

Contract
Between the
Webster School Committee
And The
Unit "B" Administrators

For The Period of:
July 1, 2018 – June 30, 2021

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CONTRACT

Pursuant to the provisions of the General Laws of Massachusetts, this contract is made by the SCHOOL COMMITTEE of the TOWN OF WEBSTER and THE WEBSTER ADMINISTRATORS ASSOCIATION, (hereinafter sometimes referred to as the ASSOCIATION).

PREAMBLE

Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Webster, and that good morale within administrative staff of Webster is essential to achievement of the purpose, we, the undersigned parties of this Contract, agree that:

- a. Under the law of Massachusetts, the Committee, elected by the citizens of Webster, has final responsibility for establishing the educational policies of the public schools of Webster, and that the Committee is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this agreement shall be deemed to negate or impair any power, right, or duty conferred upon the Committee by law or mandate of any agency of the Commonwealth.
- b. The Superintendent of Schools of Webster (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established.
- c. The administrative staff of the public schools of Webster has responsibility for providing in the schools education of the highest possible quality.
- d. Fulfillment of these respective responsibilities will be facilitated and supported by consultations and free exchanges of views and information between the Committee, the Superintendent, and the Administrators in the formulation and application of policies relating to wages, hours, and other conditions of employment for the teaching staff.
- e. To give effect to these declarations, the following principles and procedures are hereby adopted:

MANAGEMENT RIGHTS

Both parties recognize that under the laws of the Commonwealth of Massachusetts, the School Committee has the exclusive right, responsibility, and final authority for establishing the policies for the control, direction, and management of the School Department. Therefore, it is understood and agreed that this agreement concerns those matters of wages, hours, and conditions of employment which have been expressly bargained for and are included herein and expressly reserves those powers, prerogatives, and authority not expressly abridged or modified by this agreement to the School Committee. Further, both parties agree that it is their responsibility to abide by the terms of the agreement for its duration.

ARTICLE I - RECOGNITION

1-1 For the purpose of collective bargaining with respect to wages, hours, other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of all certified administrators including assistant principals and academic dean. Excluded from the unit are School Principals, School Business Official, Director of Curriculum and Instruction, Director of Student Services, Assistant Superintendent, and Superintendent.

1-2 Members of the categories noted above in 1-1, hereinafter referred to as "administrators" who participate in the process of resolving grievances as a professional problem in the manner indicated herein shall not be subject to discrimination for such action.

1-3 The resolution of All Grievances and Professional Problems shall be in accordance with the procedures which are part of this agreement.

1-4 If any provision of this Agreement is found contrary to law by the Supreme Court of the United States or by any court or agency of competent jurisdiction from whose judgment no appeal has been taken within the time provided for doing so, such provision shall be modified forthwith the parties hereto to the extent necessary to conform thereby. In such case, all other provisions of this agreement shall remain in effect.

1-5 Compensation and Other Conditions of Employment: Subject to the provisions of the contract, the hours of employment applicable on the effective date of this contract to the employees covered by this contract shall continue to be so applicable.

ARTICLE II - FAIR PRACTICES

2-1 In accordance with the laws of the United States and the Commonwealth of Massachusetts there shall be no discrimination against any administrator on the basis of race, creed, color, age, sex, sexual orientation, national origin, marital status, handicap, or memberships or lawful participation in or association with activities of the Association.

ARTICLE III - ADMINISTRATOR ASSIGNMENTS/PROCEDURES

3-1 Assistant Principals are 12 month employees (52 weeks/5 days per week) and are responsible for two hundred twenty (220) days annually. They will work the 185 Student/Teacher days plus 35 additional days. In addition they will have 25.5 vacation days annually plus the 15.5 holidays listed below:

4th of July	Labor Day
Columbus Day	Veteran's Day
½ day Thanksgiving eve	Thanksgiving
Day after Thanksgiving	Christmas Eve

Christmas Day
New Year's Day
Presidents' Day
Patriots' Day

New Year's Eve
Martin Luther King Day
Good Friday
Memorial Day

Vacation days will not be charged for days on which assistant principals chaperone field trips, including extended field trips. Administrators will be allowed to buy back up to five (5) unused vacation days per year. Vacation days must be approved by the assistant principal's immediate supervisor.

The Academic Dean is responsible for 200 days which includes all days when school is in session, five (5) days before and five (5) days after the teacher work year and five (5) days during the summer that are mutually agreed upon between the Dean and the immediate supervisor.

Any Administrator who is required to work beyond the above work year will receive his or her per diem rate.

3-2 In the event of an unanticipated change in staff during the summer months, every attempt must be made to notify those administrators whose assignment will change as a result. Notification is to be made in writing as soon as the change occurs or is anticipated. Those administrators involved shall be given the opportunity to meet with the Superintendent and readjust their assignment to the satisfaction of all concerned. It shall be understood that any such change will reflect sound educational policy and shall not conflict with the instructional requirements and best interests of the school system and the pupils.

3-3 Job descriptions will be reviewed at the request of either the administrator or the committee during the contract period.

3-4 Administrators will only be required to attend School Committee meetings where, in the opinion of the Superintendent, there is a specific job related item on the agenda that may involve their expertise. Except in extreme and unusual circumstances, Administrators will not be expected to attend meetings during their vacation periods.

3-5 A copy of the School Committee Agenda and School Committee Minutes shall be made available to all Unit B administrators.

ARTICLE IV - EVALUATION OF ADMINISTRATORS

4-1 The evaluation instrument and procedure developed jointly by the parties to this Agreement in accordance with G.L. c.71, S38 are incorporated into the Agreement by reference.

The Association and Superintendent shall meet annually for purposes of reviewing the evaluation instrument and procedures. Any substantive changes must be ratified by both parties.

ARTICLE V - ADMINISTRATOR'S FILE

5-1 No material derogatory to an administrator's conduct, service, character, or personality shall be placed in an administrator's file unless the administrator has had an opportunity to read the material. The administrator shall acknowledge that he/she has read material by affixing his signature on the actual copy to be filed with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its content.

5-2 The administrator shall have the right to answer any material filed and his/her answer shall be attached to the file copy.

5-3 Examination of the file of an administrator shall be in accordance with Chapter 71 Section 42C of the General Laws of Massachusetts.

5-4 Upon written request by the administrator, the Superintendent shall reproduce any material in the administrator's file with the exception of letters of reference.

5-5 Any credible complaints regarding an administrator made to any other member of the administration by a parent, student, or other person, will be promptly called to the attention of the administrator.

5-6 No administrator who has completed three (3) years of service in Webster as an Administrator will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.

5-7 No unit member in their first three years of service as an administrator in the Webster public schools will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without good cause.

5-8 Any Administrator, regardless of years of service as an administrator, who has earned PTS while teaching in the Webster Public School will be entitled to the just cause provision outlined in 5-6.

ARTICLE VI - SICK LEAVE

6-1 All contract administrators shall be entitled to an allowance of full salary for eighteen (18) days per year of service in the Webster School System for absence due to personal illness or quarantine. Sick leave may be utilized for a maximum of five (5) days for illness among family members or members of the immediate household.

6-2 Sick leave may be accumulated to a maximum of one hundred eighty (180) days, with the provision that in any given year an administrator shall be entitled to use that year's allotment of eighteen (18) days before leave due to illness is charged to accumulated leave.

6-3 Upon expiration of sick leave allowed by the Committee, the daily deduction of an administrator's pay shall be their daily rate. An administrator may appeal in writing to the Committee in cases where there has been apparent hardship due to excessive absence for illness.

6-4 A medical certificate may be required for sick leave in excess of five (5) consecutive days or if an administrator's absence from duty reoccurs frequently or habitually indicating just cause for requiring such a certificate and such administrator has been previously warned orally.

6-5 SICK LEAVE BANK - The Webster School Committee agrees to establish a sick bank for the use of personnel in the following units:

Instructional Assistants, Secretaries and Clerks, Unit B Administrators and Custodians.

Non unit personnel may participate in the bank as long as the Webster School Committee enforces the same terms outlined below.

Should any Unit wish to make changes to the sick bank terms, the Webster School Committee or designee will notify all units in the bank and arrange for them to meet and discuss the proposed changes before negotiating new terms into any agreement.

Enrollment:

Open enrollment will be held during the month of September annually. The Superintendent's office will send out enrollment information. If not already a member of any Webster School Department sick bank, initial contribution for new members is as follows:

In 0-5 years of employment	2 days
In 6-10 years of employment	3 days
In 11-15 years of employment	4 days
In 16-20 years of employment	5 days

No new members who have completed 20 years of service may enroll in the sick bank after the 2013-2014 school year. This is a one-time enrollment window that will require a six (6) day contribution.

Annual Contribution:

The bank will have a maximum of 500 days and a minimum of 250 days. All members will contribute one day annually until the bank reaches 500 days. Should the bank fall below 250,

all members will be assessed an additional day at that time. Once the bank reaches 500 days, only new members contribute the required number of days for enrollment.

How many days do you qualify for?

In 0-5 years of employment	30 days per year
In 6-10 years of employment	60 days per year
In 11-15 years of employment	90 days per year
In 16-20+ year of employment	120 days per year

Days expire June 30 and members may reapply for a new allotment in each new fiscal year (July 1-June 30).

In the event that a member of the Association has exhausted his/her sick leave (accumulated and sick bank) due to critical or long-term illness or accident, the Association may appeal to the Superintendent to solicit from its members an appropriate number of sick days needed to cover the absent employee for the remainder of the school year. Employee contribution will be voluntary. The Superintendent will render a decision on activating this provision on a case by case basis. The decision is not subject to the grievance procedure.

Opting out:

Any employee who wishes to withdraw from the sick bank must do so in writing to the Superintendent by September 15th.

Qualifications for use:

The committee will consider the following:

Is the member suffering from a serious long term illness, accident, life threatening disease;

Is the member under the regular care of a physician;

Previous use of the sick bank;

Attendance;

Use of all accumulated leave;

Timely submission by the patient or designee of medical documentation, preferably with a diagnosis and estimated return to work.

Elective and/or cosmetic surgery does not qualify for sick bank usage.

Sick Bank Committee:

The Committee will be made up of 5 members: one (1) selected by each unit and two (2) members of the School Committee or their Designees.

A chairperson will be elected from among the committee annually.

Ideally the Committee will meet in person to award or deny days from the sick bank, but the Chairperson may contact committee members electronically or by phone for their vote.

Return to work:

Members who were awarded days from the Sick Bank will receive five (5) additional sick days deducted from the sick bank on their return to work. These days will expire at the end of the school year and cannot be carried over.

ARTICLE VII - LEAVES OF ABSENCE

7-1 Leaves of absence without pay, for up to two (2) years, may be granted at the discretion of the Superintendent for the purpose of:

- A. Personal Illness
- B. Family Illness (Immediate Family)
- C. Maternity/Adoption
- D. Professional Improvement
- E. Pursue Alternative Careers
- F. Jury Duty

7-2 An administrator requesting a leave of absence without pay, not to exceed two years, who returns to the Webster School System after the leave period will be placed on the level of the applicable salary schedule which he attained at the time his/her leave commenced.

7-3 Professional obligations shall be met by administrators requesting and receiving leaves of absence without pay by returning to the school system upon termination of the leave for a minimum of one year. Notification of the intent to return from leave shall be provided no later than December 1, preceding the intended date of return. Administrators returning from a leave of absence shall return on July 1 of the next fiscal year.

7-4 The Superintendent may grant other leaves of absence without pay at their discretion.

7-5 Any employee required to perform jury duty shall receive leave with pay for the period of such duty. Compensation shall be the difference between jury duty pay and the employee's regular salary.

7-6 Employees are entitled to leave under the Federal Family and Medical Leave Act and the Massachusetts Small Necessities Leave Act subject to policies adopted by the District governing the taking of such leave. Said policies will be appended to this Agreement.

7-7 Any employee required to perform jury duty shall receive leave with pay for the period of such duty. Compensation shall be the difference between jury duty pay and the employee's regular salary.

ARTICLE VIII - PERSONAL LEAVE

8-1 Administrators will be allowed three (3) personal leave days annually. Personal days may be used only for personal and business matters which cannot be conducted outside the normal work day and work year. Personal days will not accumulate and will not be deducted from sick pay. Personal days may not be taken the day before or the day after a school holiday or vacation, except in emergency and approved in writing by the Superintendent. Personal days may be taken as full or half day increments. Personal days need to be approved by Principals in advance of taking them.

ARTICLE IX - FUNERAL LEAVE

9-1 In the event of death in the immediate family of an employee, the administrator will be granted leave with pay not to exceed four (4) work days beginning the day after death, and such leave shall not be deducted from sick leave. For purposes of this section, immediate family shall mean: mother, father, brothers, sisters, mother-in-law, father-in-law, sons, daughters, wives and husbands, grandparents, grandchildren, and anyone living in the immediate household.

9-2 An administrator may take up to four (4) bereavement days per year for a death not covered by funeral leave. Bereavement days will be deducted from sick days.

ARTICLE X - MATERNITY/PARENTAL LEAVE

10-1 The parties agree to act consistently with the maternity leave provisions of M.G.L. 149, Section 105D. Wherever the terms of the following section conflict with said statute, it is expressly understood that the statute will control.

10-2 Maternity Leave without pay shall be granted to any administrator as follows:

a. As long as the pregnant administrator is able to perform her duties, she may continue to teach. The maternity leave of absence shall begin when in the opinion of the administration, the administrator, and her doctor, such action becomes advisable. An administrator may use accrued sick leave for the period in which she is disabled, up to eight (8) weeks after giving birth. After eight (8) weeks a physician's note will be required to extend the leave.

b. An administrator may return from maternity leave at any time after delivery provided the Superintendent receives a written statement from her doctor saying that she is fit to do so. A minimum of one week's notice of return is required.

c. For maternity/parental leave which commences on or after April 1 during the school year, an administrator will be eligible for an additional year of unpaid parental leave during the following school year. For maternity/parental leave which commences prior to April 1 an administrator will be granted maternity/parenting leave for the remainder of the current school

year only. Requests for additional leave may be made by the Superintendent on a case by case basis. The Superintendent's decision is not grievable.

d. An administrator adopting a child shall be entitled upon written notice to a leave to commence any time during the first year after receiving such custody if necessary in order to fulfill the requirement of adoption. The terms of such leave shall be the same as those specified under Maternity/Parental Leaves above.

10-3 Other Parental Leave Provisions as follows:

a. Maternity leave in case of interrupted pregnancy or intent of adoption may be terminated if:

1. An administrator requests in writing to the Superintendent the desire to return to his/her position and provides medical approval.
2. The Superintendent requests the return of an administrator, such action subject to medical approval.

b. All benefits to which an administrator was entitled at the time a parental leave commenced, including unused accumulated sick leave, will be restored to said administrator upon return, said administrator will be placed on the applicable salary schedule at the step which had been attained when the parental leave commenced. An administrator who had worked and/or been on paid leave for one hundred and one (101) or more days in the school year in which the parental leave commenced will be placed on the next step of the applicable salary schedule.

c. An administrator returning from a parental leave will be assigned to the same position which the administrator held at the time said leave commenced or, if that position is no longer in existence, to a substantially equivalent position.

d. While on leave, an administrator shall have the option to remain an active participant in any other school connected insurance program in which the administrator is already an active member by contributing thereto the amount he or she would have been required to contribute if actively employed and by further contributing the amount that the school system would have been required to contribute if the administrator were actively employed. Additional administrative costs may apply.

e. It is incumbent upon the administrator on extended leave to notify the Superintendent by February 1 following the date of birth of a child of intent to return to previous duties or to resign.

f. These provisions shall be interpreted so as to permit total compliance with Federal and State (Massachusetts) Laws and regulations governing leave on account of pregnancy.

Adoptive parents are eligible for the benefits under this Article.

Family Medical Leave

Family and Medical leave shall be granted in accordance with applicable state and federal laws, provided that such leaves shall be granted coincident with and not in addition to the leaves provided in this Agreement.

ARTICLE XI - MILITARY LEAVE

11-1 A leave of absence for required military service without pay shall be granted upon written request to any administrator, employed by the Committee who enters a branch of the Armed Services of the United States for four (4) years or less. Such an individual shall retain and continue to accumulate seniority during this period, provided that he applies for reinstatement with the Committee within ninety (90) days after discharge and prior to March 1st of the subsequent school year. Required military service shall mean induction into the Armed Service or voluntary enlistment in lieu of imminent induction into the Armed Service.

11-2 Evidence of satisfactory physical and mental health as determined by a physician approved by the Committee must be filed with the Committee as directed before said administrator is returned to duty.

11-3 The Association accepts that the Committee cannot guarantee the return of any administrator to a specific building or special assignment at the conclusion of a period of absence exceeding one half year in length; the Committee will, however, make every effort to return an administrator to the same or comparable position to that prior to the leave.

11-4 Credit for Military Service: Full credit on salary schedule, year for year, up to a limit of four (4) years, for service in the Armed Forces while on military leave of absence from the Webster School System is granted.

ARTICLE XII - SABBATICAL LEAVE

12-1 Upon recommendation of the Superintendent of Schools, paid Sabbatical Leaves may be granted for study to members of the administrative staff by the Committee subject to the following conditions:

12-2 Not more than one (1) member of the administrative staff shall be absent on Sabbatical Leave at any one time.

12-3 Requests for Sabbatical Leave must be received by the Superintendent in writing, in such form as may be required by the Superintendent of Schools, not later than December 1st and action must be taken on all such requests not later than April 1 of the school year preceding the school year for which the Sabbatical Leave is requested.

12-4 The administrator must have completed at least seven (7) consecutive full school years of service in the Webster School System as an Administrator.

12-5 Administrators on Sabbatical Leave will be paid at one hundred (100) percent of their regular salary rate for 12 months, provided that such pay when added to any program grant will not exceed their regular salary rate.

12-6 Prior to the granting of Sabbatical Leave, an administrator shall enter into a written agreement with the Committee that upon termination of such leave, he/she will return to the service of the Webster School System, for a period equal to twice the length of the leave. In default of completing such service, he/she shall refund to the Webster School System an amount equal to such portion of salary received by them while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered, unless such default is due to illness or disability which incapacitates them as a administrator for more than one (1) year or death.

ARTICLE XIII - FAMILY MEDICAL LEAVE ACT

13-1 Family and Medical Leave Act

Employees are entitled to leave under the Family Medical Leave Act and the Massachusetts Small Necessities Act subject to the policies adopted by the district governing the taking of such leaves. Said policies will be appended to this Agreement.

ARTICLE XIV - REDUCTION IN FORCE

14-1 Definitions:

14-1.1 "Seniority" is defined in the number of total years and days of service within the Webster Public School System as determined by the actual date of service for pay, excluding any unpaid leaves of absence which leaves shall not be credited for seniority. However, if an administrator takes an unpaid leave, he or she, when they return to the school system would go back on the seniority list at the same level as they were prior to the leave. Cases of identical seniority shall be resolved by granting preference to the employee with the highest level of educational training, satisfactory evaluation performance review, and applicable certification as of June 1st of each year. If these are identical, preference will be given to the employee with the most credits in administration (these credits to be filed with Superintendent of Schools by June 1st of each year). If identical, then preference will be given to the employee with the most years of service both in and outside the system.

14-1.2 "Licensed" shall mean that the employee has on file with the Office of the Superintendent, evidence that he/she possesses the applicable license from the Department of Education or that the administrator has all the necessary credits for said licensure and all the necessary documents have been filed with the Massachusetts Department of Education.

14-1.3 "Effective date of layoff" shall mean the first day in which the administrator does not perform services in the system in accordance with his/her layoff notices.

14-2 General Procedures:

1. In the event the School Committee determines it necessary to reduce the number of professional positions in the bargaining unit as defined in Article 1 - Recognition (including state and federal employees) or otherwise reorganize the composition of the bargaining unit, such reduction and/or reorganization must be negotiated according to the following guidelines:

1. Prior to any action being implemented, the Committee will notify the Association to discuss the implementation of Article XIV.
2. The Committee shall make every effort to accomplish said reductions by attrition.

14-3 Reduction in Force: Within the position being eliminated, the junior person shall be reduced from the position. Said person shall be offered any lower or equally paid position, newly created or held by a junior person, if qualified and licensed to fill the position. Where no such administrative position is available, the reduced administrator shall have bumping rights in accordance with the teachers' agreement if they earned PTS in the Webster Public Schools, and have a valid teaching license. Administrators who did not earn PTS in the Webster Public Schools shall return to a teaching position only if there is a vacancy and they hold a valid license.

14-4 Any member of the bargaining unit laid off shall retain recall rights in the reverse order of layoff for any position offered in the above options in that order for a period not to exceed three (3) years.

14-5 Any administrator who is reduced in force from his/her position and who does not have transfer or bumping right to any other administrative or teaching position in the school system shall be eligible to continue to participate in the group life and medical insurance plans provided for herein at their own expense for as long as he/she retains recall rights.

14-6 Recall

1. Administrators who have reduced in force from their permanent positions shall have the following recall rights:

- a. The right to be recalled to the position from which they were reduced in the reverse order of their reduction. However, the Committee cannot guarantee the return of an administrator to a specific building or assignment.

- b. The right to be recalled to administrative positions in which vacancies develop and to which no one has recall rights based upon their administrative seniority provided that they are qualified to fill such positions.

2. Notifications of recall will be sent to the administrator's to be recalled by certified mail, return receipt requested, with a simultaneous copy being sent to the Association as well.

a. Failure to accept a recall to an administrator's permanent position within fifteen (15) work days after receipt of the recall notice shall result in the administrator's waiver of any further recall rights.

b. Failure to accept a recall to any position other than the administrator's permanent position within fifteen (15) work days shall constitute a rejection of that offer, but shall not result in a forfeiture of future recall rights.

c. No new personnel shall be appointed to any position in the administrative bargaining unit while there are certified administrators with recall rights who are qualified for any such position.

3. All benefits to which an employee was entitled at the time of lay-off shall be restored in full upon re-employment within the recall period.

ARTICLE XV - TRANSFER POLICY

15-1 All such vacancies shall be posted listing the location and salary range. Job descriptions will be made available for each administrative position.

15-2 The Superintendent agrees to give due weight to the professional background, attainment, and relevant experience of all applicants including, but not limited to, seniority of the applicant.

ARTICLE XVI - GRIEVANCE PROCEDURE

16-1 Definition: A grievance is defined to be a question, problem, or disagreement which arises concerning (1) the interpretation of application of any provision of this Contract with respect to wages, hours, or working conditions of an employee or employees covered by it or (2) an alleged violation of any provision of this agreement. A matter which is reserved to the discretion of the Committee outside the terms of this agreement or by law may not be the subject of a grievance under this agreement.

16-1.1 Informal Procedure for Grievance

Any administrator or group of administrators having a grievance may discuss the same informally with their immediate supervisor. A grievance may also be discussed with the Committee upon the recommendation of the Superintendent but the Association shall be notified

of the nature of the grievance and of the place and time of the discussion and shall be given the opportunity to have a representative or representatives present at the discussion to state any views of the Association respecting the matter. No resolution of any grievance under this informal procedure shall, however, have any effect as an amendment or as a precedent for any formal grievance procedure unless the Association and the Committee shall so agree in writing. Pursuit of the informal procedure shall not be a condition precedent to the pursuit of the formal procedure provided under Section 16-2. If any step is omitted in the informal procedure the grievance shall proceed directly to the formal grievance procedure.

16-2 Formal Procedure for Grievance

16-2.1 Level One. The administrator and/or a representative of the Association shall present a written statement of the grievance to the administrator's principal within twenty (20) school days of the date of the grievance or his/her knowledge of its occurrence. Such principal, the administrator, and if the grievant so desires a member of the Association shall meet within five (5) school days thereafter in an effort to settle the grievance.

Level Two. If the grievance shall not have been disposed of under Level One to the satisfaction of the administrator and/or the Association within ten (10) school days after such meeting in Level One above, and the administrator or the Association shall have determined to proceed further, the administrator or a representative of the Association shall, not later than five (5) school days after the written statement under Level One was presented, present a written statement of the grievance to the Superintendent who shall meet with the administrator, the administrator's principal and a representative of the Association within ten (10) school days thereafter in an effort to settle the grievance.

Level Three. If the grievance shall not have been satisfactorily resolved within five (5) school days after the meeting with the Superintendent at Level Two, the Association may, within five (5) school days thereafter, present a written statement of the grievance to the Committee if the matter being grieved is under the Committee's legal jurisdiction. The Committee will meet with the grievant(s), Superintendent and Association within fifteen (15) school days thereafter or at the next regularly scheduled Committee meeting, whichever is sooner, in an effort to settle any grievance so submitted and shall have five (5) school days in which to respond to the grievance. Grievances outside of the Committee's jurisdiction may be submitted to arbitration subject to the following paragraph.

Arbitration. The Association may, by giving written notice to the School Committee within five (5) school days next following conclusion of such period of twenty (20) school days, present the grievance for arbitration; in which case the School Committee and the Association shall forthwith submit the grievance to the American Arbitration Association for disposal in

accordance with the applicable rules of the said tribunal. The jurisdiction of the arbitration of the terms of this agreement; the tribunal shall not have authority to alter, modify or amend this agreement. The decision of the tribunal within the scope of its jurisdiction shall be final and binding upon the parties hereto. The fees of the tribunal shall be shared equally by the parties, provided, that the obligation of the Committee to pay anything other than its own expenses shall be limited to the obligation which the Committee can legally undertake in that connection. If any payment on account of the Committee's obligation is denied or refused as illegal by any official (other than a member or an official of the Committee) having the power to deny or refuse such payment, the fees of the tribunal shall be paid by the other party hereto. In no event shall any present or future member of the Committee have any personal obligation for any payment under any provision of this agreement.

General Provisions

16-4.1 Determinations of formal grievance shall be in writing, shall include a statement of the reasons therefore, the contract article alleged in violation and the remedy sought, and shall be transmitted promptly to the grievant, to the Association and to the Committee.

Failure of the person or persons to whom presented to make a determination with respect to a grievance by the applicable time limits after presentation shall be deemed denial of the grievance.

16-4.3 Time for meetings to discuss grievances shall be scheduled outside of the school day, unless in the judgment of the appropriate administrator, a meeting during the school day is desirable to facilitate the production of appropriate information. Attendance by administrator and by Association representatives at grievance meetings held during the school day shall constitute authorized absence without loss of pay.

16-4.4 At the request of the Association, after an administrator has discussed a grievance with it, the Committee will make available to the Association such documents and data as the Committee may possess which pertain to the grievance all of which are public records.

16-4.5 Records. While both parties may maintain files of grievances and the disposition thereof, the Committee shall not make any entry or file any paper in the personnel file of any administrator involved in a grievance except as may be required to implement the disposition thereof.

16-4.6 No reprisals of any kind shall be taken by any party hereto against any person who participated in any grievance proceeding by reason of such participation.

16-4.7 No grievance in process during the term of the Agreement shall lapse because of the expiration or termination of this Agreement. For any grievance not resolved by the last day of

the school year, the phrase "school days" shall no longer apply and the phrase "week days" shall apply until the first working day of the next school year. In the event the Principal and/or Superintendent or the grievant cannot meet said schedule, the parties agree to provide for flexibility during the summer schedule.

16-4.8 If a grievance affects a group or a class of administrators from more than one school, the Association may commence a grievance on behalf of such group or class at Level Two by submitting the grievance in writing to the Superintendent and affected principals. Said grievance shall describe the group or class of administrators affected.

16-4.9 All timelines of the grievance process may be extended by mutual agreement.

ARTICLE XVII - PROFESSIONAL DEVELOPMENT

Administrators are encouraged to engage in professional development activities. A maximum of \$2,500.00 per administrator shall be budgeted for professional development for each fiscal year of this agreement for the purposes of this article.

17-1 Course Reimbursement. The Committee agrees to pay costs of courses taken for professional improvement by administrators under the following conditions:

1. Payment will be made for tuition costs (or fees in the case of Veterans who receive tuition payments under a Veteran's Benefits Plan) for courses taken for professional improvement in their areas of concentration.
2. The administrator must receive a grade of B or better or a "pass" grade from the graduate school.
3. Payment shall be made within thirty (30) days next following presentation to the Superintendent of evidence of successful completion of a course(s), and a copy of the receipted tuition bill. Course intention forms shall be filed no later than two (2) weeks prior to the start of the first class meeting.

17-2 Other Professional Development

1. The professional development budget (referenced above) may be applied each fiscal year for payment to conferences, seminars, workshops, and the like.
2. The professional development budget (referenced above) may be applied each fiscal year for payment for memberships in up to three professional organizations.
3. Employees of this unit shall receive an annual \$200.00 stipend for the purpose of establishing a personal professional library, the contents of which belong to the employee.

ARTICLE XVIII - GENERAL

18-1 The Committee will strive to provide students, administrators and teachers with safe and healthful schools. This would include periodic professional development on issues of student and school safety, administrator liability and legal rights to maintain a school environment where all students have the right and responsibility to learn.

18-2 Administrators will immediately report all cases of assault suffered by them in connection with their employment to the Building Principal in writing. The Building Principal will provide a copy to the Superintendent.

18-3 The Superintendent will comply with any reasonable request from the administrator for information in the Superintendent's possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the teachers, police, and the courts.

18-4 In case of personal injury to an administrator sustained as a result of, and in the performance of the administrator's duties, the Superintendent's office will notify the Massachusetts Teachers' Retirement Board as required by General Laws Chapter 32, Section 7, and will provide a copy of such notification to the administrator.

18-5 Administrators will immediately notify the building principal and provide specific and articulate documentation if their personal property is damaged or stolen while on duty for the district. Such report shall be forwarded to the Superintendent and his/her designee, who will review using due diligence and respond to any reasonable request from the member for reimbursement.

18-6 All administrators are covered by Workers' Compensation. Administrators unable to work as a result of a school-related assault shall receive the difference between any/all compensation insurance payments and the administrator's regular pay. Sick leave will not be charged to his/her unused sick leave.

ARTICLE XIX - PAYROLL DEDUCTIONS

Health Insurance

19-1 All Bargaining unit members regularly scheduled to work in excess of twenty (20) hours per week are eligible to receive such health benefits as the Town of Webster may provide for all full-time employees as follows:

19-2 The premium shall be shared at seventy-five percent (75%) by the Town and twenty-five (25%) by the employee.

19-3 All employee health insurance contributions will be based upon pre-tax dollars.

19-4 Any employee who elects to obtain health insurance other than through the Town of Webster shall receive a stipend of five hundred dollars (\$500) each year of the contract. This provision also applies to employees who opt not to receive Town insurance because their spouse or other family members obtain health insurance through the Town of Webster. Payment of such stipend shall be made by April 1 of each year provided that the payment shall be prorated in the case of service of less than a full year.

19-5 The Blue Cross Blue Shield Master Health Plus Insurance splits referenced above are based upon premium rates established through the continuation of the self-insurance rate arrangement rather than the premium rate basis arrangement.

19-6 Health Insurance shall be provided in accordance with the Town's program as established via Chapter 32B.

Long term disability

19-7 Administrators shall be entitled to an annual contribution of nine hundred (\$900) dollars towards the purchase of long-term disability coverage. This is intended as an insurance only benefit, not to be converted to a cash benefit.

19-8 Dues Deductions

The Committee hereby accepts the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts and in accordance therewith, shall certify to the Treasurer of Webster all payroll deductions for the payment of dues to the Association duly authorized by the employees covered by this Contract. Such dues deductions shall be in equal payments until paid.

19-9 Agency Fee

The Committee agrees to require as a condition of employment, the payment of an Agency Service Fee in accordance with Massachusetts General Laws, Chapter 150E, Section 12.

19-10 Annuity Plan

The School Committee agrees to enter into a written agreement with any of the members of the employee unit to purchase (either directly or through a third party) an individual or group annuity contract for such employee or employees, said transaction to be handled by the Town Treasurer in accordance with the terms and provisions of Massachusetts General Laws, Chapter 71, Section 37B.

19-11 Discontinuation of Payroll Deductions

Any administrator desiring to have the Committee discontinue deductions he/she has previously authorized must give the Committee and the Association thirty (30) days advance written notice.

ARTICLE XX - SALARY SCHEDULE

20-A.

20-1

Step	<u>2.50%</u>		<u>2.25%</u>		<u>2.25%</u>	
	<u>FY19</u>		<u>FY20</u>		<u>FY21</u>	
	200 Days	220 Days	200 Days	220 Days	200 Days	220 Days
1	\$85,205	\$93,726	\$87,122	\$95,835	\$89,083	\$97,991
2	\$86,906	\$95,598	\$88,861	\$97,749	\$90,860	\$99,948
3	\$88,646	\$97,509	\$90,641	\$99,703	\$92,680	\$101,947
4	\$90,416	\$99,458	\$92,451	\$101,696	\$94,531	\$103,984
5	\$92,225	\$101,448	\$94,300	\$103,731	\$96,422	\$106,065
6	\$94,070	\$103,477	\$96,187	\$105,805	\$98,351	\$108,186
7	\$95,949	\$105,545	\$98,108	\$107,920	\$100,316	\$110,348
8	\$97,869	\$107,656	\$100,071	\$110,078	\$102,323	\$112,555

The per diem of an Assistant Principal, for purposes of this contract, will be 1/220 of the Assistant Principal's annual salary. The per diem of the Academic Dean will be 1/200 of the Academic Dean's annual salary.

20-2 Longevity is defined as continuous years of service in the Webster Public Schools. A longevity stipend shall be paid to each administrator according to the following schedule:

Ten (10) years	\$1,750
Fifteen (15) years	\$3,500
Twenty (20) years	\$4,625
Twenty-Five (25) years	\$5,750

The above longevity stipends would be paid in one payment in December of each calendar year. For purposes of this article the administrator would be eligible for the stipend at the beginning year of each level of longevity. No more than one (1) longevity payment will be made in any fiscal year.

20-3 All administrators will receive a \$500 travel allowance.

20-4 A monthly allowance of \$40 shall be paid to the administrator to maintain a cell phone account.

20-5 All administrators will enroll in Direct Deposit.

ARTICLE XXI - CONCLUSION

21-1 The provisions of this Agreement shall be effective as of July 1, 2018, and will remain in effect through June 30, 2021. Negotiations for a subsequent agreement will commence no later than the first Monday in February, 2021 upon written request of either party.

21-2 In the event either party wishes to modify or amend this Agreement, written notice thereof shall be given to the other party at least thirty (30) days prior to the consideration of said modification or amendment and if said amendment or modification is thereafter mutually agreed upon, this Agreement will be so amended.

21-3 In Witness Whereof the parties of the Contract have caused these present to be executed by their agents hereunto duly authorized, and their seals to be affixed hereto, as of the date first above written.

FOR THE SCHOOL COMMITTEE:

FOR THE ASSOCIATION:

Webster School Committee:

Unit B Association:

Kristeen Lapier

Anthony J. Kaspr

RA

Rebecca Gunn

Michelle

Kelly

Date : _____

MEMORANDUM OF AGREEMENT


The Negotiating Subcommittee of the Webster School Committee (hereinafter “the Committee”), acting subject to the ratification of this Memorandum of Agreement (hereinafter “the Agreement”) by the School Committee to whom the Subcommittee agrees to recommend acceptance, and the Negotiating Team of the Webster Administrators Association (hereinafter “the Association”), acting subject to the ratification of this Agreement by the membership of the Association to whom the Negotiating Team agrees to recommend acceptance, hereby mutually agree to the following terms and conditions of settlement of the contract negotiations for the successor Collective Bargaining Agreement that will be in effect for the one-year period from July 1, 2021 through June 30, 2022.

1. All terms and provisions of the predecessor Collective Bargaining Agreement that were effective from July 1, 2020 through June 30, 2021 shall, except as modified by the terms of this Memorandum, be extended for a one-year period from July 1, 2021 through June 30, 2022.
2. All references to dates in the successor Collective Bargaining Agreement shall be changed to reflect the terms of the successor Agreement unless otherwise provided for in this document.
3. Salary Schedule - Adjust the salary schedule as follows:
July 1, 2021 – June 30, 2022): Increase each step and lane by two percent (2.0%).

WEBSTER ADMINISTRATORS ASSOCIATION



Webster Administrators Association

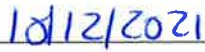


Date

WEBSTER SCHOOL COMMITTEE



Webster School Committee



Date