1/2)	Level E (7)
1	101,559	103,913	109,557	110,384	114,087
2	104,462	106,813	112,456	113,284	116,988
3	107,368	109,718	115,364	116,192	119,900
4	110,271	112,622	118,266	119,095	122,798

EXHIBIT C

SCHEDULE OF DIFFERENTIALS AND STIPENDS

Members who are appointed to positions set forth in Exhibit D of the teacher contract shall be compensated as set forth therein.

EXHIBIT D

CH. 258, S.9 INDEMNIFICATION OF PUBLIC EMPLOYEES

Public employers may indemnify public employees from personal financial loss and expenses, including legal fees and costs, if any, in an amount not to exceed one million dollars (\$1,000,000.) arising out of any claim, action, award, intentional tort, or by reason of any act or omission which constitutes a violation of the civil rights of any person under any federal or state law; if such employee or official at the time of such intentional tort or such act or omission was acting within the scope of his official duties or employment. No such employee or official shall be indemnified under this section for violation of any such civil rights if he acted in a grossly negligent willful or malicious manner.

For purposes of this section, persons employed by a joint health district, regional health district or regional board of health, as defined by sections twenty-seven A (27A) and twenty-seven B (27B) of chapter one hundred and eleven (111) shall be considered employees of the city or town in which said incident, claim, suit or judgment is brought pursuant to the provisions of this chapter. Added by St. 1978, c. 512, a. 15; amended by St. 1980, c. 315, s.2.**EXHIBIT E**

QUINCY PUBLIC SCHOOLS

PROFESSIONAL DISCRETIONARY REIMBURSEMENT FORM

BUDGET ACCOUNT #01-299-230-000-516

Name _____

School or Work Station _____

Instructional Supplies, Texts or Software	\$	Instructional Equipment	\$	Professional Conferences, Courses, Membership, or Journals	\$	Other	\$
TOTAL							

Total reimbursement Requested: \$_____ [Maximum \$335 per school year].

Signature: _____

Prior Requests Submitted \$_____ Date

Submitted: _____

(This school year only)

DIRECTIONS

1. Submit two (2) copies of the completed form to the Quincy Public Schools Business Office; keep a third copy for your records.
2. Please submit all information requested. Be careful to record amounts requested in the correct column for budget allocations.
3. Copies of receipts and/or cancelled checks/VISA, etc. statements must be attached to both forms to substantiate purchases. (Copies of both front and back of checks are needed.) Accounts Payable requires that small cash register receipts be attached to an 8 ½ X 11 sheet of paper with the total to be reimbursed on each receipt circled.

4. City of Quincy Sales Tax Exemption Number (046-001-409) may be used when purchases are made. Sales tax cannot be reimbursed.
5. Submit this form prior to the December vacation for payment in January or prior to April 30th for payment in May.
6. Reimbursement not requested by April 30th cannot be processed for payment prior to school closing and funds are not available to be held over into the next fiscal year.
7. If this is a joint reimbursement, please indicate on form the name and school of each person who is part of the group. Payment will be made to the person submitting the form.

The Professional Discretionary Fund (PFD) established in Article XXXII of the Q.E.A. Unit A Contract, "...may be used, at the discretion of the unit member, for the following purposes:

1. Recertification costs;
2. Course reimbursement;
3. Educational supplies, materials, or equipment for individual professional use.
4. Other professional development."

If this is a group reimbursement, please indicate the name, the school, and the allocation per person.

NAME	SCHOOL OR WORK STATION	ALLOCATION
TOTAL		

EXHIBIT F

QUINCY PUBLIC SCHOOLS

LONGEVITY PLAN B APPLICATION FORM

Name _____

School or Work Station _____

I, _____, hereby submit this application for participation in the Longevity Plan B as described in Article XXX (Longevity), Section B of the Agreement between the Quincy Education Association and the Quincy School Committee. I have read the description of Longevity Plan B and fully understand that, if accepted:

1. I shall receive three (3) longevity payments in the amount of five thousand (\$5,000) dollars per payment during each of three (3) consecutive years.
2. Effective on September 1, of the school year in which I receive my first payment of five thousand (\$5,000) dollars, my participation in Longevity Plan A shall cease.
3. Upon acceptance into Longevity Plan B, I shall cease to be eligible for compensation for accumulated and unused sick leave days as set forth in Article X (Sick Leave), paragraph 5.
4. My participation in Longevity Plan B is irrevocable as described in Section B 6 of Article XXX.

I am requesting that the first of the three (3) payments of five thousand (\$5,000) dollars be made during the contract year _____ - _____.

Submitted this _____ day of _____, _____, by

Signature

NO REPRISALS

- A. The Committee will permit all members to return to their normal duties without disciplinary action or any other form of reprisal or discrimination with regard to Professional Teacher Status or conditions of employment because of the work stoppage or other collective actions which occurred during the work year that commenced on September 1, 2006, up to and including the date of the members' return to work on June.
- B. The Committee agrees not to commence or prosecute or continue to prosecute any suit, action or administrative proceeding against the Association, its affiliates, or their officers, employees, or members, individually, or in a representative capacity, as a result of the work stoppage or other collective actions which occurred during the period that commenced on September 1, 2006, up to and including the date of the members' return to work.
- C. The Association hereby agrees to reimburse the Committee for any expenses or damages that the Committee incurred as a result of the strike that occurred from June 8, 2007 to the teachers' return to work. If the Committee and the Association are unable to agree by July 1, 2007, the amount to be reimbursed, the parties hereby agree to be bound by the decision of an arbitrator, said arbitration to occur pursuant to the rules and regulations of the American Arbitration Association.
- D. The Committee also agrees to withdraw the petition filed in LRC Case No SI-07-276 and to take all necessary steps to dismiss the Superior Court enforcement action that has been instituted as a result thereof including, and to the maximum possible extent, recommend application of the fines imposed by the Court against damages.
- E. The Association shall not take any reprisals against any members of the bargaining unit who worked during the strike or against any students or parents.
- F. The Committee agrees to dismiss and/or withdraw all prohibited practice charges and other legal actions that it has filed against the Association in connection with these negotiations.
- G. The Association agrees to dismiss and/or withdraw all prohibited practice charges and other legal actions that it has filed against the Committee in connection with these negotiations.
- H. Employees who participated in the strike will be docked pay for the days of their participation. Such pay will be made up when the make-up days are worked.
- I. The Committee hereby agrees that it will schedule, and the Association agrees to work, a school year of one hundred eighty (180) days of instruction for the school

year 2006-2007 and the members of the teachers' bargaining unit shall be paid their regular negotiated compensation for all days worked.

- J. Upon the bargaining unit members' return to work pursuant to this agreement, the School Committee agrees that it will present no further evidence or make additional allegations to the Labor Relations Commission in connection with Case No. SI-07-276, or in any other Strike Investigation concerning the strike that began on June 8, 2006.

- K. Conditioned upon the vote of the Association's membership to return to work, the Committee agrees that Wednesday, June 13, 2007, shall be deemed a day upon which bargaining unit members were not required to report to work and the Committee shall so advise the Massachusetts Labor Relations Commission and the Superior Court provided; however, that nothing in this provision shall affect: (i) the number of days that bargaining unit members are required to work during the school year; or (ii) entitle a bargaining unit member to compensation for any day upon which s/he did not actually provide services to the school system.