

BETWEEN

BILLERICA SCHOOL COMMITTEE

AND

BILLERICA ADMINISTRATORS' GROUP  
AFFILIATE WITH  
MASSACHUSETTS ASSOCIATION OF PROFESSIONAL  
SCHOOL ADMINISTRATORS

DURATION

JULY 1, 2015 TO JUNE 30, 2018

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**ARTICLE 1** **PARTIES AND UNIT**

- A.** This Agreement is made between Billerica Administrator Group hereinafter referred to as the "Union", and the School Committee, hereinafter referred to as the "Committee".
- B.** The Committee recognizes the Union as the exclusive bargaining representative of the education administrative personnel, hereinafter referred to as "Administrators", and such other educators as may be regularly assigned to administrative functions for at least fifty percent of the work week excluding principals, managerial and confidential employees as defined in G.L. Ch. 150E.

**ARTICLE 2** **DUES CHECK-OFF AND AGENCY FEE**

- A.** Upon compliance by the Union with the necessary statutory requirements, the Committee will require, as a condition of employment, the payment of dues by a member of the Union and the payment of an agency fee by a non-member on or after the thirtieth day following the beginning of such employment or effective date of the Bargaining Agreement, whichever is the later.
- B.** The Union has represented to the Committee that the amount of Union dues and agency fee is proportionately commensurate with the cost of collective bargaining and administration. The Union may secure authorizations for payroll deductions for Union dues and agency fees. The Committee will request the Treasurer of the Town of Billerica to submit such sums in total to the Union.
- C.** The Union shall indemnify and save the Committee or Town of Billerica harmless against all claims, demands, suits, or other form of liability which may arise by reason of any action taken in making deductions and remitting the same to the Union pursuant to the foregoing section.

**ARTICLE 3** **GRIEVANCE PROCEDURE**

- A.** A "grievance" is hereby defined to mean a complaint by an Administrator or group of Administrators based on any alleged violation of this Agreement, or a dispute involving the meaning, interpretation, or application thereof.
- B.** Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits to the aggrieved employee and to the Union shall permit the

aggrieved party or parties to proceed to the next step. Failure of any step of the procedure to appeal the grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.

- C. A grievance that affects a group or class of Administrators, may be submitted in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.
- D. If any employee covered by this Agreement shall present any grievance without representation by the Union, that disposition, if any, of the grievance shall be consistent with the provision of this Agreement. The Union shall be permitted to be heard at each level of the procedure under which the grievance shall be considered unless it be of a personal nature.

### **Grievance Resolution**

- Level One:** An informal settlement between the Administrator and his immediate superior will be attempted.
- Level Two:** An Administrator with a grievance, with or without the Union, shall present the grievance to his immediate superior in writing within fifteen week days of the occurrence of the event upon which the grievance is based.
- Level Three:**
- (a) In the event that the grievance shall not have been disposed of to the satisfaction of the aggrieved employee at Level Two, or in the event that no decision has been reached within five school days after presentation of the grievance to the immediate superior, the grievance shall within the next five days be referred to the Superintendent of Schools.
  - (b) The Superintendent or his designee shall represent the Committee at this Level of the grievance procedure. Within five school days after receipt of the written grievance by the Superintendent, he shall meet with the aggrieved employee and the Union in an effort to settle the grievance.
- Level Four:** In the event that the grievance shall not have been disposed of at Level Three or in the event that no decision has been rendered within five school days after the Level Three meeting, the

grievance shall be referred in writing to the Committee. Within five school days, thereafter, the Committee shall meet with the Union in an effort to settle the grievance.

***Level Five:***

In the event that the grievance shall not have been satisfactorily disposed of at Level Four, or in the event that no decision has been rendered within five school days after the Level Four meeting, the Union may within five school days refer the unsettled grievance to arbitration. The arbitrator shall be selected by an Agreement between the parties. If the parties are unable to agree upon an arbitrator, the selection shall be made by the American Arbitration Association, in accordance with its Rules and Regulations. The costs for the services of the arbitrator shall be borne equally by the Committee and the Union.

The arbitrator shall be without power or authority to make a decision either prohibited by law, or to add to, alter, or modify this Agreement.

The decision of the arbitrator shall be in writing and shall set forth his findings of fact, reasoning, and conclusions of the issues submitted. The decisions shall be final and binding on the parties.

**ARTICLE 4**

**WORK STOPPAGE**

During the term of the Agreement or any extension or renewal hereof, the Union or its agents shall not cause, sponsor, or assist and no professional employee covered by this Agreement shall cause or participate in any strike, work stoppage, and concerted absence or other illegal activity directed against the Billerica School System. Employees who participate in any such activity may be disciplined.

Upon request of the Union, the Superintendent will meet with the Union and/or Administrators to clarify and specify Administrator responsibilities in the event of a possible strike or other work stoppage by employees outside of the bargaining unit.

**ARTICLE 5 DUTIES AND RESPONSIBILITIES**

The Superintendent in consultation with Administrators designated by the Union shall revise and review Administrator job descriptions by December 31, 2013. Thereafter, it is recognized that it is the Superintendent and the Committee's right to make changes in said duties and responsibilities but the making and implementation of any such changes shall be consistent with the Union's Ch. 150E rights to be notified of and have an opportunity to bargain mid-term working condition changes. Any new job descriptions and new or reorganized position(s) will be discussed with representatives from the Union.

Additionally, upon the request of either the Superintendent or the Union, the Superintendent, in consultation with Administrators designated by the Union, shall from time to time revise and review Administrator job descriptions.

**ARTICLE 6 DUTY DAY**

The minimum times set forth below are not expected to be sufficient to enable an Administrator to fulfill all of the requirements of the position and each Administrator will be expected to schedule themselves for whatever additional time is needed to fulfill the requirements. The Committee recognizes that the Administrators have contributed more time to their positions than has been required.

**A. BUILDING ADMINISTRATORS**

The minimum required duty during the school year for building Administrators is fifteen minutes before the starting time for teachers in their building to fifteen minutes after the teachers' dismissal time. Additionally, building Administrators are required to attend evening open houses and parent conferences held in their building.

**B. CURRICULUM ADMINISTRATORS**

In recognition that Curriculum Administrators serve all schools, Curriculum Administrators shall work a minimum of seven (7) hours per day. Curriculum Administrators are required to attend and/or conduct after school curriculum/and/or MCAS meetings limited to no more than one meeting per week.

**C. SUMMER HOURS**

Summer hours for all Administrators are 9:00 a.m. to 3:00 p.m. with one hour for lunch with an option of 9:00 a.m. to 2:00 p.m. with no lunch.

- D.** The Administrator may upon occasion use good judgment in modifying his/her schedule on a given day to attend to personal matters. The Administrator shall inform the Superintendent's office of these occurrences.

**ARTICLE 7****DISABILITY LEAVE**

- A.** Administrators will be credited with fourteen (14) days of Disability Leave per school year.
- B.** Unused Disability Leave will accumulate from year to year up to a maximum of 335 days. The provisions of this article will only be applicable to Teachers and Administrators actively employed prior to August 31, 2007. For those unit members employed after August 31, 2007, the maximum number of unused disability leave shall be 210 days.
- C.** Administrators on tenure will receive one additional day's Disability Leave each year, and there will be no limitation on the accumulation of this extra day.
- D.** In order to receive the benefit of this article, when an Administrator will be unable to be present because of illness, he/she shall notify their immediate superior as promptly as possible.
- E.** Disability Leave with pay shall be granted only in cases of the employee's own incapacitation due to sickness or injury except that ten days per year may be used to care for a member of the immediate family as defined under Article 9, Section A, provided that when possible the Administrator will follow the notification time limits set forth in Article 11, Section A.
- F.** In any instance where the School Administration believes that such Leave is being abused, or used for purposes other than those for which it was intended, payment for the day or days involved will be withheld. The Administration has the same rights of claim verification as those conferred upon insurers by G.L. Ch. 152 Sections 20 and 45.
- G.** Pursuant to Ch. 71, Sec. 55B of the General Laws, an Administrator excluded or removed from employment on account of tuberculosis in a communicable state, shall be carried on such Leave with pay for the entire period of such exclusion or removal, with the two

year limitation as set forth in the statute, in addition to any accumulated Disability Leave.

- H. Each Administrator shall receive a notice of accrued Disability Leave during the month of September.
- I. Any Administrator whose personal illness extends beyond the period compensated will be granted a Leave of Absence for such time as it is necessary for complete recovery up to one year. The Committee at its discretion may extend this period. Further compensation may be granted at the discretion of the Committee.

## **ARTICLE 8**

### **LONG TERM DISABILITY**

- A. Any Administrator with ten (10) or more years of service in Billerica who has exhausted his or her accumulated sick leave shall be eligible for up to one hundred and thirty-five (135) days of long term disability (LTD) pay at a rate of seventy-five percent (75%) of his or her base salary before the disability for which the LTD benefit is sought. Administrators with less than ten (10) years of service in Billerica shall be eligible for this benefit if they have accumulated sixty percent (60%) or more of their possible sick leave days.
- B. LTD pay is only for the purpose of a sickness or disability of the Administrator that exceeds fifteen (15) continuous school days in duration.
- C. Once exhausted, LTD days can be earned back at a rate of ten (10) per year up to the maximum of one hundred and thirty-five (135).
- D. As a condition of eligibility for LTD pay the School Administration may require the Administrator to permit it to view all medical records relevant to the Administrator's request for such pay and require the Administrator to be available for an examination by a physician or other appropriate medical professional employed and designated by the school system.
- E. The provisions of this article will only be applicable to teachers and administrators actively employed prior to August 31, 2007.

**ARTICLE 9****BEREAVEMENT LEAVE**

- A.** Administrators shall be allowed up to five consecutive school days' leave without loss of pay in the case of death in the immediate family or in the case of a death of a person when the Administrator is solely responsible for all funeral arrangements of the deceased. The term "immediate family" shall include only the Administrator's spouse, child, mother, father, brother, sister, or relatives living in the Administrator's household. The above five (5) school days will not impact more than seven (7) consecutive calendar days.
- B.** Administrators shall be allowed up to three (3) school days' leave without the loss of pay in the event of death of a mother-, father-, brother-, or sister-in-law, grandparent or grandchild. The above three school days will not impact more than five (5) consecutive calendar days.
- C.** Administrators shall be allowed one day's leave without loss of pay in the event of the death of an aunt, uncle, niece or nephew of the Administrator or spouse, if the deceased was not living in the household. This day is only for the purpose of attending the funeral.
- D.** These provisions shall be administered in the light of their purpose which is to provide opportunity to enable the employee to attend the funeral and/or to attend to family or personal matters arising as a result of death.
- E.** In extraordinary circumstances, additional days may be allowed at the discretion of the Superintendent.

**ARTICLE 10****MATERNITY LEAVE**

- A.** A present Administrator shall be granted Maternity Leave without pay to terminate not more than two years after the termination of the pregnancy. Such Leave shall commence upon the Administrator's discretion, provided the ability to perform to the fullest all aspects of the job while pregnant is maintained. No dispute as to such ability shall be arbitrable.
- B.** In order to facilitate scheduling as a condition of eligibility for Maternity Leave the Administrator must promptly notify the office of the Superintendent upon becoming aware of the pregnancy.

- C.** An Administrator on Maternity Leave shall notify the Superintendent of Schools of the intent to return at any time during the two-year period after a termination of pregnancy and shall be reinstated as soon as a vacancy occurs.
- D.** Unless the Administrator returns to duty at the expiration of the two-year period, employment shall be terminated.
- E.** An Administrator who by May 1, notifies the Superintendent of the intent to return in September, may return to duty in September. Salary placement shall be at the next step on the salary schedule.
- F.** As with other extended unpaid Leaves, time spent on Maternity Leave by a non-tenure Administrator shall not count towards tenure. In no event, however, shall this contract be interpreted as conferring any greater rights with respect to Maternity Leave, than the rights - if any - to such Maternity Leave that might be conferred by Law.
- G.** Nothing in this provision will detract from rights that anyone may have under the laws of the Commonwealth.

## **ARTICLE 11**

### **PERSONAL LEAVE**

- A.** Each Administrator shall be granted two days of Personal Leave annually. The Administrator's immediate supervisor shall be notified as soon as possible and not less than twenty-four hours before the absence occurs, whenever possible. Requests for a personal day which extends holiday or vacation periods shall be in writing accompanied by a reason. Approval of such requests shall not be unreasonably withheld. Unused Personal Leave shall be accumulated as Disability Leave. Additional Personal Leave may be granted at the discretion of the Superintendent.
- B.** The Committee at its discretion may grant or extend unpaid leaves of absence for self-improvement or compelling personal reasons.
- C.** Unused personal leave shall be accumulated as disability leave only for Teachers and Administrators actively employed prior to August 31, 2007.

**ARTICLE 12****MILITARY LEAVE**

- A.** The Committee will comply with all State and Federal Laws with respect to Military Leave. Such Leave will be granted to an Administrator who serves for one required term in any branch of the Armed Forces of the United States. Upon return from such Leave, an Administrator will be placed on the salary schedule at the level which would have been achieved had active employment with the system not been interrupted by such Leave. Up to a maximum of two years of such Leave will be so credited.
- B.** Administrators required to perform their annual tour of military reserve duty while school is in session shall be paid the difference between their usual pay and their military pay for a tour of duty not exceeding seventeen calendar days. Insofar as possible, Administrators should schedule their reserve duty for times when school is not in session.
- C.** An Administrator shall be granted the regular salary without loss of pay when required to report for a selective service examination during regularly scheduled hours and it has not been possible for him to schedule that examination at a different time.

**ARTICLE 13****REIMBURSEMENTS**

- A.** An administrator will be reimbursed for the cost established by the Department of Education for an administrator's recertification in the primary area of recertification required by the Department. This provision is not intended to reimburse administrators for costs incurred prior to the execution of this Agreement to obtain certification.
- B.** The Committee shall pay the registration fees and reasonable expenses for travel (including fees, meals, lodging, and/or transportation) incurred by administrators who attend workshops, seminars, conferences, or other professional improvement sessions or to visit other schools. Such requests shall generally be made at least ten (10) days prior to the event and shall be approved by the Superintendent of Schools. Additionally, each Administrator may submit a request for attendance at these professional meetings with estimate cost thereof for the succeeding fiscal year in accord with the annual budget preparation guidelines. The School Department shall honor any such request if it has been approved in the budget passed by Town Meeting.

**ARTICLE 14****UNION LEAVE**

Upon a request submitted by the bargaining unit for representation at a conference or convention for Administrators or Union delegates, the Superintendent may in his discretion determine the length of the leave and the number of delegates permitted to attend.

**ARTICLE 15****SABBATICAL LEAVE**

- A.** Sabbatical Leave will be available after seven years of service in the Billerica Public Schools for advanced study as approved by the Superintendent. Requests must be received by the Superintendent of Schools in writing not later than June 1 of the calendar year preceding the year in which the leave is sought.
- B.** Successful applicants will receive seventy-five percent of the salary to which they would have been entitled provided that the amount, when coupled with any scholarship, grant, or aid, shall not exceed the salary to which they would have been entitled.
- C.** Before beginning a Sabbatical Leave, an Administrator shall agree in writing to return to active service in the Billerica Schools for a period of at least two school years following the expiration of the Sabbatical Leave period. An Administrator who does not fulfill this agreement shall repay to the Town of Billerica within a three year calendar period, the amount of salary received during the Sabbatical Leave, or the pro rata proportion thereof as the time worked bears to the two school years. Provided, however, that the Administrator shall be released from such payment if his failure to serve the two years is due to illness, disability, death, or discharge from service by the Committee.
- D.** An Administrator returning from Sabbatical Leave shall be placed in a comparable position and on the step of the salary schedule which would have been attained as if service within the school system had not been interrupted by the Sabbatical and may be eligible for insurance benefits according to the Town Policy while on leave. No Administrator may reapply for a second Sabbatical Leave unless he has completed seven years since his last leave in the Billerica School System.
- E.** Sabbatical Leave requests may be denied for financial reasons if it appears to the school committee that the funds might be more needed for educational program at the time the Sabbatical Leave is proposed to be in effect.

**ARTICLE 16 MAINTENANCE OF RIGHTS**

All benefits to which an Administrator was entitled at the time the Leave of Absence commenced, shall be restored upon return including the return to the position, or its equivalent, from which the Leave has been obtained so long as said positions exist. A failure to return to work from any of the afore said leaves in Articles 7 through 15 inclusive or a failure to provide a statement of reasons therefore in writing within five (5) working days after the original anticipated return to work date shall constitute job abandonment via resignation.

**ARTICLE 17 JURY DUTY SERVICE**

In the event that any employee covered by this agreement is required to perform and does perform jury service, the employee shall be compensated the difference between compensation received from performance of jury duty service and the employee's regular salary provided the employee furnished appropriate evidence from the court of such service, and had made every effort to schedule such service during a school vacation.

**ARTICLE 18 PROFESSIONAL ASSOCIATION MEMBERSHIPS/MILEAGE**

The Committee will provide for the continued membership of the Administrators in State and National professional associations and such other professional associations approved by the Committee, not to exceed \$400. Each Administrator may submit a request for payment for in-district mileage at the approved IRS mileage rate.

**ARTICLE 19 VACANCIES**

- A.** Permanent vacancies within the school system in the area covered by this Agreement shall be posted for a minimum of fifteen days prior to the vacancy being filled.
- B.** The qualifications necessary to adequately fulfill the demands of such position shall be contained on the posted notice in addition to classification title and salary.
- C.** The Committee agrees to give consideration to the professional background and qualifications when Administrators within the system apply for another Administrative opening.

**ARTICLE 20****TRANSFERS**

- A.** When transfers are necessary, Administrators' professional background and other qualifications will be considered in determining which Administrator is to be transferred. Administrators being transferred will be transferred where possible to a comparable position. A transfer will be made only after a meeting between the Administrator involved and the Superintendent at which time the Administrator will be notified of the reason for the transfer. Notice of transfer will be given to Administrators as soon as practicable and under normal circumstances not later than June 1, except in cases of an emergency nature.
- B.** A lateral transfer is a transfer to a different school building in the same job classification, i.e., assistant principal. Any such Administrator desiring a lateral transfer may submit annually a written request by February 1, specifying both the vacancy(s) preferred and the reasons for the request. The Superintendent shall set forth his reasons in writing for not granting the request whenever the position(s) requested become vacant and is filled by someone else.

**ARTICLE 21****LEGAL ASSISTANCE, CLAIMS AND INDEMNIFICATION**

- A.** The School Committee will make every reasonable effort to persuade the Town to exercise its authority under Ch. 258 of the General Laws to defend and indemnify an Administrator against claims brought against him for acts or omissions in the scope of his employment in any case where the Town is not obligated to so defend and indemnify or such defense and indemnification is not provided under the Town's liability insurance policy. If an Administrator desires to bring criminal or civil proceedings in connection with an alleged assault suffered by him, such Administrator may submit a proposal to the Committee for reimbursement of his reasonable counsel fees.
- B.** The School Committee will support any union request for an Administrator to be represented by counsel or a designated representative of the union in any arbitration involving a member of another bargaining unit alleging that the Administrator has exercised his discretion improperly.
- C.** The District will compensate an Administrator up to a maximum of \$500 per incident for damage to his/her car or other personal property uncompensated by insurance caused by job-related vandalism, assault or similar malicious conduct directed against an Administrator.

- D. Members of the Billerica Administrators' Group will be covered by the Town of Billerica's Liability insurance for up to \$1,000,000 each claim and \$3,000,000 annual aggregate.

## **ARTICLE 22 RETIREMENT ALLOWANCE**

In recognition of dedicated service to the children of Billerica, any Administrator covered by this Agreement who has been employed for 10 years in the Billerica School System becomes eligible for a retirement allowance according to the following established procedure. Pursuant to Massachusetts law this amount cannot be credited toward retirement.

Eligible Administrators who desire to participate in this program will notify the Superintendent by January 1 of the school year prior to the school year in which they intend to retire of their intention to retire under the provisions of the Massachusetts Teachers Retirement Act. If such notice is submitted in writing by January 1, then on or about the time of retirement the Administrator shall be paid for each accumulated sick leave day they possessed at \$70 per day.

In the event an Administrator dies who would have been eligible to apply for the benefit provided by this provision had he/she submitted an intention to retire, the estate will receive \$70 per day for each unused sick day up to a maximum of the number of days in that Administrator's work year.

The provisions of this article will only be applicable to Teachers and Administrators actively employed prior to August 31, 2007.

## **ARTICLE 23 HEALTH AND LIFE INSURANCE**

As long as the Town of Billerica agrees to pay a portion of the cost of the health, dental and life insurance plans currently in effect, the School Department will deduct the Administrator's share on payroll checks for participating members on the receipt of a proper authorization.

## **ARTICLE 24 WORKMEN'S COMPENSATION**

Administrators shall be included under the provisions of the Workmen's Compensation Law.

## **ARTICLE 25 WORK YEAR**

- A. Assistant Principals, Director of Guidance, K-12 and K-8 Coordinators, the Assistant Director of Special Education, and the Early Childhood Coordinator shall have a work

year of 210 duty days including the teacher/student academic year and 27 work days in the summer subject to the Central Administration and the Administrators in each school (where applicable) arranging a schedule for reasonable school year vacation coverage of their schools and each day spent by an Administrator on such coverage shall be deducted from his/her summer obligation. An Administrator may choose to work up to eight days during the school year vacation and deduct up to the same number from the summer obligation.

- B.** The English Language Learner Coordinator (ELL) shall have a work year of 195 duty days. These days will include the teacher/student academic year and five week days immediately before and seven week days immediately after said academic year. The twelve days before and after the academic year may be scheduled differently upon mutual agreement of the Superintendent and the Administrator.
- C.** 9-12 coordinators of STEM and Humanities shall be scheduled to work 200 days and will teach no more than three (3) classes. The work days, in addition to the normal academic year, will be scheduled upon the mutual agreement of the Superintendent and the Administrator. In the event that the grade configuration of the high school changes, a joint labor-management team shall be formed to discuss the impact of such configuration on the job description and work year of the 9-12 coordinators, and to bring any proposals back to their respective bodies for ratification.
- D.** The term “week day” means any day of the week Monday through Friday, and the term “holiday” means New Year’s Day, Martin Luther King Day, President’s Day, Good Friday, Patriot’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans’ Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, and New Year’s Eve Day, or the days, if any, these holidays are observed by the Superintendent’s Office.
- E.** Director of Nurses shall have 210 duty days, ten of which will be paid by grants, including the teacher/student academic year and five week days immediately before and seven week days immediately after said academic year. The twelve days before and after the academic year may be scheduled differently upon mutual agreement of the Superintendent and the Administrator.
- F.** Recognizing the work required of administrators during times when school is not in session, non-teaching administrators shall be entitled to substitute up to five (5) working days during summer or vacation periods for days during the student academic year. This substitution shall require the prior approval of the administrator’s immediate supervisor, and such requests shall not be unreasonably withheld.

**ARTICLE 26** **MANAGEMENT RIGHTS**

The Committee is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this Agreement shall be deemed to derogate from or impair any power, right, or duty conferred upon the Committee by statute or any rule or regulation of any agency of the Commonwealth. As to every matter not specifically mentioned or directly modified by clear language in a specific provision of the Agreement, the Committee retains all the powers, rights and duties that it has by law and may exercise same at its discretion without any such exercise being made the subject of a grievance or arbitration proceeding here under.

It is recognized that Chapter 150E, section 7 provides that in the case of a conflict between specific enumerated Sections of the law and the collective bargaining agreement that said collective bargaining agreement shall prevail.

**ARTICLE 27** **COMPLETE AGREEMENT**

This agreement constitutes the sum total of all agreements and understandings reached between the parties after prolonged negotiations. No subsequent understandings will have any force or effect unless reduced to writing and signed by duly authorized agents of the parties.

**ARTICLE 28** **SAVINGS CLAUSE**

If any Article or Section of this Agreement or any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if the compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity the remainder of this Agreement and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that an Article or Section is held invalid or enforcement of or compliance with which has been restrained, as set forth above, the parties affected thereby shall enter into the immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement of such Article or Section during the period of the invalidity or restraint.

**ARTICLE 29** **ADMINISTRATOR EVALUATION**

The parties shall conduct administrator evaluation in the manner agreed pursuant to 603 CMR

35.00, M.G.L. c. 71§38 and M.G.L. c. 150E. The evaluation instrument is incorporated by reference herein as executed September 24, 2012.

### **ARTICLE 30** **PROFESSIONAL IMPROVEMENT**

- A.** Since we believe that learning is lifelong, each Administrator will complete three (3) credit hours of study as approved by the Superintendent in a higher institution of study once every three (3) years beginning 2000-2001 school year. The completion of a similarly relevant Billerica in-service program for Administrators may be substituted for the course requirement. The Superintendent may consider other professional development as a way of meeting this requirement.
- B.** Increments for advanced credit and course reimbursement shall be effective immediately upon the Administrator submitting satisfactory evidence, e.g. transcript or letter from college, of successful completion of course approved in advance by the Superintendent of Schools. The Superintendent of Schools shall be notified by November 15 if an Administrator plans to have a change in degree differential status in the granted course reimbursement during the current school year. In order to receive compensation credit for a course, a mark of "B" or better must be attained for that course which must be either in an advanced degree program or in subjects approved by the Superintendent as related to the Administrator's position.
- C.** The Committee agrees to reimburse an Administrator for one-half of the actual tuition costs up to six full credits for any courses taken pursuant to **B.** above, and full tuition for courses pursuant to **A.**

Unless prevented by illness, health, disability, or unless discharged by the Committee, each Administrator who applies for and accepts such reimbursement will agree in writing to return to the system for at least one full year commencing the September following the year in which the money is received, or failing to do so agrees to repay such amount received to the Town of Billerica. In order to allow for proper budgeting of tuition reimbursement monies under paragraph A & B of this section, Administrators must apply in writing prior to January 1, for reimbursements covering courses in the following summer, fall and spring. Failure to apply in writing stating an estimate of tuition costs and a general idea of area of course study by January 1, will exclude Administrators from such reimbursement.

### **ARTICLE 31** **REDUCTION IN FORCE**

- 1.** The parties agree that for at least the three years following execution of this Agreement any Administrator who attained professional status as a teacher in Billerica and was

displaced from the unit as a result of a reduction in force shall be offered a teaching position in Billerica, and for at least three years said Administrator's seniority for purposes of reduction in force from the teacher's unit shall commence with his first day of continuous employment in the school system.

2. If a reduction in force is contemplated in any subsequent contract year, the parties shall reopen the contract to negotiate the issue.
3. There will be no layoffs in year one of the contract.

### ARTICLE 32 COMPENSATION

- A. The following positions shall have the following base salaries:

<b>FY2016</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Asst. Principal	\$93,706	\$95,074	\$98,401	\$99,879	\$104,443
9-12 Coordinators (STEM, Humanities), ELL Coordinator	\$85,915	\$87,171	\$90,221	\$91,574	\$95,756
Director of Guidance, Asst. SPED, Director of Athletics/PE/Health, Fine Arts Coordinator, K-8 STEM and Humanities, Early Childhood	\$93,237	\$94,598	\$97,910	\$99,382	\$103,922
ELL Coordinator	\$83,768	\$84,992	\$87,966	\$89,285	\$93,362
Director of Nurses	\$78,315	\$79,459	\$82,239	\$83,472	\$87,262

<b>FY2017</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Asst. Principal	\$95,581	\$96,976	\$100,369	\$101,877	\$106,532
9-12 Coordinators (STEM, Humanities), ELL Coordinator	\$87,634	\$88,914	\$92,026	\$93,406	\$97,671
Director of Guidance, Asst. SPED, Director of Athletics/PE/Health, Fine Arts Coordinator, K-8 STEM and Humanities, Early Childhood	\$95,102	\$96,490	\$99,868	\$101,369	\$106,000
ELL Coordinator	\$85,443	\$86,691	\$89,725	\$91,070	\$95,229
Director of Nurses	\$79,881	\$81,048	\$83,883	\$85,141	\$89,007

<b>FY2018</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Asst. Principal	\$97,492	\$98,915	\$102,377	\$103,915	\$108,662

9-12 Coordinators (STEM, Humanities), ELL Coordinator	\$89,386	\$90,692	\$93,866	\$95,274	\$99,624
Director of Guidance, Asst. SPED, Director of Athletics/PE/Health, Fine Arts Coordinator, K-8 STEM and Humanities, Early Childhood and Humanities, Early Childhood ELL Coordinator	\$97,004	\$98,420	\$101,865	\$103,397	\$108,120
ELL Coordinator	\$87,152	\$88,425	\$91,520	\$92,892	\$97,133
Director of Nurses	\$81,478	\$82,669	\$85,561	\$86,844	\$90,787

Positions that experience an increase in the number of days in a work year(s) pursuant to this agreement shall have a commensurate per diem increase on the salary schedule.

**B.** The following degree differentials shall be paid:

	<b>M+30</b>	<b>M+45</b>	<b>M+60 Double MA CAGS</b>	<b>M+75 Double MA+15 CAGS+15</b>	<b>Doctorate</b>
<b>FY2016</b>	\$3,185	\$4,856	\$6,570	\$8,157	\$9,270
<b>FY2017</b>	\$3,249	\$4,953	\$6,701	\$8,320	\$9,455
<b>FY2018</b>	\$3,314	\$5,052	\$6,835	\$8,487	\$9,645

In order to move to M+75, course must be related to administration duties as determined by the Superintendent. Consideration will be given to any courses taken after September 1, 2000.

Effective July 1, 2015, in order to receive advancement of the salary schedule for a Master's Degree or Certificate of Advanced Graduate Study (CAGS), you must successfully complete an approved program and have attained a minimum of thirty graduate credits. If a Master's or CAGS program requires less than 30 credits to complete, you will need to acquire the additional credits necessary in order to advance to Double MA/CAGS/M+60 salary column. Credits can be attained before, during, or after the CAGS is received. Any administrator enrolled in a Master's/CAGS program upon ratification of this agreement and successful completion of the program will be grandfathered into the Double MA/CAGS/M+60 differential regardless of the number of credits for the Masters/CAGS program.

**C. 1.** The following length of consecutive years of service in the Billerica School System shall have the following longevity increment payable for the eligible Administrator:

<b>LONGEVITY</b>	<b>FY13-15</b>
10 Years	\$2,800
15 Years	\$2,900
20 Years	\$3,100
25 Years	\$3,350
30 Years	\$3,700
35 Years	\$3,900

- D.** Summer workshop leader positions shall be compensated as follows per workshop held. If the stipend for participating in workshops is increased, this leader stipend shall be subject to renegotiation.

<b>FY13-15</b>
\$378

- E.** Pay Periods – All Administrators will be paid in 21 or 26 equal installments. Longevity payment will be a separate check in December.

- F.** The compensation for Career Education will be as follows:

<b>FY13-15</b>
\$540

- G.** Director of Guidance may be called upon to work, when necessary, at a pro rata compensation, whenever the counselors are specifically required to do additional work during the summer recess.

- H.** The compensation for the Director of the Alternative Program will be as follows (85 sessions):

<b>FY13-15</b>
\$12.959

I. The compensation for District Webmaster shall be as follows:

<b>FY13-15</b>
\$1,620

**ARTICLE 33**

**DURATION**

**A. Duration**

This Agreement becomes effective July 1, 2015, and shall be in force and effect until midnight, June 30, 2018. It shall be deemed that by the affirmation of this Agreement each party has served notice upon the other of its intent to amend the agreement upon its termination.

**BILLERICA SCHOOL COMMITTEE**

**BILLERICA ADMINISTRATORS' GROUP**

**BY:**

**BY:**

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