

AGREEMENT

between the

BURLINGTON SCHOOL COMMITTEE

and the

BURLINGTON SCHOOL ADMINISTRATORS' ASSOCIATION

TEMPLATE

ARTICLE I
Recognition

- A. For the purpose of collective bargaining on questions of wages, hours, and conditions of employment, the Burlington School Committee recognizes the Burlington School Administrators' Association as the exclusive representative of the following professional employees of the Burlington school system:

All full-time professional administrative employees of the Burlington School Committee, Town of Burlington, including Associate Principals, Directors, Evaluation Administrator, Computer Applications Coordinator, Support Services Coordinator, and Assistant to the Principal.

- B. Unless otherwise indicated, the employees in the above unit will hereinafter be referred to as the "administrators" and reference to male administrators will include female administrators.
- C. Except as specifically abridged, delegated, granted, or modified by the agreement or any supplement thereto or by Section 178 of Chapter 149 of the General Laws of Massachusetts, all of the rights, powers, and authority held by the Committee prior to the effective date of said agreement are retained by the Committee and the exercise of said rights, powers, and/or authority shall not be subject to the grievance procedure and/or arbitration.
- D. As a condition of his/her continued employment, every administrator, if and when not a member in good standing of the Burlington School Administrators' Association, shall pay, or, by payroll deduction, have paid to the Association an agency fee of an amount equal to its full dues. The required fee shall be paid no later than thirty (30) days following the date of employment or the effective date of this agreement, whichever date shall be later.
- E. No amendment to the agreement, its term or provisions shall bind the parties hereto unless made and executed in writing by the parties hereto.
- F. The failure of the Employer of the Union to insist, in any one or more incidents, upon performance of any of the terms, or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Employer or of the Union to future performance of any such term or condition, and the obligations of the Union and the Employer to such future performance shall continue in full force and effect.

ARTICLE II
Grievance Procedure

- A. Definition: A grievance is a claim based on an event or condition which involves the interpretation, meaning, or application of this agreement or any amendment or supplement thereto.
- B. In the case of a grievance between administrators, they will proceed to take their grievance through all administrative levels, in proper order, up to and including the Superintendent of Schools, and if the grievance is still not disposed of to the administrators' satisfaction, the aggrieved administrator will discuss the grievance with the PR&R Committee of the Burlington School Administrators' Association.
- C. If the grievance is not settled through the Office of the Superintendent and the Burlington School Administrators' Association, appeal may be made to the School Committee for adjudication within fifteen (15) school days.
- D. If the grievance is not settled at the School Committee level and involves a direct violation of a specific provision of the contract, it may be referred to arbitration. The decision of the arbitrator shall be final and binding upon the parties. The parties agree to share the cost of arbitration equally. An arbitrator shall not have the power to alter, amend, add to, or modify the terms of the parties' collective bargaining agreement in his/her decision.
- E. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants, unless the individual in question files a written request to the contrary.

ARTICLE III
Working Hours and Working Load

Work Day

- A. An administrator will assume the responsibility of being present when, in his professional judgment, his presence is necessary.
- B. During vacation periods when school is not in session, a normal working day shall be considered a seven-hour (7 hour) day including lunch period.
- C. On days that school has been cancelled due to inclement weather, reporting to work will be left to the individual administrator's judgment.
- D. Administrators who wish to attend courses for professional improvement may be allowed to design the working day subject to the approval of the Superintendent of Schools.

Work Year

- A. 1. Administrators' work year will include the following legal holiday periods: Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving and the following day, Day before Christmas, Christmas, New Year's Day, Martin Luther King Day, Washington's Birthday, Good Friday, Patriots' Day, and Memorial Day.

In years when Christmas and New Year's Day fall on a Tuesday or Thursday, the preceding Monday or following Friday, whichever is applicable, shall be included as vacation period.

- 2. Twelve (12) month administrators' work year shall extend from July 1 through June 30.
 - 3. Eleven (11) month administrators' work year includes the regular teaching year plus fifteen (15) days at the discretion of the Superintendent of Schools in agreement with the director or the administrator.
 - 4. Ten (10) month administrators' work year is equal to the teachers' work year and would cover from September 1 through June 30 or other arrangements that may be approved by the administrators and the School Committee with the recommendation of the Superintendent of Schools.
- B. Administrators' vacation schedule will be as follows:

1. Five (5) weeks vacation (25 working days) shall be granted per contract year for twelve (12) month administrators.
2. Vacation days for Athletic Director: Effective 7/1/2003 the Athletic Director will be granted twenty eight (28) vacation days and will compensated for four (4) days, at the per diem rate, for holidays worked.
3. The schedule of vacations shall be with the approval of the Superintendent of Schools and said vacation will be recognized to be an earned right and not a privilege.
4. In the event an administrator resigns or retires prior to the termination of his/her contract, payment for vacation periods will be on the basis of the following formula:

Twelve Month Administrators

$$\frac{\text{number of days worked}}{245} \times 25 \text{ vacation days} \times \frac{1}{260} \text{ of annual salary}$$

5. In the event of death, payment shall be made to the estate of the administrator.
6. The leave balance on any June 30th shall not exceed five (5) days beyond the number of days an employee is entitled to in accordance with paragraphs B.1. and B.2. above. This number may be increased for carryover with the approval of the Superintendent.

Administrators' Load

- A. In the summer, the administrators will be expected to devote their time first to scheduling, curriculum, and other necessary duties in their building. Educational projects of mutual concern may be assigned by the Superintendent or designee when it is felt it is in the best interest of the total system. Administrators will be consulted prior to any assignment.

ARTICLE IV

ADMINISTRATIVE EMPLOYMENT,

RESIGNATION, REDUCTION IN FORCE

- A. Full credit shall be given administrators for previous experience upon initial employment in Burlington provided they meet existing requirements of the salary schedule.
- B. After September 1, 1970, administrators with previous experience in the Burlington Public Schools will, upon returning to the system, receive full credit for each full year of experience on the salary schedule for all outside administrative experience, military experience, and Peace Corps work, up to the maximum set forth in Section A above. Administrators who have not been engaged in school administration on a full-time basis will, upon returning to the system, be restored to the next position on the salary schedule above that at which they left, provided their last year of employment in Burlington included more than one hundred twenty (120) days of continuous employment.
 - 1. Previously accumulated sick leave days will be restored to all returning administrators who had left either for military service, Peace Corps, or the equivalent.
 - 2. An administrator who has served in the system on or before January 5 will be given credit for a year's work and will advance to the next step on the salary schedule for the following year.
- C. A sixty (60) day notice will be given to the Superintendent of Schools upon the resignation of an administrator in the Burlington Public Schools, except for reasons of illness, pregnancy, or other justified causes as approved by the Burlington School Committee.
- D. When deductions are made for all other absences or for resignation, one (1) day will be considered 1/260 for twelve (12) month administrators, 1/205 for eleven (11) month administrators, and 1/188 for ten (10) month administrators of the annual contract amount.
- E. Any administrator who is under contract in the Burlington Schools who has applied for a position and is considered as a finalist in another system will notify the Superintendent in writing. Failure to comply with this procedure could result in denial of supplying recommendations and employment information to interested parties on behalf of the said individual.
- F. Reduction in Force
 - 1. The parties agree for the period covered by this contract, reduction will first be accomplished through attrition.
 - 2. Prior to any decision effecting a reduction in force, the School Committee will consult with the Union regarding such reductions (meet and confer) and such meeting will take place prior to April 15th of the preceding year. In the event of a reduction in the administrative staff by the School Committee, volunteers will be the first to be terminated or returned to a teaching position in accordance with subparagraph 3.

3. In effecting reduction in force, the following criteria shall be considered:
 1. Seniority
 2. All evaluations
 3. Academic preparation
- a. Seniority shall be defined as length of service in the Burlington School System from first working day of employment.
- b. Affected administrators shall be notified, under normal conditions, by June 15 of the fiscal year prior to that in which the action is proposed; should unusual circumstances make this impossible, the Association will be so informed and the latest date for notification shall be June 30.
- c. In the event of decrease in administrative positions, administrators affected will be offered a teaching position in the Burlington Public Schools in accordance with state certification. Administrators so transferred will carry all service accumulated with the Burlington school system.
- d. An administrator who has been subject to change in position or termination resulting from reduction in force shall have recall rights for a period of two (2) years should a vacancy occur in a position from which the affected administrator was reduced in force in the Burlington school system. Notification of such vacancy shall be by certified mail. Upon recall, all benefits to which an administrator was entitled prior to the reduction in force action shall be restored in full.

ARTICLE V

ADMINISTRATOR ASSIGNMENT

- A. Administrators using their own vehicles on school business will be reimbursed at the same rate established by the Town for its employees. Should the Town eliminate such reimbursement, the rate for administrators will be subject to negotiation.
- B. Administrator assignments will be made without regard to race, creed, color, religion, nationality, sex, marital status, or age.
- C. Before an administrator is assigned or transferred by the Superintendent of Schools to a particular school, the principals of the schools in question will be consulted regarding said assignment or transfer. Such consultation in no way implies either approval or disapproval of the proposed transfer. After said consultation, the decision is to be made by the Superintendent of Schools.
- D. An involuntary 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 reasons of the transfer. The transfer will be subject to the grievance procedure.

ARTICLE VI

ADMINISTRATOR EVALUATION

- A. An administrator will be shown a copy of any evaluation report prepared by the evaluation supervisor and will have the right to discuss such report with his supervisor. An administrator will acknowledge having seen the report prior to submission to the Superintendent of Schools by affixing his signature to the evaluation report.
- B. An administrator will have the right, upon request, to review the contents of his personnel file. An administrator will be entitled to have a representative of the Association accompany him during such review and must have either the Superintendent or designee in attendance.
- C. Evaluation of all members of the Burlington School Administrators' Association must be completed by their immediate supervisors and made available to the Superintendent in written form on or before June 1.
- D. In the case of any complaints regarding an administrator made to any official of the Burlington Public Schools, the complainant shall be referred to the administrator. The complainant having received no satisfaction may then be referred to the administrator's immediate superior. That administrator shall be notified of the complaint.

ARTICLE VII

LEAVES

- A. All administrators under contract for twelve (12) months shall be credited as of the first official day of each contract year with eighteen (18) days of paid leave. All administrators under contract for eleven (11) months shall be credited as of the first official day of each contract year with seventeen (17) days of paid leave. All administrators under contract for ten (10) months shall be credited as of the first official day of each contract year with fifteen (15) days of paid leave. An administrator who is pregnant may remain in her position until the termination of the pregnancy, and the School Committee may require, to the extent permitted by law, and only to that extent, an appropriate medical certification of her ability to continue to perform the essential functions of her position. In subsequent months, an administrator may be asked for further medical certification. Except in cases of emergency, the administrator shall notify the Superintendent at least one (1) month in advance of the expected date of the commencement of the maternity leave of absence. Paid leave days which may be applied to their sick or temporary leave are outlined below:
1. Only sick leave not used in any year may be accumulated. Administrators shall receive a written accounting of their accumulated sick days and vacation days by July 15th of each year.
 2. Leave shall be granted for sickness by the Superintendent of Schools to administrators only under the following conditions:
 - a. When incapacitated for the performance of duties by sickness or injury.
 - b. When through exposure to contagious disease, the presence of the administrator would jeopardize the health of others.
 - c. In the case of serious illness of husband, wife, child, parent of either spouse of individuals subject to these rules, or a person living in the immediate household of individuals subject to these rules, may be granted sick leave with pay not to exceed five (5) working days within each school year or contract year.
 3. a. Notification of absence under c. above shall be given as early as possible on the first day of absence by the administrator calling his office who in turn will notify appropriate school personnel. If such notification is not made, such absence may, at the discretion of the Superintendent of Schools, be applied to absence without pay.

- b. For any period of absence due to sickness, the Superintendent of Schools may require, for the purpose of additional evidence, a physician's certificate for the necessity of such absence. If such a certificate is not filed within seven (7) calendar days after the request date thereof, such absence may be applied at the discretion of the Superintendent of Schools, to absence without pay.
- 4.
 - a. An administrator who is pregnant may remain in her position until the termination of the pregnancy, and the School Committee may require, to the extent permitted by law, and only to that extent, an appropriate medical certification of her ability to continue to perform the essential functions of her position. In subsequent months, an administrator may be asked for further medical certification. Except in cases of emergency, the administrator shall notify the Superintendent at least one (1) month in advance of the expected date of the commencement of the maternity leave of absence.
 - b. Administrators shall be granted maternity leave of absence up to eighteen (18) months without pay following the effective date of such leave. Notification of intent to return must be filed with the Superintendent's office no later than March 1 prior to the opening of school the following September.
- 5. Administrators will be entitled to option the following temporary paid leave of absence days each school year. Such leave days are non-cumulative.

Two (2) days of absence for personal, legal, business, household, or family matters which require absence during school. Applications for personal leave will be made at least three (3) days before taking such leave (except in the case of emergency where the reason may be requested by the Superintendent) and the applicant will not be required to state the reason for taking such leave other than that he is taking it under this Article. However, leave cannot be used the first or last day of the school year or the day preceding or following a holiday without a reason or permission of the Superintendent.

B. Leave will be granted in addition to other paid leave days for the following reasons:

- 1. Time necessary for duly authorized Association representatives to attend professional conferences and conventions.
- 2. Time necessary for appearances in any legal proceeding connected with the administrator's employment.
- 3. Leave of absence with pay will be granted in the event of the death of husband, wife, child, parent of either spouse, brother or sister of individual subject to these rules, grandparent, or a person living in the immediate household of an individual subject to these rules for a period not exceeding four (4) consecutive days.
- 4. A maximum of ten (10) days per school year for persons called into temporary active duty of any unit of the U.S. Reserves and State National Guard provided such obligations cannot be fulfilled on days when school is not in session. Administrators will be paid the difference between their regular pay and the pay they receive from the state of federal government. Military pay must be verified.
- 5. Two (2) days' leave of absence with pay will be granted for Jewish High Holy Days and

one (1) day for Orthodox Good Friday where applicable.

6. Leave for purpose of visiting other schools or attending meetings or conferences of an educational nature.
 7. Leave taken pursuant to Section B above will be in addition to any sick leave to which the administrator is entitled.
- C. Sick Leave Bank - Any administrator may donate up to five (5) days of sick leave to any other administrator who may have expended his sick leave. The decision for the distribution of sick leave is to be determined by a committee comprised of a representative of the Burlington School Administrators' Association, the Superintendent of Schools, and a representative of the School Committee.

ARTICLE VIII

SABBATICAL LEAVE

Sabbatical Leave of Absence for Professional Study or Professional Research

- A. Eligibility - Any permanent full-time administrator who has been in the Burlington Public Schools for seven (7) or more years either as a teacher or administrator or a combination of both may upon the recommendation of his immediate supervisor and the approval of the Superintendent of Schools request of the School Committee a sabbatical leave of absence for a period not to exceed one (1) school year. A professional leave of absence for a period of less than one (1) year will also be given consideration. Sabbatical leave of absence may be granted to members of the administrative staff with less than seven (7) years of service in Burlington when it is the opinion of the Superintendent of Schools and the School Committee that a great benefit to the school system may be realized. Eligibility may be reestablished for a second leave following the serving of a second seven (7) year period of service.
- B. Application and Selection - Application for sabbatical leave of absence should, whenever possible, be filed with the Superintendent of Schools not later than December 1 of the year prior to the one in which the leave is requested. The following factors will be taken into account in determining priority:
1. Educational value of the proposed study to the system.
 2. Seniority in service.
 3. Distribution of the available leaves to the administrative areas.
- With an application for leave, the administrator must, in the case of professional study leave, submit a proposed plan of study, a statement of professional purpose, and the expected value of each study to the school system.
- C. Administrators on sabbatical leave shall be paid 100% of their regular salary less the amount that may be received for a fellowship, a grant, or an outright stipend from some other source but no such fellowship, grant, or stipend to pay for or cover tuition and textbooks shall be deducted.
- D. An administrator who has been granted a sabbatical leave of absence shall file with the Superintendent of Schools a written agreement stipulating that he will remain in the employ of the Burlington School Committee for a period of three (3) years upon his return from the sabbatical.

ARTICLE IX

PROFESSIONAL EDUCATIONAL DEVELOPMENT

- A. The School Committee will pay the cost of in-service courses sponsored by the School Committee.
- B. The School Committee will pay reasonable expenses including fees, meals, lodging, and/or transportation incurred by administrators who attend School Committee approved workshops, seminars, conferences, or other professional improvement sessions.
- C. The School Committee will pay up to \$1,500 per person per year for full semester graduate level courses taken at a university and approved by the Superintendent.
- D. The School Committee will pay \$1,000 per member of the association to attend a national conference during the life of the contract.

ARTICLE X

PROTECTION

- A. Administrators will immediately report in writing all cases of assault suffered by them in connection with their employment to the Superintendent of Schools.
- B. This report will be forwarded to the School Committee which will comply with any reasonable request from the administrator for information in his possession relating to the incident or the persons involved and will act in appropriate ways as liaison between the administrator, the police, and the courts.
- C. If criminal or civil proceedings are brought against an administrator alleging that he committed an assault in connection with his employment, the School Committee will furnish legal counsel to defend him in such proceeding as provided under Chapter 100C of the General Laws of the Commonwealth of Massachusetts.
- D. An administrator may receive benefits under the Workmen's Compensation Law only if he "receives a personal injury arising out of and in the course of his employment." If an employee sustains injuries unconnected with his work, he receives no benefits (Chapter 152, Section 26).
- E. The administrator receives weekly benefits only if the personal injury results in a disability which incapacitates him from performing his full work.
- F. No compensation is paid for any injury which does not incapacitate the administrator from earning full wages for a period of at least five (5) days. However, if the incapacity extends for a period of six (6) days or more, compensation is paid from the date of injury (Chapter 152, Section 29, as amended by Chapter 578 of the Acts of 1966.)
- G. The administrator may receive sick leave payments to the extent that his weekly sick leave payments, when added to his Workmen's Compensation benefits, do not exceed his full weekly salary or wages (Chapter 152, Section 69). Such sick leave shall be charged to accumulated sick leave. Once accumulated sick leave is exhausted, the administrator may request utilization of sick leave per Article VII, Section C. When benefits from the sick leave bank have been exhausted, the administrator will receive Workmen's Compensation payments.

ARTICLE XI

INSURANCE AND ANNUITY PLAN

- A. Effective January 1, 1970, the School Committee will pay the maximum percentage permitted by Town Meeting enactment of the cost of the following types of insurance coverage:
1. A term life insurance plan of the type presently available to administrators.
 2. Individual or family coverage, whichever applies in the particular case, for Blue Cross and Blue Shield of the type presently available to administrators.
 3. Any other insurance plans which the Town may provide for administrators and/or retired administrators.
 4. During the term of this agreement B.S.A.A. members with more than 30 years of service to the town of Burlington are eligible for an annual supplemental 403B account not to exceed \$4,000 to be funded entirely by the school department.

ARTICLE XII

TEXTBOOKS

- A. The School Committee guarantees that it will provide sufficient textbooks or their equivalent instructional materials to provide for each child in the classrooms.
- B. The School Committee encourages all members of the Burlington School Administrators' Association to recommend textbooks and to use the effective and efficient communication channels presently in operation. The Superintendent shall as required by law (Chapter 71, Section 59) recommend textbooks and final adoption of textbooks will rest with the School Committee as required by law (Chapter 71, Section 59).

ARTICLE XIII

PAYMENT OF WAGES

- A. Wages shall be paid every two (2) weeks on Thursday.
- B. When a payday falls on a holiday, administrators will be paid on the previous day.
- C. If a payday falls during the administrator's vacation period, the administrator shall be paid on the last working day before vacation.
- D. No later than November 1, 2007 both parties will enter into negotiations for salary and other specific items.
- E. The administrators of the Burlington Public Schools shall receive the salaries as hereinafter provided under the Administrative Salary Schedule.
- F. Should agreement not be reached on a new contract prior to the expiration date of the current contract, all terms and provisions of the current contract shall remain in full force and effect until agreement is reached.

ARTICLE XIV

DURATION

- A. All conditions working and financial will be effective from July 1, 2005 to June 30, 2008. No later than November 1, 2007 both parties will enter into negotiations for salary and other specific items.

- B. Should agreement not be reached on a new contract prior to the expiration date of the current contract, all terms and provisions of the current contract shall remain in full force and effect until agreement is reached.

Explanation of Salary Schedule

- A. All movement to the next highest step increment, upon recommendation of the Superintendent, shall be effective for eleven (11) and twelve (12) month administrators of the Burlington School Administrators' Association on July 1 of the contractual year. All other members approved for increment raises shall be effective September 1 of the contractual year.
- B. The School Committee reserves the right to withhold a step increment for unsatisfactory performance or to grant an additional step increment for administrator proficiency based upon evaluation with consideration given to the job specifications. Administrators are to be informed of such action by April 15.

Doctoral Stipend

Effective July, 2005 a stipend of two thousand (\$2000) shall be paid each year to each administrator who has obtained a doctorate degree. The stipend will increase to \$2,500 in 2006-7 and increase to \$3,000 in 2007-2008.

Additional Days for Francis Wyman Assistant Principal

The Assistant Principal for the Francis Wyman Elementary School shall receive five per diem days of compensation for work carried out after the end of the school year. Additional days may be assigned at the discretion of the principal, not to exceed ten days.

Data Processing Stipend

A stipend of five hundred dollars (\$500) shall be paid each year to the administrator responsible for data processing.

BHS Scholarship Program Stipend

A stipend of \$4,500 shall be paid each year to the high school administrator responsible for directing the BHS Scholarship Program.

Longevity

- A. Effective July 1, 2005 a stipend of \$2,500 shall be paid to each administrator who has completed fifteen (15) years of service in Burlington; a stipend \$ 3,000 shall be paid to each administrator who has completed twenty (20) years of service in Burlington; a stipend of \$3,500 shall be paid to each administrator who has completed twenty-five (25) years of service in Burlington and a stipend of \$4,000 shall be paid to each administrator who has completed twenty-five (30) years of service in Burlington.
- B. Effective July 1, 2006 the stipends for longevity remain the same as those of 2005-2006
- C. Effective July 1, 2007 a stipend of \$2,750 shall be paid to each administrator who has completed fifteen (15) years of service in Burlington; a stipend of \$3,250 shall be paid to each administrator who has completed twenty (20) years of service in Burlington; a stipend of \$3,750 shall be paid to each administrator who has completed twenty-five (25) years of service in Burlington and a stipend of \$4,250 shall be paid to each administrator completing (30) years of service in Burlington.

In witness whereof, the parties hereunto set their hands and seal this.

For the School Committee

For the Association

Thomas F. Murphy, Jr., Chairperson
Sharon Sotiris, Vice Chairperson
Christine Monaco
Stephen A. Nelson
John L. Vanella

Arthur Fallon
President