

Article I

RECOGNITION

Section 1. The School Committee of the City of Everett hereby recognizes the Everett Public Schools Administrators Association as the exclusive bargaining agent for all of the following employees in a bargaining unit that shall hereinafter sometimes be referred to as "Unit B".

All Vice-Principals, Assistant Principals, Submasters, Directors, and Curriculum Analyst in all schools excluding all other employees of the Everett School Department.

Section 2. The parties agree that the relationship between them shall be governed by the terms of this Agreement which shall neither be modified nor changed except by a written memorandum signed by their respective duly-authorized representatives.

Article II

ACADEMIC FREEDOM

Section 1. It is agreed that the private and personal life of an individual covered by this Agreement is not an appropriate concern of the School Committee except to the extent that it may interfere with each individual's responsibilities to a relationship with students and/or the school system.

Section 2. No religious and/or political activities of any such individual (provided such activities do not take place during his working hours) or lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such individual.

Section 3. There shall be no discrimination, interference, restraint or coercion by the School Committee or its agents against any individual covered by this Agreement because of membership or non-membership in the Association. The services of the Everett School Administrators Association in its capacity as bargaining agent shall be available to all employees in the unit covered by this Agreement.

Article III

DUES DEDUCTION

The Committee hereby accepts the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts and shall certify to the City Treasurer all payroll deductions for the payment of dues to the Association duly authorized by Administrators covered by this Agreement.

Article IV

COMMITTEES

Whenever the School Committee establishes a joint committee with the classroom teachers to study and make recommendations pertaining to matters which are also of concern to the Administrators in Units A&B, the School Committee agrees that at least two Administrators from Unit B shall be part of the joint committee.

Article V

ASSOCIATION ACTIVITY ON SCHOOL PROPERTY

Section 1. Administrators shall have the right to post notices, circulars and other Association material on the teachers' bulletin boards. The Superintendent or his designee will receive a copy of all such notices, circulars and materials for approval which approval will be required prior to posting except in the cases of notices of meetings, provided that any such required approval will not be unreasonable withheld or delayed.

Section 2. Administrators' mail boxes may be used for the distribution of materials authorized by the Association, or by a representative of Unit B. The Superintendent will be notified prior to any such distribution.

Section 3. School buildings will be made available for Unit B meetings of the Administration unit without cost except that if the meetings are held at times which require additional custodial services, such cost shall be borne by Unit B. the Administration Unit.

Article VI

SALARIES

Section 1. There shall be a three step salary schedule for all bargaining unit positions.

Section 2. Effective July 1, 2015, all base salaries and advanced study increments shall be increased by three percent (3%).

Section 3. Effective July 1, 2016, all base salaries and advanced study increments shall be increased by an additional two percent (2%).

Section 4. Effective July 1, 2017, all base salaries and advanced study increments shall be increased by an additional two percent (2%).

Section 5. The foregoing percentage increases shall be applicable to all Administrators who are either currently working the 226 day schedule or who agree to begin working that schedule.

Section 6. The base salary schedules and advanced study increment schedules, as increased by the forgoing percentages, that will be in effect during the term of this Agreement are set forth in the appendices that are attached hereto and made a part of hereof.

Section 7. Beginning with fifteen (15) years of permanent service in the field of education, and working in the Everett Public Schools, Administrators shall receive a longevity allowance for fifteen (15) years of service and for each additional five (5) years of service in the Everett Public Schools in accordance with the following schedule:

<u>Years of Service</u>	<u>Longevity Allowance</u>
15	\$1200
20	1500
25	1800
30	3600
35	4000
40	4200

Administrators must request a change in years of service (every 5 years) in writing to the Assistant Superintendent of Business Affairs and Pupil Personnel Services.

Permanent service in the city of Everett prior to teaching (as a policeman or fireman, for example) shall be included in the longevity allowance service computation.

Section 8. Administrators who are eligible for longevity pay shall receive their entire longevity allowance for any given year in a lump sum in the first paycheck in July of each year. Their longevity entitlement for that year shall be based upon their number of years of service as of the immediately preceding June 30th. Any Administrator who retires after June 30 and before the issuance of the first paycheck in July of any given year shall receive his/her longevity allowance for the last year of employment at the same time in July as all other eligible Administrators receive their lump sum longevity allowance payments and the amount of the retiree's longevity allowance shall be credited to his/her last year's salary for the purpose of computing his/her retirement benefit. In the event of the death of an Administrator after June 30th of any year, his/her longevity allowance shall be paid to his/her family or estate when the other eligible Administrators receive their lump sum longevity payments in July of that year.

Section 9.

- (a) Any Administrator who wishes to do so may attend a national convention at his own expense.
- (b) Sufficient money shall be budgeted each year to pay for the normal expenses of a reasonable number of Administrators who wish to attend professional regional and state conventions and conferences if they so desire, provided they are members in good standing.
- (c) Sufficient money shall be budgeted each year to pay the reasonable expenses of all Administrators who attend workshops, seminars or other professional improvement sessions at the request of or with the approval of the Superintendent.

**See Appendix A

Article VII

SICK LEAVE

Section 1. Administrators covered by this Agreement shall be entitled to fifteen school days of sick leave per year. The entire unused portion of an Administrator's annual sick leave shall be accumulated up to a maximum of one hundred five (135) days at the start of any school year. It is the intent of the parties that, during any school year, an Administrator shall be entitled to fifteen school days to sick leave plus whatever amount of unused school year he/she had accumulated as of the start of that year.

Section 2. In the case of absences for periods in excess of ten school days, a doctor's certificate will be submitted to the Superintendent upon his request.

Section 3. In accordance with the existing practice, an Administrator may be granted additional sick leave at the discretion of the School Committee when all of the accumulated sick leave has been used.

Section 4. In accordance with the present practice, Administrators who are absent for the following reasons may be allowed full pay, at the discretion of the Superintendent, with the understanding that the time lost will be deducted from their sick leave for the current year:

- (a) Jewish holidays by persons of the Jewish faith,
And
- (b) Serious illness or emergency in the immediate family.

Section 5. Upon retirement, an Administrator shall receive a lump sum payment in the amount of \$90 for each accumulated day of unused sick leave up to 135 days. This payment shall be made for any day of unused sick leave accumulated as of the start of the retiree's last school year and not used by him during that year as well as for the entire unused portion of his annual sick leave for that last year

so that the maximum number of accumulated sick leave for which said payment may be made is one hundred thirty five (135). Upon the death of any Administrator, the said lump sum payment shall be made to his or her family or estate.

Section 6. A maternity leave of absence without pay of up to one (1) year will be granted to a pregnant Administrator: however, an Administrator on maternity leave may apply her accumulated sick leave days to that period of her maternity leave during which she is disabled from working due to her pregnancy. An Administrator who is pregnant may remain in active service until the termination of her pregnancy, provided that, at the end of the fourth month of pregnancy, she must furnish an appropriate medical certificate of her fitness to continue in her position. In subsequent months an Administrator may be required to furnish further medical certification; and, at the end of the seventh month of pregnancy, she must submit a written statement from her physician indicating how long she may safely continue her active employment prior to the expected date of confinement.

In all cases, an Administrator may be required to begin a leave under this section if the Superintendent determines that he or she is not adequately performing the duties of the administrative position or there are reasons of personal medical safety warranting commencement of the leave. A physician's certificate of fitness may be required before an Administrator may return to his or her position.

An Administrator who is on maternity leave shall not be entitled to accrue paid sick leave during the period of such leave except to the extent that Administrators on other types of leave are entitled to accrue paid sick leave.

Article VIII

PERSONAL LEAVE

Administrators shall be allowed two days off for personal business each year exclusive of sick leave. Administrators will be allowed to accumulate up to three personal leave days per year, but may carry over no more than one unused day into the next school year beginning July 1. The Superintendent shall be notified in advance of the day to be taken and the reason for the leave. A personal day may not be taken the day before or the day after a vacation or holiday except for extenuating circumstances. Administrators may carry over one unused personal day into the next school year beginning July 1.

Article IX

BEREAVEMENT LEAVE

In the case of the death of an Administrator's husband, wife, son, daughter, father, mother, sister, brother, father-in-law, or mother-in-law, no reduction of salary will be made for an absence not exceeding four (4) days; one day will be allowed for the funeral of a

grandparent, grandchild, aunt, uncle, niece, nephew or other in-law. Reduction of salary for other absences on account of death shall be left to the discretion of the Superintendent.

Article X

SABBATICAL LEAVE

Every seven years, each Administrator shall become eligible for a sabbatical leave of one year for study or research at one-half of the annual salary. Such leaves shall be according to the General Laws of the Commonwealth of Massachusetts, Chapter 71, Section 41A. All requests for such leave must receive the approval of the Superintendent and be submitted to him at least six months prior to the last School Committee meeting in June. When the request for sabbatical leave has been approved, the recipient of such approval must sign a contract to remain in the Everett School System five years subsequent to the completion of the leave.

Article XI

MILITARY LEAVE

Section 1. The Committee will comply with all applicable state and federal laws with respect to military leaves of absence.

Article XII

PERSONAL INJURY BENEFITS

Section 1. Any Administrator who is entitled to Workers Compensation for a work-related injury or illness may apply a pro-rata portion of his sick leave to the period of his disability in order to maintain his regular salary during the period of his disability.

Section 2. The School Committee may grant additional sick leave to an Administrator who is disabled because of a work-related injury or illness after all of the Administrator's accumulated sick leave has been so applied to the period of his work-related disability.

Article XIII

INSURANCE

Section 1. In accordance with the existing practice, the School Committee and the Human Resources Department will offer the participation of the Administrators in the city of Everett municipal employees' (1) group insurance plan, (2) basic medical expense plan, and (3) extraordinary medical expense plan.

Section 2. The School Committee agrees to make all necessary payroll deductions for participation in such plans.

Section 3. The School Committee agrees to investigate the feasibility of providing by means of insurance or otherwise that, in the event of the death of an Administrator during the course of a contract year, his spouse or other designated beneficiary shall be paid his salary for the remainder of that contract year.

Article XIV

ANNUITY PLAN

Section 1. Administrators will be eligible to participate in a number of tax-sheltered annuity plans.

Article XV

WORK DAYS & WORK YEAR

Section 1. This work year of all members of the administrators' bargaining unit (except for those covered by Article VI, Section 6) shall be 226 days.

Section 2. The work day of all members of the bargaining unit (Assistant Principals, Submasters, Directors, and Curriculum Analyst shall be from 7:00 a.m. to 4:00 p.m., two hundred twenty-six (226) days a year. In summer from July 1 to the first Administrators meeting in August, the work day shall be 7:00a.m.-3:00 p.m.

Article XVI

ADMINISTRATOR ASSIGNMENTS

Section 1. The Everett Public Schools is an Equal Opportunity Employer and does not discriminate on the basis of an individual's race, creed, color, national origin, sex, age, ancestry, sexual orientation, gender identity, disability or marital status.

Article XVII

VACANCIES

Section 1. Whenever a vacancy occurs in a position covered by this Agreement, it will be adequately publicized by the Superintendent by means of a notice posted in each school as far in advance of the appointment as possible. If qualification for the position are established, they will likewise be posted and will not be changed without due notice to the Association.

Section 2. Administrators will be given an adequate opportunity to make application for such vacant position which application shall be filled within two weeks from the date the notice is posted. The Committee agrees to give due weight to the professional background and attainments of all such applicants including the length and quality of teaching and/or administrative service of such applicants and other relevant factors.

Section 3. The School Committee's election to fill any such vacancy shall be conducted immediately upon completion of the two-week posting period specified in Section 2.

Section 4. All openings for summer and evening schools and positions under federal and state programs will be adequately publicized in each building as early as possible and the provisions of Sections 1, 2 and 3 above will be equally applicable.

Section 5. All appointments to any such vacancy shall be made without discrimination on the basis of an individual's race, creed, color, national origin, sex, age, ancestry, sexual orientation, gender identity, disability or marital status.

Article XIX

ADMINISTRATOR TRANSFERS

Section 1. Administrators desiring a lateral transfer to a comparable position in another school shall submit a written request to the Superintendent stating the assignment preferred. Such requests must be submitted between September 1 and March 1 of each school year to be considered for the next school year; however, requests may be submitted after March 1 and

before June 1 of a school year when the existence of a vacancy becomes known for the first time after March 1.

Article XX

ADMINISTRATOR EVALUATION

All Administrators will be evaluated by an Assistant Superintendent or the Superintendent.

Section 1. Administrators will have the right, upon request, to review the contents of their personnel file with the exception of recommendations provided by outside individuals or agencies at any reasonable time. An Administrator will be entitled to have a representative of the Association accompany him during such review.

Section 2. No material derogatory to an Administrator's conduct, service, character or personality and no notice of disciplinary action will be placed in his file unless the Administrator has first had the opportunity to review the material. The Administrator will acknowledge that he has had the opportunity to review such material by affixing his signature to the copy that is to be filed with the specific understanding that such signature in no way indicates his agreement with the contents thereof. The Administrator will also have the right to submit a written answer to such materials and his answer shall be reviewed by the Superintendent who shall attach the answer to the file copy.

Section 3. Any complaints of any kind regarding an Administrator made to the Superintendent or reported to him as having been made by any parent, student or other-person will be promptly called to the attention of the Administrator.

Section 4. No Administrator will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.

Section 5. An Administrator shall be given the opportunity to respond in writing to any rebuttal filed by a teacher to the Administrator's evaluation of that teacher. The Administrator's response shall be filed with the teacher's rebuttal.

Article XXI

ADMINISTRATOR PROTECTION

Section 1. Administrators will immediately report in writing to the applicable Assistant Superintendent and to the Superintendent of Schools all cases of assault suffered by them in connection with their employment. This report shall then be forwarded to the School Committee which will comply with any reasonable request from the Administrator for assistance or for information in its possession relating to the incident or persons involved.

Section 2. Administrators shall be indemnified for any expenses or damages sustained by reason of any action or claim brought against them for death or bodily injury to a person or property damage sustained on account of their alleged negligence or any other act of theirs done while acting in their capacities as Administrators. The Committee shall request the City Solicitor to represent the Administrator in any such action or claim; if he fails or refuses to do so, then the Administrator may retain an attorney of his choice whose fee and expenses shall be borne by the School Committee. It is the intent of the parties that this section be construed in accordance with Chapter 253 of the General Laws except that it is understood that any reasonable doubt as to whether the act complained of was committed by the Administrator while acting in that capacity shall be resolved in his favor.

Section 3. All Administrators shall be covered by a professional liability policy.

Article XXII

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Definitions

- (a) A grievance shall be defined as any dispute, difference or controversy concerning those matters covered by this Agreement which exist between the Association and the School Committee or between an Administrator and his superior or the School Committee.
- (b) An aggrieved person is the person or persons instituting the claim. The Association may be an aggrieved person within the meaning of this article.
- (c) A party in interest is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

Section 2. Purpose

- (a) The purpose of the grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise affecting the welfare or working conditions of Administrators. Both parties agree that these provisions will be kept as informal and confidential as may be appropriate at any level of the procedure.

Section 3. Procedure

- (a) Whenever an Administrator has a grievance, he or she shall first discuss it informally the head of the bargaining unit or immediate supervisor in an effort to resolve it. Such discussions shall be initiated within five school

days after the occurrence of the facts giving rise to the grievance or within five school days after the occurrence of the facts giving rise to the grievance or within five school days after the aggrieved person should reasonably have had knowledge of the occurrence of those facts, whichever occurs later.

- (b) If the grievance is not disposed of to the aggrieved person's satisfaction as the result of his discussion with his immediate supervisor, then within ten school days thereafter, he shall submit his grievance to the Superintendent of Schools. The written grievance shall contain a concise statement of the facts giving rise to it, shall refer to the applicable provisions of the contract, if any, shall describe the remedy sought, and shall be signed by the aggrieved person.

Within ten school days after his receipt of the written grievance, the Superintendent or his designee shall meet with the aggrieved person and, if he so elects, a representative of the Association for the purpose of discussing the grievance. The Superintendent or his designee shall answer the grievance in writing within ten school days after the said meeting; if the answer denies the grievance in whole or in part, it shall contain the reasons for the denial.

- (c) An Administrator who is directly responsible to the Superintendent and who is an aggrieved person within the meaning of this article shall institute his grievance at the step in the grievance procedure described in subsection within ten school days after the occurrence of the facts giving rise to the grievance or within ten school days after the aggrieved person should reasonably have had knowledge of the occurrence of those facts, whichever occurs later.

Those grievances which involve a substantial number of all of the Administrators employed in Unit B may be filed by the Association on their behalf and should also be instituted at the step in the grievance procedure described in subsection (b) within ten school days after to occurrence of the facts giving rise to the grievance or within ten school days after the Association should reasonably have had knowledge of the occurrence of those facts, whichever occurs later. Such grievances shall be signed by a representative of the Association.

- (d) If the grievance is not satisfactorily disposed of at the Superintendent's level, it may be referred to the School Committee within ten school days after the receipt of the Superintendent's written answer. The School Committee shall discuss the grievance with the aggrieved person and/or his counsel and/or a representative of the Association at one of the two regular School Committee meetings next following the referral of the grievance to it provided that in no event shall the grievance not be discussed at a School Committee meeting for more than thirty school days after its referral to that level.

The School Committee shall give its written answer to the grievance within ten school days following the conclusion of the meeting at which it is discussed; if the answer denies the grievance in whole or in part, it shall contain the reasons for the denial.

- (e) If no satisfactory settlement of the grievance is made at the School Committee level, then, if the grievance involves the interpretation or application of the terms of this Agreement, it may be appealed to arbitration by the Association which shall provide written notice of its intention to so appeal the grievance within thirty school days after the receipt of the School Committee's answer.

Promptly after the delivery of the said notice, the School Committee or the Association may submit the grievance to the Massachusetts State Board of Conciliation and Arbitration for arbitration and decision in accordance with its applicable rules. The decision of the Board in any such arbitration proceeding shall be final and finding upon the School Committee, the Association and the aggrieved employee.

Section 4. General

- (a) Since it is important that grievances be processed as rapidly as possible, the parties agree to make every effort to complete each step in the process within the number of days hereinafter stated. The time limits specified may, however, be extended by mutual agreement.
- (b) In the event a grievance, which if left unresolved until the beginning of the following school year could result in serious harm to the aggrieved person's position, is filed late in the school year, the time limits set forth herein will be reduced by as much as necessary to enable the grievance procedure to be

exhausted prior to the end of the school year, if possible, or as soon thereafter as practicable.

- (c) In the event any of the discussions or meetings described in the grievance procedure or any of the answers required therein are not held or given within the time limits specified and there has been no agreement to extend those time limits, the grievance may then be processed to the next step of the grievance procedure.
- (d) No reprisals of any kind will be taken against any aggrieved person, any party in interest, any member of the Association or any participant in the grievance procedure by reason of such participation.
- (e) Any aggrieved person or any party in interest may be represented at all stages of the grievance procedure by a person of his own choosing except that he may not be represented by a representative or an officer of any Administrator organization other than the Association or its affiliates. When an Administrator is not represented by the Association, the Association shall, nevertheless, have the right to be present and to state its views commencing at the Superintendent's level; the Superintendent or the School Committee shall provide the Association with adequate notice of any meeting scheduled pursuant to this article.
- (f) The School Committee will, upon request, provide the Association with copies of any documents in its possession which directly relate to any grievance which is processed pursuant to this article in order to enable the Association exercise an informed judgment on all pending grievances. All School Committee minutes, with the exception of those of executive sessions, shall be made available for the perusal of the Association at the administration offices. All document, communication and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

Article XXIII

MISCELLANEOUS PROVISIONS

Section 1. Administrators will be consulted in the preparation of the annual school calendar.

Section 2. The Committee will, upon request, provide the Association with any documents within its possession which will assist in developing intelligent, accurate, informed and constructive programs on behalf of the Administrators.

Section 3. The Association will be provided with copies of the approved minutes of all official Committee meetings. A copy of the official agenda of all such meetings and any attached documents will be given to the Association at least two full calendar days prior to the said meeting, where possible, exclusive of any and all material for an executive session. This means all administrators will get a copy of School Committee agenda.

Section 4. The Committee and the Association will carry out, to the maximum extent possible, the commitments contained herein and give them full force and effect. The Committee will amend its administrative regulations and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.

Section 5. The School Committee shall provide the Association with sufficient advance notice of any proposed consolidation of schools or departments or of any proposed reorganization of the Everett Public School System or any part thereof that will have an actual or potential impact upon the scope of the Association's bargaining unit or upon their respective duties and responsibilities so as to enable the Association to engage in meaningful discussions on that impact with the School Committee's representatives before any final decision is reached. In the event that any reduction in the size of the bargaining unit does result from any such consolidation or reorganization, the applicable provisions of law will be adhered to.

Section 6. The Administrators shall work with the Superintendent in providing professional development for teachers. Administrators who participate in any workshop, committee or similar activity with teachers for which the participating teachers are compensated at the tutoring rate shall be compensated at the same tutoring rate as the teachers for all time spent in connection with any such workshop, committee or similar activity.

Section 7. All Administrators will be provided each year with up-to-date copies of all collective bargaining agreements covering the employees over whom they have supervisory responsibility.

Article XXIV

SEPARABILITY AND SAVINGS CLAUSE

Section 1. If any article or section of this Agreement or modification thereto should become invalid by operation of law or by the decision of any tribunal of competent jurisdiction, or if the compliance with or enforcement of any article or section should be restrained by any such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any modification thereto, or the application of such article or section to persons or circumstances other than those to which it has been held invalid or as to which compliance with or enforcement has been restrained, shall not be affected thereby.

Section 2. In the event that any article or section is held invalid or in the event that enforcement of or compliance with any such article or section has been restrained as set forth above, the parties shall immediately enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of any such invalidity or restraint.

Article XXV

DURATION

Section 1. This Agreement shall take effect as of July 1, 2015 and shall continue in full force and effect until June 30, 2018 and from year to year thereafter unless either party gives the other written notice of its desire to terminate or modify the Agreement prior to December 31, 2017 or any anniversary thereof unless either party gives the other written notice of its desire to terminate or modify the Agreement prior to December 31, 2017 or any anniversary thereof.

Section 2. Negotiations for a new or modified Agreement shall commence within fifteen days after the delivery of any such written notice.