

AGREEMENT

BETWEEN THE

BEVERLY SCHOOL COMMITTEE

AND THE

BEVERLY TEACHERS ASSOCIATION

ADMINISTRATORS – UNIT B

July 1, 2011 – June 30, 2014

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Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this contract is made this first day of July, 2011, by the School Committee of the City of Beverly (hereinafter sometimes referred to as the Committee) and the Beverly Teachers Association (hereinafter sometimes referred to as the Association), the Administrators' Unit, (hereinafter sometimes referred to as the Unit) a subdivision of the Association.

ARTICLE 1 - PREAMBLE

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

- A. Under the laws of Massachusetts, the Committee, elected by the citizens of Beverly, has final responsibility for establishing the educational policies of the public schools of Beverly;
- B. The Superintendent of Schools of Beverly (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established;
- C. The Administrators Unit consists of the Middle and High School Assistant Principals, Athletic Director, Director of Fine Arts, Academic Division Leader for Math, Science, and Technology, Program Coordinator for Foreign Language, Administrative Team Chairperson, Administrator for Out-of-District Placements, and School Nurse Leader. They have the responsibility, as professional educators, of carrying out the policies of the School Committee under the direction of the Superintendent of Schools;
- D. The Administrators Unit shares with the Committee the responsibility for providing, in the classrooms of the schools, education of the highest quality;
- E. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information between the Committee, the Superintendent and the Administrators Unit in the formulation and application of policies relating to wages, hours, and other conditions of employment for the educational staff;
- F. To give effect to these declarations, the following principles and procedures are hereby adopted.

ARTICLE II - SCOPE

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, Administrators Unit, as the exclusive bargaining agent and representative of all administrative professional employees as such employees are defined in Article I.C. above.

ARTICLE III - COMPENSATION AND OTHER CONDITIONS OF EMPLOYMENT

Subject to the provisions of this Contract (and except as otherwise provided by Appendix A attached hereto and made a part hereof) the wages, hours and other conditions of employment applicable on the effective date of this Contract to the employees covered by this Contract shall continue to be so applicable.

ARTICLE IV - GRIEVANCE PROCEDURE

Any grievance which may arise between the parties hereto shall be presented in the following manner and order and within the time limits set forth herein. A grievance is defined as a claim concerning the meaning or application of any of the provisions of this Agreement.

STEP 1

The administrator, or representative/s of the Association, shall take up the grievance with the Superintendent or her/his designated representative, within ten (10) calendar days of the date of the grievance or of the date the administrator first acquired knowledge or should reasonably have acquired knowledge of its occurrence. Such grievance shall be submitted in writing and shall set forth the facts relied upon, the section of the Agreement allegedly being violated, the remedy sought, and shall be signed by the grieving administrator. The Superintendent, or her/his designated representative, shall attempt to adjust the matter and shall respond in writing within ten (10) days after the submission of the grievance to the Superintendent or her/his designee or representative in Step 1.

STEP 2

If the grievance is still unresolved, the Association may within ten (10) calendar days after the reply of the Superintendent is due or received, whichever is earlier, submit the grievance to the Committee. The Committee shall meet with the aggrieved administrator and representative of the Association within twenty-one (21) calendar days after receipt of the written grievance in an effort to resolve the matter.

STEP 3

If the grievance cannot be resolved by and between the Committee and the aggrieved administrator and the Association within twenty-one (21) calendar days after the meeting held in Step 2, then the matter may be submitted to arbitration within fourteen (14) calendar days thereafter by either the Committee or the Association to the State Board of Conciliation and Arbitration for disposition in accordance with the applicable rules of the said State Board of Conciliation and Arbitration.

Failure of the grievant to present a grievance within and/or to advance it in accordance with any of the time limits set forth in the grievance procedure shall constitute a waiver of the grievance. The time limits set forth herein may be enlarged by the written consent of the parties hereto. In the event any of the parties to whom the grievance is presented as hereinbefore provided fails to respond within the time limits provided, it shall be deemed a denial of the grievance and the grievance may be moved to the next step.

The arbitrator's authority shall be limited to matters involving the interpretation and application of the provisions of this Agreement. The arbitrator may not modify, amend, delete or add to the terms of this Agreement. Within the limits of his authority, the decision of the arbitrator, to the extent provided by law, shall be final and binding. The fees and expenses of the arbitrator shall be borne equally by the parties. No employee shall have the right to require arbitration.

No written communication, other document, or record relating to any grievance shall be filed in the personnel file maintained by the School Department of Beverly for any employee involved in representing the aggrieved employee in such grievance.

No day shall be counted in Step 1 through Step 3 if it will fall within a vacation period for the employee.

ARTICLE V - LEAVE

A. SICK LEAVE

1. All administrators shall be granted fifteen (15) days of sick leave per year for personal illnesses.
2. Unused sick leave shall be cumulative up to an amount equal to the length of the employee's work year.
3. Personal illness in excess of five (5) consecutive days must be verified by a written statement by a physician filed with the Superintendent if she/he so desires.
4. Sick leave shall be counted only for days when administrators are required to be present for work.
5. If an administrator is absent for reason of illness before and/or after a holiday or vacation, a doctor's certificate verifying the illness may be requested by the Superintendent before payment is made for this absence.
6. Members will be permitted to use five days per year to be deducted from sick leave for illness in the immediate family. Immediate family means husband, wife, child, parent, brother, sister, or member of the household in which the employee is living. A member who has not used the family illness days may accumulate up to fifteen sick leave days for use for this purpose. All said family illness days will be deducted from sick leave. A family leave form will be completed within five days of the leave.

B. HOLIDAYS

1. All administrators employed on a twelve-month basis shall be granted, in addition to the usual and traditional holidays, the day after Thanksgiving and one day in close proximity to Christmas as holidays. They are, however, subject to call by the Superintendent of Schools, should unusual conditions warrant it.

2. The following days shall be considered holidays (* = legal holiday):

New Years Day *	Veterans Day *
Martin Luther King Day *	Labor Day *
Presidents Day *	Columbus Day *
Patriots Day *	Thanksgiving Day *
Memorial Day *	Friday after Thanksgiving
Independence Day *	Christmas Day *

In addition, employees will be granted one-half (1/2) day on Good Friday (as of noon) and one-half (1/2) day on December 24th (as of noon) when December 24th falls on a regularly scheduled workday.

3. Should any holiday fall on an employee's day off, the nearest scheduled working day will be considered to be the holiday.

C. PERSONAL LEAVE

1. All administrators shall be granted two (2) days personal leave annually to transact business which cannot be conducted outside the normal working hours.
2. An administrator shall be granted one-day leave with pay for any of the following compelling causes on each occasion:
 - a. Summons to court as a witness;
 - b. Attendance at the marriage of a son, daughter, sister, brother, mother, or father;
 - c. Attendance at summer school when the summer session begins prior to the closing of school in Beverly;
 - d. Any other reason approved by the Superintendent.

D. LEAVE TO FULFILL MILITARY OBLIGATIONS

Any administrator who must be absent from school to fulfill military obligations because of membership in an active reserve unit, provided the unit is ordered out for duty, shall be paid for the first fifteen (15) calendar days of such leave the difference, if any, between the amount of pay received from the government and the earnings the administrator would have received for said fifteen (15) days period and such time shall not be counted as sick leave or personal leave. If such leave is granted for over fifteen (15) calendar days, no pay shall be given for leave after the first fifteen (15) days.

E. SABBATICAL LEAVE

After seven (7) years of continuous service in the Beverly Public Schools, an administrator may apply for Sabbatical Leave for approved study, travel, and/or research. The School Committee may grant Sabbatical Leave on the following conditions:

1. That the administrator be properly certified in the Commonwealth of Massachusetts at the time of making the application.
2. That the application be in writing to the Superintendent of Schools on or before October thirty-one (31) of the school year prior to the period for which such leave is requested.
3. That it be required that if Sabbatical Leave is granted, the member of the staff who is given the privilege must enter into a written agreement with the School Committee that upon termination of such leave he will return to service in the Beverly Public Schools for a period equal to twice the length of such leave and that in default of completing such service, he will refund to the City of Beverly, an amount equal to such proportion of salary received by him while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.
4. Sabbatical Leave applications should be recommended by the High School or Middle School Principal and by the Superintendent for Assistant Principals, and only the Superintendent for all other administrators before approval is given by the School Committee.
5. No more than one-half of one percent to the nearest whole number of the total full-time administrative staff may receive Sabbatical Leave in any one year.
6. Administrators returning after Sabbatical Leave shall not suffer any loss of benefits accumulated prior to taking leave.
7. Time spent on Sabbatical Leave shall be recognized on the salary schedule as equivalent to time spent in teaching and/or administrating in the Beverly Public Schools.

F. LEAVE WITHOUT PAY

1. Maternity Leave

A pregnant administrator who had completed three months of consecutive employment and who desires to continue service, shall be granted a leave of absence, subject to the terms and conditions hereinafter provided, for the purpose of giving birth and raising the child.

a. Leaves Not Exceeding Eight Weeks

- (1) Leaves for the purpose of giving birth not exceeding eight (8) weeks duration shall be granted pursuant to and shall be subject to the terms and conditions of Chapter 149, Section 105D. Such leave shall be without pay.
- (2) An administrator on leave granted pursuant to and subject to the terms and conditions of Chapter 149, Section 105D may utilize during such leave any accumulated sick leave to which she is entitled under the following terms and conditions:
 - (a) The administrator continues to work until such time as she is physically disabled from working. The Superintendent may require the administrator to produce medical certification of disability as aforementioned.
 - (b) The administrator returns to work as soon as she is no longer physically disabled from working. The Superintendent may require the administrator to produce medical certification as to the period of disability as aforementioned.

Anything contained in this Agreement to the contrary notwithstanding, in the event of the Massachusetts Commission Against Discrimination or a Massachusetts Court of competent jurisdiction or the United States District Court for the District of Massachusetts or the First Circuit Court of Appeals or the United States Supreme Court hold that use of accumulated sick leave or related type benefits in the circumstances under discussion is not required as a matter of law, this Section (2) shall be of no further force and effect.

b. Leaves In Excess of Eight Weeks

Leaves for the purposes of giving birth and raising her child in excess of eight (8) weeks duration (hereinafter sometimes called extended leave) shall be subject to the following terms and conditions:

- (1) Request for such leave shall be addressed to the Superintendent in writing, and shall state the purpose of the leave, the date of its commencement, and the date of the administrator's return. The request shall be made, except in cases of emergency, at least forty-five (45) days prior to the date of commencement of the requested leave.
- (2) The leave shall be without pay, increment or credit towards tenure.
- (3) All benefits to which an administrator was entitled at the time her leave of absence commenced shall be restored to her upon her return.
- (4) The administrator, upon return from her requested leave, as hereinafter provided, will be assigned to the same position held prior to such leave, if available, or if not, to a substantially equivalent position, if available, provided however, that the Committee shall not be required to restore an administrator on extended leave to her previous or a substantially equivalent position if other administrators of equal length of service and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such extended leave, or if an actual decrease in the number of pupils in the schools of the City renders such action inadvisable.
- (5) An administrator on extended leave may not return from such leave at any time other than the commencement of a school year which in no event shall be more than twenty-four (24) months from the date of commencement of the extended leave.
- (6) The administrator shall set forth the date of her return to work. Such date may be changed by the administrator, subject to the provisions of this maternity leave section, in the following circumstances and subject to the following conditions:
 - (a) Change to September 1 of year following September 1 of year originally requested: written notice shall be given to the Committee at least ninety (90) days prior to the date of the original date of return to work;
 - (b) Change to September 1 of year preceding September 1 of year originally requested: written notice shall be given to the Committee at least ninety (90) days prior to the commencement of the school year in which the administrator now seeks to return. The allowance of such change shall be at the discretion of the Committee.

c. Additional Terms and Conditions (Applicable to Extended Leaves and Leave Not Exceeding Eight Weeks, Except as Provided Otherwise)

- (1) The administrator shall furnish the Superintendent with her request for leave, medical certification that she is physically able to continue teaching until the commencement of her leave. Additional medical certification may thereafter be required by the Committee.
- (2) The Superintendent may require the administrator to produce medical certification that she is physically able to resume her work before returning to work.
- (3) The Superintendent, in its discretion, may allow an administrator to return to work at a time other than the times hereinbefore provided.
- (4) A pregnant administrator may continue to work until such time as she is unable to carry on her normal administrative responsibilities.
- (5) An administrator who is absent on leave as hereinbefore provided shall not be denied an increase in salary, if otherwise eligible on the basis of such leave alone, provided the leave does not exceed sixty (60) school days in the work year preceding the year the administrator would otherwise have been eligible to an increase in salary.

2. Other Leaves

A professional status administrator may be granted a leave of absence without pay if approved by the Superintendent of Schools for a period of time not to exceed two (2) years. Such leave will not be unreasonably denied.

3. Notification of Intent to Return

Notification of intent to return shall be made in writing by the administrator to the Superintendent or on before March 15 of the leave year prior to returning.

4. Administrators Returning

Administrators returning after a leave of absence shall not suffer any loss of benefits accumulated prior to taking leave.

G. FAMILY AND MEDICAL LEAVE PROCEDURES.

1. Paid or unpaid leave which is provided under the Agreement shall be credited against the leave entitlement provided in the federal Family and Medical Leave Act (FMLA), to the extent permitted by the FMLA.
2. An employee who takes a leave of absence under the FMLA does not forfeit any vacation, sick or personal leave that she/he had accumulated at the time of the start of the leave. An employee who is on such a leave of absence on the first official day of a school year will not be granted additional vacation, sick or personal leave for that school year unless she/he returns to active employment during that school year, at which time she/he will be granted such additional vacation, sick and personal leave as would have been granted to her/him on the first official day of the school year if she/he had been actively employed on that date.
3. The benefit year, for the purposes of FLMA leave, shall be the same benefit year that the City of Beverly uses for City employees in it FMLA policy.
4. While an employee is on FMLA leave, the School Committee shall continue to make its contribution toward the employee's health insurance premium, provided the employee makes timely payments of his/her contribution toward the health insurance premium.
5. Request for such leave shall be submitted to the Superintendent or his/her designee, in writing at least thirty (30) days prior to the start of the leave, if the need for leave is foreseeable, or with as much notice as practicable if the need for leave, is not foreseeable, and shall state the purpose of the leave, the date of its commencement, and the anticipated date of the employee's return.

G. BEREAVEMENT LEAVE

1. An administrator shall be granted up to five (5) days leave with pay on account of death in the immediate family.
2. Immediate family means husband, wife, child, parent, brother, sister, or member of the household in which the administrator is living.

3. An absence of up to three (3) days shall be granted for the purpose of attending the funeral of an administrator's grandchild, grandparent, aunt, uncle, niece, nephew, first cousin, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law or daughter-in-law..
4. An additional bereavement day may be granted upon approval of the Superintendent to attend the funeral of a close friend.

ARTICLE VI - RECOMMENDATION PROCEDURE

The purpose of the procedure set forth hereinafter is to produce prompt and equitable action to those recommendations made from time to time by the Administrators Unit which affects the quality of education and conditions of employment in the Beverly School Department. The Committee and the Unit desire that such procedure shall be as informal and confidential as may be appropriate for the recommendation involved at the procedural level involved; and nothing in this Contract shall prevent any administrator from individually presenting a recommendation.

If the administrator shall so desire, she/he may present a recommendation to the Unit for its consideration. If the Unit accepts the recommendation by a majority vote, the Unit will proceed to Level One.

LEVEL ONE

The Unit shall present the recommendation in writing to the Superintendent and to the Committee of Mutual Concerns for their consideration.

LEVEL TWO

The Superintendent shall reply in writing to any such recommendation within twenty (20) days of his/her receiving it; his/her written response shall be directed to the Chair of the Administrators Unit.

ARTICLE VII – CONFERENCES

A. IN-STATE

A budgetary allowance will be made for administrators' expenses at instate conferences and professional meetings. Approval for attendance of the administrator to said conferences shall be at the discretion of the Superintendent. Such approval shall not be unreasonably withheld.

B. OUT-OF-STATE

1. A budgetary allotment will be set aside for administrators covered by this contract attending out-of-state educational conferences and professional meetings.
2. Administrators will normally not receive out-of-state travel expenses more than once in every three (3) consecutive years.
3. The approval for administrators to attend and receive expenses for out-of-state conferences shall be granted without bias or favoritism. Approval to attend said conferences shall be granted by the Superintendent of Schools. Such approval shall not be unreasonably withheld.

C. ALLOTMENTS

The combined in and out of state budget allotment shall not exceed \$3,900.

D. NOTIFICATION

A decision concerning the request for attendance at such conferences or meetings shall be made in writing to the applicant within ten (10) days of application. Should a request not be granted by the Superintendent, she/he shall give the reason for rejection in writing within ten (10) days of application.

E. EXPENSES

1. If an administrator is requested to attend a conference or meeting by the Superintendent or by the School Committee, all of her/his expense incurred in attending such conferences or meetings shall be reimbursed without deducting the amount of the reimbursement from the contractual budgetary allotment for conferences or meetings.
2. If an administrator attends a conference or meeting at her/his own request which is subject to the approval of the Superintendent of Schools, she/he shall receive full reimbursement for travel and reimbursement for food to a maximum of \$50.00 daily and lodging to a maximum of \$100.00 daily.

ARTICLE VIII - HIRING AND PLACEMENT OF TEACHING PERSONNEL

Whenever possible, an administrator shall be allowed to observe and/or interview candidates being considered for teaching positions in their respective buildings or departments. The Superintendent shall have the final decision on transfers.

ARTICLE IX - CLERICAL HELP

The Superintendent, or his/her designee, shall advise each Director, in writing, as to how he/she should attempt to access the clerical resources of the school system. Such written notice is subject to change, at any time, by the Superintendent, or his/her designee.

It is recognized that nothing contained herein is a contract commitment for clerical help and, as noted, that the method of attempted access is subject to change, at any time, by the Superintendent, or his/her designee.

ARTICLE X - PAYROLL

Administrators shall receive their contracted annual salary in 52 equal payments which shall be paid weekly.

When the scheduled payday occurs on a holiday, payment shall be made the preceding day. When the payday shall be during a school vacation period, the payment shall be made available in advance of the vacation upon notification to the business office two weeks prior to date of receipt.

ARTICLE XI - PERIOD OF EMPLOYMENT

A. WORK YEAR - DAYS

The work year for employees covered by this Agreement is set forth in Appendix A.

B. SCHEDULE

1. The work year for administrators employed less than 224 days per year shall correspond with the teachers' work year plus the appropriate number of additional days. Ten of these additional days shall be the calendar following the close of school and the calendar week prior to the opening of school. All required additional days will be scheduled by the Superintendent of Schools based on the calendar recommendation of the principal and/or supervising administrator.
2. The work year for all administrators shall correspond with the teachers' work year plus the required additional days as scheduled by the Superintendent of Schools based on the calendar recommendation of the principal and/or supervising administrator.
3. "Required additional days" will be those days on which the administrator is directed by the principal and or supervising administrator to report to work. (See Appendix A)
4. The Superintendent shall have the right to call in any administrator beyond the aforementioned days (or normal hours), at no extra compensation, to perform any normal duties of the position held, including, without limitation, interviewing. The number of days/hours of any such call-in shall be the number it takes to complete the work considered necessary.
5. The parties agree that circumstances such as district renovation projects could necessitate changes in the student instructional calendar. In the event that said changes are necessary, the Superintendent shall notify the Association President no less than three (3) months prior to the affected change. Employees in the affected school(s) who have a planned vacation impacted by this change shall be granted leave if they can demonstrate that a personal financial commitment had been made prior to being notified of the calendar change. The impacted employee(s) will still be required to work the number of days stipulated in this agreement.

ARTICLE XII – PAYROLL DEDUCTIONS

A. GENERAL LAWS

The Committee hereby accepts the provision of 17C of Chapter 180 of the General Laws of Massachusetts, and, in accordance therewith, shall certify to the Treasurer of Beverly all payroll deductions for payment of dues to the Association duly authorized by the employees covered by this

Contract, as shown on the payroll deduction authorization form attached hereto, and made a part hereof.

B. INDEMNIFICATION

The Association shall indemnify and save the Committee and/or the City of Beverly harmless against all claims, demands, suits, or any other form of liability whatsoever which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this Section.

C. DEDUCTION REQUESTS

Presently employed administrators planning to request deductions which are to become effective on the first payment of the school year must do so by June 15 in writing to the Superintendent's Office.

D. TERMINATION OF DEDUCTIONS

Written request to cease deductions, other than Association dues, must be made fifteen (15) days in advance of the date on which payment is to stop.

E. ADDITIONAL DEDUCTIONS

The Committee agrees that payroll deductions, in addition to the Association dues deduction, will be made if, after consultation with the City Treasurer and the Superintendent's Office, it is deemed mechanically possible.

ARTICLE XIII – INSURANCE

Health Insurance for all City of Beverly employees, including all School Department employees governed by this collective bargaining agreement, is provided pursuant to the terms of the MUNICIPAL HEALTH INSURANCE AGREEMENT between the City of Beverly and the Public Employee Committee dated January 10, 2012.

ARTICLE XIV - RETIREMENT

Any Unit B Administrator who retires with the following years of service in the Beverly Public Schools shall be paid, in a lump sum, at the conclusion of their retirement year, the following amount, provided:

1. that notice of retirement was given by April 15 of the school year preceding the school year of retirement, and
2. the Administrator retired pursuant to the Massachusetts Teachers Retirement System."

<u>Years of Service in the Beverly Public Schools</u>	<u>Amount</u>
20 or more years	\$1,000
25 or more years	\$2,000
27 or more years	\$3,000

ARTICLE XV - REDUCTION IN FORCE

The following rules shall apply in the determination of which administrators are to be dismissed in the event a reduction in the number of administrators is deemed advisable by the Committee.

- A. Administrators with professional status shall not be dismissed if there is an administrator without professional status whose position the administrator with professional status is qualified to fill.
- B. The Superintendent shall determine which administrators with professional status shall be dismissed in accordance with the following rules:
 - (1) Professional Status Administrators with the least amount of seniority shall be dismissed first provided that such administrators may be retained by the Superintendent over more senior administrators based upon an analysis of the following factors: (a) need; (b) quality and quantity of performance by the administrator of his/her duties and responsibilities; (c) educational background; (d) experience; (e) nature and diversity of certification; (f) total contribution to the Beverly Public School System and the needs of its students; and (g) professional achievement and activities.
 - (2) Seniority as used herein shall mean length of continuous service as an administrator in the Beverly School System. In the event of equal seniority, total years of regular full-time

administrative experience shall govern. An authorized leave of absence shall not destroy continuity of service. Such time, however, shall not be credited as time served, except as hereinafter.

- (3) The Superintendent may assign whatever weight it desires to the aforementioned criteria provided its decision is based on said criteria. It is recognized, however, that the Superintendent need not review all of said criteria. For example, an administrator's evaluations may be such (negative) that a review of the other criteria could not offset such evaluations.

- C. The Superintendent may assign any displaced administrator with professional status to a teaching position for which he/she is qualified to fill.

ARTICLE XVI - RECALL

- A. Applicable only to M.G.L: Chapter 71, Sec. 41 Administrators.
- B. Applicable only to staffing reductions in force. (For example, and without limitation, an administrator dismissed for disciplinary reasons or transferred for performance reasons shall not have recall rights.)
- C. Applicable only to permanent vacancies.
- D. Recall rights shall exist for two (2) years from administrator's last day of performing in said administrative capacity. Permanent vacancies to which appointments are made within said two (2) year period but which will actually commence after said two (2) year period shall not be considered within the administrator's two (2) year recall period.
- E. Administrators shall be given two (2) weeks after receipt of notice of recall to accept the recall. In the event the administrator does not accept the recall, all recall rights shall terminate.

ARTICLE XVII - REORGANIZATION

In the event the Committee decides to effectuate an administrative reorganization, consolidation, restructuring, reassignment of duties and responsibilities (hereinafter sometimes called individually and/or collectively "reorganization"), during the term of this Agreement, the following shall be applicable:

- A. (1) The Committee and/or Superintendent shall advise the Association as to its intent with regard to said reorganization and, to the extent known, the particulars thereof.
- B. (1) The Committee and/or the Superintendent, upon request made in writing by the Association within ten (10) days of receipt of notice from the Committee or Superintendent, as aforementioned, shall meet with the Association to discuss the reorganization. Said meeting shall be held within ten (10) days of receipt of the Association's request, unless otherwise mutually agreed.
(2) The Association, within ten (10) days after meeting with the Superintendent or Committee, as aforementioned, concerning the reorganization, shall advise the Committee in writing, in reference to any issues raised by the reorganization, whether it (a) claims any contract violation arising out of any of the reorganization issues ("alleged contract issues"); and/or (b) that mandatory subjects of bargaining on which it alleges the Committee has an obligation to bargain are put into issue by the reorganization issues and that it wishes to bargain on said issues (alleged "bargaining issues".)
- (3) In reference to any alleged contract or bargaining issues, the Association shall set forth the details thereof.
- (4) In the event the Association does not make any claim to bargain, or claim of contract violation, as aforementioned, the Committee shall have no bargaining obligation with reference thereto (even assuming, arguendo, that an obligation otherwise existed. In such event, the implementation of the rules set forth in section C (3) shall be applicable were the Committee to implement.
- C. In the event the Association alleges, contract and/or bargaining issues, as aforementioned, the Committee shall have the option to resolve said issues as follows:
 - (1) The parties shall meet at mutually convenient times to bargain on the alleged contract and/or bargaining issues.
 - (2) Either party may, if negotiations do not culminate in an agreement within forty-five (45) days of the first meeting (at least three sessions during said time), request factfinding on the issues. The parties shall attempt to mutually agree upon the selection of the factfinder. If they cannot agree, the factfinder shall be chosen using the American Arbitration Association. The expenses of factfinding shall be shared equally between the parties. If factfinding is requested, the factfinder must be able to hold a hearing and issue his report within thirty (30) days from the date of appointment. Upon issuance of the factfinder's report, the parties shall meet to discuss the same.

Said meeting shall be held at a mutually convenient time within ten (10) days after the issuance of the factfinder's report.

- (3) In the event no agreement is reached on the issues within ten (10) days of the meeting, the Committee shall then have the right to implement its last bargaining position on the issues. Such implementation shall not constitute an unfair labor practice nor be considered in violation of the collective bargaining agreement but rather shall be deemed in full compliance therewith.
- D. The Committee shall not have the right to implement, under the above procedure, reorganization issues on which the Association claims a contract violation prior to the end of the contract year in which notice is given under XIV A (1) above.

Example:

- (1) The Committee gives notice under XIV A (1) on 2/3/91.
- (2) The Association raises "contract issues."
- (3) The Committee utilizes the above procedures.
- (4) The Committee may not implement until 9/1/91.

If the Committee were not to utilize the above procedure, however, the aforementioned restriction shall not be applicable. For example, and without limitation, the Committee implements and the parties then go to arbitration on the contract issue/s and the arbitrator rules in favor of the Committee.

- E. The Committee's right to implement as aforementioned shall be in reference to reorganization issues on which it has given the Association notice.
- F. In response to any alleged contract issues, the Committee shall have the right, if it so desires, to go to arbitration (expedited timetable) prior to its possible use of the above procedure. (Favorable decision would obviate need to utilize procedure.)

ARTICLE XVIII – TUITION REIMBURSEMENT

The tuition reimbursement program is subject to the following terms and conditions:

1. Application for course reimbursement shall be made, in writing, to the Superintendent in advance of the commencement of the course.
2. The course/s for which reimbursement is sought must be approved by the Superintendent. Denial of such approval shall not be subject to challenge.
3. The maximum reimbursement per employee per year shall be \$2,000.
4. An additional reimbursement up to \$1,500 annually shall be available to administrators who are participating in a doctoral program.
5. At the conclusion of the course, the employee must provide the Superintendent with proof that the course was successfully completed (grade of B- or better). Failure to do so will result in a forfeiture of the tuition payment.

ARTICLE XIX – EVALUATION

- A. Parties agree to negotiate the new language that reflects the DESE model.

ARTICLE XX – ASSISTANT PRINCIPAL ACTING AS PRINCIPAL

An Assistant Principal shall receive the per diem rate of the Principal in the circumstances and subject to the terms and conditions hereinafter provided:

1. The Assistant Principal must actually be functioning as, and performing the duties of the Principal during the periods hereinafter provided.
2. In the event it is known at the outset that the Principal is going to be absent for more than twenty (20) consecutive school days, then the Assistant Principal, subject to fulfillment of condition one, will receive the per diem rate of the Principal commencing the first day of the Principal's absence and for each consecutive day of absence thereafter so long as he/she continues to be functioning as and performing the duties of the Principal.
3. In the event it is not known at the outset of the Principal's absence that he/she will be out for at least twenty (20) consecutive school days, but the absence, in fact, reaches twenty (20) consecutive school days, then the Assistant Principal, subject to fulfillment of condition one, will receive the per diem rate of the Principal commencing the twenty-first (21st) day of consecutive absence of the Principal and for each consecutive day of absence thereafter so long as he/she continues to be functioning as and performing the duties of the Principal. In the event it were to become known

during the first twenty consecutive days that the Principal will be out for at least twenty (20) consecutive days, the per diem will then start at such time.

4. In the event the Principal is absent for more than forty-five (45) school days in any school year, then the Assistant Principal, subject to fulfillment of condition one, will receive the per diem rate of pay of the Principal commencing the forty-sixth (46th) day and for each day thereafter so long as he/she continues to be functioning as and performing the duties of the Principal.

ARTICLE XXI – 403b PLAN

1. The employer will annually match the first two hundred and fifty dollars (\$250) contributed for those bargaining unit members who have completed less than five (5) years of service as an administrator in the Beverly Public Schools. A bargaining unit member wishing to participate in the program must notify the Superintendent in writing no later than the April 15th preceding the first year of participation. Each member must contribute the full amount to be eligible for this contribution. The School Committee will not be responsible for any administrative costs relating to this program and the only legal responsibility relating to the 403B Plan will be to transmit the contribution to the appropriate vendor or vendors. If an employee becomes a member of this bargaining unit and had previously received this benefit as a member of another bargaining unit of the Beverly Public Schools, that employee will be granted continuous eligibility for this benefit up to the five (5) years of service as an administrator.

ARTICLE XXII - MISCELLANEOUS

1. With approval from the Superintendent, employees shall be reimbursed for educational membership dues.
2. Effective July 1, 2009, whenever required to travel, all administrators shall be reimbursed at the current City of Beverly rate up to the monthly amounts shown below:

Position	Maximum Monthly Allowance
ADL - Math, Science, & Tech	\$50
Program Coordinator For Lang 6-12	\$40
School Nurse Leader (half-time)	\$20
Athletic Director	\$75
Director of Fine Arts	\$75
Administrative Team Chairperson	\$75
Administrator for Out-of-District Placements	\$75

3. Bargaining unit members will be covered by worker's compensation.
4. Early Childhood Tuition Benefit:
 - a. The benefit of reduced preschool and kindergarten tuition is available to all full-time employees of BPS who are also Beverly residents and who have been in our employ for at least one full year.
 - b. This benefit is applicable only for the children of such employees.
 - c. The tuition benefit for preschool is 50% of the annual tuition set by the School Committee. The tuition benefit for kindergarten is 100% of the annual tuition.
 - d. For the purposes of this benefit, full time employment is determined to be a minimum of 28 hours per week and an FTE of 1.0.
 - e. Exceptions to the above criteria for significant extenuating circumstances will be considered on a case-by-case basis at the discretion of the Superintendent of Schools.
 - f. Children enrolled in the program when this agreement is ratified shall be grandfathered in the program.

XXIII – JUST CAUSE

No administrator with professional status shall be suspended or dismissed for disciplinary reasons without just cause. In the event that the administrator is dismissed, the process for appeal shall be determined by the statute and/or regulation of the Department of Elementary and Secondary Education if such process exists. The dismissal procedures afforded by the statute and/or regulation shall be the sole remedy

available to the administrator. If no procedures exists, then the "just cause" review shall be consistent with the rules of the American Arbitration Association.

In the event that an administrator with professional status is suspended, the administrator may elect to proceed under the provisions of the article or elect statutory and/or regulatory review of the suspension. The Administrator must elect either the contract or statutory review as the sole remedy no later than five (5) days after the receipt of the suspension.

ARTICLE XXIV - DURATION

This Agreement shall become effective July 1, 2011, except as otherwise provided herein, and shall expire on June 30, 2014. Negotiations for a successor Agreement shall begin not later than thirty (30) days, but in no event earlier than November 1, 2013, after written notice by either party of its desire to commence negotiations for a successor Agreement. The Committee and the Association, by the receipt of said notice, shall make mutually satisfactory arrangements to engage in negotiations for a successor Agreement.

IN WITNESS WHEREOF the parties to this 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.

BEVERLY SCHOOL COMMITTEE

BEVERLY TEACHERS ASSOCIATION

By Maura T. DeLa
Kristin A. Selunstein
[Signature]
David M. Manzi
Annmarie Orr
William F. Lynch, Jr.

By Heather Hitchfield
Amy Duade
Terrene Kanick
Elizabeth Taylor
[Signature]
[Signature]

Date: Sept 12, 2012

Date: Sept. 12, 2012

APPENDIX A – SALARY SCHEDULE

Position/Year	Days	ANNUAL SALARY					
		Step 1	Step 2	Step 3	Step 4		
Assistant Principal - FY ADL - Mathematics Science, & Tech	224						
	2011-2012	\$ 87,738	\$90,451	\$93,249	\$96,133		
	2012-2013	88,615	91,356	94,181	97,094		
Assistant Principal (Briscoe)	2013-2014	89,944	92,726	95,594	98,551	(Melded Rate)	
Administrative Team Chair Director of Fine Arts Administrative Out of District TC	214						
Athletic Director	2011-2012	83,831	86,423	89,096	91,852		
Assistant Principal (Briscoe)	2012-2013	84,669	87,287	89,987	92,771		
	2013-2014	85,939	88,597	91,337	94,162	(Melded Rate)	
Program Director for Lang 6- 12							
	2011-2012	184	75,380	77,712	80,115	82,593	
	2012-2013		76,134	78,489	80,916	83,419	
	2013-2014		77,276	79,666	82,130	84,670	(Melded Rate)
School Nurse Leader							
	2011-2012	97	37,690	38,856	40,058	41,297	
	2012-2013		38,067	39,245	40,459	41,710	
	2013-2014		38,638	39,833	41,065	42,336	(Melded Rate)

3. Should an administrator earn an advanced degree (beyond masters) in a field relevant to his/her position, the administrator shall be paid an annual salary stipend of \$750 for a CAGS and \$1,000 for a Ph.D. or Ed.D.
4. Unit members at the High School may volunteer to teach one additional class subject to the following:
 - a. To be eligible an administrator must have good references and must have completed three full school years as an administrator in Beverly.
 - b. No teacher will be laid off within the department and/or a position within the department eliminated as a result of these assignments.
 - c. The Superintendent will consult with the Association President relative to applicants for these positions.
 - d. The compensation for teaching an additional class (equivalent of a five-credit course) is based upon the number of years served as a teacher and/or administrator in the Beverly Public Schools.

Member with less than twelve years	Member with more than eleven years
\$6,000	\$8,000

Rates of compensation are based upon school schedules remaining the same as that in place during the 2011-12 school year.