

CONTRACT BETWEEN WESTBOROUGH SCHOOL COMMITTEE AND
WESTBOROUGH SCHOOL ADMINISTRATORS ASSOCIATION

JULY 1, 2013 – JUNE 30, 2016

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I. RECOGNITION

a. The Westborough School Committee recognizes the Westborough School Administrators Association as the exclusive representative of a unit consisting of the following school administrators.

1. High School Assistant Principals
2. Middle School Assistant Principal
3. Elementary Assistant Principal
4. Athletic Director
5. Fine Arts Coordinator
6. Special Education Coordinators hired after 7-01-11
7. Elementary SPED/Pre-School Director

b. Definition

1. Unit members possess or are eligible for the appropriate MA state certification.
2. Unit members have evaluation responsibilities for teachers and paraeducators.
3. Unit members are those who work directly with other administrators, teachers, students, and have a direct impact on instructional activities in the schools.
4. Unit members are those who have the responsibilities and prerogatives normally attributed to a management-level position in a public school system.
5. Unit members are those who are recognized as representatives of the school or school district and are authorized to make administrative decisions on its behalf.
6. Excluded from this contract are Principals, PPS Director, Assistant Superintendent, Director of Finance and Administration, and Director of Technology.

II. SALARIES (1 year). For 2013-2014 each unit member will receive 1.5% increase from their 2012-2013 salary.

12 MONTH ASSISTANT PRINCIPALS	
STEP	2013-2014
1	\$100,097
2	\$102,350
3	\$104,396
4	\$105,600

5	\$108,526
6	\$110,930
7	\$112,655
12 MONTH DIRECTORS	
STEP	
1	\$93,005
2	\$95,098
3	\$97,001
4	\$98,725
5	\$100,452
6	\$102,178
7	\$103,904
10 MONTH ASSISTANT PRINCIPAL	
STEP	
1	\$85,914
2	\$87,846
3	\$89,604
4	\$91,331
5	\$93,055
6	\$94,781
7	\$96,506
10 MONTH DIRECTOR	
STEP	
1	\$84,639

2	\$86,543
3	\$88,275
4	\$89,749
5	\$91,225
6	\$92,698
7	\$94,173

a. Stipends

For the Athletic Director and the Coordinator of Fine Arts an additional stipend of \$1,450 will be in place to compensate for their many evening commitments.

b. Unit members will be eligible to receive a one-time recognition payment of \$500 upon completion of a Doctoral Degree. Payments will be made if the administrator has been consistently on the payroll for the entire fiscal year, without interruption.

c. The initial salary, stipend, and work year of newly hired members of this bargaining unit will be at the sole discretion of the School Committee or Superintendent. If the initial salary is set at a rate below the salary range, the salary for subsequent years will be within the range provided the administrator is fully certified and not in an acting status.

d. The 10-month administrator position may choose to be paid over a 12 month period. There is no increase to his/her salary. He/she must notify the Superintendent of his/her choice of a 10-month or 12-month pay period by June 1.

e. A schedule for bi-weekly pay and direct deposit requirements are agreed to by the administrators.

III. INDEMNIFICATION

Indemnification insurance coverage will be provided to indemnify unit members in the performance of their duties by providing insurance coverage equal to other administrators in the Westborough Public Schools.

IV. CONDITIONS AND BENEFITS

All benefits established as past practice and presently applicable to school administrators except for the salary plan which has been revised and stipulated in Article II of this Contract, or changes stipulated in this agreement will be part of this agreement including but not limited to:

1. Health Insurance

The Association agrees to provide a representative to the Insurance Advisory Committee and abide by the Insurance plans agreed upon by the Bargaining Units and the Town.

2. Length of Work Year

- a. The length of the employee's work year shall be set upon the employment of the individual. If a ten month employee is asked to work beyond their allotted number of days, compensation shall be on a per-diem basis.
- b. The District agrees to establish a pool of money that is to be used to hire administrators on a per diem basis. The purpose of this per diem work will be to complete critical work that must be accomplished during vacation periods as agreed upon by the administrator, district supervisor, and superintendent. Administrators being asked to work per diem must be given reasonable notification of the need for per diem work, or it must be the result of an emergency situation.
- c. A unit member may, with permission of the Superintendent negotiate additional personal days in lieu of per diem payment.

3. Annual Vacation

- a. All administrators on twelve (12) month contracts are eligible for vacation.
- b. The annual vacation period will be twenty-eight (28) days per year, exclusive of school holidays. Up to 10 days may be carried forward to the next year with the superintendent's permission.
- c. Vacation will be taken at times approved by the employee's supervisor.

4. Sick Leave

- a. Administrators will earn sick leave at a rate of one and one half days per month.
- b. Administrators shall be granted sick leave with full pay cumulative to the length of the full-time administrator's work year for reasons of personal illness.
- c. Administrators shall be granted up to a maximum of twenty days of their accumulated sick leave to be used yearly for illness of a member of their immediate family (immediate family means only husband or wife, mother or father, or own children, or others, at the discretion of the superintendent of schools.)

5. Sick Leave Bank

- a. The committee agrees to establish a sick leave bank for the use of bargaining unit members and other full time non-union employees of the Westborough School Committee who have exhausted their accumulated and annual sick leave days because of extended and serious illness (and require additional leave to make recovery from illness and return to work unless retirement or death occurs) and would otherwise lose pay through such continued illness. Membership is optional for non-unit employees. Members who have not contributed to the bank in the past must contribute five (5) days in the first year of their employment and a minimum of one (1) day annually beginning in the second year.

- b. Members of the sick leave bank who have not completed three consecutive and complete years in the system shall be eligible to receive a maximum benefit of ninety (90) days from the bank.
- c. The days set aside in the above bank will be used to provide those employees who have exhausted their sick leave because of the extended and serious illness with extended and sick leave at full pay. Employees may draw from the bank as many additional sick leave days with full pay as may be necessary to make recovery from extended illness and return to work unless retirement or death occur.
- d. Employees may receive benefits of the sick leave bank subject to the following rules.
 - 1) Application for benefits shall be in writing to the superintendent of schools accompanied by a doctor's certificate as to the need for extended recovery time for the illness.
 - 2) Application for benefits may be made prior to the employee's exhaustion of his/her own personal sick leave to expedite benefits, but drawings upon the bank will not actually commence until the employee's own sick leave benefits are exhausted and adequate medical certification has been provided.
 - 3) Sick days drawn from the bank shall be actual work days.
 - 4) No administrator shall begin to draw on the sick leave bank until absent without sick leave for five (5) days, after which time he/she may apply for use of the sick leave bank and if approved, the sick leave will be retroactive to the first day of this absence.
 - 5) In the event of disability, the sick leave bank benefits shall cease after one work year has been exhausted.
- e. A five member committee composed of three (3) contributors to the sick bank, at least two (2) of whom are members of the bargaining unit, and two (2) school committee members or their designee shall administer the sick leave bank.
- f. Upon return from extended sick leave for which benefits were received through the sick leave bank, the employee shall be entitled to and shall accumulate individual sick leave on the same basis as all other employees per sick leave provisions elsewhere in the contract.
- g. Administrators may not utilize the sick leave bank for illness in their immediate family.
- h. Administrators shall continue to earn annual sick leave to which they are entitled while on sick leave through the sick leave bank.
- i. In the event that the number of accumulated days in the sick leave bank falls below twenty (20) days, each member will be assessed a total of ten (10) days to raise the total of days in the bank. Administrators in their first year in a professional capacity shall not contribute any days; in their second and third year they shall contribute five (5) days.

6. Sick Leave Buy Back

- a. A unit member who voluntarily retires under the superannuation provisions of the Massachusetts General Laws after 20 years of service as an employee in the Westborough Public Schools may request that the Westborough Public Schools

pay him/her at the rate of 25% of the daily rate for a substitute teacher in the Westborough Public Schools for each of his/her unused accumulated sick leave days up to a maximum of \$3000. Such payment shall be referred to as the "Voluntary Retirement Payment" and shall be subject to withholdings required by law or authorized by the employee.

7. Personal Day Leave, Funeral Leave / Bereavement, Educational Leave, Religious Holy Days, Maternity Leave, Childrearing leave of absence, Family and Medical Leave Act, Other Leaves.

- a. Unit members are entitled to the same leave benefits as described in the WEA agreement as stated in V. Leave, Sections B – I.

8. Snow Days / School Cancellation

- On days when inclement weather or a natural catastrophe forces the closing of the Westborough Public Schools, an administrator may request a vacation day. This is not applicable to 10-month employees.
- If it is deemed that road conditions may be too hazardous for travel, 12-month administrators will have the option to work from home in lieu of being charged a vacation day upon notifying the Superintendent of Schools. This is not applicable to 10-month employees.

9. Mileage Reimbursement

Employees who use their personal vehicles for school business shall be reimbursed at the standard Town rate per mile.

10. Liability / lawsuits

The School Committee will consider applications to make whole any employee who has suffered a work-related loss to their personal property, after the receipt of any insurance benefits.

If, as a result of the performance of normal job related duties relating to supervision and evaluation, student supervision, or enacting education plans for students, legal action is filed against a member of the unit by a parent, teacher, or other employee; the School District or Town, when requested, will provide proper legal representation to the extent allowed by law.

11. Tuition for Dependents

Unit members are entitled to the same benefits for their children to attend the Westborough Public Schools as described in the WEA agreement VI "Hours and Other Conditions of Employment," Section L "Tuition for Dependents," including any future modifications to said WEA contract.

12. Work Load

- a. Every effort will be made to ensure that SPED Coordinators are assigned similar work loads.

V. GRIEVANCE PROCEDURE

a. Definition

1. A "grievance" is a dispute concerning the interpretation of any of the provisions of this agreement.
2. A "grievant" is an administrator or administrators having the same grievance.

b. General:

1. Every effort shall be made to settle grievances, when they occur, at the lowest possible level. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. The grievant, the administration and the school committee may be accompanied by representatives of their own choosing at any level of the grievance procedure.
2. Nothing herein contained will be construed as limiting the right of any administrator to discuss a matter informally with the superintendent or his designee, and having it adjusted without the intervention of the Westborough School Administrators, provided the adjustment is not inconsistent with the terms of this agreement.
3. All time limits set forth herein refer to work days exclusive of Saturdays, Sundays, and legal holidays.
4. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as maximum unless such time limits are extended by written agreement. Any grievance which is not pursued in accordance with the time limits specified herein, or as extended by written agreement, is deemed waived. Any grievance not responded to within the time limits is deemed to have been denied.
5. A grievance that affects a group of administrators may be submitted in writing by the Westborough School Administrators (who shall be considered by the grievant) to the school committee directly and the processing of such grievance shall begin at Level Two.
6. All laws and legal procedures relating to grievance processing and freedom of information shall be adhered to.

c. Procedure

1. LEVEL ONE: An administrator with a grievance will first discuss it with the superintendent of schools, either directly or through the Westborough School Administrators, with the object of resolving the matter informally.
2. LEVEL TWO: If the grievance is not resolved to the satisfaction of the Westborough School Administrators or the grievant at Level One, the individual or the Westborough School Administrators may refer the grievance to the superintendent of schools in writing. The written statement of the grievance shall specify the event or conditions upon which it is based and all the provision of the agreement which it alleges to have violated. Within ten (10) days after submission of the grievance, the

- superintendent will meet with the individual or and/or the Westborough School Administrators in an effort to settle the grievance.
3. LEVEL THREE: If within ten (10) days after submission of level Two, the superintendent has not rendered a written decision or the grievance is not resolved to the satisfaction of the grievant, and if the subject matter of the grievance is under the jurisdiction of the school committee, the individual or the Westborough School Administrators may request in writing to the secretary of the school committee that the matter be placed on the agenda of the next regularly scheduled committee meeting. The school committee will render its decision to the Westborough School Administrators within fifteen (15) days after said meeting.
 4. LEVEL FOUR – ARBITRATION
 - a. If the grievance has not been disposed of under Level Two, or Level Three if appropriate, to the satisfaction of the aggrieved party he/she may, through the association, not later than ten (10) days, initiate arbitration of the grievance by giving written notice to the committee of this intention.
 - b. The association and/or the committee shall submit the grievance to the American Arbitration Association. The parties shall be bound by the rules and procedures of the American Arbitration Association currently in force. The decision of the arbitrator shall be final and binding upon the parties. The direct expenses, if any, of such arbitration shall be shared equally by the School Committee and the Westborough School Administrators but each party shall bear its own expenses for the preparation and presentation of its case.
 - c. Arbitrator's Decision
 - 1) When the dispute is submitted to the arbitrator, as a result of the appeal of the grievance, the only items which the arbitrator may consider are those mentioned in the grievance, unless the parties have by stipulation extended the scope of the arbitrator's authority to consider additional items not mentioned in the grievance.
 - 2) The arbitrator selected shall confer promptly with the representatives of the committee and the association. Shall review the record of the case, and shall hold such further hearings with the aggrieved party and other parties of interest as he/she shall deem requisite.
 - 3) The arbitrator's award shall be in writing and shall set forth his/her findings of fact with reasoning and conclusions. He/she shall arrive at his decisions solely upon the facts, evidence and contentions presented by the parties through the arbitration proceedings. The arbitrator shall have not power to add to, subtract from or modify any of the terms of this contract. Subject to the foregoing, the decision of the arbitrator shall be submitted to the committee and the association and shall be final and binding upon the

committee, the association and the teacher or group of teachers who initiated the grievance. The decision of the arbitrator shall be implemented as soon as is reasonably possible.

VI. PROFESSIONAL DEVELOPMENT

- a. A unit member who instructs in-service programs outside of school hours will, with prior approval of the Superintendent, be paid for his/her services.
- b. Unit members shall be eligible to receive reimbursement for tuition and/or professional development workshops to a maximum of \$1,500 per unit member per year, upon receiving prior written approval from the Superintendent.

VII. DURATION

- a. It is understood that this is a three year contract for language from July 1, 2013 through June 30, 2016. The salary agreement is for one year only from July 1, 2013-June 30, 2014.
- b. The provisions of this Agreement will continue to remain in full force and effect through June 30, 2016 and shall be automatically renewed after that date for one year unless either party notifies the other, in writing, not later than sixty (60) days before the termination day of their desire to open the Contract for negotiation.

VIII. EVALUATION

- a. We agree to implement and utilize the Massachusetts Model System for Educator Evaluation, Part IV: Model Collective Bargaining Contract Language, Appendix D. Administrator Contract Language, June 2012; and/or any revisions that are adopted for the purpose of evaluating the members of this unit.
- b. Language centered on the use of staff and student input in administrator evaluations will be subject to collective bargaining after guidance from DESE has been issued (due July 2013).
- c. The following District Supervisors will be responsible for the evaluation of the following unit members:

Coordinator of Fine Arts – Assistant Superintendent for Curriculum and Instruction
Athletic Director – High School Principal (Middle School Principal, secondary evaluator)

Westborough High School Assistant Principals – High School Principal

Gibbons Middle School Assistant Principal – Middle School Principal

Mill Pond School Assistant Principal – Elementary School Principal

SPED Coordinators - School Principals (Primary), PPS Director (Supervisory)

Elementary Pre-School Director – Elementary School Principal

Agreed to this 17th day of September, 2013.

Ilse Levine-Kanji
Ilse Levine-Kanji - School Committee Representative

9/17/13

date

David N. Jost
David N. Jost

9-16-13

date

Cheryl Carlson
Cheryl Carlson

9-16-13

date

Matthew Lefebvre
Matthew Lefebvre

9/16/13

date

Carol A. Cavanaugh
Carol Cavanaugh

9-16-13

date

Christopher Fournier
Christopher Fournier

9-16-13

date

Jeffrey Sleski
Jeffrey Sleski

9-16-13

date

Johanna DiCarlo
Johanna DiCarlo

9/16/13

date

Charlene Miller
Charlene Miller

9/16/13

date

Kelly Sciacca
Kelly Sciacca

9/16/13

date

Maura Kovaleski
Maura Kovaleski

9/16/13

date

