AGREEMENT

Between the

SCHOOL COMMITTEE OF THE CITY OF MEDFORD

And the

MEDFORD ADMINISTRATORS' ASSOCIATION AFFILIATED WITH M.A.P.S.A.

July 1, 2018 through June 30, 2021

AGREEMENT

- 1. The following represents the agreement between the Medford School Committee and the Medford Administrators Association, M.A.P.S.A., effective July 1, 2018 June 30, 2021.
- 2. The Committee recognizes the Association as the exclusive bargaining representative of the professional administrative personnel, hereinafter referred to as "Administrators". This includes:

All Administrators including the Director of Technology
Projects employed by the Medford School Committee, below
the classification of Assistant Superintendent, who devote fifty
percent or more of their time to administrative duties.

Excluded are teachers, the Director of the Vocational School,
the Administrator of Computer and Data Processing. Labor
Relations Commission Certification, Case No. MCR-2225, as
further amended by necessity with the passage of the Education
Reform Act of 1993.

- 3. The Committee and the Union affirm the necessity for the development of educational programs of the highest quality for the benefit of the student which may best be attained through the utilization of the ability, experience, creativity, judgment and compassion of each segment charged with the responsibility for the future of a community and its children. To fulfill such purpose, no provisions within this Agreement may be construed to inhibit, frustrate, or prohibit the dialogue by, between and among the Committee, the Administrators, the public Spirited and the Union.
- 4. The future of the student to which the educational system must be dedicated compels the assumption that the Committee has the ultimate responsibility for the establishment of the educational implementation of the educational policies so established, and that the Administrator has the

- responsibility to pursue the directives generated by the Superintendent to reach the objectives implicit in the established educational policy.
- 5. The Committee and the Union agree to support a concept which encourages the hiring and retention of minorities in compliance with the newly written racial balance plan provided that the policy for high standards of education is maintained and the terms of the bargaining agreement remain inviolate.

MANAGEMENT RIGHTS

- 6. Other than as affected by Chapter 150E, Section 7 nothing in this Agreement shall be construed in any way to alter, modify, change or limit the authority and jurisdiction of the Committee, as provided by the Massachusetts Constitution, the General Laws of Massachusetts, the Decisions of the Supreme Judicial Court of the Commonwealth of Massachusetts, the laws of the United States, or any law or order pertinent thereto.
- 7. Except as modified by this Agreement, the determination and administration of educational policy, the operations of the Schools and the direction of the staff are vested exclusively in the Committee provided that "if the Committee were to plan a substantial change in policy not covered by this Agreement which would affect the wages, hours and other conditions of employment of the Administrator, then the Committee shall notify the Union of the change and initiate negotiatory session."

EMPLOYEE RIGHTS

- 7.A. Academic Freedom: The Committee recognizes the principles of academic and political freedom for all administrators.
 - B. Union Discrimination: The Committee agrees to incorporate in this Agreement and to bound by those rights set forth in G.L. c. 150E.

C. Non Discrimination: The Committee agrees that no administrator shall be discriminated against in any way on the basis of race, creed, color, religion, nationality, sex, age, marital status, veteran's status, physical or mental handicap, civil, political of fraternal affiliation or sexual preferences. Moreover, the Committee agrees to undertake aggressive measures regarding affirmative action in all aspects of employment in order to redress both past international and defacto discrimination.

WORK INTERRUPTION

- 8. During the term of this Agreement, the Union shall not induce, encourage, or condone a strike, work stoppage, slowdown, or the withholding of services by the Unit members.
- 9. If the current illegality of such activities is altered or nullified, then the Committee and the Union shall meet forthwith to renegotiate the clause.

UNION SECURITY

- 10. The Committee may conclude no agreement with an alien bargaining unit which will detract from the understanding of this Agreement nor shall non-professional duties removed from other sources be added to the duties and responsibilities of the Administrator.
- 10.A. Meetings with Management The employer agrees that no meeting of a disciplinary nature or change of working conditions shall be held between a member of management and a unit member without first affording the employee the opportunity to be present at all meetings between the employee and management. In accordance with G.L.c.150E, no agreement shall be reached between an individual and the two which is in conflict with this agreement. Further, in the event an employee chooses not to obtain union representation, the employee shall have no right to grieve the fact that a meeting occurred without union representation.

- 11. Upon compliance by the Union with the necessary statutory requirements, the Committee will require, as a condition of employment, continuous good standing as a Union member or continuous good standing as an Agency associate beginning with the thirtieth day following the date of employment or the effective date of the Bargaining Agreement, whichever is the later.
- 12. The Union may secure authorizations for payroll deductions for Union dues or Agency fees. The Committee will request the Treasurer of the City of Medford, upon presentation of the authorizations, to deduct such dues and fees and transmit same in sum total upon collection, accompanied by a listing detailing names and amounts deducted to the Union.
- 13. The Union shall indemnify and save the Committee or City of Medford harmless against all claims, demands, suits, or other form of liability which may arise by reason of any such action properly taken.

PAST PRACTICES

14. A past practice bearing general application to the Administrators, currently observed, may not be amended, replaced, or deleted if such action were to adversely affect wages or working conditions. Desired modifications of such practices shall be pursued through negotiations instituted by either party.

DUTIES

- 15. The duties of each Administrator Classification shall be determined by the committee, but shall be germane to the classification held.
- 16. An administrator required to collect and transmit monies to be used for educational purposes will not be held responsible for the loss of any portion of moneys so collected unless said loss is a result of gross negligence.

17. Administrators will complete a minimum of two professional workshops yearly provided by the school system and approved in advance by the Superintendent of Schools after consultation with the individual Administrator.

ADMINISTRATOR WORK-YEAR

18. The present practice of Administrators beginning the normal work year five days before pupils are in attendance and remaining five days after the close of school shall be maintained. These ten days may be rescheduled to other non-school days by mutual agreement between the administrator and the Medford Superintendent of Schools. Nothing herein shall be construed as diminishing the responsibility of Administrators in the completion of their duties and services at the end of the work year and the preparation and readiness of their school responsibility for the commencement of the new school work year.

Effective July 1, 2018 the work year for Administrators shall be in accordance with the salary schedule attached as Exhibit B.

GRIEVANCE PROCEDURE

- 19. A grievance is hereby defined to mean a complaint by an Administrator or group of Administrators based upon an alleged violation of this Agreement or a dispute involving the meaning, interpretation, or application of any item within the Agreement.
- 20. Grievances must be processed promptly on becoming apparent. Failure to present a grievance within thirty days from the time that the conditions become obvious from which such grievance arises may be deemed at the discretion of the Committee a waiver of the right to submit the grievance. If exercised, such waiver may not be construed as to negate, nullify, or abrogate the relevant area of the Agreement from which such grievance would have been projected.

- 21. Grievances pending, or which may arise during the summer recess, shall be held in abeyance until the inception of the subsequent school term.
- 22. A grievance which affects a group or class of Administrators may be submitted in writing to the Superintendent directly and the processing of such grievance shall be initiated at Level Two.
- 23. Failure at any level of the procedure to communicate the decision within the specified time limitations to the grievant and to the Union shall permit the aggrieved to advance the next level. Failure to appeal a timely decision to the next level within the specified limitation shall be deemed to be acceptance of the decision so rendered unless the Committee and the Union have mutually agreed to extend or suspend the time limitation.
- 24. If an Administrator presents a grievance without representation by the Union, the disposition, if any, of the grievance shall be consistent with the provisions of the Agreement. The Union shall be permitted to be heard at each level of the procedure under which the grievance shall be considered.

GRIEVANCE RESOLUTION

25. Level One: The grievant will initially discuss the problem with the

immediate supervisor with the objective of resolving the

differences informally. A representative of the Union may

be present. Failing resolution, a written grievance may be

presented to the Superintendent within ten school days.

Level Two: Within ten school days after the receipt of a written

grievance, the Superintendent or designee shall meet with

the aggrieved and the union in an effort to resolve the

matter. The Superintendent shall respond to the aggrieved

and the Union in writing within ten subsequent school days.

Non-acceptance of the position taken by the Superintendent

or the failure to receive the response within the ten-day

limitation will permit the submission of the written

grievance to the Committee. A grievance must be submitted to the Committee within ten days of receipt of the response from the Superintendent or within ten days after the Superintendent's response was due.

Level Three:

Within ten school days following the submission of the grievance, the Committee or designee shall meet with the aggrieved and the Union in an effort to resolve the matter. The Committee shall render its decision to the aggrieved and the Union within the ten succeeding school days.

Level Four:

If the decision of the Committee is unacceptable or if no response has been received, the Union may submit the matter to the American Arbitration Association within the two succeeding calendar weeks.

- 26. The arbitrator shall be without power or authority to make any decision either prohibited by Law, or to add to, alter, or modify this agreement.
- 27. The decision of the Arbitrator shall be in writing and shall set forth the findings of fact, reasoning and conclusions of the issues submitted. The decision shall be final and binding on the parties, subject to General Laws, Chapter 150C.
- 28. The cost of the Arbitrator's services shall be borne equally by the Committee and the Union.

VACANCIES

- 29. The Superintendent shall promptly notify the Union of a decision to eliminate a vacated position. Failure to so advise the Union shall require the procedure for posting of the vacancy to be initiated.
- 30. The posting notice shall contain the classification, title, qualifications, salary, and expected date of appointment.

Posting Procedure

- The Superintendent of Schools shall post in all schools notice of all vacancies in positions covered by this Agreement. The Superintendent will also post in all schools a notice of promotional vacancies to be filled.
- 2) In the case of vacancies which occur between June 1st August 31st, the Superintendent of Schools shall post a notice of such vacancies in the Office of the Superintendent, and mail a copy of said notice to the Association. If Administrators leave self-addressed envelopes with the Superintendent after June 1 and during summer vacation, the Superintendent will mail the notice of any vacancies in said envelopes.
- 3) An Administrator interested in vacancies must apply in writing to the Superintendent of Schools within two weeks after the notice has been posted.
- 4) After the expiration of the posting period, the Superintendent may fill the vacancy from the pool composed of applicants from within the system. The decision of the Superintendent shall be final and shall not be subject to a grievance.

TRANSFERS

- Prior to a transfer to a second administrative position, consideration shall be given to length of service within the administrative area of the school system, the professional and educational attainments, the past performance and the necessary qualifications.
- 32. The selected Administrator shall be notified no less than thirty days prior to the date the transfer is to be effectuated. If possible, the transfer shall be to a position encompassing the same degree of responsibility. A transferee will suffer no reduction in the salary standard held prior to the transfer.

PERSONNEL FILE

- 33. Such documentation which could affect the professional image or career of a unit member must be placed in one Personnel File identified with the name of the administrator. Personnel files shall be retained within the office of the Central Administration.
- 34. Derogatory material shall be made immediately available to the subject Administrator. If the Administrator chooses to respond, then such response will be attached to and in such manner as to head the relevant material within the file.
- 35. The Personnel File shall be made available for inspection upon the request of the named Administrator. Requested copies of file material shall be provided prior to the close of the first subsequent school day.

COMPLAINT

36. A written complaint or an oral complaint noted when received by an immediate superior, Superintendent, or the Central Administration shall be brought to the attention of the Administrator named. The Administrator shall be permitted a reasonable period to address the problem. The complaint and written response or rejoinder shall become an element of the Personnel File.

DISCIPLINE

37. No administrator may suffer suspension or discharge without a prior hearing in which the Union will afford representation to the Administrator. The burden of proof of just cause will rest with the Central Administration.

EVALUATION

38. The parties agree to the evaluation instrument attached hereto as Exhibit A.

RESIGNATION

39. Administrators who wish to resign shall give thirty calendar days notice in writing to the office of the Superintendent.

MEETINGS

Adequate space may be utilized within a school facility for meetings of the Administrative Unit, but shall be at reasonable times and not conflict with the orderly process of operating a school system.
Any expense incurred by the School Department as a result of such a meeting, outside regular operating expenses, shall be borne by the Union.

DISABILITY LEAVE, SICK LEAVE AND SICK LEAVE BUY BACK

- 41. An Administrator, absent through illness, injury, or quarantine shall receive full pay for the first 18 days of absence in any school year. Such disability leave will be cumulative without limit. In addition to the 18 day annual Disability Leave, such unit member, may upon the recommendation of the Superintendent and in conformity with the regulations detailed herein, obtain full pay under the cumulative disability leave plan. Effective July 1, 2018, administrators hired after July 1, 2018, shall be entitled to 15 days of absence in any school year.
- 42. Cumulative Disability Leave is the sum of all the unused portions of annual Disability Leave accumulated during the years of service with the City. 43. A written application for withdrawal of allowable Cumulative Disability Leave should be made to the Superintendent within

- ten days after the expiration of the annual Disability leave allowance. The application should be accompanied by a statement prepared by the attending physician. The Superintendent, at its discretion, may require a second medical examination by the school physician.
- 44. When retirement or death interrupts service within the school system, the retiree, the beneficiary, or the estate (if no beneficiary is listed) shall receive reimbursement for the Annual and Cumulative Disability Leave in excess of 100 days at the rate of 30% of the Administrator's then current daily basic salary to a maximum amount of \$6,000.00

EDUCATIONAL LEAVE

45. The Committee will reimburse those expenses incurred in attending educational conferences or seminars which have been approved by the Superintendent and approved in advance by the School Committee. All such conferences and seminars shall be reported.

EXTENDED LEAVES OF ABSENCE

- 46. An Administrator desiring to take an extended leave of absence without pay for reasons such as, but not limited to, Peace Corps, Vista, public service, or personal reasons shall make a request in writing to the Superintendent. Such request may be granted at the discretion of the Committee
- 47. Military leave will be granted to an Administrator who is inducted or enlisted in a 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 the Administrator remained actively employed in the system during the period of the absence up to a maximum of two years.
- 48. An Administrator granted extended leave of absence without pay, upon return to the School System, shall have all unused cumulative and

- accumulated Disability Leave reinstated and shall be assigned to the same position which was held at the time said leave commenced, if available, or if not, to a substantially equivalent position.
- 49. An Administrator who is pregnant may remain in her position until the termination of her pregnancy; however, such administrator may be required to commence her leave at an earlier time if she is not satisfactorily performing her duties. Administrators will be entitled to up to eight weeks paid leave for the purpose of child-bearing. Said leave is to be deducted from administrator's accumulated sick leave. Additional sick leave may be granted consistent with the sick leave practices in the Medford Public Schools. Administrators shall notify Central Office of anticipated return at least 10 days before return. A physician's certificate of fitness may be required before an administrator is reinstated. The administrator will be reinstated immediately upon giving sufficient written notice to the Superintendent of Schools so as to provide for an orderly transition. If an administrator so chooses she may take unpaid child-rearing leave beyond that described above provided that such leave will terminate the September following the birth of the child. An additional one-year child-rearing leave may be granted at the discretion of the Superintendent. Said administrator shall retain all rights held prior to such leave. The term granted for child-rearing leave will not be credited as experience on the salary schedule and other service benefits.
- 50. Upon return to the school system, Administrators on leave for other than child-rearing or military leave will receive full credit up to a maximum of two years on the salary schedule for all such accredited full-time education-related or Peace Corps experience. If not so engaged, Administrators returning from leave will be restored to the next position on the salary schedule above that held at the inception of such leave. Such leave shall not be credited toward tenure as an Administrator.
- 51. Previously accumulated unused disability leave shall be restored to the returning Administrator.

SABBATICAL LEAVE

- 52. To be considered, an applicant must have acquired seven consecutive years of service in the Medford School System uninterrupted by a leave of more than one-half the school year for other than disability through illness or injury.
- 53. Sabbatical Leave shall be deemed a duty fulfilled attracting one-half salary while tenure, salary increments, and status remain unimpaired.
- 54. The necessary application will include a plan of studies or research, statement of purpose the expected value to the school system and the specific period for which the sabbatical is requested.
- 55. A successful applicant will enter into a written agreement which will provide for a minimum period of service within the school system of twice the length of the leave taken. The agreement will further provide that failure to complete such service will compel a reimbursement to the total amount of salary received while on such leave. The Administrator will be forgiven the penalty if service is frustrated by disability caused through illness or injury. The estate of the Administrator will be held not liable if death interrupts the necessary service.

TEMPORARY LEAVE OF ABSENCE

- Administrator without loss of pay in the case of each death in the immediate family: spouse, parent, grandparent, offspring, sibling, parent-in-law, foster parents, or in instances to be determined by the Superintendent. This leave is not cumulative.
- 57. Personal Leave An Administrator may use up to three days each school year for business purposes or on account of serious illness in the Administrator's family without loss of pay. This leave is not cumulative. Application in writing is required and is to be submitted in advance

- whenever possible. 58. School Legal Proceedings An Administrator required to attend a court or other legal proceedings during the school day for school-related legal activities shall do so without loss of pay.
- Military Leave A maximum of ten school days per school year for an Administrator called into temporary active duty of any unit of the U.S. Reserves or State National Guard shall be permitted without loss of pay as a result of said leave provided the Administrator produces a written statement from the commanding officer which indicates that said military leave was necessary and could not be scheduled at any other time.
- 60. Other Leave Leave for reasons other than as herein stated may be granted with or without pay upon the request in writing to the Superintendent and at the discretion of the committee.
- 61. Leaves taken pursuant to this Article will be in addition to Disability

 Leave as otherwise provided in this Agreement.

LEGAL ASSISTANCE

- 62. Administrators will immediately report all cases of assault suffered by them in connection with their employment to the Superintendent in writing.
- 63. Such report will be forwarded to the Committee which will comply with any reasonable request from the Administrator for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the Administrators, the police and the courts.
- 64. Criminal or Civil proceedings against an Administrator arising from employment shall be defended under the coverage of Chapter 258 of the General Laws.

OCCUPATIONAL INJURY

An administrator absent from school as a result of an injury sustained in the line of duty shall receive full payment (the difference between workers' compensation and normal salary) in the event the injury or illness was the result of the administrator's interceding in a dispute or altercation between individuals while on duty. Otherwise, the administrator may supplement the amount received from worker's compensation by utilizing annual and cumulative Disability Leave.

INSURANCE AND ANNUITY PLAN

- 66. The Life Insurance and Health Care coverage currently provided for the Unit shall remain in effect.
- 67. Item 70 may be reopened at the request of either party if Life Insurance or Health care coverages or respective share of premium payment varying from those presently in effect are provided to any other bargaining unit with the school department.
- 68. Compliance with the provisions of General Laws, Chapter 71, Section 37B concerning Annuity Plans will be afforded.
- 68.A. The School Committee agrees, upon request from the MAA, to conform its health insurance policies to those recommended by the Insurance Advisory Committee and subsequently adopted by the City of Medford. Specifically, the School Committee agrees, pursuant to the provisions of Chapter 697 of the Acts of 1987, to make necessary in its payroll procedures to allow employee contributions to health insurance, group term life insurance, and any other forms of insurance, to be paid with pre-tax earnings.

GENERAL PROVISIONS

- 69. Copies of minutes of the Committee meetings and agenda will be made available to the Union at the same time said copies are made public.
- 70. This Agreement shall supersede any rules, regulations or practices by the Committee which shall be contrary to or inconsistent with terms continued within this Agreement.
- 71. Except for matters which must be addressed immediately, reasonable notice of meetings sponsored by the Central Administration shall be tendered to insure the presence of each required Administrator.
- 71.A. The School Committee agrees to enter into impact bargaining negotiations forthwith over the impact of proposed and implemented changes in the Special Education Department.
- 72. Administrators shall attend management seminars recommended by the Superintendent and offered during regular working hours, which are designed to assist administrators with their duties and responsibilities.

 The Union recognizes its obligation to support professional development and accountability and will provide consultation to the Administration for the enhancement of effective implementation.

ADMINISTRATORS' SALARY SCHEDULE

73. Administrators who acquire a Doctorate will earn an additional \$1,500.00 per year, and Administrators who acquire a CAGS will earn an additional \$1,000.00 per year. All advance degrees will be in specializations applicable to the field of education academics and/or management and/or supervision. Effective July 1, 2007 Administrators who acquire a Masters +60 hours credit will earn an additional \$1,000.00 per year.

- 74. Administrators earning (15) fifteen new credits beyond the Masters +30 in certain educational areas will earn an additional \$500.00 annually. These credits must be earned after July 1, 1987. Areas of study include but are not limited to:
 - 1. Computer Systems
- 3. Educational Management Skills
- 2. Educational Technology 4. Special Needs
- Each day worked in excess of the contractual work year shall attract 75. reimbursement at the daily rate. The daily rate shall be the per diem rate of the salary earned. Reimbursement for days worked during the months of July and August, in excess of the contractual work year, shall be based on the salary schedule of the immediately preceding contractual work year.
- 76. An Administrator required to substitute in a superior classification for a minimum of four consecutive weeks, shall receive the greater pay for the entire period so engaged.
- 77. Salaries shall be paid every second week in accordance with the existing practice.
- 78. A written request submitted to the Superintendent prior to May 15 of a given year for a combined single payment reflecting the total salary payments due during the summer recess shall be honored no later than the last day of the school session.

LONGEVITY

	<u>2017-2018</u>	2018-2019	<u>2019-2020</u>
After 10 years	\$1,300.00	\$1,300.00	\$1,300.00
After 15 years After 20 years	\$1,400.00 \$1,500.00	\$1,400.00 \$1,500.00	\$1,400.00 \$1,500.00
After 25 years After 30 years	\$1,600.00 \$2,300.00	\$1,725.00 \$2,800.00	\$1,825.00 \$2,900.00
After 35 years	\$2,500.00	\$2,900.00	,

MILEAGE

79. When travel is necessary in the performance of assigned duties, reimbursement at the rate of 35 cents per mile shall be made to the Administrator upon the monthly submission of a voucher to the Central Administration substantiating the miles traveled.

REDUCTION IN STAFF

80. Definition: Service – Length of service within a classification.

Seniority – Length of uninterrupted employment within the

Medford School Department.

If a reduction in the bargaining unit administrator staff is implemented by the Committee, the following shall apply:

- A. To the extent deemed fiscally responsible in the judgment of the Committee, normal attrition, i.e., retirement, resignation or death, will be used to accomplish reduction in force. Otherwise, the administrator with the least service within a particular classification undergoing reduction in force shall in each case be the first displaced by transfer or separation, except as modified in Section B.
- B. The following methods shall be utilized in the procedures to reduce excessive administrative personnel within specified classifications.
- B.1. Regarding individuals within a classification having identical service, seniority shall determine the order of transfer or separation. Those so displaced will be assured a teaching position in the area of their certification and competency provided none with greater teacher seniority is displaced.

- B.2. The Committee will exercise every effort to extend the notice of transfer or separation of an affected administrator through certified mail before the 15th of April preceding the contractual year in which said transfer or separation is to be effectuated.
- C. An administrator suffering a transfer from the unit or a separation from the system will be entitled to priority for recall within the two-year period following the effective date of either or both actions in inverse order of separation. During such periods, each on transfer or separation will be advised, by certified mail to the last address on file, of prospective vacancies or of newly created administrator positions which he or she is certified and competent to fill. No other may be hired for said position(s) until each transferred or separated administrator on recall who is qualified by certification and competency is given the opportunity of acceptance.
- D. The level of benefit accrual attained at the date of transfer or separation shall be credited to the recalled administrator effective as of the date recall.
- E. An administrator on separation during the recall period will be deemed on leave of absence without pay, with the privilege of continued participation in group health or life insurance plans by advancing 100% of the required monthly premium.

ILLEGALITY

81. If through a determination of a court of law, a provision of this Agreement is deemed illegal and such judgment is or may not be further challenged, then such provision shall be deemed enforceable only to the extent permitted by law. At the request of either party, a substitute provision shall be negotiated. The remainder of the Agreement will continue in full force and effect.

TERM OF AGREEMENT

82. This Agreement becomes effective July 1, 2018 and shall be in effect until midnight of June 30, 2021.

RENEWAL OF AGREEMENT

- 83. Negotiations for an extension or modification of this Agreement shall commence on or before January 1, 2021, on a date mutually agreed upon. 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 Bargaining Agreement upon its termination, unless advised to the contrary.
- 84. The School Committee agrees to print the revised consolidated Collective Bargaining Agreement in booklet form and provide a copy to each bargaining unit member.

SCHOOL COMMITTEE OF THE CITY OF MEDFORD	MEDFORD ADMINISTRATORS ASSOCIATION, Affiliated With M.A.P.S.A.
BY	BY
Mayor and Chairman	President
Date Executed	Date Executed
Approved as to form:	
City Solicitor	Superintendent of Schools
Date	Date