

**UNIT B**

**CONTRACT**

**BETWEEN THE**

**NEW BEDFORD EDUCATORS ASSOCIATION, INC.**

**AND THE**

**NEW BEDFORD SCHOOL COMMITTEE**

**July 1, 2014 - June 30, 2015**

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## **ARTICLE 1**

### **RECOGNITION**

For the purpose of collective bargaining on the question of wages, hours, and conditions of employment, the Committee recognizes the Association as the exclusive bargaining agent and representative of all Assistant Principals for Student Success, Assistant Principals, Directors, Instructional Leader (subject area), Coordinators, Supervisors, and Supervisor of Nurses. For the purpose of this Agreement, the term "administrators" shall be used to collectively designate these persons.

## **ARTICLE 2**

### **SALARIES**

#### **A. Basic Salary Schedule**

The Committee agrees that the salary schedules attached hereto and made a part hereof shall apply to all administrators covered by this Agreement.

The Committee further agrees to make an additional lump sum payment of \$1,000.00 on or about June 30, 2014 to members of the bargaining unit as of the date of ratification of this agreement that will not be included in the base salary of administrators.

#### **B. Method and Time of Payment**

1. All administrators will be paid on a weekly basis in fifty-two (52) equal installments. Administrators shall have the option of choosing to receive their yearly salary by being paid said salary in forty-two (42) equal installments during the work year. Administrators will be paid on the Wednesday before Thanksgiving. In years with 53 weeks administrators will be notified prior to the first Thursday in May there will be only 52 checks.
2. Notwithstanding the above, administrators may elect to be paid on a weekly basis on equal installments on Thursdays, from September to the end of the school year in June, with no monies deferred during the school year for payments in July and August. When Thursday is a holiday, administrators who elect this option will be paid on the day before.
3. Administrators who desire to change their method of payment shall so notify the Superintendent, in writing, before August 1, to take effect the first pay period of the new work year. No change in payment will be made during the work year.
4. Direct Deposit. Effective on or about the last pay period in June of 2015 or as soon as possible for the New Bedford Public Schools thereafter, all employees represented by the bargaining unit shall receive their pay through direct deposit.

C. Lump Sum Payments

The Superintendent or his/her designee shall provide an appropriate form for administrators no later than April 15th to allow an administrator to collect lump sum summer payment. This request must be submitted on the official form by the administrators no later than May 1st to be eligible for the lump sum summer payment. This payment is to be made on or before June 30th for each year. Administrators choosing the above-mentioned option no longer require a lump sum.

D. Salary Step and Sick Days Notification

On or before October 15 of each year, administrators shall be notified, in writing, of their salary step and of their number of accumulated sick days as of September 1st of the school year.

**ARTICLE 3**

**SUPPLIES AND BUDGET**

A. Notification of Alterations and Deletions

As soon as Central Administration is notified, administrators shall be notified of any alterations or deletions from orders of books, supplies, and the like. Administrators will be notified, in writing, of "no-bid" items by October 15. If a policy is devised as a result of consultations pursuant to the Unit A Contract, said policy shall supersede this section.

B. Budget Cut Review

Administrators will be given the opportunity to review cuts in their budget recommendations with the Superintendent or his/her designee before they are implemented.

**ARTICLE 4**

**RESIGNATION OR RETIREMENT**

A. Notice of Resignation or Retirement

All administrators are required to give notice to the Superintendent of resignation or retirement at least thirty (30) days in advance of its effective date. Notice of resignation or retirement effective in the month of September must be filed with the Superintendent at least sixty (60) days prior to their effective date.

B. Additional Compensation

The Committee/Superintendent agrees to provide an administrator, who has or will have at least ten (10) years of service with the New Bedford School Department and has notified the Superintendent, in writing, of his/her intent to resign or retire at the end of the school year, with a lump sum payment as additional compensation of \$3,000.00 for a resignation, or \$5,000.00 for a retirement under the Massachusetts Teachers Retirement Program or the City of New Bedford Retirement Program. The effective date of resignation or retirement must be no later than August 31 of the school year in which resignation or retirement is elected.

C. Payment of Additional Compensation

Such written notice must be made to the Superintendent of Schools on or before April 1. Payment will be made to the administrator on or before September 1. If an administrator fails to resign or retire at the end of the school year pursuant to his/her notice to the Superintendent, and has been paid the lump sum payment, the administrator must repay the additional compensation in a lump sum as a condition of continued employment with the New Bedford School Department.

## ARTICLE 5

### ADMINISTRATIVE EVALUATION AND DISCIPLINE

A. Adverse Action

The Superintendent shall not dismiss, suspend, demote, nor reduce the salary of any administrator except in accordance with the provisions of General Laws, Chapter 71.

No adverse action, as herein defined, shall be taken against any Unit B employee for disciplinary or other reasons without good cause. For the purposes of this Agreement, the term “adverse action” shall mean only the following type of action:

1. **Admonishment:** An admonishment is a disciplinary action taken against a Unit B person by the appropriate supervisory official for some infraction which is not of a serious nature. An admonishment may be oral or in writing and shall be carried out in as much privacy as possible.
2. **Reprimand:** A reprimand is a statement of official censure in a formal letter to the Unit B person from the School Committee and/or its agents for a serious violation.
3. **Suspension:** Suspension is an enforced temporary non-pay status and absence from duty of a professional employee directed by the Committee and/or its agents.

The Unit B person will be given written notice of his/her suspension and the reasons therefore prior to the effective date of such a suspension.

4. **Demotion:** Demotion, except as is otherwise provided herein, is a change from one position to another position lower in rank or compensation. The term "demotion", as used herein, shall not include any action taken by the Committee in not reappointing a Unit B person to assignments and/or positions demotions and the reasons therefore prior to the effective date of said demotion.

B. Discipline

No administrator shall be disciplined or deprived of any professional position or advantage held by said administrator, in cases not covered by Chapter 71 of the Massachusetts General Laws, without cause. The previous sentence shall not apply to a Superintendent's decision not to renew the appointment of an administrator with less than three (3) years' service in any position covered by this Agreement.

C. Work Performance

It is understood that administrators are continually under observation of their work performance by the Central Administration and that such observation is conducted openly in their daily contact with the administration. In the event work performance is not satisfactory, the Superintendent or his/her designee will call to the attention of the administrator the basis for such a determination and afford the administrator the opportunity to correct or improve his/her performance prior to instituting any disciplinary or other adverse action.

D. Evaluation Report

1. Administrators will be given a copy of any evaluation report prepared by their evaluator, and administrators will have the right to discuss such reports with their evaluators before the reports are submitted to the Superintendent or his/her designee or placed in their personnel files.
2. Upon review of his/her evaluation report, if the administrator is of the opinion the report refers to anonymous material or statements; i.e., the complainant refuses to identify him/herself, the administrator may request to meet with the Superintendent, and the Superintendent shall meet with the administrator to discuss the propriety of including such material or statements in the evaluation report. No anonymous material shall be included in the administrator's personnel file.
3. An administrator shall have the right to rebut, in writing, in whole or in part, his/her evaluation report and may request a meeting with the Superintendent in the event he/she is of the opinion the evaluation is unfair or incomplete.

4. Evaluation System

The evaluation system for administrators is incorporated as Appendix G and H in this agreement.

E. Notice of Report

Administrators wishing to discuss any report referred to in paragraph D above, shall notify their superior, in writing, within ten (10) school days of notice of said report.

F. Complaints

Any complaints regarding an administrator made to the administration by any parent, student, or other person will be promptly called to the administrator's attention. The full nature of the complaint and the name of the complainant will be provided to the administrator. In the event that "anonymous" information is given to the administration and passed on to an administrator, no action will be taken against an administrator based on this anonymous information. In the event the administrator is required to be present at more than one (1) meeting, the administrator shall be given two (2) working days notice of such meeting(s) between the complainant and the administrator, unless the Superintendent determines that the circumstances require an earlier meeting, no less than one (1) working day notice of the meeting. The administrator shall have the right to have representatives of the Association present.

G. Disciplinary Action

If an administrator is to be formally reprimanded, suspended, demoted or dismissed by the Superintendent, he/she will be entitled to have Association representation. Such disciplinary action shall be carried out in private and may be held after school hours.

## **ARTICLE 6**

### **ADMINISTRATORS' FILES**

All administrators' files shall be maintained under the following circumstances:

1. No material derogatory to an administrator's conduct, service, character, or personality shall be placed in the files unless the administrator has been previously notified in writing and given ten (10) school days to review it.
2. No material pertaining to the conduct, service, character, or personality of an administrator that is not substantiated shall be placed in the administrator's file.

3. An administrator shall have the right to answer any material put in his/her personnel file and have the answer attached to the file copy.
4. The Superintendent or his/her designee shall, at the request of an administrator, permit the administrator, by appointment, to inspect the contents of his/her personnel folder, files, cards, and records, and make copies of such contents and records in the presence of the Superintendent or his/her designee, and if he/she so desires, a representative from the Association, as concerns his/her work or him/herself.

## **ARTICLE 7**

### **TRANSFERS AND ASSIGNMENTS**

#### **A. Posting**

1. All vacancies, including newly created positions in Unit B, shall be posted, as soon as known, in every school or included in the Personnel Bulletin. A vacancy is defined as any unfilled Unit B position. Such posting shall clearly set forth a description and qualifications for the position including the duties and salary thereof. Such qualifications, duties and salary shall not be changed after having been posted unless the position is re-posted in which case the notice will clearly indicate that this is a re-posting. A copy of the posting or re-posting will be sent to the Association. The posted qualifications will be adhered to by the Principal and/or Superintendent.
2. When school is in session, such notice of vacancies or other promotional opportunities shall be posted, or included in the Personnel Bulletin, as far in advance as practicable, ordinarily, at least fifteen (15) school days before the final date of application, but in no event less than ten (10) school days before said date.

When school is not in session, such notice of vacancies or other promotional opportunities shall be sent to each administrator as far in advance as practicable, ordinarily, at least fourteen (14) days prior to the final date of application, but in no event, less than seven (7) days before said date.

3. Administrators who desire to apply for such positions shall submit their applications, in writing, to the Superintendent of Schools or his/her designee within the time limit specified in said notice.
4. In filling such vacancies and promotional positions, the Principal with the approval of the Superintendent shall consider requests for transfer and reassignments, the professional background the performance and professional licensure of all applicants, their length of time in the school system, the instructional requirements and the best interests of the school system. Each administrator not selected will receive notification from the Superintendent of

Schools or his/her designee that he/she was not selected prior to the appointment being announced.

5. If the Committee creates a new category, the New Bedford Educators Association, Inc. shall be notified, and representative of Unit B and the Committee shall meet to establish the salary and other conditions of employment for the newly created administrative category. If the parties are unable to agree, the Committee may post the position, pursuant to this Article, with the statement that the salary and other conditions of employment are subject to negotiations.

**B. Conditions of Employment**

1. All decisions relative to the filing of vacancies, assignments, transfers and promotions shall be made without regard to age, creed, race, color, religion, nationality, marital status, sex, sexual preference, ancestry, or physical handicap unless based upon a bona fide occupational qualification.
2. New appointees must be properly certified for the position at time of appointment or assignment to that position. A Master's Degree is required as a condition of employment for all new hires after execution of this agreement.
3. When an administrator is promoted or appointed to a position in a different Unit B category, he/she shall be placed on the first step of the salary range for the new position unless the first or higher steps are equal to or less than his/her present salary, in which case the administrator shall be placed on the step in the salary range of the new position which is immediately above his/her present salary.
4. In the event an administrator is demoted to a position in a different Unit B category, he/she shall be placed at the step in the position to which he/she is demoted which is next below his/her current salary.

**ARTICLE 8**

**ADMINISTRATIVE HOURS AND LOAD**

**A. Workday**

1. The workday for administrators with regular school assignments shall be as follows:

Elementary Schools	7:30	-	3:30 pm
Pulaski School	7:30	-	3:30 pm
Middle Schools	7:15	-	3:15 pm
High School	7:00	-	3:00 pm
Trinity Day School	7:00	-	3:00 pm

It is agreed that the workday for all administrators shall be eight (8) hours notwithstanding the start and end times of the school buildings.

2. The workday for Administrators without regular school assignments shall begin at 8:00 a.m. and end at 4:00 p.m. Administrators without regular school assignments shall have at least a one (1) hour daily duty-free lunch period.

B. Work Year

1. Prior to June 30, 2015, the work year of all administrators shall not exceed one hundred ninety (190) days and shall not begin prior to the Monday before Labor Day. Effective June 30, 2015, the work year for all administrators shall not exceed one hundred ninety-five (195) work days.
2. The work year shall encompass the regular school year with all vacations, holidays and early release days as provided in the Unit A Agreement being vacations and holidays for said administrators.

C. Emergencies

The Committee may, in its discretion, extend the school year for any particular school by a number of school days equal to the number of school days lost by any school as a result of such action by the Superintendent.

D. Meetings

1. Past practice shall be maintained regarding administrative meetings.
2. Administrative personnel shall not be required to attend more than one (1) evening meeting for open house and/or parent visitation and such meeting shall not last more than two (2) hours. In addition, such administrator may be required to be on duty no more than one (1) evening per year for such functions as plays, shows, and recreational events for the pupils.

a. Administrators at New Bedford High School

Administrators at New Bedford High School shall attend the following events:

*Assistant Principals for Student Success:*

Two Open Houses; Academic Awards, Graduation, 8<sup>th</sup> Grade Parents Night, Senior Prom, Junior Banquet and Senior Banquet

*Instructional Coordinators:*

Two Open Houses; Academic Expo, 8<sup>th</sup> Grade Parents Night.

*High School Based Directors and Department Chairs:  
Two Open Houses; Academic Expo, Academic Awards*

3. A monthly meeting between the Superintendent and representatives of Unit B shall be scheduled upon request of the Association or the Superintendent.

E. Administrators Serving as Substitutes

No administrator shall be required to serve as a substitute teacher in the New Bedford Public Schools.

Whenever a principal's absence is such that an acting principal is needed, the following procedure will be adhered to:

1. **Elementary Schools**

If an elementary school has an Assistant Principal, then in the absence of the Principal, the Assistant Principal or the most senior Assistant Principal in that building, will be given the opportunity first, to replace the Principal for no more than five (5) days.

In the event the most senior Assistant Principal on a rotating basis, declines the position, the opportunity will next be given to the least senior in that building and then to the least senior Assistant Principal in the New Bedford Elementary Schools.

The Assistant Principal will be paid starting on the first day of coverage, a minimum of thirty dollars (\$30.00) per day or the per diem rate of the Principal, whichever is greater for no more than five (5) days of coverage. In the event absence is due to school business, payment will commence on the third (3<sup>rd</sup>) day of absence.

In the event the absence exceeds five (5) day, the administration reserves the right to appoint an Acting Principal for the remainder of the absence.

2. **Middle Schools**

At the Middle Schools, the most senior Assistant Principal in the building of an absent Principal will be given the opportunity first, to replace the building Principal for a period of no more than five (5) days.

In the event the most senior Assistant Principal on a rotating basis, declines the position, the opportunity will next be given to the least senior in that building and then to the least senior Assistant Principal in the New Bedford Middle Schools.

The Assistant Principal will be paid starting on the first day of coverage, a minimum of thirty dollars (\$30.00) per day or the per diem of the Principal, whichever is greater, for no more than five (5) days of coverage. In the event the absence is due to school business, payment will commence on the third (3<sup>rd</sup>) day of absence.

In the event the absence exceeds five (5) days, the administration reserves the right to appoint an Acting Principal for the remainder of the absence.

**3. High School**

In the event the senior Headmaster must cover for a non-Unit B administrator at the high school s/he will receive \$30.00 per day or the per diem rate of the administrator whichever is greater, commencing on the first day of coverage for no more than five (5) days.

If the Housemaster must be replaced, the Instructional Coordinator in that house will cover for the Housemaster and receive thirty dollars (\$30.00) per day or the per diem rate of the Housemaster whichever is greater commencing on the first day of coverage for no more than five (5) days of coverage.

If the Housemaster's absence is due to school business, payment will commence on the third (3<sup>rd</sup>) day of the absence.

In the event the absence exceeds five (5) days, the administration reserves the right to appoint an "Acting" replacement for the absent administrator."

**F. Notices**

As soon as possible, administrators shall be notified, in writing, of any change in program, duty, or in-building assignment no later than one (1) full school week before school closes in any school year or at least twenty-five days before such change during the school year.

**G. The parties agree to re-open the pertinent sections of Article 8, during the 2008-2009 school year to discuss any modifications that may be needed due to the recommendations from the Joint Committee working on the New Bedford High School schedule.**

**ARTICLE 9**

**REDUCTION IN FORCE**

In the event it becomes necessary for the Superintendent to reduce the number of administrators because of financial limitations, reasons of economy, decreases in pupil enrollment or

reorganization, the procedures set forth in this Article shall govern the layoff of employees who are affected by such reduction.

A. Definitions

1. For the purpose of this Article, administrative categories shall be defined as follows:
  - a. Assistant Principal for Student Success
  - b. Assistant Principal - Middle School
  - c. Assistant Principal - Elementary
  - d. Directors
  - e. Coordinators
  - f. Supervisors
  - g. Instructional Leaders
2. The term “seniority” shall mean total years of service in a position covered by Unit B, whether such service is continuous or not, including assignments to a non-Unit B position (e.g. principal) or while on an authorized leave of absence provided for in the Agreement. In the event that there is a tie in categorical seniority between potential administrators to be laid off, seniority within Unit B shall be the determining factor. The seniority status for Unit B personnel in Unit A shall be determined in accordance with the provisions of the Unit A Contract, provided that when an administrator reenters Unit A, he/she shall carry full seniority accrued while being a member of Unit B, plus any seniority gained while being a member of Unit A.
3. In the event of a tie in Unit B seniority, the length of service in Unit A shall be the deciding factor of who is more senior. If a tie continues to exist, seniority shall be decided by a lottery.
4. In the event an administrator enters a category after lottery has established the seniority ranking of an administrator causing an additional tie in seniority the administrator who enters after the lottery shall be ranked below the ranking of the administrator whose seniority date has been previously established by a lottery.

B. Procedures for Layoff

1. Assistant Housemasters

In the event that layoffs are necessary in the position of Housemaster, Assistant Principal for Student Success shall be laid off in the inverse order of seniority as a Housemaster. A Housemaster who is laid off may replace the least senior teacher in an area where the Housemaster is certified. If certified in more than one (1) area, the Housemaster will be returned to the area of teaching he/she formerly held if there is a teacher in such area with less seniority. In the event there is no

teacher with less seniority in the administrator's area, then the Superintendent shall assign the administrator to a position for which he/she is certified and there is a teacher with less seniority.

2. Assistant Principals at Middle School Level

In the event that layoffs are necessary, the Assistant Principals at the Middle School level shall be laid off in the inverse order of seniority as Assistant Principals. In the event the Assistant Principal at the Middle School level is laid off because of his/her seniority, he/she may replace the least senior teacher in an area where the Assistant Principal is certified, provided that if he/she is certified in more than one (1) area, the administrator will be returned to the area of teaching he/she formerly held if there is a teacher in such an area with less seniority and, in the event there is no teacher with less seniority in the administrator's area, then the Superintendent shall assign the administrator to a position in which he/she is certified and there is a teacher with less seniority.

3. Assistant Principals at the Elementary Level

In the event that layoffs are necessary, the Assistant Principals at the Middle School level shall be laid off in the inverse order of seniority as Assistant Principals. In the event that the Assistant Principal at the Elementary level is laid off because of his/her seniority, he/she may bump the least senior teacher in an area where the Assistant Principal is certified, provided that if he/she is certified in more than one (1) area, the administrator will be returned to the area of teaching he/she formerly held if there is a teacher in such an area with less seniority; and in the event there is no teacher with less seniority in the administrator's area, then the Superintendent shall assign the administrator to a position in which he/she is certified and there is a teacher with less seniority.

4. Directors, Coordinators, and Instructional Leaders

In the event that layoffs are necessary in the administrative categories of Directors, Coordinators, or Instructional Leaders, the layoffs shall not be in the inverse of seniority, but shall affect the administrator whose position is reduced because of financial limitations, reason of economy, decreases in pupil enrollment, or reorganization. If a Director, Coordinator or Department Head is laid off and directly supervises a supervisor and meets the posted qualifications for the present position or has held the position of supervisor previously, then he/she may replace the Supervisor provided the Director, Coordinator, or Department Head has greater continuous Unit B seniority. In the event the administrator is laid off because of his/her seniority, he/she may replace the least senior teacher in an area where the administrator is certified, provided that if he/she is certified in more than one (1) area, the administrator will be returned to the area of teaching he/she formerly held if there is a teacher in such an area with less seniority, and in the event there is no teacher with less seniority in the

administrator's area, then the Superintendent shall assign the administrator to a position in which he/she is certified and there is a teacher with less seniority.

5. Supervisors

Except for Supervisors in ESL/World Language, Secondary, or Special Education, in the event that layoffs are necessary, the Supervisors (including Chapter I Elementary Supervisor) shall be laid off in the inverse order of continuous seniority in the category of Supervisor. Supervisors in the ESL/World Language, Secondary, or Special Education areas shall be laid off in the inverse order of seniority as Supervisors in the program. In the event that a Supervisor is laid off because of his/her seniority, he/she may replace the least senior teacher in an area where the supervisor is certified, provided that if he/she is certified in more than one (1) area, the administrator will be returned to the area of teaching he/she formerly held if there is a teacher in such area with less seniority; and in the event there is no teacher with less seniority in the administrator's area, then the Superintendent shall assign the administrator to a position in which he/she is certified and there is a teacher with less seniority.

C. Reduction in Force and Recall

1. If a transfer or reassignment is caused by a reduction in force at a particular school or schools, then a list of open positions in the school system will be made available to all administrators being involuntarily transferred or reassigned. Such administrators may request the positions in order of preference to which they desire to be transferred. Administrators being involuntarily transferred or reassigned because of a reduction in force shall have preference over those seeking voluntary transfer or reassignments, provided it is within the area of competence of the administrator and he/she is otherwise qualified for the position by educational or work experience.
2. For a period of two (2) years from the effective date a layoff commences, administrators who are laid off and have returned to Unit A shall be entitled to bid for openings in Unit B, notwithstanding their assignment to Unit A. Voluntary transfers within Unit B shall be considered first by the Superintendent and, at such time as there are no voluntary requests, administrators who are laid off shall be considered, provided it is within the area of competence of the former administrator and he/she is otherwise qualified for the position by educational or working experience or length of service.

Whenever a member of Unit B is forced into Unit A, he/she shall maintain his/her seniority in Unit B for a five (5) year period; if recalled to Unit B, he/she shall not carry his/her Unit A seniority with him/her.

D. Reinstatement of Positions

If an administrative position is abolished for any reason, and is reestablished for the following school year, the administrator who was either terminated or demoted from that position shall be reinstated to the position without loss of continuous Unit B seniority.

E. Seniority List

On October 31st of each year, the Association shall be provided with an updated seniority list of all Unit B administrators. This list shall provide the date of appointment of each Unit B administrator in regards to continuous service in Unit B and, in addition, total combined seniority in Unit B and Unit A.

F. Disciplinary Transfers

No administrator shall be involuntarily transferred for disciplinary reasons.

G. Assignments

Upon consolidation of schools and/or the opening of new schools, due weight shall be accorded to an administrators length of service, qualifications and evaluations, by the Superintendent of Schools, or his/her designee, in the staffing and reassignment of administrators.

## **ARTICLE 10**

### **TRAVEL REIMBURSEMENT**

A. Reimbursement for Travel Outside of City

All administrators will be reimbursed at the IRS rate for all travel outside the city connected with the performance of their duties such as attendance at any conference or meeting to which they have been assigned or which they are attending with the advance approval of the Superintendent.

## ARTICLE 11

### SICK LEAVE

#### A. Annual Sick Leave

1. Annual sick leave with full pay shall be allowed all administrators on annual salary at the rate of one and one-half (1 1/2) days for each month of service, not to exceed fifteen (15) days in any one year. Unused sick leave may be accumulated from year to year, but not in excess of one hundred ninety (190) days.

Professional employees will be allowed to use eight (8) of their fifteen (15) days per year in cases of family illness of a spouse, child, or parent living in the household.

2. If an administrator begins the school year with the maximum accumulation of sick leave and serves the entire school year, he/she shall be allowed additional sick leave accumulation above the maximum accumulation of one hundred eighty (180) days for severance pay purposes only under Paragraph F in accordance with the following formula:

0-5 sick days used – accrue 10 additional  
6 sick days used – accrue 8 additional  
7 sick days used – accrue 6 additional  
8 sick days used – accrue 4 additional  
9 sick days used – accrue 2 additional  
10 sick days used – accrue 0 additional

3. Unused personal days will be added to accumulated sick leave for the following school year if the professional employee does not have maximum accumulation. If an administrator is at maximum accumulation, the unused personal leave will be credited to sick leave for buy-back purposes only.

#### B. Physician's Certificate

Administrators may be required, at the discretion of the Superintendent or other central office designee, to furnish a certificate from an attending physician when sick leave extends beyond three (3) consecutive school days.

#### C. Independent Examination

The Committee through the Superintendent, at its own expense, reserves the right to have an additional physician examine any administrator taking sick leave whenever, in its opinion, the administrator may not be entitled to sick leave benefits.

D. Use of Sick Leave

It is specifically agreed that any administrator who does not have any accrued sick leave to his/her credit may, during any one (1) school year, use that school year's sick leave prior to its actual accrual. In the event an administrator borrows leave as provided in this paragraph, and terminates employment with the system prior to actually earning sick leave as provided in paragraph one of this Article, the administrator agrees that an amount equal to the number of used but not earned sick leave days multiplied by 1/190th for all administrators, of his/her annual basic salary will be deducted from his/her final paycheck.

E. Extended Illness Plan

The Committee agrees to provide administrators with the following extended illness plan:

1. In the event that an administrator shall be absent from school due to illness or accident of an extended nature which is verified by a physician to be twenty (20) school days or longer in duration, the administrator shall be entitled to benefits under this extended illness plan.
2. Such administrator(s) who comply with the above requirements shall be entitled to an additional number of sick days equal to the number of actual accumulated sick days at the inception of his/her extended illness. In the event that an administrator has the maximum accumulation of 180 sick days, he/she shall be entitled to 2 full years of sick leave (380 days).
3. The rate of compensation for his/her actual accumulated sick leave shall be full pay in accordance with current Committee policy. The rate of compensation for the additional days in accordance with the extended illness plan shall be calculated in accordance with the following formula:

$$\text{Rate of Pay} \times \frac{\text{Actual accumulated sick days at the inception of extended illness}}{\text{Total possible accumulated sick leave since inception of employment as specified in Section 1.}} = \text{Rate of pay during extended illness}$$

4. Upon return from an extended illness, an administrator shall continue to be eligible for the extended illness plan in the following manner:

An administrator shall be entitled to additional sick days equal to the number of actual accumulated sick days since his/her return to work. Said days shall be compensated at the rate of pay calculated by multiplying his/her daily rate

of pay times the ratio of actual accumulated sick days since his/her return to work.

5. Continuous treatments for the prolonged illnesses, including but not limited to those listed below, shall qualify for extended sick leave even though the absences are not consecutive:

- Cancer
- Disabling paralysis caused by brain or spinal tumors, polio, or
- Multiple Sclerosis
- Addison's Disease
- Coronary or cerebral thrombosis
- Disabling major bone fractures or dislocations
- Cystic fibrosis
- Disabling limb amputations
- Chronic tuberculosis
- Chronic congestive heart failure
- Chronic rheumatic fever
- Dialysis
- AIDS or AIDS Related Complex

F. Severance Pay - Resignation/Retirement

Each administrator, who is retired by the City or State Retirement Board after ten (10) years of satisfactory service in the New Bedford School Department, or who resigns with ten (10) years of satisfactory service with the New Bedford School Department shall receive, in one lump sum, a payment of one hundred ten dollars (\$110.) in 2008-2009; one hundred twenty dollars (\$120.00) in 2009-2010, one hundred twenty-five dollars (\$125.00) in 2010-2011 for each accumulated sick day.

G. Severance Pay - Death

Upon the death of an administrator, his/her estate shall receive the appropriate amount as determined under Section F above.

H. Sick Leave Limitation

Sick days shall be deducted only for lost school days.

I. Sick Leave Bank

1. Establishment

A Sick Leave Bank shall be established for the purpose of making additional sick leave days available to professional employees who have exhausted their entire sick leave accumulation through prolonged illness, and who have serious illness

or injury. Participation in the Sick Leave Bank shall be voluntary. Any employee who voluntarily participates in the Sick Leave Bank shall be eligible to use the Bank after using sick leave under Article 15, Section E, Extended Illness. Payment under the Sick Leave Bank shall be at the same rate of pay as payment under Article 15, Section E; however, the Bank will be charged one (1) full day.

2. Funding

The Sick Leave Bank will be initially funded by deducting one (1) sick day from the accumulated sick leave days of each professional employee who has agreed to participate in the Bank, and contributing such day(s) to the Bank. When the Bank is depleted to twenty (20) sick leave days, an additional assessment of one (1) day of sick leave shall be made against the sick leave account of each professional employee who has agreed to continue to participate in the Bank. A donation or assessment voluntarily made shall be considered use of a sick day under paragraph A. 2. above.

3. Granting of Days

The initial grant of sick leave days from the Bank shall not exceed forty (40) days, after which the professional employee may reapply for no more than an additional twenty (20) days. Requests for Sick Leave Bank days shall be submitted, in writing, to the Sick Leave Bank Committee, and shall include a written statement from the professional employee's physician indicating the nature and the extent of the illness or injury and the estimated time that the professional employee will be absent from work.

4. Membership

Administrators wishing to join the Bank must submit an application for membership by November 1<sup>st</sup> on a form approved by the Sick Leave Bank Committee.

5. Administration

The Sick Leave Bank shall be administered by a Sick Leave Bank Committee comprised of five (5) persons, three (3) appointed by the Association and two (2) by the Committee. The decisions of the Sick Leave Bank Committee shall be final and shall not be subject to the grievance procedure.

6. Unit B members shall participate in a combined sick leave bank program with Unit A of the New Bedford Educators Association.

7. Workers' Compensation

Professional employees who are drawing on Workers' Compensation will not be eligible to draw from the Sick Leave Bank.

**ARTICLE 12**

**TEMPORARY LEAVES OF ABSENCE**

Administrators shall be entitled to the following temporary leaves of absence, with pay, each school year:

A. Bereavement Leave - Immediate Family

In case of death in the immediate family of an administrator, an absence of three (3) calendar days, including the funeral. The term "immediate family", as used in this Article and Article 14, means husband, wife, parent, grandparent, grandchild, son, daughter, brother, sister, or such in-laws. These three (3) funeral days, if used, must be taken within five (5) calendar days immediately following the death. No funeral leave will be paid for any day during school vacation weeks. Notwithstanding the above, for cremation, the three (3) funeral days need not be consecutive, and not necessarily be within the five (5) day framework.

B. Bereavement Leave - Other

In the case of the death of an aunt, uncle, niece, nephew or first cousin of a professional employee or spouse of the professional employee, an absence of one calendar day may be used to attend the funeral.

C. Personal Leave

Administrators shall be granted three (3) days of personal leave annually. Personal days may be taken in one-half (1/2) day segments. Such days shall be prearranged whenever possible.

D. Additional Bereavement and Personal Leave

Additional leave, in Sections A, B and C above, may be granted at the discretion of the Superintendent.

E. School Visitation

1. The Superintendent, without referral to the Committee, may grant permission to administrators to visit schools in the city or elsewhere without loss of pay when, in the opinion of the Superintendent, the best interests of the New Bedford Public

Schools will be advanced thereby. However, not more than two (2) such visiting days may be allowed any administrator in one (1) school year, and any expenses incurred shall be paid by the administrator requesting the permission.

2. Request for permission to visit schools shall be made directly to the Superintendent of Schools at least one (1) week in advance of the anticipated absence. Notice of return to duty shall be made on the day of return in the same manner as notice of return to duty following an absence due to personal illness. A written report, if requested by the Superintendent, shall be submitted to the Superintendent within one (1) week following each visiting day.

F. Religious Policy

Existing religious policy on leave will be continued.

G. Court Appearances

1. When an administrator is required to be absent from his/her assignment for a court appearance on matters connected with his/her official duties with the School Department, such absence shall not be deducted from his/her sick leave or personal leave.
2. If an administrator is required by the Superintendent to appear in court as a witness on school-related business during school vacations, he/she shall be paid at the following rates for the time spent in court, with a minimum of three (3) hours:

The hourly rate will be calculated based on the Unit B member's salary divided by the contractual amount of work days divided by 7 to reflect a per diem hourly rate.

3. In the event an administrator is required by subpoena to appear in court on matters not related to school business, the Superintendent may, at his discretion, grant court leave with pay.

H. Jury Duty

An administrator required to serve on Jury Duty and thus absent from regular work duty shall, upon application, be paid the difference between regular compensation from the School Department and compensation received for Jury Duty upon presentation of certification of compensation paid by the court. Travel allowances are not included in compensation paid by the Court.

## ARTICLE 13

### EXTENDED LEAVES OF ABSENCE

#### A. Maternity/Adoption Leave

1. An administrator who is pregnant shall be entitled, upon request, to a leave, without pay, to begin at any time between the commencement of the pregnancy and one (1) year after the termination of her pregnancy. Said administrator shall notify the Superintendent, in writing, of her desire to take such leave and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which her leave is to begin. She shall include with such notice either a physician's statement certifying her pregnancy, or a copy of the birth certificate of her child, whichever is applicable. An administrator who is pregnant may continue in active employment as late into her pregnancy as she desires provided she is able to properly perform her required functions.
2. An administrator on maternity leave shall notify the Superintendent of Schools as soon as possible of her intent to return during the one (1) year period after the termination of the pregnancy, and shall be entitled to return to her former position unless such position has been eliminated, in which case the administrator shall be assigned as nearly as comparable a position as possible.
3. Unless an administrator returns to duty on the expiration of the one (1) year period, her employment shall be terminated unless the leave is extended using the procedure as provided in Section H of this Article.
4. Upon written application of an administrator, a maternity leave may be extended or curtailed if unusual conditions exist, at the discretion of the Superintendent.
5. An administrator, who has been employed ninety-one (91) days of the school year, upon return, will be given credit on the salary schedule for a full year's work; however, the administrator will not earn sick leave while on unpaid maternity leave.
6. An administrator shall be entitled to take paid sick leave to cover that period of the maternity leave during which she was actually physically disabled due to the pregnancy or the termination thereof, in accordance with the regulations issued by the Massachusetts Commission Against Discrimination under Massachusetts General Laws, Chapter 151(B), Section 4, and Chapter 149, Section 105(D). The inclusion of the Massachusetts Commission Against Discrimination regulations shall not act so as to create a six (6) month probationary period and/or to limit sick leave benefits to administrators on maternity leave of eight (8) weeks of less.
7. An administrator may alternately request maternity leave, without pay, for two (2) school years, provided that if the administrator exercises this alternate, she may

not return during the two (2) year leave of absence without the approval of the Superintendent of Schools whose decision shall be final, and provided, further, the administrator will be assigned to as nearly as comparable a position s possible and will not be assured the opportunity to return to her former position.

8. An Administrator shall be granted up to eight (8) weeks leave for the purpose of adoption. Said leave shall be paid leave provided that sufficient sick leave time has been accrued.

B. Leave for Family Illness

1. A leave of absence, without pay or increment, of up to one (1) year, will be granted for the purpose of caring for a sick member of an administrator's immediate family.
2. The administrator shall be reinstated to his/her former position unless the position has been eliminated; in which case, the administrator shall be assigned to as nearly as comparable a position as possible. If the position is eliminated, then the person becomes an involuntary transfer.

C. Personal Illness

Any administrator whose personal illness extends beyond the period compensated by sick leave will be granted a leave of absence, without pay, for such time as is necessary for complete recovery from such illness not to exceed one (1) year. Upon return from such leave, every effort will be made to assure that the administrator is assigned to the same position she had before taking the leave, if available.

D. Maintenance of Rights

All benefits to which an administrator was entitled at the time his/her leave of absence commenced, including unused, accumulated sick leave, will be restored to him/her upon his/her return, provided that the administrator returns to service immediately upon expiration of his/her leave.

E. Requests for Leaves

In unusual or grave personal circumstances, or for the purpose of restoration of health, professional improvement, or special educational service, or military service other than those cases specifically covered above, an administrator may, upon the recommendation of the Superintendent and confirmation by the Committee, be granted a limited leave of absence, without pay, when such leave seems to be in the best interests of the school system as well as of the individual administrator.

F. Educational Leave

A leave of absence, without pay or increment, for one (1) school year, will be granted for the purpose of additional formal educational in a school-related area. The Superintendent of Schools shall determine whether the request is for a school-related area.

G. Leave for Federal/State Assignment

A leave of absence, without pay or increment, will be granted for one (1) school year for the purpose of permitting the administrator to accept an assignment with a federal or state educational agency.

H. Extension of Leave of Absence

All requests for extended leaves of absence will be applied for and granted, in writing.

I. Assault Leave

When a professional employee is injured as the result of an assault in the performance of his/her duties and must be absent from school due to such injury, the School Committee shall pay the professional employee his/her full salary for the first five (5) days of absence, and the professional employee shall not suffer loss of any sick days for this period of time.

After the first five (5) day period the School Committee shall, for the period of up to twenty-one (21) days, pay the professional employee the difference of what Workers' Compensation pays and the amount the professional employee earns on a daily basis. During this period of time, the professional employee shall suffer no loss of sick days. After the twenty-one (21) day period, the School Committee shall pay the same difference in pay of what Workers' Compensation pays and what the professional employee earns on a daily basis, however, the professional employee will lose that percentage of what the School Committee pays in sick days. Example: Workers' Compensation pays 2/3, the School Committee pays 1/3, and the professional employee loses 1/3 of a sick day.

J. Family Medical Leave Act (FMLA)

1. The leave provisions set forth in other sections of this Agreement will prevail except in those instances where the FMLA provides greater benefits. Unpaid leaves of absence under the Agreement are inclusive of benefits provided under FMLA.
2. The Committee shall not require the use of personal leave or sick leave, as set forth in Articles 12 and 13 of this Agreement, as a condition of taking an FMLA

leave, but, if used, said personal or sick leave shall be inclusive of benefits provided under FMLA.

3. Where both spouses are employed by the School Department, they are entitled to a combined total of twelve (12) weeks leave for: (1) birth, adoption or foster care; or (2) in order to care for a parent with a serious health condition.
4. When both spouses are employed by the School Department, each employee is entitled to a twelve (12) week leave, without counting leave time taken by the other spouse, for their own serious health condition or to care for their child.

## **ARTICLE 14**

### **SABBATICAL LEAVE**

A. Condition of Leave

Any administrator, subject to the approval of the Superintendent, may be granted a leave of absence for not more than one (1) year for the purpose of advanced study at any accredited institution of higher learning provided he/she agrees to return immediately to the New Bedford School System for two (2) years unless excused for serious reasons.

B. Compensation

An administrator on sabbatical leave will receive no less than one half the annual salary of the administrator, including base salary, Professional Improvement Compensation and Longevity. Upon return the administrator will be given full credit on the salary schedule for the period of his/her leave and will have restored to him/her all benefits to which he/she was entitled at the time the sabbatical leave commenced, including unused, accumulated sick leave. During the time an administrator is on sabbatical leave, he/she shall continue to receive the health insurance and group life insurance benefits as set forth in Article 24, Benefits. No sick leave will be earned while on sabbatical leave.

C. Request

Written request for sabbatical leave of absence, addressed to the Superintendent, shall be in the office of the Superintendent at least three (3) months prior to the beginning of the sabbatical leave of absence. The administrator will receive a response to his/her request within one and one-half (1 1/2) months of the submission of the request for the sabbatical leave.

D. Requirement for Service Upon Return

Prior to the granting of the sabbatical leave, the professional employee shall enter into a written agreement with the Superintendent that, upon termination of such leave, he/she will return to service in the New Bedford Public Schools for a period equal to twice the

length of the sabbatical leave, and that, in default of completing such service, he/she will refund the City of New Bedford an amount equal to such proportion of salary received by him/her while on said leave, as the amount of service agreed to be rendered. This section shall not apply to employees who are excused by the Superintendent from this requirement for serious reasons.

## **ARTICLE 15**

### **PROTECTION**

A. Reporting Assaults

Administrators will immediately report, in writing, to their immediate supervisor all cases of assault suffered by them in connection with their employment.

B. Availability of Information

This report will be forwarded to the Committee which will comply with any reasonable request from the administrator for non-privileged information in its session relating to the incident or the persons involved.

C. Insurance Coverage

The Committee agrees to maintain existing levels of insurance covering any automobile used by an employee in the course of their employment.

D. Right to Legal Counsel to the School Committee

Upon request to the Superintendent, administrators will be allowed to discuss with counsel to the School Committee, any grievance by any employee prior to a scheduled hearing before the School Committee.

E. Legal Counsel

The School Committee shall provide legal counsel for administrators when legal action is initiated against the administrator for performance of his/her duties. This provision shall apply when the Superintendent has determined that the administrator was not at fault and engaged in the normal performance of his/her duties.

## **ARTICLE 16**

### **SPECIAL DUTY PAY**

An administrator who is assigned or appointed to additional administrative duties in the titles listed below, such as summer or evening school or other after school projects (e.g., supervisor of

the bilingual pre-school program) shall be paid at an hourly rate determined by the assigned or appointed position.

The hourly rate for all bargaining unit members shall be thirty-five dollars (\$35.00) for 2008-2009; thirty-six dollars (\$36.00) for 2009-2010; thirty-seven dollars (\$37.00) for 2010-2011.

## **ARTICLE 17**

### **ACCIDENT BENEFITS**

Whenever an administrator is absent from school as a result of personal injury compensable under the Massachusetts Workers' Compensation Laws, caused by an accident arising out of and in the course of his/her employment, he/she may elect to charge all or part of such absence during the period of temporary disability due to the accident to sick leave, in which event he/she shall receive the sick leave pay to which he/she is entitled for the period so charged, less the amount of any Workers' Compensation award made for temporary disability due to said injury for any period for which sick leave pay is paid. In the absence of such election, such administrator shall not receive his/her sick leave payments during the period of his/her absence for temporary disability due to the accident, and his/her sick leave credit shall not be reduced by any reason of any Workers' Compensation payments he/she may receive for temporary disability due to injury. An employee may elect to draw upon such wages as have been earned by said employee prior to his/her injury and withheld for payment as so-called "summer monies" during that period of time between the occurrence of the injury and the determination by the City Solicitor as to coverage by Workers' Compensation. An employee who makes such an election must take his/her remaining "summer monies" as a lump sum payment.

## **ARTICLE 18**

### **USE OF SCHOOL FACILITIES**

#### **A. School Facilities**

In accordance with the Committee's usual policies on building use, the Association shall have the right to use school buildings without cost, except for custodial fees, at reasonable times outside of school hours for meetings.

#### **B. Association Notices**

The Association will have the right to place notices, circulars, and other material on faculty bulletin boards in the schools and in administrators' mail boxes. It is expressly understood that no member of the Administration will assume responsibility for the posting or distribution of materials for the Association or any other teacher organization.

## ARTICLE 19

### GRIEVANCE PROCEDURE

#### A. Definition

A grievance is a claim based upon an event or condition which affects the welfare and condition of employment of any employee or group of employees and the interpretation, meaning, or application of any term of this Agreement.

#### B. Time Limits

1. All time limits herein shall consist of calendar days exclusive of legal holidays. The time limits indicated hereunder shall be considered maximum limits unless extended by mutual agreement, in writing. In the event a grievance is reported which cannot be resolved to the satisfaction of the Association using the time limits set out herein, prior to the termination of this Contract and no succeeding Contract has as yet been signed by the parties hereto, then the Association may submit the grievance directly to arbitration.
2. Failure at any step of this procedure to communicate the decision of a grievance with the specified time limits to the aggrieved employee and to the President of the Association shall permit the aggrieved party or parties to proceed to the next step.
3. Failure at any step of this procedure to appeal the grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
4. When a grievance arises, the grievance must be filed within thirty (30) days from the day of the event upon which the grievance is based or from the date when the administrator had or should have had knowledge that he/she is aggrieved.

#### C. Adjustment of Grievances

##### Level 1

An administrator with a grievance shall, with or without a representative of the Association, present it to his Principal and/or immediate Supervisor within the time limit specified in Paragraph B 4. Should the grievance involve a decision of the Superintendent of Schools, or School Committee, it may be commenced at Level 2 of this procedure.

## Level 2

In the event that the grievance shall not have been disposed of at Level 1 to the satisfaction of the aggrieved employee, or in the event that no decision has been reached within seven (7) days after presentation of the grievance to the immediate supervisor and/or Principal, the grievance shall be reduced to writing and referred to the Superintendent of Schools within fourteen (14) days after the issuance of the unsatisfactory disposition or the expiration of the seven (7) day time limit provided herein, whichever comes first. Within fourteen (14) days after the receipt of the written grievance by the Superintendent, he/she or his/her designee shall meet with the aggrieved employee and representatives of the Association in an effort to settle the grievance.

## Level 3

In the event that the grievance shall not have been satisfactorily disposed of at Level 2, or in the event that no decision has been rendered within twenty-one (21) days after the Level 2 meeting, the grievance shall be referred in writing to the Committee within twenty-one (21) days after the issuance of the unsatisfactory disposition or the expiration of the twenty-one (21) day time limit provided herein, whichever comes first.

Within twenty-one (21) days after receipt of the written grievance, the Committee or its designees will meet with representatives of the Association in an effort to settle the grievance. In the event that such a hearing is held by designees, the decision shall be in writing and approved by the Committee prior to its issuance. The grievant shall be granted a hearing by the full Committee at his/her request on any disciplinary matter.

## Level 4

In the event that the grievance shall not have been satisfactorily disposed of at Level 3, or in the event that no decision has been rendered within twenty-one (21) days after the Level 3 meeting, the Association may refer the grievance, in writing, to the American Arbitration Association for arbitration under their rules within twenty-one (21) days after the issuance of the unsatisfactory disposition or the expiration of the twenty-one (21) day time limit, provided herein, whichever comes first. The results of such arbitration shall be final and binding on both parties.

### D. General Provisions

If the Association chooses not to take the grievance to arbitration, the individual members may preserve their rights to file for a statutory arbitration through the Commissioner of Education. The filing to the Commissioner must be within thirty (30) days of notification to the member of the intent to dismiss/terminate.

## ARTICLE 20

### DUES DEDUCTION

A. Association Dues

The Committee agrees to deduct from administrators' salaries, dues for the New Bedford Educators Association, the Massachusetts Teachers Association and the National Education Association as the administrators, individually and voluntarily, authorize the Committee to deduct, and to transmit the amount so authorized to the Financial Secretary of the New Bedford Educators Association, Inc.

B. Authorization

Each administrator who desires to authorize such deduction shall file with the Treasurer of the City of New Bedford through the School Department, a signed and dated New Bedford Educators Association, Inc., Payroll Deduction Authorization Form authorizing the Treasurer of the City of New Bedford to deduct from his/her weekly earnings and to remit to the Financial Secretary of the New Bedford Educators Association, Inc., an amount of money equal to the dues required for membership in the organization or organizations so specified. He/she shall so permit a waiver of all right and claim against the Committee and the City of New Bedford and the officers and agents thereof, for monies deducted and remitted in accordance with said authorization, and an agreement that such deductions and remittances shall continue from year to year as so authorized, unless such administrator notifies the Treasurer of the City of New Bedford through the School Department, in writing, of his/her desire to discontinue or to change such authorization, said notice to be given at least sixty (60) days in advance of the effective date of such discontinuance or change.

C. Payment

Deductions shall be made weekly not later than September 30<sup>th</sup> of each school year and if possible, by September 15 of each school year.

D. Association Responsibility

The Association agrees to save the City harmless from any action growing out of these deductions and commenced by any employee against the City, and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the authorized responsible Association official.

E. Employee Absences

If an employee who is absent because of sickness, leave of absence, or for any other reason has no earnings due him/her for a pay period, no deductions will be made from

that employee for that pay period. These deductions will be made up at the completion of the regularly scheduled dues deduction period.

F. Other Deductions

Deductions will be allowed at the request of the administrator for the following: Municipal Employees Credit Union, Massachusetts Teachers Association Credit Union, Life Insurance, Dental Insurance, and Annuity Programs as soon as practicable.

G. Agency Fee

The Committee agrees to require, during the term of this Agreement, that all employees covered by this Agreement, except those employees certified to the Committee by the Association as being members of the Association as of the fourth (4th) day of their employment or the thirtieth (30th) day after the effective date of this Agreement, whichever is later, shall pay to the New Bedford Educators Association, Inc., a service fee set by the Association, which fee shall not exceed the amount of dues paid to the Association by a regular active member.

H. Employee Deductions

The Committee will deduct from the paychecks of employees who so indicate in writing an amount to be forwarded to the Association for participation in insurance programs offered and administered by the Association.

**ARTICLE 21**

**GENERAL**

A. Association Rights

The Committee shall not discriminate in any way against any administrator by reason of his/her membership in or participation in the activities of the Association or his/her exercise of rights granted under this Agreement.

B. Committee Agenda/Minutes

The Committee will provide the Association with an advanced copy of the agenda for each official Committee meeting, and a copy of any supplementary agenda. Minutes of the School Committee will be provided to the Association.

C. Committee Rights

Nothing in this Agreement shall be deemed to derogate from or impair any power, right, or duty hereto before possessed or retained by the Committee, except where such right, power, or duty is modified, amended, or limited by this Agreement.

D. Separability Clause

If any provision of this Contract or any application of this Contract to any administrator or group of administrators shall be found contrary to law, then such provisions or applications shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Nothing in this paragraph shall act so as to diminish the supremacy of this Collective Bargaining Agreement as established in Section 7 of Chapter 150E of the General Laws of the Commonwealth of Massachusetts.

E. Association Business

The President of the New Bedford Educators Association, Inc., and his/her designee shall have released time for Association business. Time for such Association activities shall be granted without loss of pay for an aggregate of not more than seven (7) school days per individual. The maximum aggregate for the Association shall be twenty (20) school days. Administrators shall also be allotted time to attend education conferences, if approved by the Superintendent.

F. Modification

The parties hereby agree that this Contract may be amended or modified by mutual agreement. Any agreement so reached shall be reduced to writing and made a part of this Contract.

G. Reports and Surveys

The Committee agrees to supply the Association with copies of all reports and surveys open to the public conducted by or for the New Bedford Public schools.

H. Interviews

Each administrator shall have the opportunity to interview each teacher scheduled for assignment under his/her supervision before such assignment is finalized.

I. Out-Of-State Attendance

Unit B personnel shall be entitled to leave with pay when authorized by the Superintendent of Schools to attend local and state conventions, conferences, or other activities of an educational nature.

J. Non-Discrimination

All decisions relative to employees shall be made without regard to age, race, creed, color, religion, nationality, marital status, sex, sexual preference, ancestry, or physical handicap, unless such considerations are based on a bona fide occupational qualification.

- K. Superintendent Meetings  
The Association may request a meeting with the Superintendent or his/her designee for the purpose of discussing matters as the Association determines twice during the school year, provided the Association submits a list of such matters, in writing, to the Superintendent at least ten (10) days prior to any meeting.
- L. Names of Unit Members  
The Committee agrees to provide the names of all Unit B professional staff members and their assignments for each year of the Agreement to the New Bedford Educators Association not later than September 30<sup>th</sup> of each school year

## ARTICLE 22

### STUDY COMMITTEE

- A. Study Committee
1. Policy  

The School Committee and the Association desire to encourage the active participation and cooperation of the administrators in the development and implementation of the best possible educational program for the school children of New Bedford.
  2. Establishment  

To enhance this mutual development, study committees will be established when requested by either party to this contract by mutual agreement.
  3. Composition of Committees  

Each study committee will consist of six (6) people, three (3) of whom shall be appointed by the School Committee and three (3) by the New Bedford Educators Association, Inc.
  4. Conduct of Committees  

Each committee shall be responsible for electing its own chairman, calling its own membership, and shall make at least a concise interim report each thirty (30) days.
  5. Appointment by Parties  

Nothing in this Article shall require either the School Committee or the Association to appoint any members or establish any study committees for the purpose intended by this Article.

6. Reports

Any final report from the study committee will be sent to the President of the Association and the Superintendent or his/her designee.

7. Policy and/or Regulation Change

The committee agrees to advise the Association of any proposed changes of policies or regulations and to provide copies of such proposed changes at least ten (10) days prior to submission of said proposal for action by the committee. The committee agrees to consider proposals for the revision of policies or regulations submitted by the Association.

B. Advisory Committee

The purpose of this committee is to improve lines of communications and to promote a free exchange of ideas to facilitate the educational and administrative process. This advisory committee shall submit reports by February 1st and June 1st of each school year to the School Committee. This report will be from the whole committee. Recommendations from the committee will be of an advisory nature. Said committee may file additional reports as it deems necessary. The advisory committee will consist of no more than one (1) representative from each administrative category within Unit B. In addition, the Superintendent and/or his/her designee shall be a member of the advisory committee.

## **ARTICLE 23**

### **NO STRIKE OR LOCKOUT CLAUSE**

A. Association's Agreement

The Association agrees that it will not engage in, induce, or encourage any strike, work stoppage, slowdown, or withholding of services by administrators. The Committee reserves the right to discipline, suspend, demote, or discharge any employee or employees who violate the provisions of this Article.

B. Committee's Agreement

The School Committee and Superintendent agrees that they will not interfere with, restrain, or coerce administrators in the exercise of their rights guaranteed in Chapter 150E of the General Laws. They will refrain from dominating or interfering with the formulation, existence, or administration of the Association. They will not discharge or otherwise discriminate against an employee because he/she has signed or filed an

affidavit, petition, or complaint or has given any information or testimony relating to this Article.

C. Lockout

The Committee and Superintendent agree not to conduct a lockout during the term of this Agreement.

**ARTICLE 24**

**BENEFITS**

A. Health Insurance

Pursuant to Chapter 32B, Section 19, the New Bedford Educators Association and the City have joined together under a binding agreement to form a Public Employee Committee. Based upon the terms of this PEC agreement, the health coverage for all active bargaining unit members and retirees shall be addressed and this agreement shall supersede any conflicting provisions under this or any future contract.

B. Life Insurance

The Committee shall provide to each professional employee group term life insurance of twenty thousand dollars (20,000). The cost of seventy-five percent (75%) of the premium shall be paid by the City. Additional coverage may be purchased at the discretion and expense of the employee.

C. Leaves of Absence

Any administrator on an approved, unpaid leave of absence may maintain, at his/her expense, the health insurance and/or life insurance benefits. Notwithstanding the above, if an administrator is on an unpaid medical leave, the Committee will continue payment of its usual percentage contribution pursuant to Chapter 32B, Section 7A.

**ARTICLE 25**

**PROFESSIONAL DEVELOPMENT**

A. Course Reimbursement

Professional employees who are required to submit verification of course work/payment shall provide a copy by accessing on-line validation through the Human Resources Department. This copy shall serve as temporary proof until such time an official transcript is provided.

All such paperwork for reimbursement shall be in the office of Human Resources by June 15<sup>th</sup> of each school year.

1. Courses

The Committee shall reimburse a professional employee in an amount not to exceed seven hundred dollars (\$700.00) in any contract year (July 1 – June 30) for a course approved in advance by the Superintendent or Assistant Superintendent and which, in the discretion of the Superintendent/Assistant Superintendent, is directly related to the employee's area. Computer courses are related to all areas. Reimbursement shall be contingent upon the employee's obtaining a satisfactory grade in any such course according to the standards of the institution and submitting evidence of such satisfactory completion to the Superintendent. In no event will a grade lower than "C" be reimbursable. A C- will not be reimbursed. Courses for reimbursement must be college credits although not necessarily graduate level credit. CEU's will not be reimbursable.

2. Notwithstanding Section 1 above, the maximum amount to be expended by the Committee for such course reimbursement shall not exceed ten thousand dollars (\$10,000) in any contract year. Administrators applying for course reimbursement will be chosen on a first come first served basis. Notwithstanding the seven hundred dollar (\$700.00) limit set forth above, if there are funds remaining after administrators have received approval for reimbursement for an approved course, an administrator shall be eligible for reimbursement for an additional course, in an amount not to exceed seven hundred dollars (\$700.00), using the same first come, first served criterion for eligibility.

B. Professional Development

A professional development program for Unit B members will be developed by the Director of Professional Development working with a subcommittee of Unit B members. The program will be subject to the approval of the Superintendent or his/her designee. The program will address the needs of administrators on a yearly basis and the obligation of the District to provide a no cost option for re-certification. The first meeting will be prior to December 1, annually at which time there will be a review of the Needs Assessment and development of offerings that will begin in that school year. These offerings may be scheduled during the workday and/or after the workday on evenings, weekends or during the summer. Additional offerings will be discussed and the program refined at subsequent subcommittee meetings that will occur at least three (3) times per school year.

C. Payment of License Fees

1. The Committee shall reimburse the cost of the required licenses for the Supervisor of Nurses.
2. The Committee agrees to reimburse the application fee and related professional development materials for the Supervisor of Nurses who successfully completes the National Certification Exam for School Nurses. A Nurse may not apply for course reimbursement in the same year.
3. The Committee agrees to reimburse the Supervisor of Nurses for the cost of any special license required as a condition of employment and reimburse him/her for any continuing education units taken at not more than three hundred dollars (\$300.00) for every two (2) years after providing proof of attendance.

Payment will be made by the end of the fiscal year, (June 30), in which the course/continuing education units are earned provided that the proof of attendance is provided by June 15 to the Human Resources Office.

**ARTICLE 26**

**DURATION**

Unless otherwise specified, the terms of this Agreement shall take effect as of the first day of July 2014, and shall expire on the thirtieth day of June 2015.

\_\_\_\_\_  
New Bedford School Committee Chair/  
Committee

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New Bedford Educators Association

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\_\_\_\_\_

Superintendent

\_\_\_\_\_

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**APPENDIX A**  
**Salary Schedules**  
**Unit B**  
**Effective July 1, 2014**

	<b>DOE Cert</b>	<b>Masters</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>Cags/M+60</b>	<b>Doc</b>
<b>Assistant Principal for Student Success</b>							
<b>Step 1</b>	\$77,681	\$79,825	\$80,582	\$80,961	\$81,338	\$82,095	\$82,810
<b>Step 2</b>	\$79,170	\$81,314	\$82,070	\$82,449	\$82,827	\$83,584	\$84,312
<b>Step 3</b>	\$85,136	\$87,290	\$88,051	\$88,430	\$88,811	\$89,572	\$90,353
<b>Step 4</b>	\$88,324	\$90,526	\$91,304	\$91,691	\$92,080	\$92,857	\$93,656
<b>Assistant Principal</b>							
<b>Step 1</b>	\$73,647	\$75,790	\$76,546	\$76,925	\$77,304	\$78,060	\$78,738
<b>Step 2</b>	\$75,022	\$77,165	\$77,923	\$78,300	\$78,679	\$79,435	\$80,126
<b>Step 3</b>	\$80,670	\$82,824	\$83,585	\$83,965	\$84,345	\$85,105	\$85,847
<b>Step 4</b>	\$83,758	\$85,960	\$86,738	\$87,127	\$87,515	\$88,293	\$89,051
<b>Directors</b>							
<b>Step 1</b>	\$77,681	\$79,825	\$80,582	\$80,961	\$81,338	\$82,095	\$82,810
<b>Step 2</b>	\$79,144	\$81,289	\$82,044	\$82,423	\$82,801	\$83,559	\$84,286
<b>Step 3</b>	\$85,136	\$87,290	\$88,051	\$88,430	\$88,811	\$89,572	\$90,353
<b>Step 4</b>	\$88,324	\$90,526	\$91,304	\$91,691	\$92,080	\$92,857	\$93,656
<b>Coordinators</b>							
<b>Step 1</b>	\$73,416	\$75,474	\$76,232	\$76,610	\$76,988	\$77,744	\$78,420
<b>Step 2</b>	\$74,708	\$76,852	\$77,609	\$77,987	\$78,365	\$79,121	\$79,809
<b>Step 3</b>	\$80,332	\$82,485	\$83,246	\$83,626	\$84,007	\$84,765	\$85,504
<b>Step 4</b>	\$83,412	\$85,613	\$86,391	\$86,780	\$87,169	\$88,422	\$89,182
<b>Instructional Leaders/Supervisors</b>							
<b>Step 1</b>	\$70,293	\$72,436	\$73,192	\$73,571	\$73,950	\$74,705	\$75,353
<b>Step 2</b>	\$70,995	\$73,138	\$73,895	\$74,273	\$74,652	\$75,408	\$76,062
<b>Step 3</b>	\$78,098	\$80,252	\$81,012	\$81,393	\$81,773	\$82,534	\$83,252
<b>Step 4</b>	\$81,129	\$83,332	\$84,108	\$84,497	\$84,885	\$85,663	\$86,398

A. Administrators who were on Step 4 in the 2013-2014 work year:

All administrators who were on Step 4 at the end of the 2013-2014 work year who are full-time administrators in the 2014-2015 work year shall receive two thousand, six hundred and fifty dollars (\$2,650.00) in addition to the salary amount in Appendix A. The \$2,650.00 shall be paid on or about June 30, 2015. Such payment shall be prorated for administrators who did not work the full 2014-2015 work year as a full-time administrator.

B. Administrators who were below Step 4 in the 2013-2014 work year:

All administrators who were below Step 4 at the end of the 2013-2014 work year who are full-time administrators in the 2014-2015 work year shall receive fifteen hundred dollars (\$1,500.00) in addition to the salary amount in Appendix A. The \$1,500.00 shall be paid on or about June 30, 2015. Such payment shall be prorated for administrators who did not work the full 2014-2015 work year as a full-time administrator.

**APPENDIX B**

**LONGEVITY**

Longevity shall be paid annually on the second payday in December in a lump sum for years of service in the system in accordance with the schedule set forth below:

For purposes of longevity, 150 days shall be considered a full year.

Time spent on unpaid leaves of absence shall not be counted for the purpose of accruing time towards longevity, however, an employee, who is eligible for longevity, who is on an unpaid leave of absence, will receive a longevity payment while on leave for previously completed years of service. Time spent on Sabbatical Leave shall be counted for the purpose of accruing time towards longevity.

10-14 years	\$700.00
15-19 years	\$800.00
20-24 years	\$900.00
25-29 years	\$1,000.00
30-34 years	\$1,100.00
35 or more years	\$1,350.00

**Longevity Buy-Out**

Any bargaining unit member currently enrolled in the Longevity Buy-Out will continue to receive the nine thousand dollars (\$9,000) payments, according to the 2005-2008 Agreement. As of July 1, 2011 this provision has no application.

## **APPENDIX C**

### **PROFESSIONAL IMPROVEMENT COMPENSATION**

Compensation for column placement shall be effective September 1 for the school year, if the administrator submits his/her evidence for pay adjustment for column placement to the Human Resources Office no later than October 1 of the school year. Evidence submitted subsequent to October 1, but no later than March 1 of the school year, shall be effective February 1 of the school year. Evidence for pay adjustment submitted after March 1 shall be effective for September 1 of the following school year.

## **APPENDIX D**

### **ALTERNATIVE TO SUSPENSION PROGRAM**

Administrators assigned to supervise the Saturday alternative to suspension programs shall have added as regular compensation the following additional annual compensation payable in equal weekly amounts as follows:

The position(s) will be posted according to Article 7 and will be open to Instructional Coordinators and Assistant Principal for Student Success at New Bedford High School. The most senior applicant will be appointed first to the position.

The payment will be in the form of a stipend for the second (2<sup>nd</sup>) and fourth (4<sup>th</sup>) Saturday (or the first (1<sup>st</sup>) and third (3<sup>rd</sup>) Saturday) of each month. Each administrator shall be responsible for fifteen (15) Saturday sessions from 8:00 AM to 12:00 noon. The stipend of eight thousand dollars (\$8,000) will be divided among four (4) administrators.

## **APPENDIX E**

### **Mentoring**

Administrators who have successfully completed an approved Mentor Training Program and who agree to serve as mentors shall be compensated at the rate of:

2008 – 2011	\$3,000
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**Appendix F**  
**403B Plan**

Any employee who upon retirement shall be eligible to receive a severance benefit pursuant to Article 16, Section F, may elect to have the gross lump sum of the benefit paid pre-tax to their designated contributory 403B account.

## **APPENDIX G**

### **New Bedford Public Schools Two Year Formal Evaluation Cycle Administrators**

Administrators shall be evaluated in accordance with law and Educator Evaluation regulations, 603 CMR 35.00 et seq, and the Model System for Educator Evaluation. The Parties agree to meet to bargain any minor changes to the DESE model and time frame.

## APPENDIX H

### New Bedford Public Schools Standards of Evaluation Administrators

**Application.** The Professional Standards for Administrators identify the knowledge and skills required for school administrators. These Standards are used by sponsoring organizations in designing their administrator preparation programs and by the Department in reviewing programs seeking state approval. They are also used by the Department as the basis of performance assessment of candidates for administrator licenses. Candidates shall demonstrate that they meet the Professional Standards by completing a Performance Assessment for Initial License.

#### 1. Leadership

- a. Articulates the purposes of education and the place of public schools in the United States of America
- b. Articulates vision and mission
- c. Reviews, evaluates, and revises instructional programs on the basis of sound information and relevant data
- d. Knows and encourages appropriate uses of instructional technologies
- e. Promotes activities that honor academic excellence
- f. Involves staff in preparing and implementing professional development plans that are related to improved student learning
- g. Helps staff align their curriculum with the state's curriculum frameworks
- h. Understands principles of mentoring and supports new teacher with mentors
- i. Encourages experimentation and rigorous evaluation of new pedagogical approaches
- j. Plans effectively for the implementation of policy decisions, taking into account unanticipated consequences and costs

#### 2. Administration

- a. Demonstrates effective oral and written communication skills
- b. Uses effective methods of personnel selection, supervision, and evaluation
- c. Identifies, implements, and evaluates content-based instruction based on the Massachusetts Curriculum Frameworks
- d. Practices relevant fiscal management policies and procedures
- e. Uses technology appropriately for his or her professional position
- f. Acts with integrity, fairness, and professionalism
- g. Understands plant facilities and equipment management

### **3. Equity**

- a. Assures presence and quality of educational programs that address the needs, interests, and abilities of all students
- b. Provides programs or activities that help all students acquire a positive civic identity and see themselves as integral members of our civic communities
- c. Fosters understanding that effort is a key factor in achievement
- d. Helps all students see themselves as unique individuals responsible for their own actions
- e. Assures high academic expectations for all students
- f. Holds teacher, students, and self to high standards of performance and behavior

### **4. Community Relations**

- a. Involves families and other community members in developing the vision, goals, improvement plans, and programs for the school/district
- b. Promotes partnerships among staff, families, the business community, and other community groups and uses community resources to enhance instruction

### **5. Professional Responsibilities**

- a. Meets his or her legal and moral responsibilities
- b. Maintains interest in current developments in the professional discipline
- c. Knows educational principles and research that promote sound practices
- d. Keeps current with educational research of relevance to professional responsibilities
- e. Is familiar with the range of instructional programs and policies that can promote academic learning for all students
- f. Is familiar with the range of student support service
- g. Is familiar with the range of professional training programs and providers for prospective teachers
- h. Knows multiple strategies to assess student performance
- i. Understands approaches to organizational change, school-based management, and school restructuring
- j. Understands federal, state, and municipal laws and regulations affecting schools, staff and students, including laws on disability, civil rights and responsibilities, issues of liability, and requirements of due process
- k. Demonstrates understanding of current issues in American Education