

AGREEMENT

between the

**GREATER LAWRENCE TECHNICAL HIGH SCHOOL
DISTRICT COMMITTEE**

and the

**MASSACHUSETTS ASSOCIATION OF
PROFESSIONAL SCHOOL ADMINISTRATORS**

Effective July 1, 2017

Through

June 30, 2020

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ARTICLE I

RECOGNITION

- A. This Agreement is made between Massachusetts Association of Professional School Administrators, hereinafter referred to as the "Union" and the Greater Lawrence Regional Vocational Technical High School District School Committee, hereinafter referred to as the "District Committee".
- B. The parties acknowledge that the State Labor Relations Commission, in case number MCR-3670, certified the Union as the exclusive bargaining agent for the Administrators listed in said certification is hereby agreed to include the positions listed in Article XXIX as well as any new administrative positions that are created which are not confidential or managerial and therefore excluded from collective bargaining under G.L. c. 150E. It is further agreed that the positions of Superintendent-Director, Assistant Superintendent, Principal, Business Administrator, Comptroller, Executive Assistants, Human Resources Director, Food Services Director, Administrative Student Information Specialist and Human Resource/Business Office Specialist are excluded from the Bargaining Unit. Subject only to the limitations stated in the Agreement, the Union recognizes that the District Committee retains the exclusive right to manage the affairs of the District including, but not limited to, the right to determine the means and methods of operation for the School, to direct the School's employees and to conduct the School System operation in a safe and efficient manner.
- C. It is agreed that neither party will discriminate against any Administrator as a result of the Administrator's membership in the Union or as a result of an Administrator's refusal to join the Union.

ARTICLE II

COMMITTEE RIGHTS AND RESPONSIBILITIES

- A. 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 District.
- B. It is agreed that the only limitation placed upon the School Committee in its right, responsibility and authority to establish policies is in reference to those which concern wages, hours and conditions of employment and have been bargained for and are included herein.
- C. Both parties agree that it's their responsibility to abide by the terms of this Contract for its duration.

ARTICLE III

CONTRACT CONSTRUCTION

- A. Any Article in this contract that is ruled or rendered unlawful by any agency or court of competent jurisdiction shall be stricken from the contract and be renegotiated by the parties while the balance of the contract remains in full force and effect.
- B. This contract is not subject to modification except by a written agreement signed by duly authorized representatives of both parties.

ARTICLE IV

UNION RIGHTS

- A. The Chairperson of the bargaining unit, subject to the approval of the Superintendent-Director, will be allowed leave from his or her regular duties in order to investigate, prepare for and participate in grievance, arbitration, negotiation hearings or meetings. Upon reasonable notice, the Committee agrees to provide the Union with salary schedules and seniority lists.
- B. In those instances where an employee brings a grievance against Administrator or an Administrator is involved in a grievance brought by an employee and the Administrator desires to be represented by legal counsel, it is agreed that the District Committee will provide said counsel for the Administrator.
- C. In the event of work stoppage or failure to report to work or a concerted job action by any other bargaining unit in the District, the Committee will meet with Union representatives as soon as is reasonably possible to discuss emergency procedures.

ARTICLE V

USE OF SCHOOL FACILITIES

- A. Is agreed that the Union will have access to and reasonable use of the school buildings for meeting purposes. In addition to the foregoing, the Union shall also have, subject to the approval of the Superintendent-Director, access to school bulletin boards for the posting of notices and informational materials as well as access to the Administrator's intra-system mailboxes for the purpose of disseminating information.

ARTICLE VI

RESPONSIBILITIES

- A. The parties acknowledge that the primary and basic responsibility of the school's Administrators is to administer, manage, direct, and supervise their areas of responsibility pursuant to and under the direction of the guidelines, policies, job descriptions and organization established by the District Committee.

ARTICLE VII

TRANSFER OF ADMINISTRATORS

- A. Whenever possible, the transfer of an Administrator will be conducted on a voluntary basis.
- B. Prior to any involuntary transfer action being taken, the Superintendent shall meet with the Administrator and a representative of the union to inform them of reasons for the transfer.
- C. The Union reserves the right to grieve and arbitrate the involuntary transfer of an administrator who still objects to the transfer after the meeting with the Superintendent.
- D. Any Administrator who desires a lateral transfer may submit a request for such transfer to the Superintendent-Director, designating the vacancy preferred. The Superintendent-Director shall provide a written response to any such request in any case where the request is not granted.

ARTICLE VIII

NEGOTIATION PROCEDURE

- A. The Committee agrees to meet and negotiate with the Union in a good faith effort to reach agreement concerning the Administrator's wages, hours, and other terms and conditions of their employment with regard to the successor agreement.
- B. Any agreements reached by the parties shall be reduced to writing and signed by members of the Committee and the officers of the Union.
- C. The Committee agrees to preserve the right of representation of the Union at all negotiations by legal or other professional or outside representatives.

- D. It is mutually agreed by both parties that their respective bargaining representatives shall have the power and authority to make proposals of their own, to consider the proposals of the other party, to make counter proposals in the course of the negotiations and to conclude an agreement subject to ratification by the membership.
- E. This agreement shall not be modified in whole or in part except by an instrument in writing duly executed by both parties.
- F. Any subsequent agreements and/or modifications as are mutually acceptable to both parties shall be reduced to writing and executed and adopted by the Committee and the Union.
- G. The printing of this Agreement shall be shared equally between the District School Committee and the Union.

ARTICLE IX

JURY DUTY/COURT APPEARANCES

- A. Any Administrator who is summonsed for jury duty, or is summonsed to serve as a witness in a court case, and must be absent from his duties as a result, shall be paid the difference between the juror's fee or witness fee and his or her regular salary. Any such Administrator shall report for his or her regular duties when he or she is excused as a juror or witness unless it is unreasonable to expect the Administrator to do so.
- B. Absence from work because of jury duty will not adversely affect the retention and/or accrual of any contract benefits.
- C. The provisions of this article will not apply to an Administrator who is either a Plaintiff or a Defendant in a court case and who misses his or her regular duties as a result of a court appearance.

ARTICLE X

DISCIPLINE

Discipline of an Administrator, including suspension, demotion or dismissal, shall be conducted by the Superintendent-Director or the Principal in accordance with the provisions of the Education Reform Act of 1993 including Mass. G.L. c. 71 §§ 41, 42, 42D and 59B.

The Superintendent-Director or Principal may suspend an Administrator subject to the following provisions. Any Administrator shall have seven days written notice of the intent to suspend and the grounds upon which the suspension is to be imposed except that the Superintendent-Director may, for good cause, require the immediate suspension of any employee, in which case the employee shall receive written notice of the immediate suspension and the cause therefore at the time the suspension is imposed. The employee shall be entitled (i) to review the decision to suspend with the Superintendent-Director (or the Principal if the decision was made by the Principal); (ii) to be represented by counsel in such meetings; and (iii) to provide information pertinent to the decision and to the Administrator's status.

No Administrator shall be suspended for a period exceeding one month, except with the consent of the Administrator, and no Administrator shall receive compensation for any period of lawful suspension.

An Administrator who has served in his/her position in the public schools of the district for three consecutive years shall not be dismissed or demoted except for good cause. An Administrator shall not be dismissed unless he or she has been furnished with a written notice of intent to dismiss with an explanation of the grounds of the dismissal, and, if he/she so requests, has been given a reasonable opportunity within fifteen days after receiving such notice to review the decision with the Superintendent-Director at which meeting such Administrator may be represented by an attorney or other representative to present information pertaining to the bases for the decision and to such employee's status.

No bargaining unit member shall be dismissed for performance related issues unless he/she has been evaluated in a regular and timely fashion and has, therefore, been given adequate opportunity to address the employer's concerns.

No Administrator shall be interrogated prior to any notice given to him or her relative to the suspension, demotion or dismissal unless the Administrator is notified of his or her right to be represented by counsel during any such investigation.

An Administrator may seek review of a dismissal, demotion or a suspension by filing a petition with the Commissioner of Education within thirty (30) days after receiving notice of his or her dismissal, demotion or suspension. Upon a finding that the discipline lacked good cause, the arbitrator may award back pay, benefits, reinstatement, and/or any other appropriate non-financial relief or any combination thereof. Under no circumstances shall the arbitrator award punitive, consequential, or nominal damages. The arbitrator's fee will be shared equally by both parties.

ARTICLE XI

SABBATICAL LEAVE

The School District Committee may grant to an Administrator, who has completed seven (7) years of permanent service and completed formal application, a Sabbatical Leave of Absence to be used for study and professional improvement. Said Sabbatical Leave shall be for a period not to exceed one (1) year. The School Committee, at its discretion, may grant such Leave with either full or partial or no pay and with full or partial or no benefits, provided that prior to the granting of said Leave said Administrator shall enter into a written Agreement with the School District Committee that upon termination of such Leave he will return to service in the School District for a period equal to twice the length of such Leave and that, if the Administrator fails to complete said service, the Administrator will refund to the School District Committee an amount equal to such proportion of salary received while on Leave, as the amount of service not actually rendered bears to the whole amount of service agreed to be rendered.

ARTICLE XII

WORKDAY/WEEK AND WORK YEAR

- A. **WORKDAY/WEEK.** The length of the workday will be established by the District Committee and may be adjusted by the Superintendent-Director on an individual basis in order to meet the needs of the School District. All weeks of the year shall contain five workdays each, whether or not a holiday or no-school day occurs during a given week. Administrators shall have a duty free lunch of 30 minutes and shall have the option of leaving the building during said lunch period.

- B. **WORK YEAR AND HOLIDAYS.** The work year will commence on July 1 and end on June 30. The following days are holidays for Administrators: Columbus Day, Martin Luther King Day, Veteran's Day (official day of celebration), Thanksgiving Day, New Year's Day, Labor Day, President's Day (official day of celebration), Patriot's Day (official day of celebration), Memorial Day (official day of celebration), Independence Day, Christmas Day and the next business day.

- C. EMERGENCY DAYS. Subject to special instructions of the Superintendent-Director, on all days when school is canceled due to weather or emergency conditions, Administrators are expected to report to work.

- D. VACATIONS/OUT OF OFFICE DAYS: Administrators are eligible for thirty (30) vacation days per fiscal year. Vacation days must be taken within the fiscal year that they are earned with the exception of up to 5 days that may be carried over, provided they are used by August 1st of the subsequent year. (For example, no administrator will have more than 30 days on the books August 1st.)
 - a. The Athletic Director will have 7 (seven) flex days, approved by the Principal due to the unique nature of the position. No carryover of flex days.

- E. All administrators should be in school each day in order to perform their duties and responsibilities effectively. It is assumed that they would be present on all days that school is in session excepting those days for which they make proper preparation and planning and obtain the permission of the Superintendent-Director or his designee. No reasonable request shall be denied. By October 31st each year, the School will designate one (1) week that ALL M.A.P.S.A. members must be in the building during either July or August. In the event that an administrator dies while employed by the School District, all accumulated vacation time will be paid to the Administrator's Estate at his or her per diem rate. Administrators who resign employment or retire shall have their vacation balance pro-rated based upon the number of months worked in the fiscal year leading up to termination or retirement. For example: An administrator who retires or resigns on January 31st would have a pro-rata of 7/12 of accumulated time.

- F. LEAVING SCHOOL PROPERTY. It is agreed that whenever an Administrator leaves the school property that he or she should inform the Superintendent-Director, Principal or her/his designee of his or her expected time of return and of his or her destination.

- G. At the beginning of each day, administrators should check in with Lead Teachers in regards to substitute coverage.

ARTICLE XIII

PROFESSIONAL GROWTH/LICENSURE

All Administrators must fulfill the Professional Growth requirements of the State Division of Occupational Education and/or the District School Committee by

elective trade contact, study or workshop. All proposals for meeting Professional Growth requirements must be approved in writing by the Superintendent-Director, Principal or his/her designee. In order to meet the requirements of this paragraph it shall be necessary that all professional improvements be specific to the Administrator's duties reflected in his or her job description. Each Administrator must obtain and maintain the required licenses and certificates for his/her position.

Each Administrator shall be required to participate in a minimum of thirty hours of Professional Growth activity each year, unless the Superintendent-Director or Principal elects to waive this requirement. Subject to the prior approval of the District Committee, it is agreed that reasonable expense required for an Administrator's participation in Professional Growth programs will be paid for by the District.

Subject to the prior approval of the District Committee, it is agreed that professional organization dues may be paid for an Administrator by the District. Administrators will be granted paid leave for purposes of fulfilling the provisions of this paragraph.

Any Administrator seeking reimbursement for the taking of any training program or college course must obtain the prior approval of the Superintendent/Director, Principal or his/her designee. In making her decision, among other factors, the Superintendent/Director or Principal will review the applicability of the program or course to the Administrators area of specialty and its potential benefit to the District. If approved, in the case of college course, the amount of reimbursement shall be limited to the cost of the same or the most similar course offered in the State University System. In any event, in the case of a college course, reimbursement shall always be conditioned on the individual receiving a grade of B or higher. In the case of a training program or a pass/fail college course, reimbursement shall be conditioned on a certificate of satisfactory completion of the training program or a pass in the pass/fail course.

ARTICLE XIV

MILITARY LEAVE

An Administrator who is a member of a reserve component of the Armed Forces of the United States shall be granted up to 17 days of leave in accordance with the provisions of Massachusetts General Law, Chapter 33, Section 59. After an Administrator furnishes official evidence, the District will pay the Administrators the difference between his military compensation and his or her regular salary. It is further agreed that in the interest of minimizing disruption at the School, the Administrator and the Superintendent-Director will exhaust every effort to

attempt to schedule the reserve training during July and August whenever possible.

Military leave of absence without pay may be granted to a tenured Administrator inducted into the Armed forces for the required length of service, according to the terms of the Selective Service and Training Acts of 1940 as amended.

ARTICLE XV

ADMINISTRATOR PROTECTION

- A. The Superintendent-Director or Principal shall report all cases of assault suffered by Administrators in connection with their employment to the District Committee.
- B. Whenever it is alleged that an Administrator has assaulted a person or that a person has assaulted an Administrator, the Superintendent-Director or Principal shall conduct an investigation of the incident and report to the school District Committee. The Superintendent-Director or Principal shall comply with any reasonable request from the Administrator for relevant information in the Committee's possession not privileged under the law concerning the person or persons involved.
- C. The Superintendent-Director, Principal or his/her designee shall act as liaison between the person(s) involved, the Committee, the police and the courts.
- D. If liability insurance is available at reasonable premiums and the District School Committee members are covered by said liability insurance, then it is hereby agreed, that the Administrator must be insured to the same limits and in the same manner as the members of the District Committee.
- E. The District will reimburse Administrators for loss, damage, or destruction, of personal property of a kind normally worn or brought into the school except in those instances where a court of competent jurisdiction finds that the Administrator was not acting with the scope of his or her duties and further was acting in a culpable manner. Said reimbursement will be made to the Administrator to the extent that such loss is not covered by other insurance.
- F. The District will reimburse Administrators for the expense of any medical, surgical hospital or related services (less the amount of any insurance reimbursement to the Administrator) incurred as the result of any injury sustained by the Administrator except in those instances where a court of competent jurisdiction finds that the Administrator was not acting within the scope of his or

her duties and further was acting in a culpable manner. Said reimbursement will be made to the Administrator to the extent that such loss is not covered by other insurance.

- G. The payment of full salary, without any deduction from or charge to sick leave, will be made whenever absence from school is the result of a personal injury or trauma caused by an assault occurring in the scope of the Administrator's employment.

ARTICLE XVI

PERSONAL LEAVES OF ABSENCE

- A. It is the District Committee's intention to provide employees the full benefits available under the Family Medical Leave Act which may or may not exceed the benefits available under this provision. Employees may request an unpaid leave of absence for good and sufficient reasons such as personal illness, illness in the immediate family, or other urgent personal matter. Personal leaves of absence may be granted up to a maximum of three (3) months. If applicable, such leave will be treated as FMLA leave. Extensions of leaves of absence may be given in exceptional circumstances. Requests for leave of absence must be made in writing and approved by the District Committee.
- B. Employees on a personal leave of absence beyond FMLA leave (or employee who do not qualify for FMLA coverage) shall be required to pay the cost of insurance coverage during the leave of absence.
- C. Administrators will be restored to the Administrative position held at the commencement of the extended leave of absence, or, if that position no longer exists, to a substantially equivalent Administrative position.
- D. All contract benefits which the Administrators had accumulated prior to the commencement of a leave of absence shall be restored upon the return from said leave.

ARTICLE XVII

DEDUCTIONS AND AGENCY SERVICE FEE

- A. The Committee will deduct Union dues and agency service fees from the salary of each Administrator.

- B. The Committee shall promptly transfer all deducted dues and agency service fees to MAPSA on a monthly basis.
- C. Bargaining Unit members who are not members of the Union shall be obligated to pay an agency service fee to the Union as a condition of continued employment. The agency service fee shall be equal to the amount necessary to maintain status as a member in a good standing in the Union. Payment from the employer is due on the thirtieth day following commencement of non-member's employment, whichever occurs later. Said fee will be reduced by all costs not actually and directly related to negotiating and administering the collective bargaining agreement. That part of the fee that is not actually or directly related to negotiating and administering said agreement shall be rebated to the employee at the earliest reasonable time. The Union agrees to hold the Committee harmless and to indemnify it against any damages or costs including attorney's fee should the Union violate this provision.

ARTICLE XVIII

REDUCTION IN FORCE

- A. The Committee shall provide the Union with advance written notification of any proposed reduction in force.
- B. Should a reduction in force be necessary the Committee shall make every effort to accomplish any such reduction by normal attrition. With regard to tenured Administrators, all reductions in force shall be based upon the following criteria:
 - 1. Needs of the School District;
 - 2. Areas of licensure, qualifications and expertise.
- C. Written notice of any reduction in force must be provided to any Administrator as soon as the reduction is voted by the District Committee.
- D. All reductions in force in the administrative bargaining unit shall take place no sooner than the date voted by the District Committee.
- E. Administrators who have been reduced in force from their permanent positions shall have the following recall rights:
 - 1. The right to be recalled to the position from which they were reduced in the reverse order of their reduction provided that the Administrator is qualified to fill such position at the time of recall.
 - 2. The right to be recalled to administrative positions in which vacancies develop and to which no one has recall rights provided that the Administrator is qualified to fill such positions.

- F. Notifications to recall will be sent to the Administrator to be recalled by certified mail, return receipt requested;
1. Failure to accept a recall to an Administrator's permanent position within 14 calendar days after receipt of the recall notice shall result in the Administrator's forfeiture of any further recall rights or said position.
 2. Failure to accept a recall to any position other than the Administrator's permanent position within 14 calendar days shall constitute a rejection of that offer, but shall not result in a forfeiture of future recall rights.
- G. No new personnel shall be appointed to a position in the administrative bargaining unit if there are Administrators with recall rights who are qualified for that position and if said Administrators have not rejected an offer for said position.
- H. Any Administrator who is scheduled to be reduced from his or her position shall retain transfer or bumping rights to any previously held Administrative position (provided that the Administrator is qualified to fill such position), the duties of which are substantially the same at the time of the reduction as they were when the occupied by an Administrator with less seniority in the Administrative Bargaining Unit.
- I. The Committee agrees to make a good faith effort to place a reduced Administrator in a teaching position as long as a position is available for which the Administrator is qualified and as long as said placement is consistent with the Committee's obligation under its contract with its teachers and as long as said placement is not in violation with said contract or in violation with any right of any teacher employed by the District. It is agreed that the reduced Administrator would assume said teaching position at the minimum salary with no seniority.
- J. Any Administrator who is reduced in force from his position and who does not have transfer or bumping rights to any other administrative or teaching position in the District shall receive severance pay of \$1,000.00 for each year of service in the District. Such severance will be repaid if the Administrator is recalled within two years on a pro-rata basis (e.g., if recalled after one year, the Administrator will be required to repay 50% of his/her severance. If the Administrator is recalled after two years and one day, he/she will be required to repay 0% of his/her severance.)
- K. An individual's recall rights shall expire two years from the date of the individual's reduction.
- L. The Committee agrees to make a good faith effort to place a reduced non-academic Administrator in a custodian's position as long as a position is available and as long as said placement is consistent with the Committee's obligation under its contract with its custodians and as long as said placement is not in violation

with said contract or in violation with any right of any custodian employed by the District. It is agreed that reduced non-academic Administrator would assume said custodian position at the minimum salary with no seniority.

ARTICLE XIX

GRIEVANCE PROCEDURE

- A. A grievance is defined as a dispute or disagreement between a Union member and the Committee or its agent that involves this contract and the interpretation of same.
- B. In an effort to resolve disputes before initiation of a grievance, an informal discussion may be held between the grievant, with or without Union representation, and the Superintendent-Director or Principal. To be binding on the District Committee, all such informal resolutions must be in writing, signed by the Superintendent-Director or Principal and provided to the District Committee. Should informal discussion not produce a solution, the grievance procedure shall be as follows:
1. All grievances shall be in writing and all responses to the grievances shall be in writing.
 2. Class action grievances may be filed by the Union on behalf of the membership.
 3. Grievances shall require formal meetings or hearings at all levels. Grievances will not be handled by mail.
 4. Union members must process grievances with Union representation. All settlements of grievances shall be consistent with the terms of this contract.
- C. Level 1. – An Administrator must file a grievance within 10 days of its occurrence with the Superintendent-Director. Within 14 days of filing the Superintendent-Director or Principal must meet with the Administrator and the Union representative and make his/her decision. The written decision must be sent to the Union within 7 days of said meeting.

Level 2. – If the grievance is not resolved at Level 1 the Union may appeal within 10 days of its receipt of the Superintendent-Director's decision to the Committee. The Committee must meet with the Union within 30 days of its receipt of the

Union's appeal. The Committee then must send its written decision to the Union within 7 days.

Level 3. – If the grievance is not resolved at Level 2, the Union may appeal the Committee's decision to the American Arbitration Association within 10 days of its receipt of the Committee's decision. The Arbitrator's decision will be final and binding on all parties.

The Arbitrator's fee will be shared equally by both parties.

ARTICLE XX

INSURANCE AND BENEFIT COVERAGE

1. The School and the Union agree to reopen this Article if the Teacher's Union votes to reopen.

- A. The District Committee will provide medical insurance at the same levels and for the same premiums provided to the teachers in the District.
 - i. Effective July 1, 2014, the School Committee will provide 80% of the premium cost of the present Blue Cross/Blue Shield HMO Blue plan. The School will contribute a dollar amount to Master Medical enrollees equal to the current cost of the individual and family plans respectively.
- B. The Committee adopts Chapter 32B, Section 11E of the General Laws.
- C. The School District shall provide 99% of the premium cost of a life insurance policy in the amount of \$20,000.00 for each Administrator covered by this Agreement. In addition, each Administrator will have the option of purchasing additional insurance through payroll deduction with adoption of chapter 32B, Section 11A of the General Laws of Massachusetts.
- D. The School District Committee shall provide 99% of a \$10,000.00 life insurance policy to individuals who retire, until the individual attains age 65.
- E. The School District Committee provides worker's compensation insurance for employees in accordance with state and federal law. Once an injury is accepted as worker's compensation by the insurance carrier, the District will compensate an employee on worker's compensation in an amount equal to the difference

between the worker's compensation rate (60% of gross pay) and the remaining 40% of the employee's gross wages for a period of up to sixty (60) calendar days. With the exception of the first five days' waiting period for worker's compensation that will be charged to sick leave, additional sick leave shall not be utilized during the 60-day period. Following the 60-day period, 2 (two) sick days per week shall be charged to an employee's sick leave accrual to make up the 40% compensation difference from worker's compensation.

- F. The District agrees to participate in an insurance advisory committee and further agrees to place a member of MAPSA on said committee.

ARTICLE XXI

SHORT TERM ABSENCES FROM DUTIES

- A. **ABSENCE DUE TO DEATH IN IMMEDIATE FAMILY.** In the event of a death in an Administrator's immediate family, the Administrator shall be granted a reasonable absence from his other duties with pay, for a period not to exceed five (5) days. In determining the reasonableness of an absence, consideration shall be given to the relationship of the Administrator to the deceased and what responsibility the Administrator may have for making funeral arrangements. An Administrator's immediate family shall be considered to include husband, wife, son, daughter, mother, father, mother-in-law, father-in-law, sister, brother, grandparents, or any relative residing with the Administrator. In addition to and notwithstanding the foregoing, it is hereby agreed that in the case of the death of a non-relative living in the household of an Administrator and upon an Administrator's request for a reasonable absence from his or her duties not to exceed three days because of said death, then and in that event the Superintendent-Director shall make a determination of whether said absence shall be granted. In making said determination, the Superintendent-Director shall, in good-faith and without violating the privacy of the Administrator, take into account the circumstances of the relationship between the decedent and the Administrator.
- B. **LEGAL DAYS.** Subject to the prior approval of the Superintendent-Director, Administrators may be granted leave for the purpose of appearing in any Judicial or Administrative proceeding that is directly related to the Administrator's employment in the School District.

- C. UNION ACTIVITY LEAVE. Subject to the prior approval of the Superintendent-Director, Administrators, who are officers of the Union, may attend regional, state or national meetings, conferences or conventions of any parent organization of which the Union might be a part.
- D. NO LOSS. An Administrator shall not lose any pay or any other benefit under this contract as a result of his taking any of the foregoing leaves.
- E. POLITICAL OFFICE. With regard to Administrators who are elected to a state office or to the office of Mayor, the parties hereto adopt the provisions of M.G.L. c. 71 s 41 A.

ARTICLE XXII

EARLY RETIREMENT INCENTIVE BENEFIT

Subject to the approval of the District Committee an Administrator, with twenty (20) or more years service to the District, upon application to the Committee may be granted an early retirement incentive benefit payment. Administrators who desire to take advantage of this benefit shall notify the Superintendent-Director by November 1st of the year preceding their last year of service. The following shall serve as the plan benefit schedule for administrators belonging to the bargaining unit as of July 1, 2012:

| <u>AGE</u> | <u>BENEFIT</u> |
|------------|----------------|
| 55-59 | \$10,000.00 |
| 60-62 | \$ 5,000.00 |

ARTICLE XXIII

EVALUATION OF ADMINISTRATORS

Please refer to Appendix A for the new evaluation system language

- A. That whenever anything negative is placed in an administrator's personnel file as a result of the evaluation process, that the Superintendent or his/her designee will forward all relevant documentation to the attention of the administrator within ten (10) working days of it being placed in the file. The administrator may respond in writing to a negative evaluation and said response shall become part of his or her file. All evaluation reports must provide specific recommendations to the administrator for improving performance for areas identified as needing improvement. Said

recommendations must be given to the administrator in writing within reasonable time of the evaluation report being placed in their file. All evaluations shall be presented to the administrator for his or her signature.

- B. Current job descriptions for each Administrator are attached to this contract as Appendix B. Job descriptions shall contain a complete list of any and all certifications, licenses and other qualifications of the job in question.
- C. The Discipline Office will develop a duty schedule for lunch duties for educational administrators at the beginning of each school year that will ensure proper and equitable coverage.
- D. Educational administrators with evaluative duties shall be granted out-of-office work days considered School Business for teacher evaluation purposes only and must be approved by the Principal. There is an expectation that these days are used for the sole purpose of evaluation and if discovered work hasn't been conducted, the Principal reserves the right to deny future requests.
 - 1. Up to 2 days for 6 - 15 evaluations
 - 2. Up to 3 days for 16 - 21 evaluations
 - 3. Up to 4 days for 22 or over

ARTICLE XXIV

VACANCIES AND PROMOTIONS

- A. The Committee shall adequately publicize any vacancies that occur in any current or newly established administrative position. Copies of the notices of any such vacancies shall be posted.
- B. Notices of the vacancies shall be publicized as far in advance of an appointment as possible. Job positions shall be consistent with any agreed upon job descriptions.
- C. Notices of administrative vacancies shall contain the qualifications for the positions, the duties of the position and the salary range.
- D. The qualifications for the position shall not change during the appointment process unless the Union has been notified, in writing, in advance of any such changes and the reasons therefore.
- E. The Committee shall give consideration to the professional background and attainment of each applicant.

ARTICLE XXV

SICK LEAVE

- A. All Administrators covered by this Agreement shall be allowed 10 (ten) days per fiscal year as sick leave with pay, to a maximum accumulation of 262 days.
- B. Any Administrator who has accumulated 150 sick days may annually at the close of the work year elect to redeem twelve (12) sick days at the rate **seventy-**

five dollars (\$75.00) per day provided that such employee has not used more than five (5) sick days during the current school year. A minimum of 150 days accumulated Sick Leave must remain on record following redemption. Applications for redemption of Sick Leave must be within five (5) working days following the end of the work year.

- C. All Administrators hired before July 1, 2012 shall be eligible to participate in a Sick Leave Buy Back plan. Upon retirement or death, such Administrators or their estates are eligible to receive 60% of accumulated Sick Leave days, up to a maximum of 210 days, based upon the Administrator’s base salary of 260 days at the date of retirement. (See option C-1 for payout options.) In the case of the death of an Administrator the payment of 60% of accumulated sick leave days will be paid to the estate of the Administrator upon presentation of notice of death to the District Committee. Notwithstanding the foregoing, for the purposes of this Section C, any administrator who has accrued sick leave in excess of 210 days shall be frozen at the number of unused sick leave days that he or she possessed of July 1, 1999. Administrators hired after July 1, 2012 are excluded from participating in the sick leave buyback program.”

C-1: Eligible M.A.P.S.A. employees have the option upon retirement to elect payout of one check per year on the following schedule:

| <u>Timeframe</u> | <u>Payment</u> |
|------------------------------|--|
| Immediately, upon retirement | 10% of gross, total dollar value |
| 1 year after retirement | 20% of total dollar value paid over 1 year |
| 2 years after retirement | 40% of total dollar value paid over 2 years |
| 3 years after retirement | 60% of total dollar value paid over 3 years |
| 4 years after retirement | 80% of total dollar value paid over 4 years |
| 5 years after retirement | 100% of total dollar value paid over 5 years |

- D. A Sick Leave Bank shall be established for Administrators. The purpose of this Bank is to protect Administrators who are unable to work due to prolonged illness and who have exhausted their regular Sick Leave accumulation.
1. The Bank shall be initially funded by the Committee with an advance of 100 days.
 2. In the event that the Bank’s total number of days drops below 150, the Bank will be replenished by annual donations of 2 days by all Administrators.
 3. All days in the Bank shall be carried over from year to year.
 4. Administrators who wish to participate to the Sick Leave Bank shall apply for its benefits in writing.
 5. The Sick Leave Bank shall be administered by a Committee consisting of two Administrators covered under this contract, two School Committee members and the Superintendent-Director.

6. Eligibility for participation in the Sick Leave Bank will be determined by exhaustion of Sick Leave and by medical need.
7. Administrators covered under this contract shall be limited to the use of 200 days of Sick leave per year from the Bank.
8. Should any Administrator be denied use of the Sick Leave Bank by the Sick Leave Bank Committee, he shall have the right to appeal to a panel of three Doctors; one selected by the School Committee, one selected by the Bargaining Unit, and one selected by the Administrator.
9. The School Committee shall add an additional 100 days into the Sick Leave Bank effective July 1, 1989.

E. Unit members retiring mid-year shall have sick leave accrual pro-rated accordingly.

ARTICLE XXVI MATERNITY LEAVE

Pregnant full time Administrators are entitled to an unpaid Leave of Absence of up to a maximum of six months for the purpose of giving birth or for adopting a child under the age of three years. After the expiration of said leave of absence, the Administrator may request an extension of said leave from the School Committee. The School Committee's consideration of said request shall be consistent with its Leave of Absence Policy it appears in this contract.

Notwithstanding for foregoing, an Administrator who is suffering form complications caused by pregnancy or childbirth may use her accumulated Sick Leave and, when appropriate, apply to the Sick Leave Bank if her accumulated sick leave is exhausted.

Pregnant employees may continue working as long as they are able. The District Committee may require a physician's certification that the employee is able to continue working while pregnant and the employee is able to return to work after Maternity Leave.

The employee must give at least two week's notice of her expected date of departure and return. All other provision of M.G.L. Chapter 149 Section 105D are hereby incorporated by reference into this contract

ARTICLE XXVII PERSONAL LEAVE

An Administrator may be granted (4) days of Personal Leave, with pay, in any calendar year to attend to personal business that cannot be conducted outside of school hours. Personal Leave not taken during the contract year shall be converted to Sick Leave. In any event, all Administrators must receive the prior approval of the Superintendent-Director before they take Personal Leave.

ARTICLE XXVIII - Please refer to Appendix C

- a. **SALARIES** - July 1, 2017, 1.5% - June 30, 2018, ½%
- b. July 1, 2018, 1.5% - June 30, 2019, ½%
- c. July 1, 2019, 1.5% - June 30, 2020, ½%

\$1,000 annual stipend for any administrator who has 30 graduate credits and a \$1,500 stipend for 60 graduate credits beyond the minimum position expectations. This stipend shall be paid out annually in July. For eligibility purposes, administrators must provide the Superintendent an official transcript highlighting the additional credits.

| <i>Minimum Educational Requirements by M.A.P.S.A. position: For educational stipend eligibility purposes only.</i> | |
|--|---------------------|
| POSITION | DEGREE |
| Director of Special Education | Master's Degree |
| Assistant Principal | Master's Degree |
| Director of Career and Technical Education | Master's Degree |
| Director of Admissions and Counseling | Master's Degree |
| Director of Technology | Master's Degree |
| Director of Grants, Community, and Workforce Development | Bachelor's Degree |
| Academy Supervisor - Bachelors | Bachelor's Degree |
| Administrative Dean | Bachelor's Degree |
| Athletic Director | Bachelor's Degree |
| Maintenance Supervisor | High School Diploma |

In hiring an employee to a grid position, the Superintendent-Director will hire an employee at a salary in the identified range and values of the grid. An administrator will be placed on the M.A.P.S.A. grid with respect to years of service as an administrator.

**ARTICLE XXIX
PER DIEM CALCULATIONS**

All per diem calculations shall be computed on the basis of a 260-day work year.

ARTICLE XXX

LONGEVITY PAYMENT

For purposes of this Article service will be defined as total uninterrupted service at the School which commenced from the date that the Administrator assumed full-time duties at the School. An Administrator must have commenced his or her duties prior to February 1st in order to get a full year's credit for purposes of this Article. Professional Service Awards shall be made on the following schedule in the following amounts:

| | |
|---|----------------|
| Administrators with 9-13 years of service- | \$1,200 |
| Administrators with 14-18 years of service- | \$1,600 |
| Administrators with 19-23 years of service- | \$1,850 |
| Administrators with 24 years of service & over- | \$2,500 |

The foregoing of payments shall be made on the first payday following the anniversary date of service to the District.

Professional Service Award amounts shall be added to the annual salaried of Administrators for purpose of calculating retirement benefits but for no other purpose whatsoever and, in any event, shall not be added to the salary base.

ARTICLE XXXI

EMPLOYEE'S RIGHTS

- A. **ACADEMIC FREEDOM.** The District Committee recognized the principles of academic and political freedom for all Administrators.
- B. **UNION DISCRIMINATION.** The District Committee agrees that there will be no reprisals of any kind to be taken against any Administrator by reason of membership or participation in the union or any of its activities.
- C. **NON-DISCRIMINATION.** The District Committee agrees that not Administrator shall be discriminated against in any way on the basis of race, creed, color, religion, nationality, sex, age, marital status, physical or mental handicap, civic, political, or fraternal affiliation or sexual preference.

ARTICLE XXXII

PROCEDURES FOR PROCESSING COMPLAINTS ABOUT ADMINISTRATORS

The School Committee agrees to refer all complaints regarding an Administrator to the Superintendent-Director or Principal. The Superintendent-Director or Principal shall be charged with investigating the complaint and shall be required to give the Administrator an opportunity to respond to such complaints in the manner set forth below.

1. It is agreed that no information critical of an Administrator, received by the Superintendent-Director or Principal from any source, shall be placed in an Administrator's file, or discussed at the School Committee level unless this procedure is followed.
2. Any complaint by any person directed toward an Administrator deemed serious enough to be included in the Administrator's personnel file, shall be promptly called to the Administrator's attention. The identity of the complainant shall be made known and the Administrator afforded the opportunity in writing to refute such complaint prior to its inclusion in the file.
3. Nothing shall be added to any employee's file until and unless the employee has seen the item. Employees shall have the right to challenge any item placed in the file and seek its exclusion through the grievance procedure.

In the event the above conditions are met and an Administrator seeks to challenge the inclusion of the information in the file, the School Committee agrees that any discussions held during executive session shall remain confidential and shall not be voluntarily released to any outside source to the extent allowed. Nothing contained herein shall prevent the Superintendent-Director, Principal or the School Committee from instituting disciplinary action against any Administrator whenever it is deemed necessary or desirable as a result of any complaint.

Any Administrator shall have reasonable access to his/her personnel file during normal school hours. The School Committee agrees that there shall be one official personnel file, which shall contain all the information about an Administrator, which may be used for evaluation, promotion or discipline.

ARTICLE XXXIII

USE OF PRIVATE AUTOMOBILE FOR SCHOOL BUSINESS

Personnel who are covered by this agreement who are authorized by the Superintendent-Director or his/her designee to use private automobiles for school business shall be reimbursed at a rate equal to the Internal Revenue Standard Mileage Rate. Said Personnel shall provide the Superintendent-Director or his/her designee with documentation of said use.

ARTICLE XXXIV

DURATION OF AGREEMENT

This Agreement shall become effective from July 1, 2017 to June 30, 2020 and shall continue in full force and effect thereafter until the parties have reached agreement on a successor agreement.

Signed and sealed this 17th day of October 2017.

For the School District Committee

For the Massachusetts Association of
Professional School Administrators

Frank Rossi
[Signature]
Jessica Amorichiano
[Signature]
Barbara Grondene
[Signature]
[Signature]

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

APPENDIX A:

Massachusetts Model System for Educator Evaluation Collective Bargaining Contract Language available in the Human Resources Department and on the Greater Lawrence Technical School website.

APPENDIX B:

JOB DESCRIPTIONS

(All negotiated job descriptions for MAPSA Unit Positions are on file and available upon request in the Human Resources Office)

APPENDIX C:

See attached salary schedules

| | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 | Level 6 | Level 7 | Level 8 | Level 9 | Level 10 | Level 11 | Level 12 | Level 13 |
|--|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| July 1, 2017 | | | | | | | | | | | | | |
| FY 2018 - 1.5% | | | | | | | | | | | | | |
| Director/Assistant Principal | \$89,212 | \$101,080 | \$102,947 | \$104,815 | \$106,684 | \$108,551 | \$110,420 | \$112,287 | \$114,155 | \$116,023 | \$117,890 | \$119,759 | \$121,626 |
| Coordinator/Sup. of Academy | \$87,015 | \$98,882 | \$100,750 | \$102,619 | \$104,486 | \$106,354 | \$108,221 | \$110,090 | \$111,958 | \$113,825 | \$115,694 | \$117,561 | \$119,429 |
| Supervisor/Athletic Director Administrative Deans | \$93,718 | \$95,587 | \$97,454 | \$99,322 | \$101,189 | \$103,057 | \$104,926 | \$106,793 | \$108,661 | \$110,529 | \$112,397 | \$114,266 | \$116,133 |
| June 30, 2018 | | | | | | | | | | | | | |
| FY 2018 - .5% | | | | | | | | | | | | | |
| Director/Assistant Principal | \$89,708 | \$101,585 | \$103,462 | \$105,339 | \$107,217 | \$109,094 | \$110,972 | \$112,849 | \$114,726 | \$116,603 | \$118,480 | \$120,358 | \$122,235 |
| Coordinator/Sup. of Academy | \$87,500 | \$99,377 | \$101,254 | \$103,132 | \$105,009 | \$106,885 | \$108,762 | \$110,640 | \$112,517 | \$114,394 | \$116,272 | \$118,149 | \$120,026 |
| Supervisor/Athletic Director Administrative Deans | \$94,188 | \$96,065 | \$97,941 | \$99,818 | \$101,695 | \$103,572 | \$105,450 | \$107,327 | \$109,204 | \$111,082 | \$112,959 | \$114,836 | \$116,714 |

| July 1, 2018 FY 2019 - 1.5% | | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 | Level 6 | Level 7 | Level 8 | Level 9 | Level 10 | Level 11 | Level 12 | Level 13 |
|--|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|----------|
| Director/Assistant Principal | \$101,204 | \$103,109 | \$105,014 | \$106,919 | \$108,825 | \$110,730 | \$112,637 | \$114,542 | \$116,447 | \$118,352 | \$120,257 | \$122,163 | \$124,069 | |
| Coordinator/Sup. of Academy | \$98,963 | \$100,868 | \$102,773 | \$104,679 | \$106,584 | \$108,488 | \$110,393 | \$112,300 | \$114,205 | \$116,110 | \$118,016 | \$119,921 | \$121,826 | |
| Supervisor/Athletic Director Administrative Deans | \$95,601 | \$97,506 | \$99,410 | \$101,315 | \$103,220 | \$105,126 | \$107,032 | \$108,937 | \$110,842 | \$112,748 | \$114,653 | \$116,559 | \$118,465 | |
| | | | | | | | | | | | | | | |
| June 30, 2019 - .5% | | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 | Level 6 | Level 7 | Level 8 | Level 9 | Level 10 | Level 11 | Level 12 | Level 13 |
| Director/Assistant Principal | \$101,710 | \$103,624 | \$105,539 | \$107,454 | \$109,369 | \$111,284 | \$113,200 | \$115,114 | \$117,029 | \$118,944 | \$120,858 | \$122,774 | \$124,689 | |
| Coordinator/Sup. of Academy | \$99,457 | \$101,372 | \$103,287 | \$105,202 | \$107,117 | \$109,031 | \$110,945 | \$112,861 | \$114,776 | \$116,690 | \$118,606 | \$120,521 | \$122,436 | |
| Supervisor/Athletic Director Administrative Deans | \$96,079 | \$97,994 | \$99,907 | \$101,822 | \$103,737 | \$105,651 | \$107,567 | \$109,482 | \$111,396 | \$113,312 | \$115,227 | \$117,141 | \$119,057 | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |

| | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 | Level 6 | Level 7 | Level 8 | Level 9 | Level 10 | Level 11 | Level 12 | Level 13 |
|------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| June 30, 2019 | | | | | | | | | | | | | |
| FY 2020 - 1.5% | | | | | | | | | | | | | |
| Director/Assistant Principal | \$103,235 | \$105,178 | \$107,122 | \$109,066 | \$111,010 | \$112,953 | \$114,898 | \$116,841 | \$118,784 | \$120,729 | \$122,671 | \$124,616 | \$126,559 |
| Coordinator/Sup. of Academy | \$100,949 | \$102,893 | \$104,836 | \$106,780 | \$108,724 | \$110,668 | \$112,609 | \$114,554 | \$116,498 | \$118,440 | \$120,385 | \$122,329 | \$124,273 |
| Supervisor/Athletic Director | \$97,520 | \$99,464 | \$101,408 | \$103,349 | \$105,293 | \$107,236 | \$109,181 | \$111,124 | \$113,067 | \$115,012 | \$116,955 | \$118,898 | \$120,843 |
| Administrative Deans | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| July 1, 2020 | | | | | | | | | | | | | |
| FY 2020 - .5% | | | | | | | | | | | | | |
| Director/Assistant Principal | \$103,752 | \$105,704 | \$107,659 | \$109,611 | \$111,565 | \$113,518 | \$115,472 | \$117,425 | \$119,378 | \$121,383 | \$123,284 | \$125,239 | \$127,192 |
| Coordinator/Sup. of Academy | \$101,454 | \$103,407 | \$105,380 | \$107,314 | \$109,287 | \$111,220 | \$113,172 | \$115,127 | \$117,080 | \$119,033 | \$120,987 | \$122,940 | \$124,894 |
| Supervisor/Athletic Director | \$98,008 | \$99,961 | \$101,913 | \$103,866 | \$105,820 | \$107,772 | \$109,726 | \$111,680 | \$113,632 | \$115,587 | \$117,540 | \$119,493 | \$121,447 |
| Administrative Deans | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |