



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

WHITMAN-HANSON REGIONAL SCHOOL COMMITTEE

AND

WHITMAN-HANSON EDUCATION ASSOCIATION

**UNIT B  
ADMINISTRATORS**

**CONTRACT PERIOD  
JULY 1, 2018 TO JUNE 30, 2021**

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## **PREAMBLE**

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, THIS CONTRACT IS MADE by and between the WHITMAN-HANSON REGIONAL SCHOOL COMMITTEE (hereinafter sometimes referred to as "the Committee") and the WHITMAN-HANSON EDUCATION ASSOCIATION hereinafter, sometimes referred to as "the Association").

## **ARTICLE I**

### **DEFINITIONS**

#### **Where the words are used in this Agreement:**

"Committee" refers to the Whitman-Hanson Regional School Committee or its designee;

"Association" refers to the Whitman-Hanson Education Association;

"Unit B" refers to the members of the professional administrative staff of the Whitman-Hanson Regional School District covered by this Agreement;

"Superintendent" refers to the Superintendent of the Whitman-Hanson Regional School District or his/her designee;

"Gender and Number" - the masculine, feminine and neuter gender as used in this Agreement import one another, and the single shall include the plural whenever applicable.

## **ARTICLE II**

### **RECOGNITION**

The Whitman-Hanson Regional School Committee recognizes the Whitman-Hanson Education Association as the exclusive bargaining representative for UNIT B (the "Administrators"), which shall consist of all Assistant Principals, Academic Curriculum Chairs, Foreign Language/Business Related Arts Chair, Elementary Curriculum Coordinator, Director of Counseling Services, Athletic Director, Special Education Chair, Dean of Students, and Supervisor of Attendance; and excludes the Superintendent, Assistant Superintendent, Director of Student Services, Principals, and all others. Notwithstanding this clause, the Committee and the Union reserve their right to challenge the placement or non-placement of any new administrative position in this unit.

### **ARTICLE III**

#### **MANAGEMENT RIGHTS**

Subject only to the express provisions of this Agreement, the right and responsibility to operate, manage and control the public schools and the educational activities within the District and the right to direct and control the work of the employees and the use of its properties and facilities are vested exclusively in the Committee/Superintendent. These rights, whether exercised or not, include without being limited to all the rights and powers given to the Committee/Superintendent by law, the right to select, employ, test, train, assign, transfer, promote and direct the work of the Administrators and to periodically evaluate and determine their qualifications; to organize the administrative/supervisory staff and to establish, change and discontinue their duties including the right to introduce, change, and discontinue improved and experimental methods, facilities, operations, processes, services and techniques; to discipline, suspend, or dismiss Administrators in the manner provided by law and to limit Whitman-Hanson Education Association ("WHEA") activities, the distribution of literature, and solicitation for money or other purposes during working hours and on the premises under the control or supervision of the Committee/Superintendent; to obtain from any source and to contract and subcontract for materials, services, supplies and equipment; to establish and change any form of employee benefits in excess of or in addition to those provided in this Agreement; to establish, modify and enforce policies and regulations regarding studies, curriculum, conduct, library and reference facilities, textbooks, discipline, schedules, and safety regulations; to control, direct, and change facilities and services for the use or benefit of the employees and all other rights pertaining to the operation and management of the District and the establishment and change of conditions of employment not specifically given in this Agreement to the WHEA or to the Administrators, provided however that none of these rights shall be exercised by the Superintendent contrary to any express provisions of this Agreement.

The failure by the Committee/Superintendent to exercise any of the rights as provided in this Article shall not be construed as a waiver of these rights. The exercise by the Committee/Superintendent of any of the rights as provided in this Article shall not be subject to the grievance or arbitration procedure as provided in Agreement.

Except as otherwise specifically provided in this Agreement and except when the WHEA is notified otherwise, in writing, the Committee designates the Superintendent as the agent of the Committee with respect to all matters pertaining to the administration of the provisions of this Agreement.

### **ARTICLE IV**

#### **GRIEVANCE PROCEDURE**

##### Section A - Purpose

The purpose of the grievance procedure is to produce prompt and equitable solutions to those problems which from time to time may arise and affect conditions of employment of the employees covered by this Agreement. The grievance procedure is the exclusive method for the adjustment, processing and settlement of a grievance. The District and the Association desire that such procedures shall be as informal as may be appropriate for the grievance involved at the procedural level involved.

The parties to this Agreement agree to observe and follow the procedure prescribed in this Article and any determination or decision which is made in accordance with said procedure shall be binding upon the parties to the Agreement.

## Section B - Definitions

1. A “grievance” is defined as a claim or a dispute between the Administration and/or the District and a professional employee, group or class of employees or the Association which involves the interpretation, application of or compliance with the provisions of this Agreement or any amendment or supplement thereto.
2. A “grievant” may be an individual employee, a group or class of employees, or the Association.
3. “Days” shall mean employee work days except during summer recess, when “days” shall mean when the Central Administration Office is open.
4. “Association” shall mean the Whitman-Hanson Education Association.

## Section C –Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified, however, may be extended by mutual agreement. Any extension shall be agreed to in writing.
2. A grievance which is not presented by an employee to the Principal within (20) days after the occurrence or the date of first knowledge of the occurrence of the grievance, whichever is later, shall be deemed to have been waived.
3. A grievance which involves a group or class of employees or the Association or which results from the action of the Superintendent or the District may be initiated at Step Two within (20) days after the occurrence or the date of first knowledge of the occurrence of the grievance, whichever is later.
4. Failure on the part of the District or its representatives to respond to a grievance within the time limits specified below shall mean that the grievance may be taken to the next level.

## Section D – Procedure

1. A grievant may be represented at all stages of the grievance procedure by the Whitman-Hanson Education Association. An employee may present a grievance to the employer and have such grievance heard without intervention by the Association, provided that the Association is afforded the opportunity to be present at such meetings and that any adjustment made shall not be inconsistent with the terms of the agreement then in effect between the employer and the Association.

## 2. Levels of the Procedure

Level One: The grievance shall be filed by the grievant, in writing, with the Principal, and thereafter there shall be a prompt meeting with the grievant on the grievance. The written grievance shall state the available facts concerning the alleged grievance, the provisions or provisions of the Agreement allegedly violated and the relief desired.

The Principal shall advise the grievant and the Association, in writing, of the decision concerning the grievance within ten (10) days after the grievance was first presented. In the event of the absence of the Principal, an Assistant Principal shall act on behalf of the Principal, provided, however, that said substitute shall have full authority to resolve the grievance at this level.

Level Two: In the event that a grievance is not settled at Level One, the grievant or the Association may, within ten (10) days after the date of the decision at Level One, submit the grievance, in writing, to the Superintendent of Schools.

Within ten (10) days after receipt of the written grievance, a meeting will be held between the grievant and the Superintendent. Within ten (10) days after the conclusion of this meeting, the Superintendent shall advise the grievant and the Association in writing of his/her decision concerning the grievance. In the event of the absence of the Superintendent, his/her designee shall act on his/her behalf and have the authority to resolve the grievance at this level.

Level Three: In the event that the Level Two decision is not satisfactory, the grievant or the Association may, within ten (10) days after the date of said decision, forward the grievance to the District School Committee. In the event the Committee determines that the grievance is not within its jurisdiction, it shall within 10 days of receipt of the grievance so notify the Association and the Association may then proceed to arbitration in accordance with Level Four.

Within ten (10) days after the receipt of the grievance, no less than three (3) members of the District will meet with the grievant. The District shall, within ten (10) days after the conclusion of the meeting, advise the grievant and the Association, in writing, of its decision concerning the grievance.

Level Four: If the grievance has not been resolved at Level Three to the satisfaction of the Association, the Association may submit the grievance to binding arbitration by sending written notice of submission to arbitration to the District within ten (10) days after receipt of the Level Three response.

Within ten (10) days after such written notice of submission to arbitration, the District and the Association will agree upon a mutually acceptable arbitrator. Said arbitrator will be bound by the Voluntary Rules of the American Arbitration Association. If the parties are unable to agree upon an arbitrator, the Association may submit the grievance to the American Arbitration Association for disposition in accordance with their rules.

The arbitrator's decision will be final, conclusively binding and in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues. The arbitrator will be without power or authority to make any decision which adds to, subtracts from or modifies the terms of this Agreement.

The arbitrator may not award back pay or any other form of compensation beginning earlier than twenty (20) days prior to the filing of the written grievance at Level One. The arbitrator shall have the authority to award compensatory and other damages.

The arbitrator's written award will be submitted to the parties within thirty (30) days after the final submissions.

The cost for the services of the arbitrator, including per diem expenses, if any, will be borne equally by the District and the Association.

#### Section E – General Provisions

1. The District will, upon request, provide the Association with any available information which is neither confidential nor privileged under law which may be necessary for the Association to process grievances.
2. When it is necessary for a representative of the PR& R Committee or other representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during a school day, the Chairperson of the PR&R Committee will notify his/her supervisor and the Superintendent and the employee will be released without loss of pay as necessary in order to permit participation in the foregoing activities, provided the release is not detrimental to the educational program. Any professional employee whose appearance in such investigations, meetings or hearings as a witness is necessary will be afforded the same right. The Association agrees that these rights will not be abused. However, Association business should generally occur outside the school day.

### **ARTICLE V**

#### **COMPLETE AGREEMENT/SEPARABILITY**

**Section 1.** This Agreement incorporates the entire understanding of the Parties on all issues which were or could have been the subject of negotiations. During the term of this Agreement, neither Party shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement, or whether or not within the knowledge or contemplation of either or both of the Parties at the time they negotiated or signed this Agreement. This Agreement may not be modified in whole or in part by the Parties except by an instrument in writing duly executed by both Parties.

**Section 2.** If any provision of this Contract is or shall at any time be determined to be contrary to law by a court or other authority with competent jurisdiction, then such provision shall not be applicable or performed or enforced except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation.

**Section 3.** In the event that any provision of this Contract is or shall at any time be determined to be contrary to law by a court or other authority with competent jurisdiction, then all other provisions of this Contract shall continue in full force and effect.



## ARTICLE VI

### DUES DEDUCTIONS

**Section 1.** The Committee hereby accepts the provisions of Chapter 180, Section 17C, of the General Laws of Massachusetts and, in accordance therewith shall certify to the Business Office of the Whitman-Hanson Regional School District all payroll deductions for the payment of dues to the Association duly authorized by employees covered by this Contract and professional credit unions. Said dues deductions shall be made each payroll following the submission of cards.

**Section 2.** Agency Fee

1. The District agrees to require that all employees, except those employees certified as members to the Committee by the Association, pay annually or by dues deduction to the Association as of the thirtieth (30<sup>th</sup>) day subsequent to the effective date of this Agreement, or thirty (30) days subsequent to the execution of this Agreement, whichever is later, an Agency Service Fee. Said fee shall be in an amount and be implemented as prescribed under G.L. c.150E and the regulations of the Massachusetts Labor Relations Commission. Said amounts will be certified annually to the District by the Association.
  
2. If the individual does not comply within thirty (30) days, and if the Association sends a written request calling for the suspension of the individual to the Superintendent, the Superintendent shall meet with the individual. If the individual still does not comply, he/she will be suspended without pay for five (5) days by the Superintendent on days selected by the Superintendent, with the School Department retaining the unpaid money. Such suspension will not be grievable or arbitrable. No further action will be taken against that individual for that contract year.
  
3. The Association agrees to indemnify and hold harmless the Committee for any action that the Committee takes against any employee to enforce the agency fee provisions of this contract. Specifically, the Association agrees to reimburse the Committee, within thirty (30) days of being informed of the expenditure by the Committee, for all legal fees, costs and damages related to the Committee's enforcement of the agency fee provisions and/or related to litigation that results from the Committee's enforcement of the agency fee provisions.

## ARTICLE VII

### WORK YEAR

The work year for members of the Bargaining Unit shall be as follows:

<b>Position</b>	<b>Work Year (Days)</b>
Assistant Principals- Regional High School, Middle Schools	210
Assistant Principals- Elementary	200/203/205
Director of Counseling Services	210
Athletic Director	210
Curriculum Chair- ELA	195
Curriculum Chair- Foreign Language & Related Arts	195
Curriculum Chair- Health/PE	195
Curriculum Chair - Math	195
Curriculum Chair - Science	195
Curriculum Chair- Social Studies	195
Elementary Curriculum Coordinator	200
Special Education Chair	200
Dean of Students	191

\*Work days can be added or reduced upon review and approval of the Superintendent and in agreement with the Unit B member. Compensation will be adjusted according to the member's daily rate.

## ARTICLE VIII

### ASSIGNMENTS

Administrator assignments will be made without regard to race, creed, color, religion, national origin, age, sex or marital status and the Committee and the Association agree that they will not during the term of this Agreement nor at any other time directly or indirectly or in any manner whatsoever apply or attempt to apply any discipline, discrimination penalty or reprisal against any Professional Employee who engages or refrains from engaging in lawful Association activities.

## ARTICLE IX

### PROFESSIONAL VACANCIES

Notices of all professional vacancies in positions other than the classroom level, if to be filled, shall be posted by the Superintendent by e-mail to all staff and on the Whitman-Hanson R.S.D. web site as far in advance of the probable date of appointment as possible. A job description noting: Title, Reporting Relationship, Job Goals, performance Responsibilities, Qualifications, Terms of Employment and Evaluation shall be included in the notices.

During July and August, all positions will be posted on the WHRSD website, District e-mail, and the WHEA President will be notified of each posting by e-mail.

Administrators will be given the opportunity to make applications for the open professional positions. In selecting an applicant to fill a vacancy as provided in this Article, the Superintendent will give consideration to professional competence and attainment, the length of employment in the Whitman-Hanson Regional School District and such other factors as the Superintendent considers relevant.

A selection by the Superintendent to fill a vacancy in a professional position as provided in this article shall not be subject to the grievance and arbitration procedure.

## **ARTICLE X**

### **PROFESSIONAL DEVELOPMENT**

The Superintendent may require an Administrator to participate in professional development programs and activities that he/she designates. The time spent in attendance at said programs and activities will be credited toward the completion of an Administrator's work year.

## **ARTICLE XI**

### **TEMPORARY LEAVES OF ABSENCE**

#### **Personal Leave**

1. Two (2) days per year accruable to a Maximum of four (4) days. Notification of the need for personal leave shall be submitted by the Administrator to the supervisor up to the day of the requested leave.

Personal Leave not taken in one year shall be accrued to personal leave in the following year to a maximum of four (4) days.

In the case of emergencies, the leave shall be granted without prior notification provided that the Administrator so states in writing, to the Superintendent or his designee, that an emergency condition exists and his/her presence is required to resolve or alleviate the matter. No Administrator shall be required to state the reason for taking personal leave.

Time necessary for appearances in any legal proceeding connected with the employment or with the District, if the Administrator required by law to attend.

#### **Association Leave**

1. Employees who are voting delegates to the MTA Annual Meeting will be granted leave to attend the meeting, provided that the total number of days granted to the Associations for this purpose shall not exceed eighteen (18). The President of the Association will provide advance notice of the designated delegates who will be attending the meeting.

2. Professional days may be granted by the Superintendent to Association representatives to attend other MTA and/or NEA conferences, meetings and conventions.

#### **Leave for School Related Legal Business**

Employees will be given the time necessary for appearances in any legal proceeding connected with the employee's employment or with the District, if the employee is required by law to attend.

**Bereavement Leave**

- 1. In the event that an employee’s spouse, domestic partner, child, parent, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law and sister-in-law, or sibling dies, the employees will be allowed up to five (5) days for the purpose of burial arrangements and related services occurring while school is in session.
- 2. In the event that an employee’s grandparents, grandchild, aunt, uncle, niece or nephew dies, the employee will be allowed up to three (3) days for the purpose of burial arrangements and related services occurring while school is in session.
- 3. The Superintendent may, at his/her discretion, grant bereavement leave in the event of the death of a person other than the relatives described above.

**Military Duty**

Any employee who is a member of a reserve component of the Uniformed Service of the United States or of the State National Guard will be granted leave in accordance with applicable federal and state law. The employee will be paid the difference between their regular pay and the pay which they receive from the State or Federal Government according to M.G.L. c.33, Sections 59A and 60.

**Jury Duty**

An employee required to serve on jury duty shall be paid the difference between regular compensation from the District and compensation received for jury duty upon presentation of documentation of compensation paid by the Court. Travel allowance is not included in the compensation paid by the Court.

**Religious Leave**

Employees will be granted up to three (3) days with pay to observe major religious holy days which obligate the employee to attend religious services during school hours.

**General**

- 1. Leaves taken pursuant to this Article are in addition to any sick leave to which the employee is entitled.

**ARTICLE XII**

**EXTENDED LEAVES OF ABSENCE**

**Leaves for Overseas or Exchanges**

A leave of absence without pay for up to two (2) years will be granted to any Unit B member with professional status who serves as an exchange administrator or an overseas administrator, and is a full-time participant in such programs. Upon return from such leave, a Unit B member will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent. A leave may not be taken under this Article more than once every ten (10) years.

**Military Leave**

Military Leave will be granted to any Teacher upon the terms and conditions required by Law, including M.G.L. c.33, §59, 59A, and 60.

**Parental Leave**

1. An employee is entitled to either a short or long term leave for the purposes of birth, adoption, or placement of a child under the age of 18 or under the age of 23 with physical or mental disabilities. A short term leave may extend for eight (8) or twelve (12) calendar weeks or for the length of the disability. Any two (2) employees of the same employer (WHRSD) shall only be entitled to eight (8) or twelve (12) weeks of parental leave in aggregate for the birth or adoption of the same child. A long term leave may extend through the end of the current school year, the midpoint of the next school year, or the end of the next school year, or as otherwise mutually agreed.
2. Such leave shall be unpaid, except that an employee may during the employee's short term disability period of eight (8) or twelve (12) weeks apply accumulated sick leave. Sick leave shall be allowed only for days that employees would normally be working during the regular work year. The employee who desires to return to work at the end of their disability period may do so.
3. Except in an emergency, notice of anticipated parental leave shall be provided by the employee as soon as practicable, but no less than two (2) weeks prior to the anticipated commencement of the leave. At the time of providing notice of the need for leave, the employee also must provide notice of his/her intent to return at the end of the leave.
4. An employee not otherwise covered by the above subsections of this section shall be entitled to a parental leave, under the same terms and conditions sets forth above, except that the employee shall not be eligible for sick leave, and provided that such leave shall commence immediately following the birth or the arrival in the home of the child to be adopted or placed, unless the employee is required to take time prior to the adoption or placement.
5. In the event that the reason for leave under this section is no longer necessary, then such employee may return to work.

**Family Medical Leave Act:  
Basic Leave Entitlement**

1. An employee who has worked for the District for at least twelve (12) months and completed 1,250 work hours in the twelve (12) months immediately preceding the request for leave is eligible for up to twelve (12) weeks of unpaid leave in a twelve month period (which shall be the contract year) for the following reasons:
  - a. to care for the employee's child after birth, or placement for adoption or foster care;
  - b. to care for the employee's spouse, son, daughter, or parent, who has a serious health condition; or
  - c. a serious health condition that makes the employee unable to perform the employee's job.

**Military Leave Entitlement**

2. Eligible employees whose spouse, son, daughter, or parent is on covered active duty or call to covered active duty status may use their twelve (12) week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to twenty-six (26) weeks of leave to care for a covered service member during a single twelve (12) month period. A covered service member is:

- a. a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retirement list, for a serious injury or illness\*; or

b. a veteran who was discharged or released under conditions other than dishonorable at any time during the five (5) year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness\*.

\* The FMLA definition of “serious injury or illness” for current service members and veterans are distinct from the FMLA definition of “serious health condition.”

### **Benefits and Protection**

3. Group health insurance benefits will be maintained during the FMLA leave with the employer’s contribution rate being the same amount as before the leave began. If FMLA is unpaid, the employee is responsible for submitting his/her portion of the premium to the employer on a monthly basis.

4. Upon return from FMLA leave, employees will be restored to their original or equivalent position with equal pay, benefits, and other employment terms. Use of FMLA will not result in the loss of any employment benefits that accrued prior to the start of the employee’s leave.

5. The employee may use available sick leave if he/she qualifies for the same under Article 15 and such leave shall be used concurrently with the FMLA leave. The employee may also elect to use any other accrued paid leave concurrently with the FMLA leave.

### **Designation of a Serious Health Condition**

6. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevent the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with a least two (2) visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

### **Use of Leave**

7. An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatments so as not to unduly disrupt the employer’s operations. Leave due to a qualifying exigency may also be taken on an intermittent basis.

### **Employee Responsibilities**

8. Employees must provide thirty (30) days advance notice of the need to take FMLA leave when the need is foreseeable. When thirty (30) days’ notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer’s normal call-in procedures.

9. Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider or circumstances supporting the need for military family leave. Employee must also inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

10. Prior to an employee's return from FMLA leave, the Superintendent may require evidence of fitness for duty from the employee's health care provider.

11. Any leave available to an employee under this Agreement shall run concurrently with, not in addition to, FMLA leave.

### **Unpaid Family Medical Leave**

A leave of absence without pay of up to one (1) year will be granted for the purpose of caring for a sick member of the employee's immediate family. The employee must deliver evidence satisfactory to the Superintendent that the leave is necessary. Immediate family shall be defined as parent, spouse, child, step-child, brother or sister. Additional leave may be granted at the discretion of the Superintendent.

### **Unpaid Medical Leave for the Employee**

After five (5) years of continuous employment in the District, an employee may be granted a leave of absence without pay for up to one (1) year for health reasons. Requests for such leave will be supported by appropriate medical evidence.

### **Other Leaves**

Other leaves of absence not to exceed one (1) year may be approved by the Superintendent.

### **Administration of Leaves**

1. An employee returning from leave will be placed on the next step of the Salary Schedule only if he/she was actively employed by the District for more than ninety-one (91) days in the year during which the leave commenced.

2. All benefits to which an employee was entitled at the time his/her leave of absence commenced will be restored to the employee upon return to work. Except for the paid portion of parental leave, if any, additional days will not accrue to employees while on leave.

3. Upon return from a leave of absence, an employee will be assigned to the same position he/she held at the time his/her leave commenced, if available, or, if not, to the most nearly equivalent position which is available at the time of his/her return to work for which the employee is qualified.

4. All leave shall be requested and granted in writing. An employee shall notify the Superintendent of the intention to return from a school year leave not later than April 1, and thirty (30) days in advance for all other leaves. Failure of an employee to provide notice to return from a leave of absence or obtain an extension of such leave of absence shall result in the termination of the employee's employment.

## ARTICLE XIII

### SABBATICAL LEAVE

Sabbatical leaves may be granted for study or travel to a member of the Bargaining Unit by the Superintendent subject to the following conditions:

1. No more than one (1) member of the professional staff will be absent on sabbatical leave at any one time.
2. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be required by the Superintendent no later than December 31, and action must be taken on all such requests no later than April 1 of the school year proceeding the school year for which the sabbatical leave is requested.
3. The Administrator has completed at least seven (7) consecutive full school years of service in the District.
4. Administrators on sabbatical leave shall receive from the Committee fifty (50) percent of the salaries which they would have received if they had remained on active duty.
5. Prior to the granting of sabbatical leave, an Administrator shall enter into written agreement with the District that upon the termination of such leave, he will return to service in the District for a period equal to twice the length of the leave. In default of completing such service, he shall refund to the 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, unless said default is due to illness, disability, discharge, death or other circumstances beyond the control of the individual.
6. Upon his return from sabbatical leave, an Administrator's salary shall be the same as he would have received had the period of leave been spent in the District, and he shall be returned to the same position which he held at the time said leave commenced, if it exists, or, if not, to a substantially equivalent position.
7. When the sabbatical leave has been completed, the sabbatical scholar shall submit a report of his research or study to the Superintendent and/or Committee in such form as may be determined by the Superintendent or his designee.



## ARTICLE XIV

### SICK LEAVE AND SEVERANCE BENEFITS

1. An Administrator who is unable to work because of bona fide illness, non-occupational injury, or the serious illness of a member of his immediate family living in the same household (parent, spouse, child, brother, or sister) shall, upon notification of the office of the Superintendent as soon as possible after the beginning of said illness or injury, receive compensation for sick leave up to a maximum of eighteen (18) days, exclusive of accumulated sick leave, in any school year.

The provisions of this Paragraph shall not apply in the event of illness or injury incurred in the course of gainful employment or self-employment other than as an employee of the Committee or in the event of injury, illness or disability which is self-imposed.

Notwithstanding the fact that sick leave may be taken in advance of being earned, it is expressly understood that sick leave is earned on a pro rata basis. Should an Administrator use sick leave beyond those days to which he is entitled, the appropriate deduction will be made from his final paychecks for that school year. All Unit B administrators are eligible for the teacher's sick leave bank, and participation will be governed by all existing by-laws.

2. An administrator who does not use any sick leave during a full employment year shall be entitled to two (2) days of compensation which shall accrue and be paid as described below. Employees on unpaid leave for disciplinary reasons are not eligible for this benefit in the year of disciplinary leave. Notwithstanding any other provisions of this Agreement, only those years of employment with the WHRSC or the PK-12 WHRSC will be considered when determining the benefits available under this subsection. Beginning July 1, 2016, the (2) days of compensation shall be paid at the end of the school year. Accruals prior to July 1, 2016 will be paid upon retirement or resignation.
3. Upon retirement, death or voluntary resignation, an Administrator who has accruals prior to July 1, 2016, (see above paragraph #2), subject to the provisions of Subsections 3 and 4, be entitled to two (2) days of compensation at his current rate of pay for each full school year of compliance with the provisions of Subsection 2, provided however that in the event of extended illness during his employment, all or a portion of the accrued days leave to which the Administrator is entitled in accordance with this Paragraph may, at his option and upon written notice to the Superintendent, be used as accumulated days of sick leave pay as provided in this Paragraph. In that event, the number of days of compensation to which the Administrator is entitled be reduced by number of days which have been used. Notwithstanding any other provisions of this Agreement, only those years of employment with the WHRSC or the PK-12 WHRSC will be considered when determining the benefits available under this subsection.
4. Sick leave as provided in Subsection 1 applies to an Administrator who has completed one (1) school year of employment and be cumulative to a maximum of three hundred fifteen (315) days, provided, however, that the number of accumulated days of sick leave be reduced by the number of days of sick leave earned in the manner provided in Subsections 2 and 3.

Additions to the amount of cumulative sick leave beginning September 1, 1993, will be based upon the unused cumulative sick leave on that date and will be computed in accordance with the provisions of Subsections 1 and 4.

During the first school year of employment, an Administrator shall earn sick leave at the rate of one (1) day of sick pay for each month of employment subject to a maximum of ten (10) days of sick pay during the first school year. This sick leave may be taken in advance provided, however, that should an Administrator use sick leave days beyond those to which he has become entitled, the appropriate deduction shall be made from his final paychecks for that school year.

5. Upon retirement, death or voluntary resignation after ten (10) years of service to the District, the Administrator or the Administrator's estate will receive one half (1/2) a day's pay at current rate of pay for all unused accumulated sick leave up to sixty (60) days in excess of eighty (80) days unless removed for good cause.

### **SICK LEAVE BANK**

A mandatory sick leave bank will be maintained for use by District employees who have completed one full year of employment. In order to join the Bank initially, an employee shall deposit one (1) day of the sick leave to which they are entitled into the Sick Leave Bank. Employees who have a protracted illness, and who have exhausted the sick leave to which they are entitled, may apply to draw on the Bank. The operation of the Bank shall be carried out in accordance with the following guidelines:

#### 1. Administration of the Bank

- a. The Bank shall be administered by a Sick Leave Bank Committee consisting of three (3) members designated by the Association, one of which shall be a member who is not a part of Unit B, and two (2) members designated by the District.
- b. The decisions of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be by a majority vote of the members and shall be final and binding and not subject to the grievance and arbitration provisions of this Agreement. Any appeal will be limited to an appeal to the Sick Leave Bank Committee itself.

#### 2. Application for Benefits and Criteria for Granting Days

- a. Application to the Sick Leave Bank Committee for benefits must be in writing and must be accompanied by adequate medical evidence of serious illness.
- b. Prior utilization of all eligible sick leave will also be part of the criteria in determining eligibility and the amount of leave.

#### 3. Granting of Days

- a. The number of days requested from the Bank must be specified at the time of the request. It may not exceed thirty (30) days, except in the case of chronic or acute illness of a long term nature, as determined by the sick bank committee. Days granted, but not used, will be returned to the Bank at the end of the school year.
- b. Any request for an extension of days from the Bank will be reviewed by the Sick Leave Bank Committee and decided by a majority vote of the Committee.
- c. No days may be withdrawn from the Bank for any reason other than illness.

d. The number of days granted annually shall not exceed 90 days. Lifetime usage of Sick Leave Bank is limited to 180 days.

#### 4. Funding of the Bank

If the number of days in the Sick Leave Bank drops to below 500 days, each employee shall contribute one (1) additional day of sick leave into the Bank. A maximum of two (2) days per employee per year may be contributed.

### **ARTICLE XV**

### **EVALUATION**

**Section 1.** All monitoring or observation of the work performance of an Administrator will be conducted openly and with full knowledge of the Administrator. The use of eavesdropping, public address or audio system, and similar surveillance devices shall be strictly prohibited. Administrators will be given a copy of any evaluation report prepared by their superiors, and will have the right to discuss such report with their superiors. An unfavorable formal evaluation shall be subject to the grievance procedure but shall not be arbitrable.

**Section 2.** Administrators will have the right, upon request, to review the contents of their personnel file. An Administrator will be entitled to have a representative of the Association Unit B accompany him during such review.

No material derogatory to an Administrator's conduct, service, character or personality will be placed in his personnel file unless the Administrator has had an opportunity to review the material. The Administrator will acknowledge that he has had the opportunity to review such material by affixing his signature. The signing of the material 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 answer shall be reviewed by the Superintendent and attached to the file copy.

**Section 3.** Any complaints regarding an Administrator made to the Superintendent by any parent, student or other person will be promptly called to the attention of the Administrator.

**Section 4.** No Administrator will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without good cause.

**GOOD CAUSE:** As used herein, good cause shall mean any grounds put forward by the Superintendent which are not arbitrary, irrational, unreasonable, in bad faith or irrelevant to the sound operation of the school system. No arbitrator may apply a definition of the words good cause other than the definition appearing immediately above and arbitrable review shall be limited to the question whether such grounds were put forth in good faith.

The parties agree to meet to design and approve of an Evaluation Process which conforms to the new regulations promulgated pursuant to MGL Ch. 71 & 38. The Parties further agree that the evaluation process will be in effect upon separate ratification by each respective party and upon ratification will become part of this Agreement.

## **ARTICLE XVI**

### **RETIREMENT**

Upon retirement from the Massachusetts Teacher Retirement System, an Administrator who has served a total of ten (10) or more years of service at the Whitman-Hanson Regional School District, the Hanson School Department and/or the Whitman School Department in a pay status (years not on leave or sabbatical) and who has reached the age of 55, will receive a one-time separation benefit payable at the time of retirement of Twelve-Thousand Five-Hundred dollars (\$12,500).

Any administrator who attains twenty (20) or more years of service to the Whitman-Hanson Regional School District during the life of this Agreement may, if they so choose, access the Retirement Benefits offered in the Unit A Teacher's Agreement.

An employee, hired prior to July 1, 2016, shall give notice no later than March 1st of the year prior to the year at the end of which the teacher will retire (i.e., at least 16 months prior to retirement) of his/her intent to retire before the beginning of a school year (July 1st) and who has reached age fifty-five (55) and who has taught twenty (20) years in the District shall be eligible to receive a one-time separation benefit payable at the time of retirement. In extenuating circumstances, at the Superintendent's discretion, an employee may give notice after the March 1st date but in no event later than June 30th of the year prior to the year in which the teacher will retire (i.e., at least 12 months' notice). This benefit shall be computed on the basis of the difference between the employee's applicable base salary at the time of retirement and the applicable base salary at Step Five of the appropriate column (degree level) as provided in the Salary Schedule. If the employee so chooses, this benefit may be calculated on the basis of one hundred (\$100.00) dollars times the number of years of continuous professional employment. M+15: Starting in FY 2020-2021, the retirement benefit for employees in the M+15 column shall be computed on the basis of the difference between the employee's applicable base salary at the time of retirement and the average of M and the M+30 columns at step 5. B+30 Column will stay in existence until all grandfathered employees have moved a column or retired.

The above benefits shall be available to those Unit B members hired prior to July 1, 2016, who shall give notice no later than March 1 of the year prior to the year at the end of which the teacher will retire (i.e., at least 16 months prior to retirement) of his/her intent to retire before the beginning of a school year (July 1) and who has reached age fifty-five (55) and who has taught twenty (20) years in the District shall be eligible to receive a one-time separation benefit payable at the time of retirement. In extenuating circumstances, at the Superintendent's discretion, an employee may give notice after the March 1st date but in no event later than June 30 of the year prior to the year in which the teacher will retire (i.e., at least 12 months' notice).

For Unit B members hired on or after July 1, 2016, the District shall annually contribute five hundred (\$500.00) dollars to a 403(b) plan for each such employee for the first ten (10) years of his/her employment. Such payment shall be made 90 days after the original date of hire and on or before February 1 of each subsequent year. An employee shall establish a 403(b) account a minimum of 30 days prior to payment from the District's list of approved 403(b) providers.

## **ARTICLE XVII**

### **INSURANCE – LIFE/MEDICAL/DENTAL**

#### Section A – Life Insurance

Each professional employee shall be insured for the cost of a \$50,000 group life insurance plan of the type presently provided and the District will pay fifty percent (50%) of the cost of the premium.

#### Section B – Health Insurance – Active Employees

1. The District shall provide a maximum contribution for the total annual premium of Blue Cross/Blue Shield Blue Care Elect (PPO) and any other HMO Individual or Family Plan offered by the District as follows:

Sixty (60%) percent to a maximum annual contribution of ten thousand (\$10,000) dollars for an individual plan and twenty thousand (\$20,000) dollars for a family plan.

Effective July 1, 2018, no new or existing employees may enroll in any Legacy plans during open enrollment. Note: In the event that the School Committee is paying a greater percentage for any of the current plans than is mentioned above, the School Committee will continue to pay the greater percentage.

#### Section C – Dental Insurance – Active Employees

The District will continue to provide Blue Cross/Blue Shield Delta Dental, Plan C and the District will pay sixty percent (60%) of the cost of the premiums and the employees will pay forty percent (40%). Additional riders for dental insurance may be selected by teachers, provided that the entire cost of any such rider must be paid for by the teacher.

#### Section D – Flexible Benefit Plans

1. Pursuant to Section 125 of the Internal Revenue Code, the employee portion of the cost of the health and life insurance premiums shall be a pre-tax expense. There shall be no cost to the employer.
2. Pursuant to Section 125 of the Internal Revenue Code, the District agrees to allow its employees to be eligible to participate in Flexible Benefit Plans for Un-reimbursed Medical Expenses and/or Dependent Care Expenses. There shall be no cost to the employer.

## **ARTICLE XVIII**

### **ASSAULT - EMPLOYMENT- RELATED**

Administrators shall immediately deliver to office of the Superintendent a report in writing of all instances of assault upon them during the course of their employment. The report of an assault shall be forwarded to the Superintendent and the Superintendent will comply with a request by the employee involved which it considers to be reasonable, for information in its possession which, in the opinion of the

Superintendent, is not confidential or legally restricted, relating to the incident or the persons involved in the assault.

In the manner and to the extent it considers appropriate and reasonable, the Superintendent will act as liaison between the employee, police and the courts in a matter arising under the provisions of the Paragraph.

The District will provide indemnification for its Administrators while acting within the scope of their employment as required by the provisions of M.G.L. Chapter 41, Section 100C.

In the event that criminal or civil proceedings are brought against an Administrator alleging that he committed an assault while acting within the scope of his employment and the employee is thereafter found not guilty or the proceedings are thereafter dismissed without trial, the District will reimburse the employee for the reasonable cost of his defense including the reasonable fee of an attorney, provided that the employment of such attorney shall have been approved by the Counsel for the District and provided further that the selection of an attorney and the defense of said action or claim complies in all respects with the provisions of M.G.L. Chapter 41, Section 100C.

## **ARTICLE XIX**

### **ACADEMIC FREEDOM**

The private and personal life of an Administrator is not within the appropriate concern or attention of the Committee except it may interfere with the Administrator's responsibilities to and relationships with students and/or the District.

Administrators will be entitled to full rights of citizenship, and no religious or political activities of any Administrator (provided such activities do not take place during his working hour or the lack thereof) will be grounds for any discipline or discrimination with respect to the professional employment of such Administrator.

Any written complaint will be brought to the Administrator's attention within two (2) weeks.

## **ARTICLE XX**

### **MISCELLANEOUS**

1. There will be no reprisals of any kind taken against any administrator by reason of his membership in the Association or participation in its activities.
2. Administrators will be informed of a telephone number which they may call before 7:00 a.m. or not later than one hour before the beginning of their work assignment to report their unavailability for work. It will not be the responsibility of the administrator to arrange for a substitute administrator.
3. If negotiation meetings between the Committee and the Association are scheduled during a school day, the 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.

4. The Committee will, upon request, provide the Association with any available information which is neither confidential nor privileged under law which may be necessary for the Association to process grievances under this Agreement.
5. Administrators will be eligible to participate in a "Tax Sheltered" Annuity Plan established pursuant to United States Public Law No. 87-370.
6. REIMBURSEMENT FOR EXPENSES. The Committee shall reimburse the Administrator for expenses reasonably incurred in the performance of his/her duties up to the amount provided for such reimbursement in the budget. Such expenses shall include, but shall not be limited to, costs of transportation and attendance at approved meetings and conferences. Mileage will be reimbursed at the I.R.S. rate of reimbursement. All activities must be approved in advance. Bargaining Unit members who have multiple school responsibilities shall also be paid at the aforementioned rate for inter-school travel. The Athletic Director will receive a monthly travel stipend of \$150.00
7. DUES AND FEES. The District shall provide membership for appropriate local and state associations, including membership in Massachusetts Elementary School Principals' Association (MESPA) for elementary assistant principals and in Massachusetts Secondary School Administrators' Association (MSSAA) for middle school and high school principals.
8. WORKSHOPS, CONFERENCES, OR COURSEWORK. The District shall provide Professional Development funds, not to exceed \$1,250 per Administrator annually, of the cost to attend approved conferences or conventions of professional organizations to include, where apt, housing, meals, transportation, registration, and materials. Days of attendance at workshops, conferences, or coursework are to be counted as administrative workdays.
9. PERSONAL PROPERTY. On a case by case basis, as determined by the Superintendent, Administrators will be reimbursed for damage to or loss of personal property which occurs in the course of and as a result of their employment. Reimbursement hereunder shall not exceed \$200.00 (Two Hundred Dollars) and will be granted only where both the amount of damage and the actual record of such damage is verified by receipt, work order, or other verification acceptable to the Committee.
10. An Administrator who has accrued seniority in the teachers bargaining unit while employed by the Hanson School Committee, the Whitman School Committee, the Whitman-Hanson Regional School Committee will retain that seniority in accordance with the provisions of the COLLECTIVE BARGAINING AGREEMENT AND THE MEMORANDUM OF AGREEMENT (MOA) TEACHERS DISTRICT EXPANSION TO PK-12 between the WHEA AND THE WHRSC.
11. COURSE REIMBURSEMENT. With the pre-approval of the Superintendent of Schools and upon submission of a passing grade, the District will pay Academic Tuition for the cost of tuition, books and fees for each professional employee during the course of the school year.

2018-2019 the district will pay up to seven hundred and sixty (\$760.00) dollars.  
2019-2020 the district will pay up to seven hundred and sixty (\$760.00) dollars.  
2020-2021 the district will pay up to seven hundred and sixty (\$760.00) dollars.

Effective July 1, 2018, the total amount to be spent by the District shall not exceed \$85,000.00.  
Effective July 1, 2019, the total amount to be spent by the District shall not exceed \$90,000.00, annually.

12. C.O.R.I. and Fingerprint Checks: In compliance with the provisions of Chapter 385 of the Acts of 2002 and Chapter 77 of the Acts of 2013, it is understood that the Superintendent of the District shall request and review C.O.R.I and Fingerprint checks. Employees shall be made aware that C.O.R.I and Fingerprint reports concerning them are being requested and when such request is actually made. Such checks shall take place not more than once every three (3) years except for good cause. Employees shall be made aware that, upon request, they shall be provided with a copy of the C.O.R.I. and/or Fingerprint report received by the Superintendent. All C.O.R.I. and Fingerprint reports shall be kept in a separate, secure file maintained in the office of the Superintendent. After review of a C.O.R.I. and/or Fingerprint report, the Superintendent, if he/she deems it necessary, may meet with the employee who may at such meeting be represented by the Association. Any and all personnel actions resulting from information acquired from a C.O.R.I. and/or Fingerprint report shall be conducted pursuant to the provisions of the collective bargaining agreement and the General Laws of the Commonwealth.

The Whitman-Hanson Regional School District (WHRSD) maintains and upholds high standards for employee ethics, conduct, and professional competency through the Employee Expected Actions and Behaviors – Employee Code of Excellence. This is consistent with the annual employee mandated training.

13. An Assistant Principal assisting the building Principal will have “duties as assigned.” In order to meet the challenges of a 21<sup>st</sup> century education along with state initiatives and mandates, a conversation will be had between the Assistant Principal and Principal to prioritize and discuss the duties to be assigned.
14. Phone Allowance for Assistant Principals three options to choose from:
  - a. \$50 monthly stipend
  - b. District Plan
  - c. No Allowance
15. The Athletic Director position at Whitman-Hanson is full-time. The A.D. shall have no teaching or duty responsibilities without the expressed written consent of the employee and the WHEA and if such permission is granted that agreement shall last for just one year and must be renegotiated each year.
16. The District will make reasonable efforts to give notice to and consult with the WHEA prior to implementing substantial initiatives within the district that would impact Unit B. If the WHEA determines that the implementation of the initiative impacts work hours, wages and conditions, it may request to bargain over the impacts.



**ARTICLE XXI**

**POSITIONS-SUMMER SCHOOL/FEDERAL PROGRAMS**

All Summer School and Federally-funded Program positions shall be posted in the school. The Superintendent will endeavor to publicize summer school openings not later than June 10th and Administrators selected will be notified as soon as possible. Nothing in this Article or Agreement shall in any way limit or restrict the right of the Superintendent to eliminate, discontinue or terminate a summer school subject or program at any time or to use unpaid volunteers in addition to professional staff.

Administrators may apply provided it does not interfere with their regular assignment. The Superintendent's decision in filling a position shall not be grievable or arbitrable.

**ARTICLE XXII**

**FACILITIES**

**Providing of Facilities.**

1. It is understood and agreed that the District will provide the following facilities:
  - a. Space for safe storage of personal belongings, instructional materials and supplies;
  - b. Workrooms containing adequate equipment and supplies in the performance of administrative tasks;
  
2. To the extent feasible in existing buildings and designing new buildings, the Committee will provide the following facilities:
  - a. A communications system so that employees can communicate with the main office in the event of emergency;
  - b. Well-lighted and clean restrooms.

**Use of Facilities.**

The Association will have the right to use school buildings without cost at reasonable times for meetings, provided that the Association will be required to pay for any additional custodial costs involved by reason of said meetings. The Superintendent will be notified in advance of the time and place of such meetings.

There will be one (1) bulletin board in the faculty lounge for the purpose of displaying notices, circulars, and other Association material. The Association agrees that it will not post any material which is derogatory to the administration, the Committee or any member thereof, or the District.

No Administrator will be prevented from wearing pins or other identification of membership in the Association or any other Administrators organization.

**ARTICLE XXIII**

**DURATION OF AGREEMENT**

The provisions of this Contract will be effective as of July 1, 2018, and will continue and remain in force through June 30, 2021.

Any party to this Agreement may initiate negotiations for a successor agreement to this Agreement to be effective on or after June 30, 2021 by tendering written notice to other parties by January 1, 2021.

In the event a successor agreement is not reached as of July 1, 2021, the actual dollar salary level and the amount and level of benefits other than salaries provided for in this Agreement shall remain the same pending the conclusion of a new contract.

## **ARTICLE XXIV**

### **LONGEVITY BUY-BACK PLAN**

#### LONGEVITY PLAN

##### Section A – Eligibility

Professional employees shall be eligible to irrevocably elect once during their employment the benefits of the Longevity Plan described herein provided that the employee has at least twenty (20) years of service in the District and has attained 180 days of sick leave accumulation at the time of the election. Up to fifteen (15) employees shall be permitted to elect the option in any given year. In the event that more than fifteen (15) employees wish to exercise said option in the same year, the final selection of said employees shall be by seniority as set forth in Unit A, Article 29, Section E. The District may, in its sole discretion, agree to permit more than fifteen (15) employees to elect said option in any given year by seniority.

##### Section B – Notice Requirements

Eligible employees desiring to elect said option must do so by advising the Superintendent, in writing, of their irrevocable decision to do so by January 1 of the school year proceeding the school year in which the payments will begin.

##### Section C – Conditions

Employees who elect to receive the benefits of this Article must, as a condition of receiving the same, irrevocably agree to waive any and all rights they may have to any accumulated unused sick leave payments otherwise payable to them pursuant to Article XIV, at the time of their election and any time in the future thereafter. Any employees who elect the foregoing Longevity Buy-back Plan option prior to progressing onto the maximum longevity step of the appropriate salary schedule, e.g. the salary step normally attainable after having completed thirty (30) years of service in the District, must also agree as a further condition of receiving the benefits hereunder to forever relinquish any future increases in salary Step 30 which would otherwise be payable to them as a result of their progression onto said maximum longevity step. For example, an employee who makes the election herein prior to reaching Step 20 of the Bachelors salary column would irrevocably waive any rights to salary payments that would otherwise be payable following attainment of 30 years of service. Employees at the maximum of their applicable salary column at the time of their election of the benefits hereunder shall suffer no reduction in salary payments due forfeiture of a so-called longevity step.

##### Section D – Payments

Employees who fulfill the forgoing conditions shall receive a longevity payment of \$3,000 in each of the three (3) consecutive school years of service following the initial election in addition to any across-the-board salary increases otherwise payable. Said longevity payments shall under no circumstances be increased by any across-the-board increases but shall be added to employees' salaries following the implementation of any such increases. Following receipt of any longevity payments, employees who elected to receive the payments shall have their salaries revert to the appropriate annual step level subject to their irrevocable forfeiture of any future payments of accumulated sick leave and their inability to advance to any subsequent maximum longevity step regardless of horizontal salary column movement.

##### Section E – General

Employees who have irrevocably elected to receive the benefits of this Article shall not suffer any monetary loss in the event that any subsequent payment required to be made is not made or credited as salary for any reason including but not limited to the death(s) of any such employees for each of the three (3) years concerned. In such event, any and all affected employees or their estates shall be treated as if no such irrevocable election had been made and shall be entitled to receive any monies which otherwise would have been payable to them or their estates had no such election been made, less any monies previously received hereunder.

## ARTICLE XXV

### SENIORITY RIGHTS IN UNIT A

If a Unit B (director/coordinator/chair) position is eliminated, impacting an employee who did not originate in Unit A, that member will be allowed to bring accrued time in WHEA under Unit B to Unit A (seniority).

1. A Unit B administrator **who does not teach** or have a case load, who has accrued seniority in the teachers bargaining unit, will retain that seniority for up to three (3) years after leaving the teachers bargaining unit and will be placed on the seniority list in the subject area in which the administrator taught while in the teachers bargaining unit.

Applicable above, if the **Unit B administrative position is reduced**, the unit member will be able to move (transfer) into an **open Unit A** teaching position, at the accrued seniority level should the member never left Unit A, pending appropriate licensure.

Applicable above, if the position of Curriculum Director is **involuntarily reduced/terminated**, Curriculum Directors will be allowed to return to a Unit A position in their appropriate subject/license area. There will be no lapse in retention and accrual of seniority. The member will be afforded the full seniority rights within Unit A.

2. Unit B members **who do teach or have a case load and have accrued seniority in the teachers bargaining unit**, will retain that seniority and will continue to accrue seniority as if teaching full time in the teachers bargaining unit and will be placed on the seniority list in the appropriate subject area.

## WHITMAN-HANSON REGIONAL SCHOOL DISTRICT

### UNIT B - SALARY SCHEDULE & LONGEVITY PAY 2018-2021

Salary - All administrators shall have their annual salary increased according to their placement on the salary schedule.

\*Curriculum Directors/Chairs/Coordinators will be provided a one hundred (\$100.00) per month/twelve hundred (\$1200.00) annual travel allowance in lieu of mileage.

\*Work days can be added or reduced upon review and approval of the Superintendent and in agreement with the Unit B member. Compensation will be adjusted according the member's daily rate.

WHRSD Academic Curriculum Coverage District-wide reintroduction of the Department Head model for Social Studies, Math, ELA and Science

- Secondary Level (Grades 6-12)
  - Curriculum Chairs for Grades 6-12 : (Unit A salary +18,000 stipend = base pay)
    - Core subject: Social Studies, ELA, Math and Science
    - Responsible to teach no more than three classes in discipline ( Curriculum Chairs shall have no homeroom or duty responsibilities)
    - Evaluate at the high school along with Principal/Assistant Principal
    - Coordinate the middle school level with Lead Teachers/Administration
    - 195 day work year
- Elementary Curriculum Coordinator
  - Coordinator (Prek-5)
    - Consult on evaluations with elementary building administrators
    - 200 day work year
    - Coordinate aspects of curriculum
    - Work with and coordinate elementary lead teachers/elementary administrators

#### **Longevity Pay**

10 years \$1,100  
15 years \$1,600  
20 years \$2,100  
25 years \$2,600  
30 years \$3,100

\*Longevity pay is calculated based on years of service completed and will be paid after June 30 in a given year.

## UNIT B SALARY SCHEDULE 2018-2021

All Unit B Members will be paid annually in 26 pay periods

### Assistant Principals: High School, Director of Counseling Services & Athletic Director (210 Days)

Step	2018-19	2019-20 (first 90 days)	2019-20 (remaining days)	2020-21 (first 90 days)	2020-21 (remaining days)
	2%	split at 90 days (1.1%)	split at remaining days (1.1%)	split at 90 days (1.1%)	split at remaining days (1.1%)
1	\$107,373	\$108,554	\$109,749	\$110,956	\$112,176
2	\$111,828	\$113,058	\$114,301	\$115,559	\$116,830
3	\$118,026	\$119,325	\$120,637	\$121,964	\$123,306

### Assistant Principals: Middle Schools (210 Days)

Step	2018-19	2019-20 (first 90 days)	2019-20 (remaining days)	2020-21 (first 90 days)	2020-21 (remaining days)
	2%	split at 90 days (1.1%)	split at remaining days (1.1%)	split at 90 days (1.1%)	split at remaining days (1.1%)
1	\$106,993	\$108,170	\$109,360	\$110,563	\$111,779
2	\$109,962	\$111,172	\$112,395	\$113,631	\$114,881
3	\$116,132	\$117,410	\$118,701	\$120,007	\$121,327

### Assistant Principals: Elementary Schools

Step	2018-19 (202 work days)	2019-20 (203 work days)		2020-21 (205 work days)	
	2% plus \$1,000	split at 90 days (1.1%) plus \$1,500	split at remaining days (1.1%)	split at 90 days (1.1%) plus \$2,000	split at remaining days (1.1%)
1	\$101,494	\$104,111	\$105,256	\$108,414	\$109,607
2	\$107,712	\$110,397	\$111,612	\$114,839	\$116,103
3	\$109,028	\$111,728	\$112,957	\$116,199	\$117,477

### Special Education Chair (200 days)

Step	2018-19	2019-20 (first 90 days)	2019-20 (remaining days)	2020-21 (first 90 days)	2020-21 (remaining days)
	2%	split at 90 days (1.1%)	split at remaining days (1.1%)	split at 90 days (1.1%)	split at remaining days (1.1%)
1	\$100,494	\$101,600	\$102,718	\$103,847	\$104,990
2	\$106,712	\$107,886	\$109,073	\$110,273	\$111,486
3	\$108,028	\$109,217	\$110,418	\$111,632	\$112,860

**Special Administrator Position**

Position	2018-19	2019-20 (first 90 days)	2019-20 (remaining days)	2020-21 (first 90 days)	2020-21 (remaining days)
		2%	split at 90 days (1.1%)	split at remaining days (1.1%)	split at 90 days (1.1%)
Supervisor of Attendance	\$5,306	\$5,364	\$5,423	\$5,483	\$5,543

**Academic Curriculum Coverage - \*Unit A Salary Schedule plus \$18,000 stipend equals base pay**

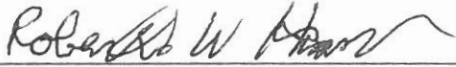
**Gr. 6-12 Academic Curriculum Chairs (195 Days) Include Core subjects chairs for Social Studies, ELA, Math, Science and split of Foreign Language/Business**

**Dean of Students (191 days and teaches 2 classes max) salary equals 65% of Unit B Grid and 35% of Unit A Grid**

Gr. 6-12 Curriculum Chairs (195 Days)	2018-19	2019-20 (first 90 days) split at 90 days (1.1%)	2019-20 (remaining days) split at remaining days (1.1%)	2020-21 (first 90 days) split at 90 days (1.1%)	2020-21 (remaining days) split at remaining days (1.1%)
	2%				
<b>Elementary Curriculum Coordinator (200 Days)</b>					
*Elementary Curriculum Coordinator (200 Days)	2018-19	2019-20 (first 90 days)	2019-20 (remaining days)	2020-21 (first 90 days)	2020-21 (remaining days)
	N/A	*split at 90 days	*split at remaining days (1.1%)	split at 90 days (1.1%)	split at remaining days (1.1%)
<b>1</b>		\$102,504	\$103,632	\$104,772	\$105,924
<b>2</b>		\$108,847	\$110,044	\$111,254	\$112,478
<b>3</b>		\$110,189	\$111,401	\$112,626	\$113,865

\*See Appendix "C" for Unit A salary Schedules - Page 34

In witness whereof, the Whitman-Hanson Regional School Committee and the Whitman-Hanson Education Association (for Unit B-Administrators) have caused this Agreement to be executed by their duly authorized representatives on the date indicated below.



Robert W. Hayes, Chairperson  
Whitman-Hanson Regional School District  
School Committee

4/10/2019

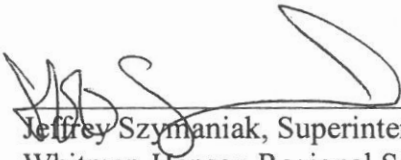
Date



Kevin A. Kavka, President  
Whitman-Hanson Education Association

4/10/2019

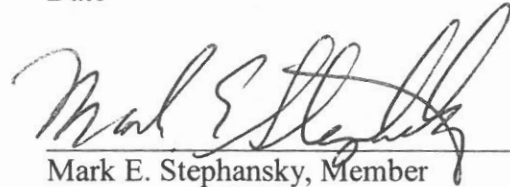
Date



Jeffrey Szymaniak, Superintendent of Schools  
Whitman-Hanson Regional School District

4/10/2019

Date



Mark E. Stephansky, Member  
Whitman-Hanson Education Association

4/10/2019

Date



## **APPENDIX “A”**

### **UNIT B EVALUATION PROGRAM**

#### **Section A – Purpose of Evaluations**

The District holds the belief that the primary purpose of the evaluation program is to improve upon the competence of the Unit B Members. Therefore, the District has established a professional staff evaluation program designed to achieve the following purposes:

1. To measure the performance of the Whitman-Hanson Regional School District Unit B Members based on the job description, the laws of the Commonwealth or Massachusetts, and the expectations of the Whitman-Hanson Regional School Committee, the Superintendent of Schools and the building Principals.
2. To develop a professional working relationship between the building principals and the schools' Unit B Members.
3. To provide effective administrative leadership throughout the schools of the Whitman-Hanson Regional School District.
4. To identify and commend outstanding Unit B members' competencies.
5. To identify and remediate unsatisfactory Unit B members' competencies.
6. To provide the Principal and Superintendent with Unit B members' performance based information in order to assist them in making employment-related decisions.

#### **Section B – Evaluation Process**

The evaluation process incorporates the following:

1. Evaluation of performance by the Designee: as determined by the Superintendent or Assistant Superintendent. The Superintendent and Assistant Superintendent reserve the right to evaluate Unit B Member, when necessary.
2. Opportunity for the Unit B Member to know the extent to which he/she is satisfactory and/or unsatisfactory in carrying out his/her performance responsibilities.
3. Opportunity for the Unit B Member to discuss his/her performance evaluation with the evaluator.
4. Opportunity for the evaluator to make specific recommendations concerning the performance of the Unit B Member.
5. Opportunity for the Unit B Member to receive assistance from the evaluator in changing his/her performance to a satisfactory level.

#### **Section C – Conducting Evaluations**

The performance of a Unit B Member shall be observed openly and with the full knowledge of the Unit B Member. No adverse comments shall be made to a Unit B Member in the presence of pupils, parents or other non-Unit B Members. Any issues, concerns, or opportunities for improvement shall be brought to the attention [verbally] of the Unit B Member within a reasonable time.

## **APPENDIX “B”**

### **UNIT B TIMELINE**

#### **Unit B Members will be evaluated every year.**

All Unit B administrators will have four goals as part of their evaluation. The Management/Operations standard (2) may be substituted with the teaching All Students Standard (2) according to the State Evaluation Rubric. If needed, can be discussed at goals meetings.

- By September 30 – Unit B Members will be informed about the Evaluation Procedure.
- By October 31 – Goals meeting based on Individual Professional Development Plan (IPDP) and School and District Improvement Plans will occur.
- By February 15– Mid-year goals’ meetings will be held.
- By the June 15– Year end goals’ meetings will be held.
- By the June 30 – Final evaluation narratives will be completed by evaluators.

#### **Important Terms**

**Final Evaluation** – A narrative, written by the evaluator, discussing the Unit B Members annual performance in light of specific goals.

**Goals’ Meetings** – Meetings held at the beginning, middle, and end of the school year for the purpose of Unit B Members and evaluators determining, discussing, and monitoring annual goals

**Individual Professional Development Plan (IPDP)** – A plan developed by Unit B Members, monitored by administrators, and required by the Massachusetts Department of Elementary and Secondary Education for professional development planning, certification, and licensure.

**Specific, Measureable, Attainable, Realistic, Timely (SMART) Goals** – Characteristics of the annual goals developed by teachers.

**Teachers with Non-professional Status** – Teachers who have worked in the Whitman-Hanson Regional School District for a period of time less than three complete school years with each school year of employment beginning on the first day of school for teachers and ending on the last day of school.

**APPENDIX “C”**

**UNIT A  
SALARY SCHEDULES**

1. Teacher Salary Schedules

-The B+30 column of the salary schedule shall be available only to those employees who occupied that column during the 2015-2016 school year, and no other employees shall be placed in that column.

-Commencing on July 1, 2016, step one (1) of the M+15 column shall be discontinued and each year thereafter the next step of said column shall be discontinued until all M+15 steps are eliminated.

2018-2019: 2%

STEP	B	B+15	B+30	MASTERS	M+15	M+30	M+45	MM/CAGS	PHD
1	46,556	48,348	49,993	51,956		55,556	56,455	57,358	57,528
2	49,249	51,062	52,853	54,649		58,261	59,161	60,063	61,862
3	52,211	54,052	55,849	57,666		61,265	62,164	63,062	64,857
4	55,254	57,059	58,857	60,665	62,453	64,258	65,164	66,068	67,866
5	58,261	60,058	61,856	63,661	65,461	67,266	68,163	69,062	70,859
6	61,561	63,364	65,169	66,977	68,763	70,573	71,470	72,369	74,165
7	64,863	66,665	68,464	70,273	72,070	73,871	74,769	75,664	77,461
8	67,865	69,672	71,473	73,268	75,068	76,876	77,775	78,673	80,470
9	68,884	72,671	74,470	76,274	78,075	79,876	80,786	81,693	83,491
10	70,576	76,699	78,523	80,347	82,172	83,995	84,916	85,833	87,655
11-19	72,268	80,727	82,575	84,420	86,270	88,114	89,045	89,974	91,817
20-29	73,893	82,541	84,158	86,042	87,928	89,809	90,760	91,707	93,587
30	75,566	84,193	85,841	87,763	89,687	91,605	92,575	93,541	95,460

2019-2020: 1.1%, Day 1 – Day 91

STEP	B	B+15	B+30	MASTERS	M+15	M+30	M+45	MM/CAGS	PHD
1	47,068	48,880	50,543	52,527		56,167	57,076	57,989	58,161
2	49,790	51,624	53,435	55,250		58,902	59,812	60,723	62,542
3	52,785	54,646	56,463	58,300		61,939	62,848	63,755	65,570
4	55,862	57,686	59,504	61,332		64,965	65,881	66,795	68,612
5	58,902	60,718	62,536	64,362	66,181	68,006	68,912	69,822	71,639
6	62,238	64,061	65,886	67,714	69,520	71,349	72,257	73,165	74,981
7	65,576	67,398	69,218	71,046	72,863	74,684	75,592	76,496	78,313
8	68,611	70,439	72,260	74,074	75,894	77,722	78,631	79,538	81,355
9	69,641	73,470	75,289	77,113	78,934	80,755	81,675	82,591	84,409
10	71,352	77,543	79,386	81,231	83,076	84,919	85,850	86,777	88,619
11-19	73,063	81,615	83,483	85,349	87,219	89,083	90,024	90,964	92,827
20-29	74,706	83,449	85,084	86,989	88,895	90,797	91,758	92,716	94,616
30	76,397	85,119	86,785	88,728	90,673	92,613	93,594	94,570	96,510

2019-2020: 1.1%, Day 92 – Day 183

STEP	B	B+15	B+30	MASTERS	M+15	M+30	M+45	MM/CAGS	PHD
1	47,586	49,418	51,099	53,105		56,785	57,704	58,626	58,801
2	50,338	52,192	54,023	55,857		59,550	60,470	61,391	63,230
3	53,366	55,248	57,085	58,941		62,621	63,539	64,456	66,291
4	56,477	58,321	60,159	62,006		65,679	66,605	67,530	69,367
5	59,550	61,386	63,224	65,070	66,909	68,754	69,670	70,590	72,427
6	62,923	64,766	66,610	68,459	70,284	72,134	73,051	73,970	75,806
7	66,298	68,140	69,979	71,827	73,664	75,506	76,423	77,337	79,174
8	69,366	71,213	73,055	74,888	76,728	78,577	79,495	80,413	82,250
9	70,407	74,278	76,118	77,961	79,802	81,643	82,573	83,500	85,338
10	72,137	78,396	80,260	82,125	83,990	85,853	86,794	87,732	89,594
11-19	73,867	82,513	84,402	86,288	88,178	90,063	91,015	91,965	93,848
20-29	75,527	84,367	86,020	87,945	89,873	91,796	92,767	93,736	95,657
30	77,237	86,055	87,740	89,704	91,671	93,632	94,623	95,610	97,571

2020-2021: 1.1%, Day 1 – Day 91

STEP	B	B+15	B+30	MASTERS	M+15	M+30	M+45	MM/CAGS	PHD
1	48,109	49,961	51,661	53,689		57,410	58,339	59,271	59,447
2	50,892	52,766	54,617	56,472		60,205	61,135	62,067	63,926
3	53,953	55,855	57,712	59,590		63,309	64,238	65,166	67,021
4	57,098	58,963	60,821	62,689		66,402	67,338	68,273	70,130
5	60,205	62,061	63,920	65,785		69,510	70,437	71,366	73,224
6	63,615	65,479	67,343	69,212	71,058	72,927	73,855	74,784	76,640
7	67,027	68,889	70,749	72,618	74,475	76,336	77,264	78,188	80,045
8	70,129	71,997	73,858	75,712	77,573	79,441	80,370	81,297	83,155
9	71,182	75,096	76,955	78,818	80,680	82,541	83,481	84,418	86,277
10	72,931	79,258	81,143	83,028	84,914	86,797	87,749	88,697	90,579
11-19	74,679	83,420	85,330	87,237	89,148	91,054	92,016	92,976	94,881
20-29	76,358	85,295	86,966	88,913	90,862	92,805	93,788	94,767	96,710
30	78,087	87,002	88,705	90,691	92,679	94,662	95,664	96,662	98,645

2020-2021: 1.1%, Day 92- Day 183

STEP	B	B+15	B+30	MASTERS	M+15	M+30	M+45	CAGS	PHD
1	48,638	50,511	52,230	54,280		58,041	58,980	59,923	60,101
2	51,452	53,346	55,218	57,093		60,867	61,807	62,749	64,629
3	54,546	56,470	58,347	60,245		64,006	64,945	65,882	67,758
4	57,726	59,611	61,490	63,378		67,132	68,079	69,024	70,901
5	60,867	62,744	64,623	66,509		70,275	71,212	72,151	74,029
6	64,315	66,199	68,084	69,973	71,839	73,730	74,667	75,606	77,483
7	67,764	69,647	71,527	73,416	75,294	77,176	78,114	79,048	80,926
8	70,900	72,789	74,671	76,545	78,426	80,315	81,254	82,192	84,069
9	71,965	75,922	77,801	79,685	81,567	83,449	84,400	85,347	87,226
10	73,733	80,130	82,035	83,941	85,848	87,752	88,714	89,672	91,576
11-19	75,501	84,338	86,269	88,197	90,129	92,055	93,028	93,999	95,924
20-29	77,198	86,234	87,923	89,891	91,861	93,826	94,819	95,809	97,773
30	78,946	87,959	89,681	91,689	93,698	95,703	96,716	97,725	99,730

