

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
HAVERHILL SCHOOL COMMITTEE
AND
HAVERHILL PUBLIC SCHOOLS SUPERVISORY AND
ADMINISTRATIVE GROUP
JULY 1, 2020 – JUNE 30, 2023**

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PREAMBLE

The School Committee of the City of Haverhill, hereinafter referred to as “the School Committee,” and the Haverhill Public Schools Administrative & Supervisory Group, hereinafter referred to as “the Administrators Group,” recognize that it is in the best interest of the City of Haverhill that the School Committee and the Administrators Group agree as to wages, hours and working conditions for those persons who are employed in the bargaining unit represented by the Administrators Group; and it is hoped that the consultation begun through professional negotiations will continue throughout the school year and that such dialogue will contribute to the betterment of public education in the City of Haverhill.

Therefore, pursuant to said mutual desire, the parties hereto agree as follows:

ARTICLE I

RECOGNITION AND SCOPE

- A. The School Committee recognizes the Administrators Group as the exclusive representative of a unit consisting of all administrators and supervisors who are employed in the Haverhill School System in those positions on the salary scale that is attached hereto as Appendix A and such other positions as the parties may, from time to time, deem appropriate for inclusion in the administrative bargaining unit in the future.
- B. Subject to the provisions of this Agreement, the wages, hours and other conditions of employment applicable on the effective date of this Agreement to the Administrators covered by this Agreement shall continue to be so applicable during the term of this contract or until a successor contract is ratified.
- C. Whenever the masculine gender is used in this Agreement, it shall be deemed to refer to and include the feminine gender as well.

ARTICLE II

DUES, DEDUCTION AND AGENCY FEE

- A. The School Committee agrees to deduct from the salaries of its Administrators one amount to cover the dues for the Haverhill Public Schools Administrative and Supervisory Group as each Administrator individually and voluntarily authorizes the School Committee to deduct, and to submit the monies promptly to the Administrative Group. The Administrators' authorization will be in writing in a form attached hereto and marked "Appendix D."
- B. The deduction referred to in Section A above will be made in 24 or 26 equal installments (dependent on the Administrators' pay schedules). The School Committee will not be required to honor for any deduction any authorizations that are delivered to it later than one (1) week prior to the distribution of the payroll from which the deductions are to be made. The School Committee agrees that it will make every effort to equalize payroll deductions.
- C. No later than September 30th of each year, the School Committee will provide the Administrators Group with a list of those Administrators who have voluntarily authorized the Committee to deduct dues. Any Administrators desiring to have the Committee discontinue deductions previously authorized must notify the School Committee and the Administrators Group in writing by September 15th of each year for that school year's dues.

ARTICLE III

SCHOOL COMMITTEE RULES AND REGULATIONS

Those rules and regulations of the School Committee applicable to Administrators which are in effect and which are not in conflict with any of the terms of this Agreement shall continue to be applicable to Administrators.

ARTICLE IV

NEGOTIATION PROCEDURE

- A. Before the School Committee adopts a change in wages, hours or any other condition of employment which has not been proposed by the Administrators Group and which is not covered by the terms of this Agreement, the School Committee will notify the Administrators Group in writing that it is considering such a change. The Administrators Group will have the right to negotiate with the School Committee provided, however, that it files such a request with the School Committee within five (5) days after the receipt of said notice.
- B. Any subsequent agreement reached with the School Committee will be reduced to writing, will be signed by the School Committee and the Administrators Group and will become an addendum to this Agreement.
- C. The School Committee agrees not to negotiate with any organization other than the Administrators Group with respect to the wages, hours and other terms and conditions of employment of the employees in the administrative bargaining unit covered by this Agreement.

ARTICLE V
GRIEVANCE PROCEDURE

A. Definitions:

1. A “Grievance” is hereby defined to mean a complaint by an Administrator or a group of Administrators or the Administrators Group based upon an alleged violation of this Agreement or a dispute involving its meaning, interpretation or application.

B. Purpose:

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of Administrators.
2. Nothing herein contained will be construed as limiting the right of any Administrator having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Administrators Group, provided, however that any such adjustment must be consistent with the terms of this Agreement.

C. Procedure:

1. Failure at any step of this procedure to communicate a decision on a grievance within the specified time limits to the aggrieved Administrator(s) or to the Administrators Group shall permit the aggrieved party or parties to proceed to the next step.
2. Failure at any step of the procedure to appeal the grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered

at that step.

3. A grievance that affects a group or class of Administrators may be submitted in writing by the Administrators Group to the Superintendent, and the processing of any such grievance shall be commenced at Level Two.
4. If any Administrator covered by this Agreement shall present any grievance without representation by the Administrators Group, any disposition of that grievance shall be consistent with the provisions of this Agreement. The Administrators Group shall be permitted to be heard at each level of the procedure under which any such grievance shall be considered.
5. An Administrator or group of Administrators with a grievance shall first attempt to resolve it informally with his or their immediate supervisor. The aggrieved Administrator or Administrators may, at his or their option, be accompanied and/or represented by a representative of the Administrators Group.

Level One: The aggrieved Administrator or Administrators or a representative of the Administrators Group may, within twenty (20) days of the occurrence of the facts giving rise to the grievance or his or their reasonable acquisition of knowledge thereof, whichever is later, submit the grievance in writing to his or their immediate Supervisor setting forth the essential facts upon which the grievance is based. The immediate Supervisor shall answer the grievance in writing within ten (10) days after its submission to him.

Level Two: In the event that the grievance is not resolved at Level One, the grievance may, within seven (7) days after the due date of the immediate Supervisor's written answer, be referred to the Superintendent of Schools. The Superintendent or his

designee shall represent the School Committee at this level of the procedure.

Within seven (7) days after receipt of the written grievance by the Superintendent, he or his designee shall meet with the aggrieved Administrator or Administrators and/or a representative of the Administrators Group in an effort to settle the grievance and, within seven (7) days after the meeting, he shall answer the grievance in writing.

Level Three: In the event that the grievance is not resolved at Level Two, the Administrators Group may, within thirty (30) days after the due date of the Superintendent's written answer, refer the unsettled grievance to arbitration. The arbitrator shall be selected by agreement between the parties. If the parties are unable to agree upon an arbitrator within ten (10) days after the referral of the grievance to arbitration, it may be referred to the American Arbitration Association for the selection of an arbitrator and for processing in accordance with its Voluntary Labor Arbitration Rules and Regulations. The arbitrator shall be without power or authority to make any decision either prohibited by law or to add to, subtract from, alter or modify the terms of the Agreement. The decision of the arbitrator shall be final and binding on the parties. The cost for the services of the arbitrator shall be borne equally by the School Committee and the Administrators Group; each party shall pay its own filing fees.

ARTICLE VI

JUST CAUSE

No administrator shall be discharged or suspended without just cause as defined in Chapter 71, Section 42, of the General Laws.

ARTICLE VII

SALARY

- A. All Administrators will be paid a base salary as set forth in the Salary Schedules that are attached hereto as Appendices A – C and referenced in Article XXI of this Agreement.
- B. Special service will be considered service during the Administrators' own vacation time when an Administrator is working on study committees, curriculum committees, fact finding committees, survey committees or Administrators' committees that require extra attention that must be given during the Administrators' vacation time. All such special service will be voluntary, and all arrangements for such special service will be made with the approval of the Superintendent of Schools. An Administrator will be paid for such special service at the rate of 1/207th of his yearly contractual salary for eleven-month personnel and 1/227th of his yearly contractual salary for twelve-month personnel. Upon agreement of the Superintendent and an eleven-month Administrator, or in the case of an emergency upon direction of the Superintendent, such Administrator may be assigned to work up to ten days beyond the regular school year. Assignment beyond ten days will be upon prior agreement of the Administrator and the Superintendent. All work performed beyond the contractual work year shall be compensated at the per diem salary (or part thereof) of the Administrator.

- C. Administrators who move from one administrative classification to another, except on a temporary appointment, will move to the salary step in their new classification which results in an increase in their salary.
- D. The School Committee will provide the opportunity for all Administrators who so desire to participate in a tax-sheltered annuity.
- E. On 7/1/2020, Longevity benefits were deleted from this Contract in lieu of additional steps.

F. Administrative Stipends.

1. Attached hereto as Appendix F is the Administrative Stipend Schedule which sets forth the annual stipends that members of the Group will receive in consideration for the performance of certain additional, educational services on behalf of the Committee.
2. The parties agree that, whenever the Committee initially determines that additional, educational services are required to be performed by a member of the Group, the Committee shall notify the Group of such and, if requested, will negotiate with the Group in order to determine the amount of the annual stipend that shall be paid to the member of the Group who volunteers to perform the additional services at issue and is appointed by the Superintendent of Schools to do so.
3. In such event, Appendix F will be amended to include both the additional, educational services and the annual stipend that shall be paid for those services.
4. It is the mutual intent of the Group and the Committee that any annual stipend that is paid to any member of the Group for the performance of additional,

educational services in accordance with this Section and Appendix F constitutes regular compensation for said member and, as such, the Committee shall deduct from any such annual stipend the applicable federal and state income tax withholdings, as well as retirement contributions which shall be remitted to the Massachusetts Teachers Retirement System (“MTRS”) in the ordinary course of business.

5. The Committee and the Group specifically agree that the addition and/or inclusion of any of the positions set forth at Appendix F does not affect the right of the Committee and/or the Superintendent of Schools to determine whether to fill said positions on an annual basis or the specific individuals to appoint to these positions. The Committee and the Superintendent of Schools reserve their rights to make such appointments on an annual basis and to decide not to fill any of the positions so listed. It is further agreed that any decision regarding non-reappointment or non-renewal of a member to a specific position or decisions regarding reductions in and/or eliminations of the positions listed at Appendix F is not subject to the job protection provisions of the Agreement, including but not limited to Article VI (Just Cause). However, notwithstanding the foregoing sentence, a decision to remove a member from one of the positions listed in Appendix F mid- year shall be subject to Article VI of the Agreement.
- G. Through June 30, 2019, all Administrators shall continue to be paid on a bi-weekly basis in twenty-six (26) equal installments. Effective as of July 1, 2019, 12 Month Administrators shall continue to be paid on a bi-weekly basis in twenty-six (26) equal installments and 11 Month Administrators shall be paid on a bi-weekly basis in twenty-

four (24) equal installments starting with the first pay period in August.

ARTICLE VIII

GROUP HEALTH AND LIFE INSURANCE

- A. The City of Haverhill shall provide employees the same health insurance benefits and coverage provided to all other municipal employees pursuant to M.G.L. c. 32B. Employees hired before January 1, 2012 shall pay a twenty-five percent (25%) health insurance contribution for both PPO and HMO products. Employees hired on or after January 1, 2012 shall pay a thirty percent (30%) health insurance contribution for both PPO and HMO products.
- B. Flexible Spending/Medical Dependent Care Account. The City of Haverhill will offer a Flexible Spending Account and a Medical Dependent Care Account under IRS Section 125. The maximum annual allowable amount to be deducted on a pre-tax basis for the Flexible Spending Account and the Medical Dependent Care Account shall be the maximum allowed amount according to the IRS.
- C. Health Reimbursement Account. The City will establish Health Reimbursement Accounts pursuant to the current M.G.L. c. 32B PEC agreement.
- D. Opt-Out Plan – A one time opt out option. The City of Haverhill will provide a health insurance opt out option. Eligible employees who enroll in the program will receive a lump sum financial incentive payment. The amount will be \$1,500 for an individual and \$3,000 for a family. In order to be eligible for the program an employee must meet the following criteria: 1) the employee must have 24 consecutive months of enrollment in a City of Haverhill health plan, and 2) the employee must provide written proof of other

(non-City of Haverhill) health coverage.

ARTICLE IX

WORK YEAR AND DAY

- A. All Eleven Month Administrators shall work no more than 207 days, beginning no later than fifteen (15) work days before the opening of school and ten (10) days after the end of the school year. Administrators may also arrange their work year to work on days other than those specified above with the express permission from their Principal or immediate Supervisor.
- B. All twelve (12) month administrators shall work no more than 227 days and are entitled to twenty-six (26) vacation days per year. Administrators hired after July 1, 2005 shall have their vacation time pro-rated from the date of hire. Twelve month administrators not completing a full work year shall receive a pro-rated allotment of vacation days based on the time worked. All Twelve Month Administrators shall use their vacation time during periods when school is not in session, unless mutually agreed upon with the Superintendent.
- C. Vacation time, in addition to that set forth in the preceding section, shall be at the discretion of the Superintendent. The decision of the Superintendent on such matters shall be final and binding and shall not be subject to the grievance and arbitration procedure provided for herein.
- D. Members of the Haverhill School Administrative and Supervisory Group will work the requisite hours needed to meet the responsibilities of their respective job descriptions and be responsible for other instructional and general duties as indicated by the directives of

the Superintendent of Schools or his/her designee, and policies of the Haverhill School Committee.

- E. Any twelve (12) month administrator employed by the Committee prior to July 1, 2004 that has accumulated greater than one years allotment of twenty-six (26) vacation days, may upon written request to the Superintendent, cash in a maximum of ten (10) accrued vacation days prior to June 30, 2005 and thereafter, beginning with the 2005-2006 school year, cash in a maximum of ten (10) accrued vacation days per year based on five (5) per every six months. Accrued vacation days are to be cashed in at the employee current per diem rate.
- F. Haverhill School Committee Policy GCD (Administrative Staff Vacations and Holidays): The HPSSAG agrees to accept the Haverhill School Committee Policy GCD (Administrative Staff Vacations and Holidays), a copy of which is attached as Appendix E.

ARTICLE X

VACANCIES, PROMOTIONS AND TRANSFERS

- A. Known administrative vacancies, such as those caused by retirement, by the creation of a new position or by the building of a new school, shall be published widely in and out of the Haverhill School System for a minimum of ten (10) days. Qualifications, duties and compensation should be clearly stated in the published material. These vacancies will be filled by the Superintendent and in all instances, including those where School Committee approval is required, as quickly as reasonably possible.
- B. The Superintendent and, in instances where its approval is required, the School

Committee agree to give consideration to the professional background and qualifications of Administrators from within the system who apply for an opening in another administrative position.

C. Although the Superintendent and the Administrators Group recognize that some transfer of Administrators from one school to another is unavoidable, they also recognize that frequent transfer is disruptive of the educational process and interferes with optimum performance. Therefore, they agree as follows:

1. When feasible, volunteers will be transferred first.
2. When involuntary transfers are necessary, the professional background and other qualifications of the Administrators will be considered in determining which Administrator is to be transferred. Administrators who are being involuntarily transferred will be transferred to a comparable position whenever possible. An involuntary transfer will be made only after a meeting between the Administrator involved and the Superintendent at which time the Administrator will be notified of the reason for the transfer.
3. Notice of transfer will be given to Administrators as soon as practicable and, under normal circumstances, not later than June 1 except in cases of an emergency nature.

ARTICLE XI

TEMPORARY LEAVES OF ABSENCE WITH PAY

A. Sick Leave

1. Sick leave for eleven-month personnel will be fifteen (15) days per year accumulative to a maximum of one hundred and fifty (150) days.
2. Sick leave for twelve-month personnel will be sixteen (16) days per year accumulative to a maximum of one hundred and fifty (150) days.
3. In addition to personal illness or injury, up to three (3) sick leave days per year shall be allowed from the annual allotment for the sudden illness of a member of the immediate family which is deemed an emergency with additional sick leave days being permitted at the request of an Administrator and at the Superintendent's discretion.
4. A physician's certificate for an absence or absences may be required by the Superintendent after three (3) consecutive days or a pattern of absences.
5. In order to standardize sick leave procedure as well as allowing accurate tabulation of total sick leave days, a Staff Attendance and History and Sign Off form will be generated by the Principal and must be filled out upon return from absence due to illness.
6. New Eleven (11) Month employees in their first year of employment shall accrue sick leave as follows: One (1) day for each month from July through April, two (2) days for May and three (3) days for June. New Twelve (12) Month employees in their first year of employment shall accrue sick leave as follows: One (1) day for each month from July through April and three (3) days each for May and June.

- B. Personal Days.** Administrators shall be granted up to three (3) days of personal leave per contract year which may not be utilized before or after a holiday unless the Administrator receives permission from the Superintendent. If such leave is necessary before or after a holiday, the Superintendent must be provided with a written request stating the specific reasons for the requested absence a minimum of ten (10) working days prior to the date requested. Any Administrator absent on the day before or after a holiday without prior approval from the Superintendent will not be paid. Leave will not be taken on a less than full day basis. These days are not to exceed one (1) day per term. If an Administrator needs a personal day for urgent personal matters, that individual shall notify the Principal at least twenty-four (24) hours in advance. If a Member does not use the three (3) Personal Leave Days during the contract year, those days will be converted into sick days and added to their accruals. New employees in their first year of employment shall be granted one (1) personal day per quarter not to exceed three (3) for the year. Members shall be permitted to utilize Personal Leave in half day increments.
- C. Military Leave.** Military leave will be granted in accordance with applicable federal and State statutes (as defined for municipal workers). Administrators who are deployed must submit their deployment orders to the Human Resource Department prior to leave.
- D. Maternity Leave.** Whatever provisions or policies with respect to maternity leave are applicable to teachers covered by the collective bargaining contract between the School Committee and the Haverhill Education Association shall also be applicable to female Administrators who are covered by this Agreement. All state and federal laws, rules and regulations pertaining to maternity leave, including the right to use sick leave days for that portion of a maternity leave during which an Administrator is disabled from

employment, shall also be applicable to the female Administrators who are covered by this Agreement.

E. Sick Leave Bank. The Administrators Group and the School Committee share a common concern for those few who have extended illness and those few who might abuse a sick leave provision. In order to deal with these situations, the School Committee and the Administrators Group agree to establish a Board consisting of two representatives of the Administrators Group and two representatives of the School Committee, whose purpose it will be to oversee the participation of the Administrators in the Administrators Sick Leave Bank which will operate under the following conditions:

1. The bank's efforts are aimed at assisting those individuals who have a serious illness or accident which results in the exhaustion of their accumulative sick leave.
2. The bank was initially funded on a yearly basis at the rate of two (2) days per member. Members of the Administrative Group will contribute days to the Sick Leave Bank only if the pool of days available falls below 200 through usage in the previous year.
3. An individual in need of assistance will petition the Board. The Board's decision is binding on all parties and is not subject to the grievance procedure or appealable to any tribunal. If a petition for sick bank usage results in a tie vote, the issue will be submitted directly to arbitration under Article V of this contract.
4. The maximum number of days that may be granted to an individual from the bank will not exceed one hundred fifty (150) days.
5. Unused bank days, not to exceed two hundred (200) days, may be applied to each

succeeding year.

6. In the event that the bank is depleted, additional bank days will be funded on the basis of one day per member per year.
7. The Board will review individual cases involving reported sick leave bank abuse and after proper investigation may require the individual to submit to a medical examination (provided this is not in conflict with an individual's religious beliefs). The cost of any such examination will be borne equally by the Administrators Group and the School Committee. The Board will have the right to censure any individual who has abused sick leave and issue a full report to the entire School Committee for subsequent action.
8. No Sick Leave Bank days shall be granted from the Bank to any Administrator unless an Administrator has exhausted all available leave from any other available source whatsoever.

F. Other Temporary Leaves of Absence.

1. Death in immediate family.
 - a. An Administrator shall be allowed a period of five (5) days' absence with full pay each time there is a death in the immediate family.
 - b. The immediate family is defined to include mother, father, grandmother, grandfather, grandchild, step-mother, step-father, sister, brother, child, wife, husband, mother-in-law, father-in-law or any member of the immediate household.

2. Death of Relative.

An Administrator shall be allowed one (1) day to attend the funeral of any

relative.

3. Administrators absent from duty with prior School Committee approval for reasons other than those previously stated may be granted a leave of absence with or without pay at the discretion of the School Committee.
 4. Administrators absent due to quarantine by authorized persons shall not have such absence considered as sick leave or as personal days.
 5. Administrators will be entitled to a temporary leave of absence with pay for the time necessary for appearance in any legal proceedings connected with their employment, including arbitration hearings.
- E. With the approval of the Superintendent, substitute Administrators may be hired to fill temporary vacancies and to assist during periods of administrative absence.

ARTICLE XII

SABBATICAL LEAVE

Upon recommendation by the Superintendent of Schools, sabbatical leaves for study or travel may be granted to an Administrator by the School Committee subject to the following conditions:

- A. No more than two members of the Administrators Group may be absent on sabbatical leave at one time.
- B. Request for sabbatical leave must be received by the Superintendent of Schools in writing, in such form as may be required by the Superintendent of Schools, no later than December 31; and action must be taken on all such requests no later than April 1 of the school year preceding the school year for which the sabbatical leave is requested.

- C. The applicant must have completed at least seven (7) consecutive full school years of service in the Haverhill Public School System, four of which shall have been administrative.
- D. Administrators on sabbatical leave shall receive one hundred percent (100%) of the salary which they would have received if they had remained on active duty.
- E. Prior to the granting of sabbatical leave, an Administrator shall enter into a written agreement with the School Committee that, upon termination of such leave, he will return to service in the Haverhill Public School System for a period equal to twice the length of the leave. In default of completing such service, except in case of death or physical incapacitation, he shall refund to the School Committee an amount equal to such proportion of salary received by him while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.
- F. Upon his return from sabbatical leave, an Administrator's salary shall be the same as he would have received had the period of his leave been spent in the Haverhill School System; and he shall be returned to the same position which he held at the time said leave commenced.

ARTICLE XIII

PROTECTION

- A. Administrators shall immediately report to the Superintendent in writing all cases involving abusive conduct and/or torts or assaults suffered by them in connection with their employment.
- B. This report will be forwarded to the School Committee which will comply with any

reasonable request from the Administrator for information in its possession relating to the incident and the person or persons involved and will act in appropriate ways as liaison between the Administrator, the police and the courts.

- C. Any Administrator who is injured, incapacitated or disabled as a result of abusive conduct and/or a tort or assault suffered in connection with his employment will be granted a leave of absence with pay for such time as is necessary for complete recovery up to one (1) year. The School Committee, at its discretion, may extend this period.
- D. Administrators shall be covered by the Workers' Compensation Statute (Chapter 152 of the Massachusetts General Laws).
- E. If criminal or civil proceedings are brought against an Administrator alleging that he committed an assault in connection with his employment, the School Committee, to the extent that the situation is not covered by Chapter 258 of the Massachusetts General Laws, may furnish legal counsel to defend him in such proceedings if he requests such assistance.
- F. Although Administrators may be required to collect and transmit money to be used for educational purposes, they will not be held responsible for the loss of any money collected where such loss is not the fault of the Administrator.

ARTICLE XIV

PROFESSIONAL DEVELOPMENT AND EDUCATION IMPROVEMENT

The School Committee will pay the reasonable expenses, including fees, meals, lodging and/or transportation (not to exceed a fixed amount as authorized by the School Committee), incurred by Administrators who attend local and out-of-town workshops, seminars, conferences

or other professional improvement sessions at the request and/or with advance approval of their immediate supervisor and the Superintendent of Schools.

ARTICLE XV

REDUCTION IN FORCE

- A. It is agreed to reopen this contract on or before November 1, 1989 for negotiations over a clause to be added which delineates a Reduction In Force provision. Negotiations will commence upon the request of either party. Be it further understood that certification, experience, and evaluation will be used as criteria for reductions if they are needed with the exception that if reductions in force should be voted to take effect during the 1989/90 school year, during that school year only, the criteria of certification and experience will be used. Seniority will prevail for the 1989/90 school year staffing decisions for those positions in which multiple position holders exist. Administrators reduced for the 1989/90 school year only have the right to bump back into a previously held position from which said Administrators were promoted and which positions were within the administrative unit. Thereafter his/her rights to retain employment with the Haverhill Schools shall be governed by Article XXX of the HEA agreement if permissible.
- B. It is agreed that the Haverhill School Committee will support the negotiation of a clause with the HEA to provide for the return of administrators and supervisors reduced in force to the HEA unit.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

A. Use of School Department E-mail System.

The School Department email system shall be used solely for school department business at all times. No other such use, personal, union or otherwise, shall be allowed at any time without the express permission of the Superintendent or his/her designee.

B. Substitute Procurement

Assistant Principals shall be responsible for procuring substitute teachers. In consideration for the additional and substantial work that Assistant Principals shall be required to perform in connection with the procurement of substitute teachers both before and after school hours, Assistant Principals who are assigned by their Principals to perform this responsibility shall receive a Stipend in the amount of one thousand five hundred dollars (\$1,500.00). The \$1,500.00 stipend shall be paid to Assistant Principals retroactively to July 1, 2017 and shall be added to Appendix F of the Contract (Administrative Stipend Schedule). For the 2017 – 2018 contract year, Assistant Principals shall receive the stipend in a lump sum. As of July 1, 2018, the stipend shall be paid in equal installments in the regular paychecks of Assistant Principals. The stipend shall be paid to no more than one (1) Assistant Principal per building except for the Consentino and Hunking Schools which shall have two (2) Assistant Principals perform the responsibility and receive the stipend.

C. Supervisory Personnel for Non-Teaching Duties

The School Committee agrees to provide non-professional personnel for the purpose of supervising pupils during all noon and cafeteria periods except in the High School.

D. Budgets

The School Committee agrees that directors having responsibility of preparing budgets have the right to present and justify their budget requests directly to the Superintendent and the School Committee. Should either the Superintendent or the School Committee determine that a budget request is to be cut, then the person whose budget has been affected is to be informed of such cut.

E. Travel Expense

The payment is based on the number of schools an employee is either assigned to or required to travel to in accordance with his/her assigned schedule:

Number of Schools	Payment
1	\$400.00
2 – 4	\$550.00
5 – 9	\$700.00
10 +	\$850.00

The annual travel expense for Administrators with system-wide responsibility shall be \$1000.00.

- F. The Administrators will cooperate with the School Committee in formulating and carrying out a policy designed to eliminate sexual harassment from the public schools in accordance with applicable state and federal law.
- G. Any employee in excess of nine (9) years employment with the Haverhill Public Schools that informs the Superintendent in writing six (6) months in advance of their resignation for the purpose of retirement shall be entitled to an additional \$1000.00 in longevity.
- H. Administrators will be required to attend and help supervise the following evening

functions, unless a Principal or an Administrator is present, and, the Principal has waived this requirement:

- A: School dances
- B: Class plays
- C: Banquets
- D: Promotion Ceremony
- E: Concerts
- F: Musicals
- G: Honor Society
- H: Sporting Events.

- I. All Administrators must attend the High School Graduation Ceremony, robed and in their academic regalia. Administrators must be excused by the Superintendent for urgent and compelling personal reasons. If Administrators do not possess their own academic regalia, same shall be provided by the district.
- J. **Continuity of Service.** In order to provide a continuity of service, Administrators are to make no commitments which conflict with the established school calendar, including provisions for inclement weather between opening and closing of school without prior approval from the Superintendent.

ARTICLE XVII

NO STRIKE

The Administrators Group agrees that it will not cause, condone, sanction or take part in any strike, walkout, slowdown or work stoppage.

ARTICLE XVIII

ADMINISTRATIVE ASSIGNMENTS

- A. Curriculum Supervisors as outlined and approved by the School Committee shall be responsible for subject matters in Grades K-12 (non-teaching) and assignment will be at the discretion of the Superintendent.
- B. **Licensure.** Administrators are required to hold a license issued by the Massachusetts Department of Elementary and Secondary Education in order to be eligible to teach in the Haverhill Public Schools. It is the direct responsibility of the Administrator to attain, retain and renew his/her license. Upon issuance and renewal the Administrator is to forward a copy to the Human Resource Department of the Haverhill Public Schools.
- C. **Waivers.** On the rare occasion that it is required to hire an Administrator under a Waiver, it will be the direct responsibility of the Administrator to demonstrate that they are making continuous progress toward meeting the requirements for licensure in the field in which they are employed in order for the district to request subsequent waivers.

ARTICLE XIX

ADMINISTRATOR & SUPERVISOR EVALUATIONS

The current Evaluation Procedure shall be deleted. The Group and the School Committee shall complete the negotiations for the new Evaluation Procedure by no later than November 15, 2020. The new Evaluation Procedure shall be referenced and incorporated into Article XIX of the Contract as a new Appendix G.

ARTICLE XX

DURATION

This Agreement is comprised of a Three Year Contract, which shall be effective as of July 1, 2020 and shall terminate on June 30, 2023 or until a successor contract is ratified. It is further agreed that the Haverhill School Committee and the Haverhill Public School Administrative and Supervisory Group will meet in the period between January 1, 2023 and June 30, 2023 for the purpose of negotiating for a subsequent agreement to begin July 1, 2023.

ARTICLE XXI

SALARY SCHEDULE

All Administrators will be paid a base salary as set forth in the Salary Schedules that are set forth as Appendices A-C which shall incorporate the following modifications and increases:

- | | | |
|----|--------------|--|
| 1. | July 1, 2020 | One Quarter Percent (.25%) (makeup increase for 7.1.2019/retro only to 7.1.20)
One and Three Quarters Percent (1.75%)
Add Step 6 at \$2,000 above Step 5 |
| 2. | July 1, 2021 | One and Three Quarters Percent (1.75%)
Add Step 7 at \$2,000 above Step 6 |
| 3. | July 1, 2022 | One Percent (1.00%)
Add Step 8 at \$2,000 above Step 7 |

Group Members shall advance a maximum of one (1) Step per contract year. Effective July 1, 2020, the Bachelor's Degree Columns shall be removed from the Contract.

No retroactive wages shall be due and owing to any person not employed at the time of the ratification of this Agreement, or any subsequent Agreement, unless said person left the employ of the Haverhill Public Schools to become an active M.G.L. c. 32 retiree.

Effective July 1, 2020, the annual salary for all members of the bargaining unit with a

CAGS degree shall be \$2,000.00 higher than the salary figure for their respective positions as shown in the Salary Schedules. In addition, the annual salary for all members of the bargaining unit with a Doctorate degree shall be \$4,000.00 higher than the salary figure for their respective positions as shown in the Salary Schedules.

Reorganization of Positions:

Unit positions shall be classified as follows:

11 Month Positions

Assistant Principals (Elementary and Middle Schools)
Supervisor of Attendance (K-12)
Supervisor of Early Childhood Education
Supervisor of English (K – 12)
Supervisor of Social Studies & World Languages (K-12)
Supervisor of Mathematics (K – 12)
Supervisor of Science and Technology (K – 12)
Supervisor of Special Education (9-12)

12 Month Positions


Assistant Director of Special Education (K-12)
Associate Principal – High School
Assistant Principal – High School
Supervisor of Counseling (K-12)

Effective July 1, 2011, the K-12 Supervisors listed above shall receive \$4,000.00 higher than his/her salary figure for the position as shown on the Salary Schedules. They shall also receive the annual Travel Allowance of \$1,000.00 pursuant to Article XVI, Section D.

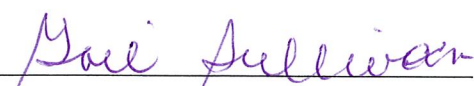
Effective July 1, 2020, the Supervisor of Transportation (K-12) and the Supervisor of ELE (K-12) have been removed from the Bargaining Unit. In the event that the School Committee creates an administrative position in the ELE Department, that position shall be added to the Group's Bargaining Unit.

ARTICLE XXII
PERSONNEL FILES

The School Committee agrees to comply with the provisions of Chapter 149, Section 52C of the General Laws.

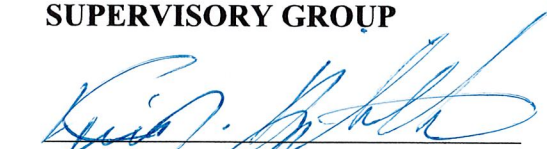
Witness our hands and seals this 23 day of ~~December~~, 2020. *September, 2021* 

HAVERHILL SCHOOL COMMITTEE



Gail Sullivan, SC Member

**HAVERHILL PUBLIC SCHOOL
ADMINISTRATIVE AND
SUPERVISORY GROUP**



Kevin Higginbottom, Co-President

Jami Dion, Co-President



Jennifer Russell, Negotiating Committee

Tamara Stras, Negotiating Committee

APPENDICES A-C SALARY SCHEDULES

Current	FY20 11 Months	Class III (M)	Class IV (M+15)	Class V (M+30)	Class VI (M+45)	Class VII (M+60)
	Step 1	\$73,866	\$76,112	\$80,591	\$85,081	\$89,588
	Step 2	\$75,588	\$77,885	\$82,470	\$87,065	\$91,681
	Step 3	\$77,306	\$79,657	\$84,351	\$89,051	\$93,771
	Step 4	\$79,025	\$81,430	\$86,231	\$91,036	\$95,862
	Step 5	\$81,659	\$84,063	\$88,865	\$93,670	\$98,496
	FY20 12 Months	Class III (M)	Class IV (M+15)	Class V (M+30)	Class VI (M+45)	Class VII (M+60)
	Step 1	\$79,012	\$81,378	\$85,982	\$90,846	\$95,600
	Step 2	\$80,758	\$83,175	\$88,018	\$92,854	\$97,715
	Step 3	\$82,503	\$84,973	\$89,923	\$94,864	\$99,833
	Step 4	\$84,249	\$86,771	\$91,828	\$96,875	\$101,951
	Step 5	\$86,883	\$89,404	\$94,461	\$99,508	\$104,585

APPENDIX A JULY 1, 2020

Plus 2%	FY 21 11 Months	Class III (M)	Class IV (M+15)	Class V (M+30)	Class VI (M+45)	Class VII (M+60)
	Step 1	\$75,343	\$77,634	\$82,203	\$86,783	\$91,380
	Step 2	\$77,100	\$79,443	\$84,119	\$88,806	\$93,515
	Step 3	\$78,852	\$81,250	\$86,038	\$90,832	\$95,646
	Step 4	\$80,606	\$83,059	\$87,956	\$92,857	\$97,779
	Step 5	\$83,292	\$85,744	\$90,642	\$95,543	\$100,466
Plus \$2k	Step 6	\$85,292	\$87,744	\$92,642	\$97,543	\$102,466
	FY21 12 Months	Class III (M)	Class IV (M+15)	Class V (M+30)	Class VI (M+45)	Class VII (M+60)
	Step 1	\$80,592	\$83,006	\$87,702	\$92,663	\$97,512
	Step 2	\$82,373	\$84,839	\$89,778	\$94,711	\$99,669
	Step 3	\$84,153	\$86,672	\$91,721	\$96,761	\$101,830
	Step 4	\$85,934	\$88,506	\$93,665	\$98,813	\$103,990
	Step 5	\$88,621	\$91,192	\$96,350	\$101,498	\$106,677
Plus \$2k	Step 6	\$90,621	\$93,192	\$98,350	\$103,498	\$108,677

APPENDIX B JULY 1, 2021

Plus 1.75%	FY 22 11 Months	Class III (M)	Class IV (M+15)	Class V (M+30)	Class VI (M+45)	Class VII (M+60)
	Step 1	\$76,662	\$78,993	\$83,641	\$88,301	\$92,979
	Step 2	\$78,449	\$80,833	\$85,591	\$90,360	\$95,151
	Step 3	\$80,232	\$82,672	\$87,544	\$92,422	\$97,320
	Step 4	\$82,016	\$84,512	\$89,495	\$94,482	\$99,490
	Step 5	\$84,750	\$87,245	\$92,229	\$97,215	\$102,224
	Step 6	\$86,785	\$89,280	\$94,264	\$99,250	\$104,259
plus \$2k	Step 7	\$88,785	\$91,280	\$96,264	\$101,250	\$106,259
	FY22 12 Months	Class III (M)	Class IV (M+15)	Class V (M+30)	Class VI (M+45)	Class VII (M+60)
	Step 1	\$82,003	\$84,458	\$89,236	\$94,285	\$99,218
	Step 2	\$83,815	\$86,323	\$91,349	\$96,369	\$101,414
	Step 3	\$85,626	\$88,189	\$93,327	\$98,455	\$103,612
	Step 4	\$87,438	\$90,055	\$95,304	\$100,542	\$105,810
	Step 5	\$90,172	\$92,788	\$98,036	\$103,274	\$108,544
	Step 6	\$92,207	\$94,823	\$100,071	\$105,309	\$110,579
plus \$2k	Step 7	\$94,207	\$96,823	\$102,071	\$107,309	\$112,579

APPENDIX C JULY 1, 2022

Plus 1%	FY 23 11 Months	Class III (M)	Class IV (M+15)	Class V (M+30)	Class VI (M+45)	Class VII (M+60)
	Step 1	\$77,428	\$79,783	\$84,478	\$89,184	\$93,909
	Step 2	\$79,233	\$81,641	\$86,447	\$91,264	\$96,103
	Step 3	\$81,034	\$83,499	\$88,419	\$93,346	\$98,293
	Step 4	\$82,836	\$85,357	\$90,390	\$95,427	\$100,485
	Step 5	\$85,597	\$88,117	\$93,151	\$98,188	\$103,246
	Step 6	\$87,653	\$90,173	\$95,206	\$100,243	\$105,302
	Step 7	\$89,673	\$92,193	\$97,226	\$102,263	\$107,322
plus \$2k	Step 8	\$91,673	\$94,193	\$99,226	\$104,263	\$109,322
	FY23 12 Months	Class III (M)	Class IV (M+15)	Class V (M+30)	Class VI (M+45)	Class VII (M+60)
	Step 1	\$82,823	\$85,303	\$90,129	\$95,227	\$100,211
	Step 2	\$84,653	\$87,186	\$92,263	\$97,332	\$102,428
	Step 3	\$86,482	\$89,071	\$94,260	\$99,439	\$104,648
	Step 4	\$88,312	\$90,956	\$96,257	\$101,547	\$106,868
	Step 5	\$91,073	\$93,716	\$99,017	\$104,307	\$109,629
	Step 6	\$93,129	\$95,771	\$101,072	\$106,362	\$111,684
	Step 7	\$95,149	\$97,791	\$103,092	\$108,382	\$113,704
plus \$2k	Step 8	\$97,149	\$99,791	\$105,092	\$110,382	\$115,704

DUES DEDUCTION AUTHORIZATION FORM

TO WHOM IT MAY CONCERN:

This is to authorize the Haverhill School Department to deduct \$ _____ per year from my bi-weekly wages. This is for payment of dues to the Haverhill Public School Administrative and Supervisory Group.

This deduction is to start with the pay period ending _____, 20__ and is to stop with the pay period ending _____, 20__.

Signed _____

Date _____

**Haverhill School Committee Policy GCD
(Administrative Staff Vacations and Holidays)**

Vacations:

Generally, provision for annual vacation leave allowance for professional staff members is made in the collective bargaining agreements.

Beyond that, all twelve-month employees shall work no more than 227 days and are entitled to a four-week (twenty work days) vacation during the summer months (July and August) and six additional days during the regular school year. The specific dates of their vacation leave are to be determined mutually by the twelve-month personnel in consultation with the Superintendent. However, the Superintendent may, in his/her discretion, allow twelve-month personnel to take their vacation at any time of the year. The Superintendent may grant vacation leave to members of this group during times other than the regularly scheduled vacation periods provided that the absence of such a person will not hamper or cause hardship or interfere with the operation of the staff, school, or district for which the administrator is responsible.

Vacation time, in addition to that set forth above, shall be at the discretion of the Superintendent. The decision of the Superintendent on such matters shall be final.

Effective the 2005-2006 school year, the Superintendent may also approve a maximum of ten (10) vacation days for carryover into the next fiscal school year. All requests for carryover of vacation days must be submitted in writing, with reason(s) for said request, to the Superintendent for approval prior to June 1st. Request to carryover more than ten (10) vacation days may be approved by the School Committee upon recommendation by the Superintendent. All vacation days carried over must be taken in the following year and may not be carried over a subsequent year unless approved by the Superintendent or the School Committee as specified above.

Effective July 1, 2005, any and all restrictions on the carryover of vacation days will not prohibit any existing professional staff with accumulated vacation days beyond the annual allotment from continuing to carryover their accumulated vacation days. It is also understood that staff will make every effort to take their annual allotment of vacation days in the year in which they are accrued.

Holidays:

Administrative staff members will not be required to work on legal holidays. Paid holidays for staff will be established when the School Committee approves the calendar for the school year and will include all legal holidays.

LEGAL REF: Collective Bargaining Agreements

APPENDIX F– ADMINISTRATIVE STIPEND SCHEDULE

The following is a list of additional services that are performed by members of the Group for which they are paid an annual stipend in accordance with Article VII, Section F of the Collective Bargaining Agreement.

	<u>Additional Service</u>	<u>Annual Stipend*</u>
1.	Coordinator for Community Partnerships for Children	\$2,000.00
2.	Additional School Coverage by Assistant Principals	\$2,500.00 per additional school
3.	Assistant Director of Special Education at Haverhill High School	\$4,000.00
4.	Substitute Procurement by Assistant Principals	\$1,500.00

*Amounts may be pro-rated if individual serves for less than a full year.