

AGREEMENT

BETWEEN

THE NORTH READING SCHOOL COMMITTEE

AND

THE NORTH READING ADMINISTRATORS' ASSOCIATION

July 1, 2020 – June 30, 2023

CONTRACT

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this CONTRACT is made this ____ day of November, 2019 by the SCHOOL COMMITTEE OF THE TOWN OF NORTH READING (the Committee) and the NORTH READING ADMINISTRATORS' ASSOCIATION (the Association).

ARTICLE I

GENERAL

A. Recognizing that our primary purpose is to provide education of the highest possible quality for the children of North Reading, and that good morale within the administrative staff of North Reading is essential to achievement of the purpose, we, the undersigned parties of the Contract, declare that:

1. Under the law of Massachusetts, the Committee, elected by the citizens of North Reading, has final responsibility for establishing the educational policies of the public schools of North Reading;
2. The Superintendent of Schools of North Reading (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established;
3. The administrative staff of North Reading has responsibility to implement the educational policies established by the Committee and the Superintendent;
4. Fulfillment of these responsibilities can be facilitated and supported by consultations and free exchange of views and information among the Committee, the Superintendent, and the administrative staff in the formulation and application of policies relating to wages, hours, and other conditions of employment for the administrative staff;
5. The provisions of the Agreement shall constitute Committee policy for the duration hereof or until changed by mutual consent in writing. Any previously adopted policy, rule or regulation of the Committee which is in conflict with a provision of the Agreement shall be superseded and replaced by this Agreement. Nothing in this Agreement which changes pre-existing Committee policy, rules or regulations shall operate retroactively unless expressly so stated;
6. Subject to the provisions of the Agreement, the Committee and the Superintendent of Schools reserve and retain full rights, authority and discretion, in the proper discharge of their duties and responsibilities, to control, supervise and manage the school system and its professional staff under governing law, ordinances, rules and regulations -- Municipal, State and Federal. In all matters under this Agreement calling for the exercise of judgment of discretion on the part of Committee, the decision of the Committee shall be final and binding if made in good faith -- i.e., not arbitrarily, capriciously or without rational basis in fact -- except where some other standard of grievability or arbitrability is set forth in this Agreement;
7. As per Chapter 150E: In the event that any part or provision of this Agreement is in conflict with any law, ordinance or by-law, the law, ordinance or by-law shall prevail so long as such conflict remains. If funds are necessary to implement such written agreement, a request for the necessary appropriation shall be submitted to the legislative body. If such request is rejected, the matter shall be returned to the parties for further bargaining;

8. If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The parties will meet not later than ten (10) days after any such holding for the purpose of renegotiating the provision or provisions affected;
9. The School Committee will authorize the Superintendent of Schools to meet with representatives of the Administrators Association as often as necessary to discuss matters of mutual concern. Said meetings may be requested by either party and will be held at times convenient for both parties. No decision or action will be taken as a result of said meetings that in any way alters or modifies the existing Agreement.

ARTICLE II

RECOGNITION

A. For the purposes of collective bargaining with respect to wages, hours and other conditions of employment, the negotiation of collective bargaining agreements and any other questions arising therein, the Committee recognizes the Association as the exclusive bargaining agent and representative of all professional administrative employees in the positions of High School Assistant Principal, Middle School Assistant Principal, Coordinator of Elementary Special Education, Coordinator of Secondary Special Education, and Coordinator of School Counseling Services. Exclusive in this category are the Superintendent, Assistant Superintendent of Finance and Operations, Assistant Superintendent, Director of Student Services, Principals, Supervisor of Building and Grounds, and the Director of Food Services. Additional professional administrative employees will be considered for inclusion in the Association upon the approval of the Association.

ARTICLE III

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to produce prompt and equitable solutions to those problems which from time to time may arise and affect the conditions of employment of the employees covered by this Contract. The Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved.

1. Definition: A "grievance" is hereby defined to mean a complaint by an Administrator or group of Administrators based on any alleged violation of this Agreement, or a dispute involving the meaning, interpretation, or application thereof. Group grievances shall be instituted at Level Two of the grievance procedure.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits to the aggrieved employee and to the Association shall permit the aggrieved party or parties to proceed to the next step. Failure to present the grievance at Level Two of the procedure within ten (10) work days following the occurrence of the grievance or within ten (10) work days after the Administrator should reasonably have known of the grievance, whichever is later, or failure to appeal a grievance to the next step within the specified time limit shall be deemed to constitute a waiver of the particular grievance.

3. As used herein, work day shall mean Monday through Friday except for legal holidays and scheduled school days on which school has been cancelled.
4. Any of the time limits specified herein may be extended by mutual agreement of the parties.
5. The Association shall be permitted to be represented by a representative or representatives of its own choosing at any step of the grievance procedure.
6. No written communication, other document, or record relating to any grievance shall be filed in the personnel file maintained by the School Department of North Reading for any employee involved in presenting such grievance. To abide by statute, a special file for all administrative grievances is to be located in the Office of the Superintendent and set up for this purpose. Access to such file shall be granted only to the Superintendent and the individual Administrator. If an employee who grieved should leave the employ of the North Reading Public School System, the contents of the grievance file shall not be sent to any future employer.
7. Nothing herein shall prevent an employee from presenting a grievance without the presence of any Association representative. However, the disposition, if any, of the grievance shall be consistent with the provisions of this Agreement.

B. Levels:

1. Level One: An informal settlement between the Administrator and his immediate Supervisor will be attempted.
2. Level Two: An Administrator with a grievance which has not been disposed of at Level One may, with or without the Association, present the grievance to Superintendent of Schools in writing within ten (10) work days of the occurrence of the event upon which the grievance is based or within (10) work days after the Administrator should reasonably have known of the grievance, whichever is later. Within five (5) work days after his receipt of the written grievance, the Superintendent shall meet with the aggrieved Administrator and/or the Association (unless objected to by the grievant) in an effort to settle the grievance.
3. Level Three: In the event that the grievance shall not have been disposed of at Level Two or in the event that no decision has been rendered within (10) work days after the Level Two meeting, the grievance may be referred in writing to the Committee within five (5) work days after receipt of the Level Two decision or, if no decision has been rendered within (10) work days after the Level Two meeting. Within ten (10) work days thereafter, or at its next regularly scheduled meeting, whichever is the longer period of time, the Committee shall meet with the aggrieved Administrator and/or the Association (unless objected to by the grievant) in an effort to settle the grievance.
4. Level Four: In the event that the grievance shall not have been satisfactorily disposed of at Level Three, or in the event that no decision has been rendered within ten (10) work days after the Level Three meeting, the individual Administrator and/or the Association may refer the unsettled grievance to arbitration by giving written notice to the School Committee within ten (10) work days after receipt of the Level Three decision or, if no written decision has been rendered within ten (10) work days after the Level Three meeting, within twenty (20) work days after the Level Three meeting. The arbitrator shall be selected by mutual agreement between the parties. If the parties are unable to agree upon an arbitrator within ten (10) work days, the grievance shall thereafter be submitted to the American Arbitration Rules and Regulations. The

expenses of the arbitration shall be borne equally by the Committee and the individual Administrator and/or the Association.

The arbitrator shall be without power or authority either to make a decision prohibited by law, or to add to, subtract from alter, or modify this Agreement. The arbitrator's decision shall be in writing and it shall be final and binding upon the parties.

ARTICLE IV

PROMOTIONS AND VACANCIES

Whenever a vacancy in a promotional or non-promotional position occurs, it will be publicized by the Superintendent by means of a notice posted in every school. All Administrators may apply for such positions.

ARTICLE V

SICK LEAVE

Administrators are entitled to fifteen (15) sick leave days each year as of the first day of the contract year. Sick leave days may be accumulated from year to year up to 220 days.

In addition to personal illness or injury, sick leave may be utilized when emergency illness or injury in the family requires the Administrator to make arrangements for necessary medical and nursing care. Administrators shall receive an annual statement of accumulated sick leave.

ARTICLE VI

TEMPORARY LEAVES OF ABSENCE

At the discretion of the Superintendent, Administrators shall be entitled to temporary leaves of absence per year with pay each school year as follows: up to five (5) days total for imperative legal business, household or family matters which could not be conducted outside of school hours; up to five (5) days for bereavement; days as needed for professional development and other activities associated with the work of the Administrator; and days for religious observance.

ARTICLE VII

EXTENDED LEAVES OF ABSENCE

After three (3) years of continuous employment, an administrator may request, in writing to the Superintendent, an extended leave of absence, without pay, for a period of up to one school year, for the purpose of caring for sick members of the immediate family (spouse, child, parent) or for personal health reasons that prevent the Administrator from performing regular job responsibilities. The Superintendent has the sole discretion to grant or deny any request for an extended leave of absence. The Superintendent may, at his discretion, grant other leaves of absence on such conditions as he deems appropriate. In the event that the Administrator requests a leave for personal health reasons, the School Department may require an evaluation be performed by a physician of its choice. The Administrator will be restored to his/her former position upon

return from such a leave unless he/she would have been laid off if he/she remained actively employed. The Administrator must use all available paid sick time before beginning an extended leave of absence. All other benefits to which the Administrator was entitled at the time of the leave including unused sick leave will be restored upon his/her return. All requests for extension or renewal of leaves shall be made in writing to the Superintendent prior to January 15 of the year in which the leave ends.

ARTICLE VIII

FAMILY MEDICAL LEAVE ACT

A. An employee with at least twelve (12) months of employment or 1,250 hours of service within a year and who has a qualifying personal or family illness or other qualifying circumstance may apply for an unpaid leave under the Family Medical Leave Act (“FMLA”) by notifying the Superintendent in writing. The Superintendent will respond in writing with notice of applicable requirements, such as a physician’s certification. The leave year is on a twelve (12) month basis which will be calculated forward from the starting date of the FMLA Leave. The unpaid leave is up to a maximum of twelve (12) weeks within a twelve (12) month period, with an exception of possible eligibility for an extended leave to care for a seriously ill or injured armed service member, or for other specific qualifying family circumstances related to military deployment.

An employee may request to apply available paid sick leave for that part of an unpaid FMLA leave where a paid leave is allowed under a specific provision of this Agreement. Under this Section of this Agreement, an employee may request to apply up to a maximum of five (5) paid sick days during an unpaid FMLA leave for the care of a seriously ill or disabled immediate family member conditioned upon submission of a physician’s certification. Under this Section of this Agreement, an employee may request to apply up to a maximum of ten (10) consecutive paid sick days beginning immediately following the birth of a child, or the adoption/foster care placement during an unpaid FMLA leave.

Any leave taken under another provision of this Agreement under circumstances which would qualify for leave under the FMLA, will be counted toward the twelve (12) weeks of leave available under the FMLA.

Nothing in this section of this Agreement is intended to limit an employee’s benefits under the Family Medical Leave Act, nor is intended to expand benefits under the FMLA, except as stated in this Section or under another provision of this Agreement.

ARTICLE IX

MASSACHUSETTS PARENTAL LEAVE ACT (MPLA)

An employee who does not have sufficient time of service to be eligible for a Family and Medical Leave may apply in writing to the Superintendent for an unpaid leave under the Massachusetts Parental Leave Act (“MPLA”) as long as she/he has been employed for at least ninety consecutive (90) calendar days. She/he may take a leave for the period close in time to preparing for and giving birth; or caring for a newborn or a newly-adopted/or foster child under 18 or a child under 23 with mental or physical disabilities. Under this Section of this Agreement, the unpaid MPLA leave is up to a maximum of twelve (12) weeks. An employee who has sufficient time of service for an FMLA Leave may nonetheless apply in writing to the Superintendent under this Section and the leave will be counted toward the twelve (12) weeks of maximum available leave under the FMLA. Under this Section of this Agreement, an employee may request to apply up to ten (10) consecutive days of available paid sick leave beginning immediately following the birth of a child or the adoption/foster placement during an unpaid MPLA leave. An employee applying for leave under

this Section may also request to apply available paid sick leave for any period during this leave of her own disability, and her medical or related physical needs related to childbirth. The Superintendent will respond in writing with notice of applicable requirements, such as a physician's certification.

Nothing in this Section of this Agreement is intended to restrict an employee's benefits under the Massachusetts Parental Leave Act, nor is intended to expand the benefits under the MPLA, except as stated in this Section of this Agreement or under another provision of this Agreement.

ARTICLE X

INSURANCE AND ANNUITY PLAN

A. The School Committee will pay the maximum percentage permitted by law of the following insurance coverage:

1. A \$5,000 term life insurance policy of the type available to Town employees.
2. Individual or family coverage, whichever applies in the particular case, for Blue Cross and Blue Shield or any other types available to Town employees.

B. Administrators will be able and eligible to participate in a "tax sheltered" Annuity Plan established pursuant to United States Public Law No. 87-370 and subjected to all current regulations and state and federal laws.

ARTICLE XI

LEGAL PROTECTION

Administrators will immediately report all cases of abusive conduct and/or torts experienced by them in connection with their employment to the Superintendent of Schools in writing.

Such reports will be forwarded to the School Committee or its designee who will comply with any reasonable request, within statutory limitations, from the Administrator for information in its possession relating to the incident(s) or the persons involved, and will act in appropriate ways as liaison between the Administrator, the police and the courts.

To the extent permitted by law, the district will indemnify the Administrator under G.L. c.258, 9, against all claims, suits, and legal proceedings brought against him/her for acts or omissions occurring while acting within the scope of his/her employment.

When necessary, and upon the recommendation of the Superintendent, the School Committee shall provide legal counsel for the Administrator in the case of grievances or other proceedings instituted against him/her for any act performed in the course of his/her employment. Such counsel will be appointed by the School Committee.

ARTICLE XII

PERSONAL INJURY BENEFITS

Whenever the Administrator is absent from school as a result of personal injury caused by an assault or accident occurring in the course of employment full salary will be paid for up to one year less the amount from any worker's compensation award and no part shall be deducted from accumulated sick leave. In such cases the School Department may require a medical examination by a physician selected by the School Department. Nothing in this section is to be construed as limiting or waiving any personal rights of the Administrator to seek redress in the courts for damage to person or property.

ARTICLE XIII

EVALUATION

- A. Each Administrator shall be evaluated in accordance with the established principles and procedures outlined in the MA DESE Educator Evaluation System.
- B. All monitoring or observation of the work performance of an Administrator will be conducted openly and with the full knowledge of the Administrator.
- C. An Administrator who has served in his/her position in the North Reading Public Schools for three (3) consecutive years shall not be dismissed or demoted except for good cause. This provision is not applicable to the non-renewal of an Administrator who has served in his/her position for three years or less.

ARTICLE XIV

WORK YEAR

All Administrators covered by this contract shall work a regular twelve month year, exclusive of authorized leave time, state/national holidays recognized by the District, and contracted vacation days, or a total of 220 days.

ARTICLE XV

VACATIONS

All Administrators covered by this contract shall be entitled to receive annually twenty-five (25) vacation days. The schedule of vacation days shall be established by the Superintendent or his designee after consultation with the Administrator. Up to five (5) unused vacation days may be carried over from any one (1) year to the next. An Administrator may buy back up to five (5) unused vacation days annually at that year's per diem rate (260 days/fiscal year). An administrator may buy back up to ten (10) unused vacation days during the first year of employment at that year's per diem rate (260 days/fiscal year). A written request for payment for unused vacation days must be made by the employee to the Assistant Superintendent of Finance and Operations prior to June 1 in the given year. The payment will be made to the employee by the end of the given fiscal year (June 30). Failure to provide written request for payment of unused vacation days by the stated deadline will result in forfeiture of the payment to the employee except in the case of an extenuating circumstance as determined by the Superintendent of Schools.

ARTICLE XVI

COMPENSATION

A. SALARY

Salary Schedule: Assistant Principals, Coordinators of Special Education, Coordinator of School Counseling Services

	3.00%	2.00%	2.00%
Annual Base Pay	7/1/20-6/30/21	7/1/21-6/30/22	7/1/22-6/30/23
Step 1	104,886	106,984	109,124
Step 2	106,497	108,627	110,800
Step 3	108,108	110,270	112,475
Step 4	109,721	111,915	114,153
Step 5	111,332	113,559	115,830
Step 6	112,943	115,202	117,506
Step 7	114,555	116,846	119,183
Step 8	116,167	118,490	120,860
Step 9	117,910	120,267	122,673
Step 10	119,679	122,071	124,513

Placement on the Salary Schedule will be determined by the Superintendent based upon previous administrative experience, education, and other qualifications determined by the Superintendent. Advancement on the Salary Schedule will be made with the approval of the Superintendent following satisfactory evaluation, performance and goal attainment. Payment shall include twenty-six (26) or twenty-seven (27) installments between July 1 and June 30 of each contract year.

The Superintendent may grant each Administrator additional compensation up to a maximum of \$1,500 (one thousand five hundred) per year for work performed above and beyond the scope of his/her responsibilities including such positions as Title I Coordinator, 504 Coordinator, Administrative Mentor, and School Building Committee Representative. Such additional compensation and the scope of work will be established prior to the start of the contract year and will be subject to final approval by the School Committee.

B. GRADUATE/IN-SERVICE CREDITS

Administrators will be paid \$275 for each nine (9) earned graduate or in-service credits authorized and approved by the Superintendent up to a maximum of \$3,300 for one hundred eight (108) credits beyond a MA degree. Credits should be documented annually prior to July 1 of each year.

C. PROFESSIONAL DEVELOPMENT

Each Administrator will remain professionally current and meet the requirements to retain certification under the Education Reform Act. The School Department shall annually reimburse the Administrator for the reasonable costs associated with the attendance at and expenses of professional conferences, publications, dues and memberships. Attendance at all conferences and associated expenses are subject to the prior

approval of the Superintendent. In addition, subject to budget appropriation and prior approval of the Superintendent, the District may reimburse the Administrator who has served more than one (1) year for actual costs of tuition up to a maximum of one thousand dollars (\$1,000) per course for a maximum of three courses or three thousand (\$3,000) per year. Courses must be approved by the Superintendent based upon relevancy to the field of education, the work of the Administrator and the benefit to the North Reading Public Schools. A minimum of grade of B minus, pass or satisfactory is required.

ARTICLE XVII

TERMINATION OF EMPLOYMENT AND OTHER PERSONNEL ACTIONS

A. Voluntary Termination: In case of voluntary termination of employment, the Administrator shall give the Superintendent at least three (3) months' notice, or as much notice as practical, prior to such termination.

B. Layoff: Nothing in this Agreement shall bar the District or the Superintendent from implementing a layoff based upon a reduction in force resulting from declining enrollment or budgetary reasons or from a bona fide reorganization. Administrators affected by a layoff shall be notified in writing by February 15 of the school year preceding the school year in which the layoff is to take place. In the event of a layoff, the Administrator shall have any current statutory displacement rights to which he/she may be entitled at the time of the layoff.

C. Transfer: At the discretion of the Superintendent and after consultation, an Administrator may be transferred from his/her present assignment to serve as an Administrator in another assignment. Such transfers are subject to appropriate certification and qualifications.

ARTICLE XVIII

DURATION

This contract shall be and remain in effect for a three year period from July 1, 2020 through and including June 30, 2023.

IN WITNESS WHEREOF the parties to this contract have caused the presents to be executed by their agents hereunto duly authorized as of the date first above written.

SCHOOL COMMITTEE OF NORTH READING

Date: _____

By: _____
Chair

NORTH READING ADMINISTRATORS' ASSOCIATION

Date: _____

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

By: _____