

AGREEMENT

between

DARTMOUTH ADMINISTRATORS ASSOCIATION

and

DARTMOUTH SCHOOL COMMITTEE

July 1, 2011 - June 30, 2014

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MEMORANDUM OF AGREEMENT
BETWEEN
DARTMOUTH ADMINISTRATORS ASSOCIATION
AND
DARTMOUTH PUBLIC SCHOOLS

PREAMBLE

1. Recognizing that our prime purpose is to provide education of the highest possible quality for the children of DARTMOUTH and that good morale within the staff of the DARTMOUTH ADMINISTRATORS ASSOCIATION is essential to achievement of that purpose, we the undersigned parties to this Contract, declare that:
 - a. Under the law of Massachusetts, the Committee, elected by the citizens of Dartmouth, has final responsibility for establishing the educational policies of the public schools of DARTMOUTH;
 - b. The Superintendent of Schools of Dartmouth (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established;
 - c. The administration of public schools of the DARTMOUTH SCHOOL DEPARTMENT have a responsibility for providing education of the highest possible quality;
 - d. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information between the Committee, the Superintendent, and the administrators in the formulation and application of policies relating to wages, hours, and other conditions of employment for the administrators; and so,
 - e. To give effect to these declarations, the following principles and procedures are hereby adopted:

ARTICLE I

Recognition

- A. For the purposes of collective bargaining with respect to wages, hours, and other conditions of employment, the negotiation of collective bargaining agreements, and any questions rising hereunder, the Committee recognizes the Dartmouth Administrators Association as the exclusive bargaining agent and representative of all full-time assistant principals, and those people having full-time administrative positions as employees (as such employees are defined in Chapter 150E of the General Laws of Massachusetts) of the Committee, excepting, however, every such employee who on the effective date of this contract is, or thereafter shall be designated by the Committee as a representative of it for the purpose of such bargaining.

If the collective bargaining law is modified so as to increase or decrease the scope of subjects for bargaining, this Contract shall be amended so as to be consistent with said law.

- B. When a new position is created that is arguably within the bargaining unit, the parties shall discuss the matter. If no agreement is reached as to the unit placement, the parties shall submit the matter to the State Labor Relations Commission for resolution.

ARTICLE II

Grievance Procedure

- A. Purpose

The purpose of the procedures set forth hereinafter is to produce prompt and equitable solutions to those problems which from time to time may arise and affect the condition of employment of the employees covered by this contract. The Committee and the Association desire that such procedure shall be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved; and nothing in this Contract will be construed as limiting the right of any administrator having a grievance to discuss the matter informally with an appropriate member of the Administration, provided any adjustment of the grievance is not inconsistent with the terms of this Contract.

- B. Definition

A grievance is defined to be a question, problem or disagreement which arises concerning (1) the interpretation or application of any provision of this Agreement with respect to wages, hours, or working conditions of an employee or employees covered by it, (2) an alleged violation of any provision of this Agreement.

- C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be

made to expedite the process. The time limits specified may, however, be extended by mutual agreement between the DAA and the School Committee.

In the event a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

Level I

The aggrieved employee shall discuss the grievance with the President of the Administrators Association.

Level II

If not disposed of to the employee's satisfaction by such discussion, the grievance shall be presented in writing by the employee and the President of the DAA to the Superintendent who shall, within ten (10) school days thereafter, meet with the employee and the said President in an effort to settle the grievance.

Level III

If at the end of the ten (10) school days next following such presentation to the Superintendent the grievance shall not have been disposed of to the employee's satisfaction, the employee may within five (5) school days thereafter notify the said President in writing of the employee's desire to have the grievance presented to the School Committee; and within five (5) school days following receipt of any such notice, the DAA shall meet with the said employee to determine whether or not the DAA shall present the grievance to the School Committee.

Level IV

If at the end of the twenty (20) school days next following presentation of the grievance in writing to the School Committee the grievance shall not have been disposed of to the satisfaction of the DAA and if the grievance shall involve the interpretation or application of any provision of this Contract, the DAA may, by giving written notice to the School Committee within the ten (10) school days next following conclusion of such period of twenty (20) school days, present the grievance for arbitration. The DAA may submit the grievance to the American Arbitration Association for arbitration in accordance with the applicable rules of the American Arbitration Association. The employee, the DAA and the Committee agree to accept and ratify the decision of the Arbitration. Any and all costs incurred by the Arbitration shall be shared equally by the DAA and the Committee.

- a. If at the end of the ten (10) school days next following the occurrence of any grievance, or the date of first knowledge of its occurrence by any employee affected by it, the grievance shall not have been presented at Level Two of the procedure set forth in Section 4 above, the grievance shall be deemed to have been waived; and any grievance

in course under such procedures shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified therefore by the said Section 4.

- b. If any employee covered by this Contract shall present any grievance without representation by the DAA, the disposition, if any, of the grievance shall be consistent with the provisions of this Contract; and if the DAA shall so desire, it shall be permitted to be heard at each level of the procedure under which the grievance shall be considered.
- c. No written communication, other document, or record relating to any grievance shall be filed in the personnel file maintained by the School Department for any employee involved in presenting such grievance.
- d. For the period from the close of school in June to the reopening in September, five (5) days shall be added to all time periods in the Article, and all time limits shall be based on calendar days.

ARTICLE III

Salaries

The Salaries of all persons covered by this agreement are set forth in the Salary Schedule, which is attached hereto and made a part hereof.

ARTICLE IV

Work Hours and Work Load

- A. The work year of all persons covered by this agreement is set forth in the Salary Schedule, which is attached hereto and made a part hereof.
- B. Unless excused by the Superintendent or his/her designee, assistant principals are to report a minimum of one-half hour before school opens in the morning and remain a minimum of one-half hour after school closes in the afternoon. It is therefore understood that the times indicated above are minimums and that the persons covered by this agreement are expected to stay beyond this time if professional responsibilities so require; however, persons covered by this agreement are not expected to regularly extend their workday to attend to matters that are clearly out of his/her field of responsibility; i.e., custodial and security matters that are normally the responsibility of the custodial and maintenance staff.

The administrative work year will include time devoted to the effective opening and closing of school (and the summer work check list) and the requirements and procedures shall be developed cooperatively by the Superintendent and/or his/her designee with the persons

covered by this agreement. This includes the scheduling of administrative workshops of system-wide concern.

C. Administrators may also be required to:

- a. serve on system-wide or level-wide committees, no more than one at a time unless the individual volunteers to do so; Chairmanship of such committees shall always be voluntary;
- b. attend all afternoon and evening meetings within the building that require his/her presence or that of his/her designee;
- c. attend regularly scheduled single session explanatory-type meetings called by the Superintendent or his/her designee;
- d. attend meetings called by the Superintendent or his/her designee because of emergency or exceptional circumstances.

D. Discretionary Time: As compensation to administrators for their numerous extended work days, evening hours and emergency calls, each administrator shall be granted two "discretionary" days per contract year. Administrators will request these days in advance, through the district's electronic absence approval system, for approval from his/her immediate supervisor. Whenever possible, in emergency situations a telephone call to the Superintendent, his/her designee, or the immediate supervisor, followed by the necessary paperwork will suffice. It remains the responsibility of the administrator to make arrangements and inform the Central Office that their respective buildings will have administrative coverage.

ARTICLE V

Informal Discussion

It is agreed that direct dialogue between the Committee and the administrators is desirable. Upon request by administrator representatives, there will be up to four (4) meetings during the school year between the Committee and administrator representatives at which time matters of mutual concern shall be discussed; provided, however, that these meetings shall not be used to discuss grievances arising under Article II or to negotiate modifications or additions to this agreement.

ARTICLE VI

Administrator Employment

The School Committee's policy of nondiscrimination will extend to students, staff, the

general public, and individuals with whom it does business. No person shall be excluded from or discriminated against in admission to a public school of any town or in obtaining the advantages, privileges, and courses of student of such public school on account of race, color, sex, religion, national origin, sexual orientation or disability. If someone has a complaint or feels that they have been discriminated against because of their race, color, sex, religion, national origin, sexual orientation or disability, their complaint should be registered with the Title IX compliance officer.

ARTICLE VII

Transfers

- A. Definition: A transfer is defined as a change in the building assignment of an administrator.
- B. When a reduction in the number of administrators in a system is necessary, volunteers will be given first consideration for transfer. Administrators being involuntarily transferred as a result of a reduction in staff at a particular school or schools will, subject to the qualifications for the position, be given preference in filling vacancies over new employees.
- C. In determining the order in which involuntary transfers are made, seniority shall govern except in cases where the Superintendent determines that school system needs require an alternate procedure. Continuous employment in the Dartmouth Public Schools, including period of leaves of absence shall be used to compute the length of service for such purpose.
- D. A list of open positions in other schools will, upon request, be made available to all administrators being transferred. Except as herein before specifically provided, in filling open positions, seniority shall govern except in cases where the Superintendent determines that school system needs require an alternate procedure. Continuous employment in the Dartmouth Public Schools, including period of leaves of absence shall be used to compute the length of service of such purpose.
- E. Notice of transfer will be given to administrators as soon as practicable and under normal circumstances not later than the second week in June.
- F. Administrators desiring a transfer will submit a written request to the Superintendent stating the assignment preferred. Such request must be submitted as early as possible between September 1 and April 1 each school year. Requests must be renewed each year. All requests will be acknowledged in writing. The above does not supersede the requirements for posting as set forth in Article VIII.
- G. An involuntary transfer will be made only after a meeting is held between the involved employee and the Superintendent of Schools.

- H. If the Committee creates a new administrative category, the DAA shall be notified of these plans and provided with the opportunity to provide input into the salary and conditions of employment for that new position.

ARTICLE VIII

Vacancies and Promotions

- A.
 - 1. All vacancies and promotional positions shall be posted in the office of each school and sent out via email to bargaining unit members. Such notices shall include the qualifications for the position and, so far as has been established, the salary and a description of the duties of the position. Promotional positions shall be understood to include any administrative position in the school district that would provide for an increase in compensation.
 - 2. Such notice shall be emailed to each bargaining unit members' work email as far in advance as practicable, ordinarily at least fifteen (15) days before the final date when applications must be submitted, and in no event less than five (5) school days before such a date.
 - 3. Notice of a vacancy shall not be advertised outside the school system before it is emailed pursuant to Section A.2 above.
 - 4. Administrators who desire to apply for such vacancies shall submit their applications in writing to the Superintendent in accordance with the conditions specified.
- B. Once the qualifications for a particular vacancy have been posted, they will not be changed unless the Association has been notified of such changes and the reasons therefore.

ARTICLE IX

Administrator Evaluation Within Guidelines of the State

It is agreed that a mutually acceptable administrator supervision and evaluation instrument was approved at the School Committee Meeting on July 25, 2005.

- 1. Administrators will have the right, upon written request and by appointment within a reasonable time, to review the contents of their personnel file.
- 2. No material derogatory to an administrators' conduct, service, character, or personality will be placed in his/her personnel file unless the administrator has had the opportunity to review such material. The administrator will acknowledge that he/she has had the right to review such material by affixing his/her signature to the copy, with the express understanding that such signature in no way indicates agreement with the contents thereof. The administrator will also have the right to submit a written answer to such

material, and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

3. A. No less than ten (10) school days before the School Committee is to make its final decision not to renew the Contract of an administrator without professional status for any reasons including reduction in force, the administrator will be informed by the Superintendent that there are strong indications that he/she will not be recommended for Contract renewal. The administrator will then have the right to submit a written statement to be read by the Committee before it makes its final decision.
- B. Any complaint regarding an administrator made to a member of the central administration or School Committee by a parent, student or other person, which is deemed serious enough to require action will be reviewed with the administrator within five (5) days of the determination to take action.
- C. The Association recognizes the authority and responsibility of the central administration for disciplining or reprimanding an administrator for delinquency of professional performance. If an administrator is formally disciplined or reprimanded by a member of the Administration, however, he/she will be entitled to have an officer or a member of the DAA present.
- D. No administrator with professional status will be discharged, disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.
- E. Any administrator evaluation procedure adopted by the Committee shall be presented to the Association for approval prior to adoption. Before the new evaluation procedure is implemented by the Committee, administrators will have an opportunity to read and offer comment on it.

ARTICLE X

Use of School Facilities

- A. The Association will have the privilege of using school buildings for meeting without rental fees but will be responsible for other fees involved. Applications for the building will be made through the Administrative office.
- B. There will be a bulletin board in each school building and said bulletin board will be available to the officers of the Association or their designees (and the Administration) for displaying notices, circulars and other professional materials. The source of the material, notices, etc., must be readily identifiable.
- C. Officers of the Association or their designees may place notices, circulars, and other material in administrators' mailboxes. The material must bear the signature of stated endorsement of an authorized representative of the Association.

ARTICLE XI

Sick Leave

A. Administrators will be entitled to sick leave as follows:

17 days for 197 day employees
17 days for 202 day employees
18 days for 208 day employees
18 days for 217 day employees

as of the first official day of each school year. Exception: In the case of an administrator joining the Dartmouth staff for the first time and who does not report on the first official day of school because of illness, such sick leave will not become effective until the person actually starts work. The accumulation of sick leave days shall be unlimited. The School Committee may at its discretion grant an additional thirty (30) days in individual cases.

B. The parties agree to abide by the decision of the United States and Massachusetts Supreme Courts interpreting of Federal and State Constitutions, laws and regulations regarding the usage of sick leave for maternity.

C. Administrators may be required, at the discretion of the Superintendent, to furnish a certificate from an attending physician when sick leave extends beyond three (3) consecutive school days. In the case of frequent absences because of sickness, the superintendent may request that the individual furnish a certificate from a physician. The committee reserves the right to have an independent physician examine any administrator taking sick leave, at the Committee's expense, whenever in its opinion the administrator may not be entitled to sick leave benefits. The administrator shall have the right to present to the independent physician written statements from his/her personal physician or to have his/her personal physician in attendance at any required examination. The opinion of the independent physician shall be final.

D. Each administrator shall receive, prior to the opening of school in September, a notice giving the number of days' sick leave which he/she or she has accumulated to that time.

E. The Administrators' sick leave bank will be available for use by eligible members of the professional staff covered by this Agreement who have exhausted their own sick leave and who have serious illness shall be continued.

At the beginning of this contract, members of the professional staff covered by this agreement shall each contribute four (4) of their annual days of sick leave in order to fund the bank. The bank shall be maintained at a minimum of four days per professional staff member after the first two years of maintenance. A maximum shall be four days per professional staff member.

The initial grant of sick leave by the sick leave bank committee to an eligible employee shall not exceed eight days.

Upon completion of the eight (8) day period, the period of entitlement may be extended by the sick leave bank committee upon demonstration of need by the applicant.

The sick leave bank shall be administered by a sick leave bank committee consisting of four (4) members. Two members shall be designated by the Superintendent to serve at its discretion and two (2) members shall be designated by the Association. The sick leave bank committee shall determine the eligibility for the use of the bank and the amount of leave to be granted. The following criteria shall be used by the committee in administering the bank and in determining eligibility and amount of leave:

1. Adequate medical evidence of serious illness;
2. Prior utilization of all eligible sick leave;
3. Length of service in the Dartmouth School System.
4. Other extenuating circumstances.

If the sick leave bank is exhausted, it shall be renewed by the contribution of one additional day of sick leave by each member of the professional staff covered by this Agreement. Such additional days will be deducted from the Administrators annual days of sick leave. The sick leave bank committee shall determine the time when it becomes necessary to replenish the bank.

The decision of the sick leave bank committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.

- F. Upon termination of service after ten (10) years of employment, an administrator shall be paid fifteen dollars (\$15.00) per day for each of their first fifty (50) days of unused accumulated sick leave, and twenty dollars (\$20.00) per day for each of their next one hundred (100) days of unused accumulated sick leave.

ARTICLE XII

Temporary Leaves of Absence

- A. Administrators will be entitled to the following temporary leave of absence with pay each school year:
 1. Each member of this bargaining group who works a work year of 197 or 202 days may receive up to a total of two (2) days for personal, legal, business, household or family matters which cannot be taken care of other than during school hours and provided that

except in emergency situations, advance notice is given to the Superintendent. Members who work a 208 or 217 day work year shall receive three (3) days for the above purposes and with the same conditions. When a day is requested without advance notice, the specific reason for the request and a brief explanation of the emergency must be provided. Unused personal days may accumulate from year to year to a maximum of five. Accumulation of unused days shall take place on the basis of one per year until the maximum number is reached.

2. At least two (2) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature. The selection of places to visit shall be subject to the approval of the Superintendent or his designee. An evaluation report may be required by the Superintendent within one week. It should be routed through the building principal or appropriate director.
 3. Up to four (4) days for each death in the immediate family. The immediate family is considered to consist of the spouse, child, parent, sibling, grandparent, grandchild of the administrator and/or his/her spouse, and any other person residing in the household of the administrator.
 4. One (1) day for each death of a member of the family not considered immediate as listed above or for the death of a friend. This provision shall apply to the death of a friend only once per school year.
 5. A maximum of ten (10) days per school year will be allowed persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations definitely cannot be fulfilled on days when school is not in session. Administrators will be paid the difference between their regular pay and the pay which they receive from the State or Federal government.
 6. Up to three (3) days for religious observance if said observance prohibits the administrator from working on said day.
 7. Up to two (2) days for illness or health related needs of the administrator's family. Additionally, persons covered by this contract may also use two (2) of their own accumulated sick leave days per school year for illness or health related needs of their family.
 8. For days required to serve on Jury Duty. In cases where the administrator receives compensation for Jury Duty, the administrator shall be paid the difference between regular compensation from the Dartmouth Public Schools and the compensation received from Jury Duty. Travel allowance is not considered compensation paid by the court. Administrators will try to have jury duty scheduled when school is not in session.
- B. Leaves taken pursuant to Section A will not be subtracted from sick leave, unless indicated above.

ARTICLE XIII

Tenured Administrators' Leaves of Absence

- A. The Committee agrees an administrator with professional status may, upon request, be granted a leave of absence for up to two (2) years without pay for the purpose of holding an elected position or office in a professional association (state or national). Upon return from such leave, an administrator will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent during the period of such leave.
- B. A leave of absence without pay of up to two (2) years will be granted to any administrator with professional status enrolled full time in an accredited college or university for graduate study in the individual's field of instruction, if such study will directly benefit the school system. Upon return from such leave, an administrator will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent during the period of such leave. Such leaves will be granted on a school basis unless the Committee feels it would be in the best interest of the school system to allow them to begin or end in mid-year.
- C. A leave of absence without pay of up to two (2) years will be granted to any administrator with professional status who joins the Peace Corps, Vista or overseas dependents' school or serves as an exchange administrator and is a full-time participant in either of such programs. Request for such leave must be made by the April 15th prior to the first school year for which the leave is requested and must be accompanied by a written commitment from the above named agencies. Upon return from such leave, an administrator will receive credit for up to two (2) years if the functions performed warrant such credit. It is understood that no more than two (2) tenured administrators can be absent under this provision at any given time.
- D. Military leave will be granted for up to two (2) years (or longer if a tour of duty is involuntarily extended) to any administrator with professional status who is drafted into any branch of the armed forces of the United States. Upon return from such leave, an administrator will be placed on the salary schedule at the level he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence up to a maximum of three (3) years.
- E. Maternity leave shall be granted in compliance with Massachusetts General Laws, Chapter 149, Section 105D. The period of disability will be determined by doctor certification and limited to the period of time the employed was disabled and unable to work. Such leave will be charged to sick leave benefits as established under Article XI, Section A. A maternity leave of absence without pay of up to two (2) years will be granted to a pregnant administrator. An administrator who is pregnant may remain in active service until the termination of her pregnancy, provided that, as the end of the fourth month of pregnancy, she must furnish an appropriate medical certificate of her fitness to continue her position. In subsequent months, an administrator may be required to furnish further medical certification and at the end of the seventh month of pregnancy, the administrator must

submit a written statement from her physician indicating how long she may safely continue her active employment prior to the expected date of confinement; and provided further that an administrator may be required to begin her leave under this Article if the Superintendent determines that she is not adequately performing the duties of her position. A physician's certificate of fitness may be required before an administrator may return to her position.

- F. An administrator with professional status who adopts a preschool child shall, upon request, be allowed an unpaid leave of absence of one (1) year for the purpose of child rearing for the year immediately following the adoption. In the event the leave of absence would expire during a school year, the administrator may not return during the school year without the approval of the Superintendent of Schools. If the Superintendent does not approve a return to school during mid-year, the administrator shall be reinstated the following September.
- G. Special unpaid leave for the purpose of caring for a newborn infant shall be granted to a male administrator with professional status, provided the administrator is the parent of the child or has the legal responsibility for the care and/or support of the child. Such leave shall be for a period of one (1) school year and begin on September 1.
- H. An administrator who is on maternity leave shall not be entitled to accrue paid sick leave or other benefits during the period of such leave. The parties agree to abide by the decisions of the United States Supreme Court interpreting the Constitution and Federal laws and regulations established under such laws regarding usage of sick leave for maternity. Upon return from a maternity leave of absence, an administrator shall return to the appropriate step on the salary schedule. An administrator shall be restored to her regular position in the September or the mid-term, whichever occurs first, following one (1) year from the termination of her pregnancy. If an administrator elects not to return at that time, she may return at a subsequent September or mid-term period (up to two (2) years) from the time of the commencement of her leave provided a position for which the administrator is qualified is available.

If no position is available, the administrator shall be assigned to the first available vacancy for which she is qualified within the two (2) year limitation previously set forth in this section.

An administrator on maternity leave will notify the Superintendent in writing of her intention to return to school the following September by March 15 or within four (4) weeks following the termination of the pregnancy whichever is later.

- I. A leave of absence without pay or increment of up to one (1) year will be granted to an administrator with professional status for the purpose of caring for a sick member of the administrators' immediate family. The Committee has the right to ask the administrator to furnish appropriate medical evidence.

- J. After attaining professional status in the DARTMOUTH School System, an administrator may be granted a leave of absence, without pay or increment, for up to one (1) year for health reasons. Requests for such leave will be supported by appropriate medical evidence.
- K. Any administrator whose personal illness extends beyond the time compensated by sick leave will, upon furnishing appropriate medical evidence, be granted a leave of absence without pay or increment for up to a remaining portion of the current school year.
- L. Other leaves of absence may be granted by the Committee.
- M. All benefits to which an administrator was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return, and he/she will be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position for which he/she is fully qualified, if available.
- N. All requests for extensions or renewals of leaves will be applied for and reacted to in writing.
- O. By March 15 of each calendar year, all leaves of absence personnel must communicate in writing to the Superintendent of Schools, their intent to return for the next school year, their intent not to return for the next school year or their request to extend their leave.
- P. Persons covered by this contract who are granted leaves of absence pursuant to this Article may be required by the Committee to enter into a written agreement stating the terms of the granting of the leave including but not limited to a provision which would indicate that if appropriate notices were not given to the Committee by the administrator, or if the administrator does not return to his/her employment at the start of the next school year (unless a request to extend the leave has been granted), the administrator would be deemed to have resigned.

ARTICLE XIV

Sabbatical Leaves

Upon recommendation by the Superintendent of Schools, a sabbatical leave may be granted by the Committee to members of the professional staff covered by this Contract. The leave shall be subject to the following conditions:

1. Requests 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.
2. The person will have completed at least seven (7) consecutive full school years of service in the Dartmouth School System prior to start of sabbatical leave.

3. Persons on sabbatical leave will be paid at fifty (50) percent of their regular salary rate, provided that such pay when added to any program grant will not exceed the regular salary rate. It is understood that the salary allotment provided by the School Committee will be reduced proportionately.
4. The person will agree in writing to return to employment in the Dartmouth School System for two (2) full years for a full year's leave. In default of completing the service agreement, he/she will refund a sum of money equal to the total compensation received from the Town of Dartmouth while on sabbatical leave. Provided, however, if an administrator defaults for reasons beyond his/her control or if he/she defaults to take a position in another school system where such position would not be covered under the Dartmouth bargaining unit, he/she shall refund a pro-rata share of the sabbatical leave compensation based upon the length of time he/she returned to the Dartmouth School System.
5. Study must be:
 - a. at a college or university acceptable to the Committee
 - b. full-time graduate work as approved by the School Committee
 - c. in the individual's field of instruction, or in an area that will directly benefit the system. Independent research proposals undertaken in cooperation and consultation with the Superintendent will be considered.
6. The recipient of a sabbatical leave will be required to submit to the Committee two (2) progress reports each semester or term.
7. When the sabbatical leave has been completed, the individual shall submit a detailed report upon his/her work to the Committee.
8. The recipient of the sabbatical leave will be given credit on the salary schedule for the period of absence; however, no sick leave or other benefits will be earned during said absence.

ARTICLE XV

Professional Development and Educational Improvement

The Committee and Association agree that if administrators are to maintain their competence as educators and to contribute optimally to the Dartmouth educational program, particularly in such a rapidly changing world and as members of a profession whose responsibilities are ever-widening, members of the Association should undertake professional development on a continuing but reasonable basis. With this in mind, the following conditions are agreed upon:

- A. The Committee will pay the cost of tuition for in-service courses or courses at accredited colleges, universities or professional training schools which are taken at the written request of the Superintendent of Schools and with the approval of the Committee.

The Committee will pay up to one-half the cost for certification programs at accredited colleges or universities which are taken at the request of the Superintendent and with the approval of the Committee. The administrator will agree in writing to complete the prescribed certification program and remain in the employ of the Dartmouth Public Schools for three (3) years after the program's completion. In default of completing the agreement, the administrator will refund a sum of money equal to the total program contribution received from the Committee.

- B. The Committee will pay the reasonable expenses (including fees, meals, lodging, and transportation) incurred by administrators who attend workshops, seminars, conferences or other professional improvement sessions at the written request of the Superintendent.

Contingent upon available funds in the current school budget, the Committee will appropriate up to \$4,500 to reimburse bargaining unit members for reasonable expenses incurred by administrators who attend workshops, seminars, conferences or other professional improvement sessions which relate to the administrators area(s) of responsibility approved by the Superintendent. Such approval will not be unreasonably withheld. The opportunity to attend national, out-of-state conferences will be limited to a maximum of three unit administrators each year, and all members of the unit shall have an equitable opportunity to participate in such activities.

Within seven (7) days, participants in the aforementioned workshops, seminars, etc., will be required to submit a written report of their observations unless previously excused from doing so by the Superintendent.

The Committee will reimburse up to \$1000.00 annually, reasonable expenses (including fees, meals, lodging, and/or transportation) incurred by administrators who attend workshops, seminars, conferences or other professional improvement sessions that are a part of an individual professional development plan that supports building and/or system professional development goals and has been acknowledged by the building principal and approved by the Superintendent. In the alternative, the Committee will reimburse up to \$600.00 annually, for the actual costs of one (1) or more courses at an accredited college or university, to administrators who attend such courses that are part of an individual professional development plan that supports building and/or system professional development goals and has been acknowledged by the building principal and approved by the Superintendent.

Requests for reimbursements must be made prior to June 30th. Those received after June 30th for the prior year cannot be processed.

The proper documentation for professional workshops/courses taken in July and August must be submitted no later than Dec. 1 of the same year. Reimbursement requests received after

this period will not be processed.

Participants in the aforementioned workshops, seminars, courses, etc., may be required to submit a written report of their observations unless previously excused from doing so by the Superintendent.

- C. The Committee shall pay the cost up to \$400.00 annually, for one individual membership for each member of the unit in a professional organization which is related to the administrators' primary duties.
- D. Any approved professional development or educational improvement reimbursement requests must be submitted within the fiscal year (July 1 through June 30) that the activity took place in order to qualify for reimbursement.

ARTICLE XVI

Insurance, Annuity, and Credit Union

- A. 1. The Town of Dartmouth will pay the maximum percentage permitted by Town Meeting enactment or referendum of the costs of the following types of insurance coverage:
 - a. A \$10,000 term life insurance plan of the type presently available to administrators
 - b. Individual or family coverage, whichever applies in the particular case, for Blue Cross/Blue Shield or any other suitable carrier selected by the Town of the type presently available to administrators.
- 2. In the event an administrator resigns from the School System after June 1 but prior to September 1, the administrator will be entitled to all benefits available to resigned employees under the prevailing health insurance contract.
- 3. Administrators will be eligible to voluntarily participate in a "Tax Sheltered" Annuity Plan established pursuant to M.G.L. Chapter 71, Section 37B and a Credit Union on a payroll deduction basis.

ARTICLE XVII

Dues Deduction

- A. The Committee agrees to deduct from the salaries of its employees dues for the Dartmouth Administrators Association as said administrators individually and voluntarily authorize the Committee to deduct and to transmit the monies promptly to such Association.

- B. The Dartmouth Administrators' Association named in Section A will certify to the Committee in writing the current rate of membership dues. The Committee will be given thirty (30) days written notice prior to the effective date of any change in membership dues.
- C. Deductions shall be made weekly from November until June.
- D. No later than October 15 of each year, the Committee will provide the Association with a list of those employees who have voluntarily authorized the Committee (such authorization to be stated prior to September 30) to deduct dues for any of the Associations named in Section A above. The Committee will notify the Association monthly of any changes in said list. Any administrator desiring to have the Committee discontinue deductions he/she has previously authorized must notify the Committee and the Association concerned in writing by September 30 of each year for that school year's dues.
- E. The Association shall indemnify and save the Committee and/or the Town harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this Article.
- F. It is agreed that the School Committee accepts payroll deductions for the purpose of a credit union. This provision will take effect and become part of the contract if the Town Treasurer agrees to implement payroll deductions for the individual Credit Union accounts.

ARTICLE XVIII

General

- A. There will be no reprisals of any kind taken against any administrator by reason of his/her membership in the Association or participation in its activities.
- B.
 - 1. If negotiation meetings between the Committee and the Association are scheduled during a school workday, appropriate representatives of the Association will be relieved from all regular duties without loss of pay as necessary in order to permit their participation in such meetings.
 - 2. Should a grievance reach arbitration and should it become necessary for a school representative, member of the DAA or other representative designated by the Association to attend a hearing during a school day, he/she will, upon notice to his/her principal or immediate superior and to the Superintendent by the President of the DAA or his/her designee be released without loss of pay as necessary in order to attend said hearing. Any administrator whose appearance in such hearings as witness is necessary will be accorded the same right.

- C. Administrators will be entitled to full rights of citizenship and no administrator will be disciplined or discriminated against with respect to professional employment because of his/her exercise of such rights.
- D. The Committee will, upon request, provide the Association with any non-personal public documents which will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the administrators and their students, together with any other available information which may be necessary for the Association to process grievances under this agreement.
- E. As soon as possible after official School Committee meetings, the Administration will make available to the Association accepted and released copies of minutes of such meetings and all other printed materials that are made available to the public and distributed at such meetings. A copy of the official agenda of any upcoming meetings, and any attached documents of a public nature, shall be transmitted to the President of the Association (or his/her designee) prior to said meetings.
- F. The Association will notify the Superintendent of all upcoming meetings it may have for its full membership. Agendas will be made available as will copies of all printed materials of a public nature distributed to its membership.
- G. The Committee will transmit an electronic version of the Agreement to the Association for distribution to bargaining unit employees as soon as possible after execution.
- H. This Agreement constitutes a part of Committee policy for the term of said Agreement, and the Committee and Association will carry out the commitments contained herein and give them full force and effects as Committee and Association policy. The Committee will amend its Administrative Regulations and take such other action as may be necessary in order to give full force and effect to the provisions of this agreement.
- I. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provision or applications will continue in full force and effect.
- J. The Association shall furnish the Superintendent with a list of its officers and members and as soon as possible, notify the Superintendent in writing of any change herein.
- K. The Committee shall furnish the Association with the names of any person or persons empowered by it to conduct negotiations with the Association.
- L. This Agreement is subject to all applicable Federal, State and Local Laws now or hereafter in effect and to rulings of the Massachusetts Board of Education having the effect of law.
- M. Administrators who live outside Dartmouth may enter their offspring into the Dartmouth Public Schools tuition free.

N. Pursuant to the provisions of Section 12, of Chapter 150E of the Commonwealth of Massachusetts, it is agreed that:

1. As a condition of his/her employment while this agreement shall continue in effect, every employee covered by this agreement, who is not a member of the Association, shall pay, or by payroll deduction shall have paid to the Association, an Agency Service Fee equal to costs for negotiation and administration of the Agreement up to 100% of the dues of the Dartmouth Administrators' Association.
2. Payment of the Agency Fee shall be in accordance with the schedule established for payment of Association dues and the dues of other professional organizations required for Association membership provided, however, that in no case shall such payments be required before the 30th day next following the date of the beginning of the employee's employment.
3. Prior to October 1 of each year, the Treasurer of the Association will submit a letter to the Town Treasurer and to the Superintendent of Schools certifying the amount of dues for the current school year.

ARTICLE XIX

Reduction in Force

In the event it becomes necessary to make full or partial reduction in staff within the school system, to the extent provided by statutes, then no tenured administrator shall be laid off if there is a non-tenured administrator serving in a position that an administrator with professional status is qualified to fill.

In determining the order in which an administrator with professional status shall be laid off, administrative seniority, level(s) of previous experience within the system, and certification(s) shall govern within the bargaining unit except in cases where the Superintendent determines there is a significant difference in performance during the most recent three-year period including the year in which the layoff decision is made or system needs require a specific alternative. Continuous employment in the Dartmouth Public Schools including period of leaves of absence shall be used to compute the length of service for such purposes.

Administrators who are on lay-off because of reduction in staff shall, for the first two years after the effective date of lay-off, retain recall rights to fill vacancies and new positions within the administrative unit from which they were laid off.

The status of administrators with respect to professional status shall not be altered by a layoff. Administrators with professional status who are recalled shall be recalled with professional status and administrators without professional status shall be credited with all prior service within the system for purposes of establishing three years of continuous service toward

professional status. All administrators, if recalled, will be credited with all benefits accrued up to the time of layoff.

ARTICLE XX

Strike

During the withdrawal of services by an employee group, the Administrators will do everything within their power to protect and guide the students who report to school, maintain communications within the community among parents, teachers and the public and seek through reasonable methods to protect school property.

ARTICLE XXI

Payment of Accumulated Unused Benefits to the Beneficiary of the Estate of a Deceased Administrator

The Committee agrees to pay any and all accumulated vacation and sick leave benefits to the beneficiary or estate of an administrator who dies while serving as an administrator or employee of the Dartmouth Public Schools.

ARTICLE XXII

Duration

The provisions of this Agreement shall be effective on July 1, 2011 and will continue in full force and effect through June 30, 2014 and shall be automatically renewed from year to year unless by October 1 in any succeeding year, either party notifies the other in writing of its desire to terminate this Agreement and by November 1, submit in writing proposed modifications.

IN WITNESS WHEREOF the parties to this Agreement have caused these presents to be executed by their agents hereunto duly authorized, and their seals to be affixed hereto, as of the date first above written.

Dartmouth School Committee

Dartmouth Administrators Association

Date:

Appendix

1. Longevity

No. of Years	2011-2012	2012-2013	2013-2014
15 years	1,500	1,500	1,500
20 years	1,600	1,600	1,600
25 years	1,700	1,700	1,700
30 years	1,800	1,800	1,800

- 2 Administrators shall be paid on a fifty-two (52) week basis. Administrators whose work year is less than 222 days will be paid weekly during the school year and receive a lump sum payment during the second week after the close of school equal to the balance of their annual salary. Payroll shall be processed through direct deposit.
3. Additions to and deductions from administrators' salary shall be made at the per diem rate.
4. Administrators with twenty (20) years of service in the Dartmouth School System will be entitled to a salary increase of \$500 over and above the applicable step in the then existing salary schedule in the final year before retirement. In order to receive such adjustment in salary schedule, the administrator must notify the Committee in writing of his/her intention to retire by October 1 of the school year at the end of which the administrator intends to retire.
5. Administrators with twenty-five (25) years of service in the Dartmouth School System shall receive \$1,000 in accordance with the provisions set forth above.
6. Before May 1 of the year of retirement, the administrator must submit satisfactory evidence that notice of retirement has been given to the Massachusetts Teachers Retirement Fund. Failure to submit such evidence will result in the deduction of \$500 from the succeeding paychecks.
7. A one time payment of \$2,500 will be paid to each administrator upon leaving the bargaining unit. This payment can only be made to individuals who employed by the Dartmouth Public Schools as of June 30, 1992 and who are, at the time of leaving, covered under this Agreement.
8. Holidays: Administrators will be provided with paid holidays consistent with Building Principals.