

AGREEMENT

BETWEEN THE

BEVERLY SCHOOL COMMITTEE

AND THE

BEVERLY TEACHERS ASSOCIATION

ADMINISTRATORS – UNIT B

July 1, 2021 – June 30, 2024

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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, 2021, 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

1. 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.
2. PROFESSIONAL GROWTH STIPEND
Each full-time unit member in the service of the Beverly Public Schools during the 2020 - 2021 school year shall receive a professional growth stipend of one thousand dollars (\$1,000) to be paid in December 2021. Employees who were employed for less than the full school year or who worked part-time shall receive a prorated stipend. Employees must be employed in Unit B at the time the stipend is paid to receive this one-time professional growth stipend.

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: An employee with a grievance will present it to his/her school principal. In the event that the employee is not directly responsible to an individual principal, then he/she will present it to his/her immediate supervisor.

STEP 2

If the grievance is still unresolved 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 3

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 4

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 4 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. For purposes of this Article, immediate family shall be defined as the employee's child, parent, spouse or domestic partner, and any person residing in the employee's household. In extraordinary circumstances, the Superintendent, in his/her discretion, may permit a member to use sick leave for illness of an individual not included in the definition of "immediate family". 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
Juneteenth *	Christmas Day *
Independence 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.
4. Should additional state or federal legal holidays be created during the term of this agreement, they will be added to the list of holidays in Section 2 above.

C. PERSONAL LEAVE

Members shall be granted three (3) days of personal leave per year for imperative personal business, which could not effectively be conducted outside of school hours. Personal leave may not be used for the purpose of extending holidays, long weekends, or vacation except with the approval of the Superintendent. Members requesting personal leave shall execute a form, provided by the Committee.

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. Parental Leave

A. Leave Not Exceeding 8 weeks

Pursuant to M.G.L. chapter 149 Section 105D, an employee who has completed three (3) consecutive months of full-time employment shall be entitled to eight (8) weeks of parental leave for the purpose of: giving birth, or (b) placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled, for adoption with the employee, provided, however, that any two employees of the Beverly Public Schools shall only be entitled to eight (8) weeks of parental leave in the aggregate for the birth or adoption of the same child. The employee shall give notice to the Building Principal and to the Human Resources Director of the employee's anticipated date of departure and the employee's intention to return. Such notice shall be provided at least two (2) weeks prior to the anticipated date of departure or as soon as practicable if the delay in providing notice is for reasons beyond the employee's control.

The Human Resources Director will grant parental leave for eligible employees upon application by the employee and will confirm in writing the approved dates of parental leave.

The pregnant employee may continue to work until such time as she is physically disabled from working. The Human Resources Director may require the member to produce medical certification of disability. The employee who has given birth may return to work as soon as she is no longer physically disabled from working. The Human Resources Director may require the member to produce medical certification for the period of disability.

Parental leave commences at the time of the birth of a child or the placement of the child for adoption and is in effect for the eight (8) consecutive calendar weeks (not school weeks) immediately following the birth/placement of the child. Parental leave is unpaid; however, a female employee who has given birth to the child may use her accumulated sick leave to cover absences for incapacity as a result of childbirth and recovery from childbirth, and the non-birth parent may use up to fifteen (15) days of his/her accrued family illness days to cover his/her absences on consecutive work days during the parental leave period commencing with the date of birth or placement of the child for adoption with the non-birth parent.

The following scenario is provided as an example of the use of sick leave by the birth mother:

If the birth mother's parental leave commences on December 1st, the eight (8) week parental leave period would end eight calendar weeks later, even though the winter vacation and Martin Luther King Jr. holiday take place during that period. This employee may use her accrued sick days to cover her absences for the period of her incapacity and recovery from childbirth during her parental leave.

The following scenario is provided as an example of the use of family illness days by the non-birth parent:

If the non-birth parent's parental leave commences on December 1st, the date of birth of his/her child or placement of the child for adoption with the non-birth parent, the eight (8) week parental leave period would end eight calendar weeks later, even though the winter vacation and Martin Luther King Jr. holiday take place during that period. The non-birth parent may use his/her accrued family illness days, not to exceed 15 days, to cover his/her absences on consecutive work days commencing on December 1st.

During the period of parental leave, health benefits shall be continued and the employee on parental leave shall be responsible for her/his portion of the premiums for such health benefits.

Upon the expiration of parental leave, the employee is entitled to return to the same or a similar position without loss of benefits under the contract for which the employee was eligible on the day the employee's leave commenced, subject to the exceptions in M.G.L. Chapter 149 Section 105D.

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 FMLA leave, shall be the same benefit year that the City of Beverly uses for City employees in its 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.

H. 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 – 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 \$ 4,000.

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 VII - 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 VIII - 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 IX - 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), , 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 X – 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 XI – 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 XII - 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 XIII - 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 XIV - 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 XV - 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 XVI – 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 of \$3,000 annually shall be available to administrators who are participating in an approved doctoral program. Up to an additional \$2,000 shall be available to administrators who are pursuing a Beverly-sponsored program with a local institution.
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 XVII – EVALUATION

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

ARTICLE XVIII – 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 a principal is out for more than fifteen (15) consecutive days, the Superintendent will negotiate the per diem rate subject to the member's administrative experience. The per diem rate shall not be equal to or less than the Unit B member's current per diem rate.

ARTICLE XIX – 403b PLAN

1. The employer will annually match the first two hundred and fifty dollars (\$250) contributed for those bargaining unit members. 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 XX - MISCELLANEOUS

1. With approval from the Superintendent, employees shall be reimbursed for educational membership dues.
2. 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
Director of English Learner Education (ELE)	\$75
School Nurse Leader	\$75
Athletic Director	\$150
Director of Fine Arts	\$75
Administrative Team Chairperson/Assistant	
Director of Special Education	\$75

3. Bargaining unit members will be covered by worker's compensation.
4. Early Childhood Tuition Benefit:
 - a. The benefit of reduced preschool 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.
 - 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.
5. Members of the bargaining unit who chaperone an overnight trip shall be paid an amount of Two Hundred (\$200.00) Dollars for each overnight stay.
6. The District will insure or self-insure District laptops issued to employees against damage from the employee's normal use.
7. Members of the bargaining unit may request a district-issued mobile device with district-paid services to be used in lieu of providing a personal cell phone number for school related business, work-related messaging (i.e., Vape alerts, parent contact, emails, texts from other administrators/teachers/staff), and occasional, incidental personal business. Members must abide by all School Committee and HR policies and applicable laws and regulations in using the district-issued mobile device. The District reserves the right to rescind a district-issued mobile device at any time.

XXI – SPECIAL PROJECT

A special project is defined as one that occurs outside the current role of an individual that performed outside the defined workday/work-year. The project should be time-bound and aligned with the current district needs. A completed project would include research, recommendation, and implementation that provides a district-wide impact for student growth. Projects may be identified by the Superintendent or proposed by members to address a current topic.

The District will budget a sum of \$5,000 annually to be used for special projects. Distribution of funds will be based on the scope of the project.

XXII – 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.

XXIII – DIRECT DEPOSIT

All employees shall receive their pay through direct deposit. (Each employee who has not been receiving his/her pay through direct deposit shall provide the required signed authorization forms to facilitate direct deposit to the District's payroll office). The District will assist an employee who has a documented hardship in establishing direct deposit. The District may provide employees with electronic pay advices in lieu of paper advices/paystubs.

ARTICLE XXIV - DURATION

This Agreement shall become effective July 1, 2021, except as otherwise provided herein, and shall expire on June 30, 2024, except as otherwise provided herein. Negotiations for a successor Agreement shall begin no later than thirty (30) days after written notice by either party of its desire to commence negotiations for a successor agreement, but in no event earlier than November 1, 2023. 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 Rachael Abell
Rachael Abell

By Julia Brotherton
Julia Brotherton

Kaarin Robinson
Kaarin Robinson

Phillip Coddaire
Phillip Coddaire

Kim Collier
Erica Pasquarelli
Jodi Eider

Erica Pasquarelli
Jodi Eider

Date: _____, 2021

Date: 11-2-21, 2021

APPENDIX A – SALARY SCHEDULE

1. 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 \$1000 for a CAGS and \$1,250 for a Ph.D. or Ed.D.

Appendix A – Salary Schedule

Position/Year	Days	Years	ANNUAL SALARY			
			Step 1	Step 2	Step 3	Step 4
Assistant Principal Director of College and Career Readiness	224	2021-22	\$105,155	\$108,407	\$111,760	\$115,219
		2022-23	\$107,521	\$110,846	\$114,275	\$117,811
		2023-24	\$110,477	\$113,894	\$117,417	\$121,051
Assistant Director of Special Education Administrative Team Chair Athletic Director	214	2021-22	\$100,460	\$103,567	\$106,771	\$110,075
		2022-23	\$102,721	\$105,898	\$109,173	\$112,552
		2023-24	\$105,545	\$108,810	\$112,175	\$115,647
Director of Innovative Practices STEM Director of Innovative Practices Humanities Director of English Learner Education (EL)	204	2021-22	\$95,766	\$98,728	\$101,781	\$104,931
		2022-23	\$97,920	\$100,949	\$104,072	\$107,292
		2023-24	\$100,613	\$103,725	\$106,934	\$110,243
Nurse Leader	194	2021-22	\$91,071	\$93,888	\$96,792	\$99,788
		2022-23	\$93,120	\$96,001	\$98,970	\$102,033
		2023-24	\$95,681	\$98,641	\$101,692	\$104,839

Effective Date	Increase
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September 1, 2021	2.25%
September 1, 2022	2.25%
September 1, 2023	2.75%

2. 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 twelve or more years
\$6,500	\$8,500

3. The per diem rate for all Unit B members will align with the salaries of 214-day employees, Steps 1-4.