



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

WHITMAN-HANSON REGIONAL SCHOOL COMMITTEE

AND

WHITMAN-HANSON EDUCATION ASSOCIATION

**UNIT B
ADMINISTRATORS**

**CONTRACT PERIOD
JULY 1, 2022 TO JUNE 30, 2025**

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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 1

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 2

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, High School Special Education Coordinator, Supervisor of Attendance, and Full Time Dean of Students; Dean of Students job description will be reviewed at the end of the end of the school year and mutually agreed upon at the beginning of the school year by the Dean, WHEA, and Building Administrator; 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 3

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 4

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 5

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.

ARTICLE 6

WORK YEAR

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

Position	Work Year (Days)
Assistant Principals- Regional High School, Middle Schools	210
Assistant Principals- Elementary	210
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	200

*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 7

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 8

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 email, and the WHEA President will be notified of each posting by email.

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 9

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 10

TEMPORARY LEAVES OF ABSENCE

Personal Leave

1. Employees will be granted two (2) days of leave per year to attend to personal business which cannot be scheduled during non-school time. An employee shall not be required to state the reason for the personal leave, but it must be for the purpose stated above. No personal leave shall be taken on any school next or preceding a vacation or holiday, or in the first or last five (5) days of the school year, except as approved by the superintendent. Notice of the leave shall be submitted at least two (2) school days before the requested leave day, except as approved by the superintendent in an emergency.

2. Two (2) unused personal days may be carried over from year to year to a maximum of four (4) days in any one year.

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. The employee will be notified in writing in a timely manner, if possible. The employee will also have the opportunity to have a union officer or representative accompany them to the court if they are needed/required to appear.

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 11

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. Employees 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 12

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 preceding 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 13

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 can be reduced by the 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 14

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 15

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 fifty dollars (\$550.00) dollars in Year 1, six hundred dollars (\$600.00) in Year 2, and six hundred fifty dollars (\$650) in year 3 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 16

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 17

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 18

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 19

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

2. 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.
3. A “grievant” may be an individual employee, a group or class of employees, or the Association.
4. “Days” shall mean employee work days except during summer recess, when “days” shall mean when the Central Administration Office is open.
5. “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 20 **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 \$300.00

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.

2022-2023 the district will pay up to seven hundred and sixty (\$800.00) dollars.
2023-2024 the district will pay up to seven hundred and sixty (\$850.00) dollars.
2024-2025 the district will pay up to seven hundred and sixty (\$900.00) dollars.

Effective July 1, 2022 the total amount to be spent by the District shall not exceed ninety thousand (\$90,000.00) dollars annually in conjunction with Unit A totals.

Effective July 1, 2023 the total amount to be spent by the District shall not exceed ninety-two thousand (\$92,500.00) dollars annually in conjunction with Unit A totals.

Effective July 1, 2024 the total amount to be paid by the District shall not exceed ninety-five thousand (\$95,000.00) dollars annually in conjunction with Unit A totals.

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 21st 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 21

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 22

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 23

DURATION OF AGREEMENT

The provisions of this Contract will be effective as of July 1, 2022, and will continue and remain in force through June 30, 2025.

Any party to this Agreement may initiate negotiations for a successor agreement to this Agreement to be effective on or after June 30, 2025 by tendering written notice to other parties by January 1, 2025.

In the event a successor agreement is not reached as of July 1, 2025, 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 24

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 preceding 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 25

SENIORITY RIGHTS IN UNIT A

If a Unit B (Director/Coordinator/Chair/Assistant Principal/Dean/High School SPED Director)) position is eliminated due to budget, 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 caseload, 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 just as though 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.

UNIT B - SALARY SCHEDULE & LONGEVITY PAY 2022-2025

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. Foreign Language Chair will not receive the above-mentioned stipend unless foreign languages are reinstated back to the Middle School level, which would then require travel for this position.

*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.

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

* A Curriculum Coordinator should have the ability to fill a number of roles. Formally, the job requires ensuring that the written curriculum is both the taught curriculum and aligned to state standards, effective teaching is taking place within the department, department members are supported and growing professionally, and the right staff are hired. The Coordinator must be able to provide general leadership in both the department and the school. Informally, a coordinator should foster a collegial and act as an intermediary between department members and administration. This person needs to be able to advocate on the behalf of the department and must be able to articulate and manage the needs of the members of the department with the priorities and requests of the administration. If the curriculum is being implemented then the coordinators would not be required to teach one class for the first year of implementation.

- Secondary Level (Grades 6-12)
 - Curriculum Chairs/Coordinators for Grades 6-12: Increase \$18,000 stipend by 1% (one) for each year of the contract.
 - 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
- Duties Unique to the High School
 - Teach one class
 - Formally evaluate High School department members

- Lead department meetings once per month
 - Participate in Leadership meetings and all activities associated with the Leadership Team
- Duties Unique to the Middle Schools
 - Informally conduct non-evaluative without documentation but provide feedback to building principals
 - Lead Grade-Level meetings once per month
 - Meet with lead teachers and be included in the planning process for monthly vertical meetings
- Duties Unique to World Language/Business
 - Teach three classes at the High School
 - Oversee the World Language and Business Departments
 - Formally evaluate High School department members
 - Lead Department meetings once per month
 - Participate in Leadership Meeting sand all activities associated with the Leadership Team
- 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

Increase by \$100 in year 10, 15, 20, 25, 30.

Longevity is paid annually and begins in year ten (10) of employment.

Longevity Pay

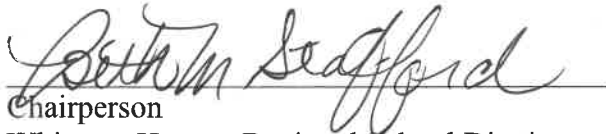
10 years \$1,200
 15 years \$1,700
 20 years \$2,200
 25 years \$2,700
 30 years \$3,200

*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 2022-2025

UNIT B SALARY SCHEDULE 2022-2025			
	2.00%	2.25%	2.25%
UNIT B GROUPINGS	2022-23	2023-24	2024-25
Assistant Principals, Director of Counseling Services Lead Nurse & Athletic Director (210 days)	\$ 114,500	\$ 117,076	\$ 119,710
Special Education Chair and Dean of Students (200 days)	\$ 105,000	\$ 107,363	\$ 109,778
Elementary Curriculum Coordinator (200 days)	\$ 105,000	\$ 107,363	\$ 109,778
Special Administrator Position: Supervisor of Attendance	\$ 5,739	\$ 5,868	\$ 6,000
Academic Curriculum Chairs (195 days) stipend plus *Unit A Salary	\$ 18,180	\$ 18,362	\$ 18,545
Note: Annual increase is 1%			
Grade 6-12 Academic Curriculum Chairs (195 days) include core subject chairs for Social Studies, ELA, Math, Science and split of Foreign Language/Business			
* See Appendix "C" for Unit A salary schedules			
2022-23 SY Employees maintain current salaries and receive annual COLA increases:	2022-23	2023-24	2024-25
Assistant Principals, Director of Counseling, Athletic Director	\$ 127,658	\$ 130,530	\$ 133,467
Lead Nurse (includes Lead Nurse Stipend, Summer Hours and Evaluations)	\$ 124,420	\$ 127,219	\$ 130,082
Special Education Chair and Dean of Students	\$ 116,842	\$ 119,471	\$ 122,159
Elementary Curriculum Coordinator	\$ 117,884	\$ 120,536	\$ 123,248

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.



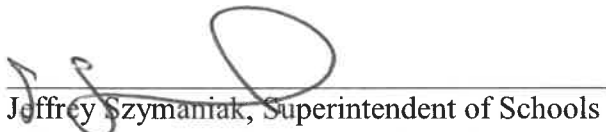
Chairperson
Whitman-Hanson Regional School District
School Committee

8/3/23
Date



Kevin A. Kavka, President
Whitman-Hanson Education Association

8/3/23
Date



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

8/3/23
Date



Christine Ahearn, Member
Whitman-Hanson Education Association

July 31, 2023
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.
6. Elementary Curriculum Coordinator (ECC)-will evaluate the two lead Elementary Interventionists, update job description and responsibilities

7. EEC will be evaluated by the Director of Equity and MTSS

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, Measurable, 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.

2022-23 (2.0%)

STEP	B	B+15	B+30	MASTERS	M+15	M+30	M+45	CAGS/MM	PHD
1	50,355	52,294	54,073	56,196		60,090	61,470	62,447	62,631
2	53,268	55,229	57,167	59,108		63,016	64,397	65,372	67,319
3	56,472	58,463	60,407	62,372		66,265	67,645	68,616	70,558
4	59,764	61,715	63,660	65,615		69,502	70,890	71,868	73,812
5	63,016	64,959	66,904	68,857		72,756	74,133	75,106	77,050
6	66,585	68,536	70,487	72,443		76,332	77,711	78,683	80,626
7	70,156	72,106	74,052	76,008		79,900	81,279	82,247	84,190
8	73,403	75,358	77,306	79,247	81,194	83,150	84,530	85,501	87,445
9	74,505	78,602	80,548	82,498	84,447	86,395	87,787	88,768	90,713
10	76,336	82,958	84,931	86,905	88,878	90,850	92,254	93,246	95,216
11-19	78,166	87,315	89,314	91,310	93,310	95,305	96,720	97,725	99,719
20-29	79,923	89,278	91,026	93,064	95,104	97,138	98,575	99,599	101,633
30	81,733	91,064	92,847	94,925	97,006	99,081	100,538	101,583	103,658

2023-24 (2.25%)

STEP	B	B+15	B+30	MASTERS	M+15	M+30	M+45	CAGS/MM	PHD
1	51,488	53,470	55,290	57,460		61,442	62,853	63,852	64,040
2	54,466	56,472	58,453	60,438		64,434	65,846	66,843	68,833
3	57,742	59,778	61,766	63,775		67,756	69,167	70,160	72,145
4	61,108	63,104	65,093	67,092		71,066	72,485	73,485	75,473
5	64,434	66,420	68,409	70,406		74,393	75,801	76,796	78,784
6	68,083	70,078	72,073	74,073		78,050	79,460	80,453	82,440
7	71,735	73,728	75,718	77,718		81,698	83,108	84,097	86,085
8	75,055	77,054	79,046	81,030		85,021	86,432	87,425	89,413
9	76,182	80,370	82,360	84,354	86,347	88,339	89,762	90,765	92,754
10	78,053	84,825	86,842	88,860	90,878	92,894	94,330	95,344	97,359
11-19	79,925	89,280	91,324	93,364	95,410	97,449	98,896	99,924	101,962
20-29	81,722	91,286	93,074	95,158	97,244	99,324	100,792	101,840	103,919
30	83,572	93,113	94,936	97,061	99,189	101,310	102,800	103,869	105,991

-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.

2024-25 (2.25%)

STEP	B	B+15	B+30	MASTERS	M+15	M+30	M+45	CAGS/MM	PHD
1	52,647	54,673	56,534	58,753		62,825	64,268	65,288	65,481
2	55,692	57,743	59,768	61,798		65,884	67,328	68,347	70,382
3	59,041	61,123	63,156	65,210		69,281	70,723	71,738	73,768
4	62,483	64,524	66,557	68,601		72,665	74,116	75,139	77,171
5	65,884	67,915	69,948	71,990		76,066	77,507	78,524	80,557
6	69,615	71,654	73,695	75,740		79,806	81,247	82,264	84,295
7	73,349	75,387	77,422	79,467		83,536	84,978	85,989	88,022
8	76,743	78,787	80,824	82,853		86,934	88,377	89,392	91,424
9	77,896	82,178	84,213	86,252		90,326	91,782	92,807	94,841
10	79,809	86,733	88,796	90,859	92,923	94,984	96,452	97,489	99,549
11-19	81,723	91,288	93,378	95,465	97,556	99,642	101,121	102,172	104,256
20-29	83,560	93,340	95,169	97,299	99,432	101,559	103,060	104,132	106,258
30	85,452	95,208	97,072	99,245	101,420	103,590	105,113	106,206	108,375

-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.