

TENTATIVE AGREEMENT BETWEEN THE
WACHUSETT REGIONAL SCHOOL DISTRICT
AND
WACHUSETT ADMINISTRATORS' ASSOCIATION
JULY 1, 2020-JUNE 30, 2023

Except as indicated herein, the agreement between the parties effective July 1, 2017- June 30, 2020 will continue in full force and effect:

1. PREAMBLE: Revise the date

Pursuant to the provisions of Section 1 of Chapter 150E of the General Laws of Massachusetts, this contract is made on this first day of July 2020,...

2. ARTICLE IX GENERAL CONDITIONS Add the following Section 3:

Should the District cancel school and not engage in remote learning for students, members of the Association will be allowed to work remotely with prior approval of their direct Supervisor. For less than full year members, these days shall be counted towards the 200 day work year.

3. ARTICLE IX GENERAL CONDITIONS SECTION E 1 SICK LEAVE Add the following Section d:

d. For illness of the Association member's immediate family which necessitates the member's absence from school, up to ten (10) days per year may be charged to the member's personal sick leave.

4. ARTICLE X SALARY Add the following to Section B:

Add Team Chair Lane:

Step 1 \$75,882

Step 2 \$78,728

Step 3 \$81,680

Step 4 \$84,744

Step 5 \$87,920

B. and 2% on July 1, 2020

5. ARTICLE X SALARY Revise Longevity as follows:

Longevity shall be based upon years of service in the teaching profession for employees hired on or before July 1, 2001. For members hired after July 1, 2001, the longevity payment shall be based upon years of service in the Wachusett Regional School District.

Longevity steps shall be applied as follows:

\$850 on the 16th year
\$850 on the 22nd year
\$1250 on the 30th year

In addition to the above, all Association members hired by the District on or before July 1, 2016, will receive an additional longevity payment of \$3200 beginning in the year following the completion of five years of service in the District. In addition, all Association members hired as a member of the WAA on or after July 1, 2016, will receive an additional longevity payment of \$3200 beginning in the year following 14 years of service within the WAA.

6. ARTICLE XIII REDUCTION IN FORCE Section A add the following:

Team Chairperson PreK-8

7. Article XIV AGENCY SERVICE FEE Delete

8. ARTICLE XVI EFFECTIVE PERIOD OF CONTRACT AND REOPENER Revise as follows:

This contract shall continue in effect from July 1, 2020 through June 30, 2023. By November 1, 2022, the Committee and the Association shall begin negotiations on a successor contract.

There will be wage reopeners for wage increases effective July 1, 2021 and July 1, 2022.

IN WITNESS WHEREOF, we affix our signature this _____ day of January 2021

Wachusett Regional School District



Michael Dennis, Chair

Wachusett Regional School District Committee

Date:

Wachusett Administrators' Association



Patricia O'Donnell, President

Wachusett Administrators' Association

Date:

Agreement Between

***Wachusett Regional School District
and
Wachusett Administrators' Association***

July 1, 2017 – June 30, 2020

*Wachusett Regional School District
and
Wachusett Administrators' Association*

PREAMBLE

Pursuant to the provisions of Section 1 of Chapter 150E of the General Laws of Massachusetts, this contract is made this 1st day of July 2010, by the Wachusett Regional School District (hereinafter sometimes referred to as the District) and the Wachusett Administrators' Association (hereinafter sometimes referred to as WAA).

**ARTICLE I
RECOGNITION**

For the purposes of collective bargaining with respect to wages, hours, other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising thereunder, the District recognizes the Wachusett Administrators' Association as the exclusive bargaining agent and representative of all full-time (non-teaching) professional administrators holding a position requiring certification below the rank of Principal.

**ARTICLE II
PROFESSIONAL CONDUCT**

The Wachusett Administrators' Association agrees that no administrator shall involve the student body in any matters which are properly the sole concern of WAA and the District or shall agitate, incite, or provoke any student action on behalf of the administrators.

WAA also agrees that each administrator accepts the responsibility for the general conduct and order of the school and will act in any such situation he or she might encounter to maintain such order and conduct.

The members of the WAA individually and collectively understand that if there is a violation of this clause, any administrator violating this clause will at the discretion of the District be subject to disciplinary action.

**ARTICLE III
DUTIES**

The administrator shall perform faithfully to the best of his/her ability the duties of administrator. The duties of administrator vary according to building and position and are determined by the attached job description. The duties of the administrator will be determined by job description. The job description cannot be changed during the term of this Agreement unless mutually agreed upon by the administrator and the building Administrator.

**ARTICLE IV
DISCHARGE**

An administrator who has served in that position in the public schools of the District for three (3) consecutive years shall not be dismissed or demoted except for good cause. An

*Wachusett Regional School District
and
Wachusett Administrators' Association*

administrator may seek a review of a dismissal or demotion decision by filing a petition with the Commissioner for arbitration. Except as provided herein, the procedure for arbitration, and the time allowed for the arbitrator to issue a decision, shall be the same as that in MGL Ch. 71, section forty-two. The Commissioner shall provide the parties with the names of three arbitrators who are members of the American Arbitration Association. The arbitrators shall be different from those developed pursuant to section forty-two. The parties each shall have the right to strike one of the three arbitrator's names if they are unable to agree upon a single arbitrator from among the three.

Upon such termination of this contract the administrator shall be paid the full amount of salary and other benefits or compensation which would have been due under the contract, but for the termination thereof, for the term or period stated in paragraph one above, or as said paragraph may be subsequently modified as amended in the next pay period immediately following termination, except when terminated for cause.

Any controversy or claim raising out of or relating to the sums due on termination shall be settled and determined by arbitration in accordance with the provision of Article 8 hereunder.

**ARTICLE V
RESIGNATION**

There shall be no penalty for release or resignation by the administrator from his/her contract, provided no resignation shall become effective until the close of any school year in which his/her contract is in effect, or sixty (60) days notification from the administrator.

**ARTICLE VI
SALARY DEDUCTIONS**

This Contract shall conform to the regulations governing deductions from the above stated compensation with reference to Withholding Tax, Social Security, (FICA), Teachers' Retirement and other deductions, including annuity or insurance payments, authorized by the parties or required by law. This contract shall be deemed to have been entered into subject to all provisions of the laws of the Commonwealth of Massachusetts.

**ARTICLE VII
OTHER ACTIVITIES**

The administrators may accept speaking, writing, lecturing or other engagements of a professional nature as well as attend professional meetings as he/she sees fit, provided they do not derogate from his/her duties as administrator.

*Wachusett Regional School District
and
Wachusett Administrators' Association*

**ARTICLE VIII
GRIEVANCE PROCEDURE**

A. *Purpose:*

The purpose of the grievance procedure shall be to resolve at the lowest possible administrative level issues which may arise from time to time with respect to the provisions of this Agreement.

A member of the Association who feels aggrieved shall attempt to resolve the issue through administrative channels before following the grievance procedure outlined below.

B. *Definitions:*

1. A **grievance** is a claim that a specific provision of this Agreement has been misapplied or misinterpreted.
2. An **aggrieved person** is the member or members of the Association making the claim.
3. A party in interest is the person or persons who, in addition to the aggrieved person, has a recognized and reasonable interest in the grievance or its resolution.
4. The term days means work days.
5. Notwithstanding the informal procedure, all grievances shall be in writing and set forth the specific section(s) of the Agreement that is being or has been misapplied or misinterpreted, the nature of such misapplication or misinterpretation, and the specific relief requested, and must be filed within twelve (12) days of the act or omission that is subject of the grievance.

C. *Informal Procedure:*

A member of the Association with a grievance shall have the right to discuss it with his/her immediate supervisor, accompanied by one member of the Association if he/she chooses, with the objective of resolving the matter informally.

D. *Formal Procedure:*

Level One:

If the aggrieved person is not satisfied with the disposition of his/her claim through the informal procedure outlined above, or if the claim is not resolved through the informal procedure, he/she shall have the right to present his/her grievance to his/her immediate

**Wachusett Regional School District
and
Wachusett Administrators' Association**

supervisor accompanied by one member of the Association. Such grievance shall be in writing and conform to the requirements of filing detailed in paragraph 5 of section B of this Article, as outlined above. The supervisor shall have five (5) days from the date of the grievance presentation to render a decision.

Level Two:

If the grievant is not satisfied with the disposition of the grievance at Level One or if no written decision has been rendered within the time limits set forth in Level One, the grievant may appeal to an Administrator's Grievance Resolution Committee (hereinafter referred to as the A.G.R.C.). Such appeal must be filed within ten (10) school days after the written decision was due at Level One. Said A.G.R.C. shall meet within ten (10) school days after the grievance is referred to Level Two.

The A.G.R.C. shall consist of three (3) full time bargaining unit members chosen by the Association and three (3) members of the District's Administrative Cabinet selected by the Superintendent, no two members on either side shall be from the same work location and/or department. Whenever possible, no representative from either side should be from the same work location. The nonvoting co-conveners of the A.G.R.C. shall be the President of the Association and the Superintendent or their designees.

The A.G.R.C. shall investigate the grievance and attempt to achieve a resolution. Decisions of the A.G.R.C. shall be by agreement of four (4) or more members of the A.G.R.C. voting by secret ballot. Decisions of the A.G.R.C. shall be final and binding upon all parties for that particular grievance on a no precedent basis. The A.G.R.C. is not confined to accepting or rejecting the requested remedy of the grievant(s). The A.G.R.C. may determine by majority vote of its members a mediated settlement to the grievance which would be binding but not precedent setting on all parties.

Level Three:

If the grievance is not resolved at Level One or no decision is rendered at Level Two, or if no decision is rendered within the time prescribed above, the aggrieved person may forward his/her grievance within five (5) days of which a decision was due at Level One to the Superintendent of Schools or the date on which a decision was due at Level Two. If the Superintendent rendered the decision at Level One, the grievant may proceed directly to Level Four as set forth below. The Superintendent or his/her designee shall meet with the aggrieved person in an effort to resolve the grievance within ten (10) days after the grievance was forwarded to Level Three. The aggrieved person may be represented by one member of the Association. If the aggrieved person or the Association require there to be additional witnesses at the Level Three hearing, they must notify the Superintendent or designee in advance giving him/her a list of such witnesses and the reason for their attendance. The District may limit the number of witnesses to three (3) to include the Association representative. The Superintendent or his/her designee shall have ten (10) days to render a decision on the grievance.

*Wachusett Regional School District
and
Wachusett Administrators' Association*

Level Four:

If the grievance is not resolved at Level Three, or if no decision is rendered within ten (10) days of the hearing at Level Three, the aggrieved person may request the Association to submit his/her grievance to arbitration; provided, however, that such request shall be in writing and shall be made within five (5) days of the date on which a decision at Level Three was due. Within fifteen (15) days of receiving the request, the Association shall decide whether to submit the grievance to arbitration. If the Association decides to submit the grievance to arbitration, it shall notify the Superintendent in writing. Within ten (10) days of notification, the District and the Association shall seek to select a mutually acceptable and available arbitrator. If the parties are unable to agree upon or to obtain a mutually acceptable arbitrator within the time specified, the matter shall be referred to the American Arbitration Association to be arbitrated in accordance with their current rules. The decision of the arbitrator shall be final and binding. The arbitrator's decision shall be submitted within thirty (30) days from the date the hearing is completed. The costs of the arbitrator shall be shared equally by the District and the Association, including per diem expense, if any, and actual and necessary travel and subsistence expenses. The arbitrator's award shall be in writing and shall set forth findings of fact, reasoning, and conclusions. The arbitrator shall have no power to add to, subtract from, or modify any part of this Agreement.

E. Miscellaneous:

1. The District and the Association agree that these proceedings shall be kept as informal and confidential as possible.
2. By mutual agreement, the parties may extend any of the time limits delineated in this Article.
3. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved to proceed immediately to the next step. Failure at any step to appeal a decision within the specified time limits shall be considered as acceptance by the aggrieved person of the decision rendered, and such decision shall thereafter be binding upon the Association.
4. Forms for filing and processing grievances shall be prepared by the District and distributed to the Association so as to facilitate operation of the grievance procedure.
5. All decisions required by the formal procedure outlined above shall be in writing setting forth the decision and the reason therefore.
6. The aggrieved person(s) shall, during and notwithstanding the tendency of any grievance, continue to observe all assignments and applicable rules and regulations of the District until such grievance and any effect thereof shall have

*Wachusett Regional School District
and
Wachusett Administrators' Association*

been fully determined.

7. The parties may utilize the services of a bona fide professional consultant at Levels Two and Three of this procedure.

**ARTICLE IX
GENERAL CONDITIONS**

A. *Provisions for School Year:*

1. *Less than Full Year Administrators:*

Administrators shall work 200 days in each school year during the term hereof and thereafter. In the event the District determines that additional work days are necessary, the administrator, required to work additional days, shall be notified of the extension of the school year by April 15 of the school year. The per diem rate for any administrator required to work beyond his/her two hundred (200) day work year shall be paid at the rate of one hundred percent (100%) of his/her per diem rate for each day worked. Assistant Principals and Specialists shall be designated less than full year administrators. Any contract days from one fiscal year not completed within said fiscal year will be carried over into the succeeding fiscal year and the administrator will be paid based upon the rate established during the fiscal year in which the days were to be performed.

Should a member decide to take a position outside of the Wachusett Administrators' Association, it is understood that for purposes of calculating a member's per diem salary, the District may develop its own definition of a work year.

2. *Full Year Administrators:*

- a. The school year consists of every day of the year except for Saturdays, Sundays, legal holidays, the day after Thanksgiving and December 24. Anytime July 4th falls on a Saturday or Sunday, administrators shall accrue a "floating holiday" to be substituted for that day within that school year.
- b. Administrators are eligible for twenty-two (22) vacation days per year, such days to be approved in advance by the Principal.
- c. Administrators are eligible for an additional (5) five vacation days per year or \$600.
- d. Except as provided below, the District does not have a vacation buy back program, and, therefore, administrators covered by this agreement must

**Wachusett Regional School District
and
Wachusett Administrators' Association**

use their accrued vacation leave before the end of the contract or work year in which the vacation was accrued. Requests for vacation leave shall not be reasonably denied.

Administrators who accrue vacation time under their contracts, may, with authorization, carry forward up to five accrued vacation days each into the following contract year in the event that such person is unable to take his/her vacation due to work commitments.

An administrator who wishes to carry forward up to five days of accrued vacation leave shall make a written request to the Superintendent of Schools with an explanation of the reason(s) why he/she cannot take his/her remaining accrued vacation days within the contract year. Such request must be made on or before the first day of the last month of the contract year. The Superintendent shall respond in writing to such a request and either approve or deny the request to carry forward vacation. If the Superintendent denies the request, such denial shall include a list of the work day(s) that the member may take for those remaining work days.

- e. Coordinators and Supervisors shall be full year administrators.
- f. An administrator who resigns or retires at any time other than June 30th, will receive vacation for the year of resignation or retirement based upon 1.83 days per month. Appropriate deductions for vacation payments made in excess of the accrual will be made to an administrator's last payment prior to resignation or retirement.

B. Conditions of Work:

1. Provisions for Payment of Salaries:

- a. Salaries will be paid in twenty-six (26) equal biweekly installments.
- b. Dues for WAA, MSSPA, and NASSP, when authorized individually and voluntarily by an employee, will be deducted each pay period. The total amount of dues to be deducted per member will be deducted each pay period in such equal amounts as to complete the authorized deductions between October 1 and June 1.

2. Provisions for Vacancies and Promotions:

- a. Whenever an administrative vacancy occurs, the position shall be posted in all District buildings and a copy sent to the Association President as far in advance of the appointment as is practicable, but in no event less than fourteen (14) days prior to the appointment date. The District agrees to

*Wachusett Regional School District
and
Wachusett Administrators' Association*

make every reasonable effort to post the position on the District e-mail system.

- b. Qualifications, requirements, duties, salary range, and other pertinent information shall be set forth in such notices.
- c. The District shall guarantee interviews for a least three (3) candidates from the Association who shall be considered for the vacancy prior to any outside employee being hired.
- d. In the event an administrator is not chosen for the vacancy, the District may grant a conference with the administrator to discuss the reason(s) for not being selected.

3. *Assignment and Transfer:*

- a. An administrator may request the District to transfer to another position within the system, so long as the administrator is qualified for the position.
- b. In the event an administrator is transferred to another position that is functionally a lateral transfer within the District, the administrator will be credited with all time worked in the previous position for purposes of determining an administrator's years of service toward attaining professional status. A lateral transfer shall be defined as a transfer or assignment of an Assistant Principal to Specialist, or vice versa.

C. *Reimbursement for Approved Courses:*

The District shall reimburse members of the Association the full cost of tuition for graduate courses that have the prior approval of the Superintendent at public institutions (e.g., state colleges and universities). The District shall reimburse members of the Association an amount equal to the cost of a similar course offered at a public institution in response to requests for reimbursement of tuition for graduate courses that have the prior approval of the Superintendent at private colleges or universities.

D. *Provisions for Sabbatical Leave:*

1. *Acceptable Purpose for Sabbatical Leave:*

- a. Graduate Program
- b. Field experience - meaning work experience in administration
- c. Research program

*Wachusett Regional School District
and
Wachusett Administrators' Association*

2. *Eligibility requirements:*

A minimum of six (6) years of continuous administrative duties in the Wachusett Regional School District.

3. *Approval and Selection Responsibility:*

Recommendation will be made by the Wachusett Administrators' Association and submitted to the Superintendent for approval. The Superintendent's decision will be final.

4. *Sabbatical Leave Options:*

- a. Sabbatical Leaves shall not exceed one (1) during each school year.
- b. This Leave shall be granted as one (1) school year at one-half base pay.

5. *Other Financial Arrangements:*

An administrator will be paid according to 4 above unless other financial arrangements are agreed to by the administrator and the District. Base pay is defined as the contract salary excluding extra-duty pay such as coaching or activities.

6. *Return from Sabbatical:*

In accordance with State Law, an individual granted sabbatical leave must return to the system for a period of time equal to twice the length of her/his leave. In default of completing such services, s(he) will refund to the Wachusett Regional School District an amount equal at such proportion of salary received while on leave as the amount of service not rendered, as agreed, bears to whole amount of service agreed to be rendered. Exceptions could be made in cases of illness, death, or other extenuating circumstances to be considered by the District.

7. *Notification:*

Individuals applying for sabbatical leave shall notify the Superintendent and Wachusett Administrators' Association by September 15 preceding the proposed sabbatical leave. A detailed plan of the program will be submitted to WAA by October 1 of the same year. WAA will rendered a decision within the next forty-five (45) days. Exceptions shall be made in the calendar under the extenuating circumstances and subject to the Superintendent's approval.

*Wachusett Regional School District
and
Wachusett Administrators' Association*

8. *Reimbursements:*

The District will not reimburse tuition costs or travel or conference expenses to an individual on sabbatical leave.

E. *Provisions for Leave:*

1. *Sick Leave:*

Every administrator of the Wachusett Regional School District shall be provided with earned sick leave days up to a maximum of fifteen (15) per year without payroll deductions on the following basis:

- a. Administrators automatically are to have fifteen (15) sick days advanced to them at the beginning of each contract year.
- b. Unused sick leave days shall accumulate to a maximum of 180 days.
- c. Within a month after the return from an absence, the Superintendent may request an employee to verify by a doctor's certificate the listing of an absence as a charge against sick leave. The cost of such certification is to be paid by the District.

2. *Sick Leave Bank:*

- a. Any actively employed member of the bargaining unit covered by this agreement is eligible for membership in this sick bank. WAA members will notify the Sick Bank Committee by October 1st, or within sixty (60) days of hire, that they want to contribute to the sick bank.
- b. Any contributing member of this sick bank is eligible to receive benefits.
- c. Membership in this bank shall be voluntary. Each member shall make an initial non-returnable contribution of two (2) sick days.
- d. The Sick Leave Bank shall only be able to award sick bank benefits up to the maximum number of days that have been contributed to the Sick leave Bank.
- e. Any sick day contributions made to the bank will be permanently deducted from the Member's sick day total (i.e., a member who donates five (5) days would have a sick leave cap of one hundred seventy-five (175) days permanently).
- f. Any Sick Bank days shall be carried over to successive years.
- g. Sick Bank days may only be drawn after an applicant has exhausted all accumulated or accrued sick days and the extended leave benefit.
- h. Sick Bank days may only be granted for the applicant's extended disability resulting from illness and/or accident.
- i. The Sick Bank shall be administered by a Sick Bank Leave Committee consisting of three (3) WAA members, designated by the President or his/her designee. Decisions by the Committee require a majority vote (2).

**Wachusett Regional School District
and
Wachusett Administrators' Association**

- j. Applications for benefits can be made by an active, contributing member of the Sick Bank. Applications must be in writing, and at least twenty (20) days prior to the point at which the employee's sick leave is exhausted. (For extenuating circumstances the twenty (20) day waiting period can be waived.) The application must be accompanied by a doctor's letter certifying the need for extended leave and estimating the number of days needed for recovery.
- k. The Sick Bank Leave Committee cannot act without a physician's statement.
- l. The initial grant of sick leave by the Sick Bank Leave Committee cannot exceed the number of days donated to the Sick Leave Bank by all participating members.
- m. The decision of the above Sick Bank Leave Committee shall be final and binding upon the WAA, its members, and the Committee, with respect to the administration of the sick leave bank and shall not be subject to grievance or arbitration.
- n. Each administrator who volunteers to participate in the Sick Leave Bank must sign a statement indicating that they have agreed to the conditions set forth above and that they waive any right to challenge the decision of the Sick Leave Bank or bring a grievance or lawsuit regarding the granting or denial of benefits under the Sick Leave Bank.

3. *Emergency or Personal Business Leave:*

Every administrator of the Wachusett Regional School District shall be provided with up to five (5) Emergency Leave or Personal Business Leave days in any school year with the approval of the Superintendent. The District agrees that bargaining unit members shall be permitted to carry over one unused personal day each year.

4. *Compassionate Leave:*

In the event a death occurs in an administrator's immediate family (immediate family: father, mother, son, daughter, brother, sister, husband, wife, mother-in-law, father-in-law, and any other relative to include guardians with whom the employee has had a long and close relationship), up to five (5) compassionate leave days shall be available for each occurrence. Extensions beyond three (3) may be granted at the discretion of the Superintendent.

Members of the bargaining unit will be granted one (1) day at full pay per event on the death of an aunt, uncle, niece, or nephew who lives at an address other than that of the employee.

*Wachusett Regional School District
and
Wachusett Administrators' Association*

The following are exclusions to this provision:

- a. Holidays falling in a normal work week;
- b. Occurrences falling in a scheduled vacation;
- c. Occurrences during an approved leave of absence.

5. *Combining of Sick Leave and Emergency or Personal Business Leave-Days:*

Individuals who have used up all of the earned accumulated days in any of the classifications above may request a combining of their accumulated earned days before a payroll deduction is made. The Superintendent's approval is required before earned accumulated days may be combined.

6. *Extended Illness Leave:*

Any administrator who has been continuously employed on a regular basis by the Wachusett Regional School District for a period of three (3) or more years shall, following the authorized utilization of all accumulated sick days earned, be placed on extended illness leave and continue to receive payment based on her/his salary rate minus the day-rate for a substitute for a period not exceeding six (6) months. All provisions of Paragraph E.l.c. shall apply to extended illness leave.

7. *Authorized Absence:*

An employee of the Wachusett Regional School District may, upon application to the Superintendent, be granted authorized absence on the following basis:

- a. Payroll deductions for each day of authorized absence shall be based on her/his day-rate defined as the annual contract divided by the actual days the employment contract covers. Annual contract is defined as the total annual payment including extra-duty payment.
- b. Unauthorized Absence - An employee who takes an unauthorized absence (one not covered by or in conflict with Paragraph 1. through 5. above) shall be judged in violation of her/his employment contract and following a hearing, may be dismissed or reprimanded by the District.

8. *Provisions for Sick Leave Benefits:*

a. *Separation from Service:*

1. Administrators' sick leave benefits shall apply to administrators employed on/or before February 14, 2005 as follows:
2. Administrators shall receive a maximum benefit of seventy-five (75) days, upon separation from service.

**Wachusett Regional School District
and
Wachusett Administrators' Association**

3. The rate of payment shall be \$75.00 per day.
4. Payments are due in full within one (1) calendar year of termination of employment.
5. Administrators employed for one (1) year only will not be eligible for the provisions of this benefit.

a) Retirement:

1. Upon retirement after ten (10) years as a Wachusett Regional School Teacher - Administrator, administrators shall receive a maximum benefit of seventy-five (75) days.
2. Upon retirement after fifteen (15) years as a Wachusett Regional School Teacher - Administrator, administrators shall receive a maximum benefit of ninety (90) days.
3. The rate of payment shall be \$100.00 per day
4. Payments are due in full within one (1) calendar year of termination of employment.
5. Administrators employed for one (1) year only will not be eligible for the provisions of this benefit.

9. Parental Leave

A member of the bargaining unit who has completed three (3) or more full months (90 calendar days) of continuous and unbroken service within the system shall be eligible for parental leave, as described in the sections below, if the member of the bargaining unit provides to the Superintendent or his/her designee written notice at least two (2) weeks in advance of the expected departure date and of the intention to return to employment in the system.

Pursuant to MGL Chapter 149 Section 105d each employee shall be entitled to up to eight (8) weeks of parental leave without pay for the purpose of giving birth or for the placement of a child under the age of 18, or 23 if the child is mentally or physically disabled, for the adoption with the employee who is adopting or intending to adopt a child. If there are two employees employed by the District, they will only be entitled to 8 weeks of parental leave in the aggregate for the birth or adoption of the same child. Accumulated sick leave may be applied to those days during the maternity leave period for which the female's attending physician certifies that she is disabled and unable to work. In cases of miscarriage or stillbirth, the employee may return earlier than originally intended by so notifying the Superintendent or his/her designee.

*Wachusett Regional School District
and
Wachusett Administrators' Association*

F. *Provisions for Professional Improvement:*

I. *Workshops and Conferences:*

- a. Attendance at subject-area or educational workshops and conferences must be pre-approved for the cost incurred to be reimbursed as provided in the budget. The District agrees to provide each administrator in the bargaining unit with an annual benefit of \$500 to be used for payment of fees, travel or other costs for workshops or conferences that receive the prior approval of the administrator's supervisor. The District agrees that approval of such requests shall not be unreasonably denied. This \$500 benefit shall not be accumulated from year to year but the \$500 benefit for each administrator will be available each year. The District will inform WAA on February 1 of total dollars not spent for professional development from July 1 through January 31. The unused dollars will be allocated to WAA members for professional development on a first come first serve basis not to exceed \$750 per member. Remaining dollars as of June 30 will be returned to the District.
- b. Mileage shall be reimbursed on the basis of adopted I.R.S. mileage reimbursement rate for use of personal vehicle plus tolls and parking or for actual expenditures for commercial transportation.
- c. Reimbursement for meals, tax and tip will be made for expenses incurred. No reimbursement shall be permitted for alcoholic beverages.
- d. The cost of reasonable lodging shall be reimbursed.

G. *No-Strike Clause:*

The Wachusett Administrators' Association agrees that they will not cause, openly condone, sanction, or take part in any strike, walkout, work stoppage, or job action of any kind in the Wachusett Regional School District. WAA and its members, individually and collectively agree that if there is a violation of this clause, any administrator violating this clause will at the discretion of the District be subject to disciplinary action.

H. *Health and Disability Insurance:*

Health, dental, disability (long-term) and vision insurance shall be provided by the District in conformance with the PEC agreement.

I. *Workers' Compensation Insurance*

In case of absence due to an industrial accident, the District agrees to allow the member of the bargaining unit to make up the difference between regular take home pay and the

**Wachusett Regional School District
and
Wachusett Administrators' Association**

amount received from workers compensation. The amount of such difference shall be charged against the employee's accrued sick leave. If no sick leave is available, the employee may not recover any difference in pay.

J. Savings Clause:

In the event that any provisions of this agreement is or shall at the time be contrary to law, all other provisions of this agreement shall continue in effect.

K. Administrators' Files:

Official administrator files, wherever kept, shall be maintained under the following conditions:

1. Employees shall have the opportunity to review and to discuss their evaluations with their supervisors. Employees shall have the right to receive copies of their individual reports. The employee may acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with the content.
2. The employee shall have the right to answer any material filed, and the answer shall be attached to the filed copy.
3. Upon appropriate request by the employee, he/she shall be permitted to examine his/her file.
4. The employee shall be permitted to reproduce any material in his/her files within five (5) calendar days of his/her request.

L. Professional Dues:

Each administrator will annually have dues for a national association and state affiliate association appropriate to the administrator's area of responsibility, up to four hundred and fifty dollars (\$450.00)

M. Travel Reimbursement:

Each administrator will be reimbursed for official District related travel consistent with the approved I.R.S. mileage reimbursement rate for all miles traveled and for expected professional travel not covered by Article IX, F.

*Wachusett Regional School District
and
Wachusett Administrators' Association*

N. Years of Service:

Years of service in the Wachusett Regional School District shall include all years of service in Wachusett Regional High School and the former School Union #64.

**ARTICLE X
SALARY**

A. All experience raises shall become effective on July 1 of each year.

B. The wage scale schedule (depicted below) shall be increased by 1% retroactive to July 1, 2017, 2 % on July 1, 2018 and, 2% on July 1, 2019.

	Supervisor	Assistant Supervisor	Coordinator	Specialist	BCBA	Assistant Principal (K-12)	Literacy Coach
1	\$97,691.56	\$90,032.95	\$82,376.93	\$86,390.16	\$78,907.11	\$86,390.17	\$63,776.17
2	\$100,501.19	\$93,105.03	\$85,709.51	\$89,407.26	\$82,694.66	\$90,417.28	\$64,488.27
3	\$103,310.83	\$96,177.22	\$89,042.07	\$92,424.38	\$86,664.00	\$92,424.38	\$69,478.10
4	\$106,120.48	\$99,249.21	\$92,374.64	\$95,441.50	\$90,823.88	\$94,874.03	\$72,395.49
5	\$108,930.12	\$102,321.28	\$95,707.22	\$98,458.60	\$95,183.42	\$98,458.61	\$75,580.98
6							\$78,907.11
7							\$82,378.63
8							\$85,250.72
9							\$86,921.52

	Supervisor	Assistant Supervisor	Coordinator	Specialist	BCBA	Assistant Principal (K-12)	Literacy Coach
1	\$99,645.39	\$91,833.61	\$84,024.47	\$88,117.96	\$80,485.25	\$88,117.97	\$65,051.69
2	\$102,511.21	\$94,967.13	\$87,423.70	\$91,195.41	\$84,348.55	\$92,225.63	\$65,778.04
3	\$105,377.05	\$98,100.76	\$90,822.91	\$94,272.87	\$88,397.28	\$94,272.87	\$70,867.66
4	\$108,242.89	\$101,234.19	\$94,222.13	\$97,350.33	\$92,640.36	\$96,771.51	\$73,843.40
5	\$111,108.72	\$104,367.71	\$97,621.36	\$100,427.77	\$97,087.09	\$100,427.78	\$77,092.60
6							\$80,485.25
7							\$84,026.20
8							\$86,955.73
9							\$88,659.95

*Wachusett Regional School District
and
Wachusett Administrators' Association*

	Supervisor	Assistant Supervisor	Coordinator	Specialist	BCBA	Assistant Principal (K-12)	Literacy Coach
1	\$101,638.30	\$93,670.28	\$85,704.96	\$89,880.32	\$82,094.96	\$89,880.33	\$66,352.73
2	\$104,561.44	\$96,866.47	\$89,172.17	\$93,019.31	\$86,035.52	\$94,070.14	\$67,093.60
3	\$107,484.59	\$100,062.78	\$92,639.37	\$96,158.32	\$90,165.23	\$96,158.32	\$72,285.02
4	\$110,407.75	\$103,258.88	\$96,106.58	\$99,297.34	\$94,493.16	\$98,706.94	\$75,320.27
5	\$113,330.90	\$106,455.06	\$99,573.79	\$102,436.33	\$99,028.83	\$102,436.34	\$78,634.45
6							\$82,094.96
7							\$85,706.73
8							\$88,694.85
9							\$90,433.15

Longevity:

Longevity shall be based on years of service in the teaching profession for employees hired on or before July 1, 2001. Longevity steps shall be applied of follows:

- \$ 600 at the 16th year
- \$ 600 at the 22nd year
- \$1,000 at the 30th year

For employees hired after July 1, 2001, the longevity payment shall be based upon years of service in the Wachusett Regional School District.

In addition to the above, those Members employed with the District for five (5) full school years, will receive an additional longevity payment of \$3200 beginning in their 6th year with the School District.

Stipends:

The District agrees to provide an additional stipend for the advanced educational degrees of a CAGS and Ph.D./Ed.D. so long as the degree is in a field related to the position or function performed by the administrator for the District. The stipends shall be added to the administrator's regular base pay.

- CAGS \$2,000 per year
- Ph.D./Ed.D. \$4,000 per year

The following stipends will be paid to less than full year administrators:

- Summer SPED Administrator K-8 – 24 additional days
- Summer Administrator 9-12 -20 additional days
- SPED Specialists 9-12 (10 additional days)
- Saturday Administrators - \$40 an hour

*Wachusett Regional School District
and
Wachusett Administrators' Association*

Compensation for the above stipend positions will be based upon the Members per diem rate based upon an 8 hour day. If a Program is less than 8 hours, the stipend will be pro-rated, for the number of hours and days the Administrator may be assigned to a particular summer program. If more than one member is sharing an Administrator position, each Member will receive a stipend amount based on their current per diem rate for 8 hours when pro-rated.

**ARTICLE XI
EVALUATIONS**

1. An administrator's supervisor shall be required to meet with the administrator and complete the year's goals setting no later than November 1 of each school year.
2. The administrator and the supervisor shall meet no later than March 1 of each school year to review the administrator's progress on such goals.
3. The supervisor shall provide the administrator with a draft "final" evaluation no later than May 31 of each school year. The supervisor shall meet with the administrator to review the draft evaluation upon the administrator's request no later than five (5) school days after receipt of the draft evaluation.
4. The supervisor shall provide the administrator with a final evaluation no later than June 20 or five (5) days after the close of school, whichever is later. The supervisor shall meet with the administrator to review the final evaluation upon the administrator's request not later than five (5) days after receipt of the final evaluation.
5. The administrator shall have the right to submit written comments in response to the evaluation that shall be included in the administrator's personnel file along with the evaluation.

NOTE: The parties continue the process of revising Article XI of the Collectively Bargained Agreement. As the process continues, Memorandums of Agreement will be executed which will document the process and confirm the final evaluation instrument(s).

**ARTICLE XII
COMPLAINT PROCEDURE**

Any complaints (except charges of criminal conduct or administrative complaints of a nonacademic nature) regarding a member of the bargaining unit made by any parent, student, or other person, and impelling some official cognizance by the Superintendent of Schools, shall be promptly called to the attention of the member of the bargaining unit in order that the employee may attempt to rectify the situation or answer such complaints.

A complaint filed by any such person about an administrator which is deemed serious enough to be included in the administrator's personnel file, shall be promptly called to the administrator's attention. The identity of the complainant shall be made known, if available, and

*Wachusett Regional School District
and
Wachusett Administrators' Association*

the administrator afforded the opportunity in writing to refute such complaint prior to its inclusion in the file. Further, in the event a member of the School Committee receives a complaint from any person about an administrator, whether in person or at a public meeting, the member shall refer such person immediately to the Superintendent for investigation in accordance with the policies adopted by the School Committee for complaints about District personnel.

All complaints about an administrator shall be first referred to the Superintendent or his/her designee for investigation. Nothing shall be added to any employee's file until and unless the member of the bargaining unit has seen the item and acknowledged such by signing it. Administrators shall have the right to challenge any item placed in the file and seek its exclusion through the grievance procedure. An administrator shall have the right to Association representation during any such meeting.

Moreover, unless the Superintendent has a legal obligation to act without a formal complaint, no matter shall be processed unless the complainant files a written complaint. Upon submission of a written complaint, the administrator shall have the right to a conference within seven (7) school days with the complainant and other appropriate parties.

**ARTICLE XIII
REDUCTION IN FORCE**

It is recognized that the Superintendent of Schools is responsible for staffing decisions, including increases and reductions due to enrollment, changes in revenues, or any other reason sufficient under the general laws of Massachusetts. Reductions shall be accomplished as follows:

A. *Layoffs*

Layoffs shall be by length of service in the bargaining unit by categories. The categories for the purpose of reduction in force shall be as follows:

- Assistant Principals 9-12
- Assistant Principals K-8
- Supervisor of Pupil Services
- Special Education Coordinators
- Specialists in Special Education Administration
- Curriculum Specialists – Math and Science
- Curriculum Specialists - Humanities
- Curriculum Specialists – Special Education
- Curriculum Specialists - Athletics
- Curriculum Specialists – Foreign Language
- Supervisor of Curriculum

*Wachusett Regional School District
and
Wachusett Administrators' Association*

B. *Bumping*

A bargaining member may bump a less senior member in another category if he or she is certified and has served in the position to which he or she would like to bump during the previous five years.

C. *Length of Service*

Length of service shall be an employee's length of uninterrupted service in the bargaining unit measured from his or her first scheduled work day. Length of service will be prorated for less than full time employment.

In the event that two or more members have equal length of service, the superintendent, in making the determination, shall consider, but not be limited thereto the following: degrees, course preparation, certification and quality of professional service.

This reduction in force provision applies only to administrators who have served in the bargaining unit position for more than three years and have acquired statutory protection pursuant to chapter 71, section 42a.

D. *Notification*

The superintendent shall provide written notice to the association and notification by certified mail at the address of record to the employee(s) to be affected by reduction in force as soon as reasonably possible. It is the sole responsibility of the employee to keep the district informed of any changes in his or her address of record.

E. *Recall*

1. Any bargaining unit member laid off pursuant to this article shall have rights to a position within the category from which he or she was laid off for a period of up to two years from the date of notification.
2. The superintendent shall notify a reduced employee by certified mail to his or her last address of record of his intentions to recall said employee. If said employee fails to notify the superintendent within fifteen days from the date of mailing of said notice of his or her acceptance of the recall in writing, he or she shall forfeit all such recall rights.

**ARTICLE XIV
AGENCY SERVICE FEE**

- A. Pursuant to Massachusetts General Laws, Chapter 150E, Section 12, each member of the bargaining unit who elects not to be a member of the Wachusett Administrators' Association shall be required, as a condition of employment, to pay an agency service

**Wachusett Regional School District
and
Wachusett Administrators' Association**

fee.

- B. Such agency service fee shall be proportionally commensurate with the cost of collective bargaining and contract administration.
- C. Such agency service fee shall be due and payable by December 31st of the current school year unless arrangements are made through the Wachusett Administrators' Association treasurer for payroll deduction.
- D. The Wachusett Administrators' Association agrees to hold harmless and to indemnify the District against all claims or suits arising out of application of this Article.

**ARTICLE XV
COMPLETE AGREEMENT**

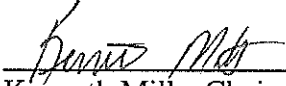
This contract represents the entire agreement of the parties. There are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. This agreement fulfills and resolves all outstanding grievances existing prior to its effective date.

**ARTICLE XVI
EFFECTIVE PERIOD OF CONTRACT**

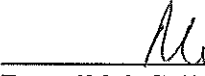
This contract shall continue in effect from July 1, 2017 to and including June 30, 2020. By November 1, 2019 the Committee and the Association shall begin negotiations on a successor contract.

IN WITNESS WHEREOF, we affix our signature this _____ day of March 2018.

Wachusett Regional School District:

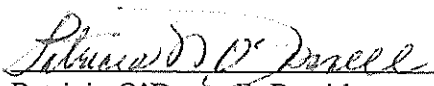


Kenneth Mills, Chair
Wachusett Regional School District Committee
Date: 3/12/18



Darryll McCall, Ed.D.
Superintendent of Schools
Date: 3/12/18

Wachusett Administrators' Association



Patricia O'Donnell, President
Wachusett Administrators' Association
Date: 3/16/2018