



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

WHITMAN-HANSON REGIONAL SCHOOL COMMITTEE

AND

WHITMAN-HANSON EDUCATION ASSOCIATION

**UNIT A**

CONTRACT PERIOD

JULY 1, 2018 TO JUNE 30, 2021

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**ARTICLE 1**  
**RECOGNITION AND NON-DISCRIMINATION**

**Section A – Recognition**

1. Subject to the terms and provisions hereinafter provided and in accordance with the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, the Committee, during the term of and to the extent provided in the Agreement, recognizes the Whitman-Hanson Education Association (Association) as the exclusive collective bargaining representative with respect to wages, hours, standards of productivity and performance and other conditions of employment in the bargaining unit consisting of all full and regular part-time teachers, teaching specialists, counselors, adjustment counselors, school psychologists, nurses, librarians, and head teachers, employed by the District, and excluding the Superintendent, Assistant Superintendents, Principals, Assistant Principals, Curriculum Coordinators, PK-12 Special Education Administrator, Athletic Director, Director of Counseling Services, Administrative employees, long term substitutes, office and clerical employees, custodial employees, cafeteria employees and all other employees.

2. Any coach or extra-curricular advisor, who does not also hold one of the titles listed above, shall be covered by this Agreement solely for the purpose of wages as set forth in Appendices A3 and A4 of this Agreement.

**Section B – Definitions**

The terms “teacher”, and “employee” are used interchangeably in this Agreement to refer to members of the bargaining unit described in Section A above.

**Section C – Non-Discrimination**

The District and the Association agree that the provisions of this Agreement shall be applied without regard to race, color, religious creed, age, sex, gender identity, national origin, marital status, handicap/disability and sexual orientation and that they will not at any time directly or indirectly or in any manner whatsoever apply or attempt to apply any discipline, discrimination, penalty or reprisal against any employee who engages or refrains from engaging in lawful Association activities.

## **ARTICLE 2 MANAGEMENT RIGHTS**

### **Section A – Authority of District/Superintendent**

Subject only to the express provisions of this Agreement and the applicable provisions of law concerning the sharing of authority and responsibility between the Superintendent and the District, 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 Superintendent and/or the District.

### **Section B – Listing of Rights**

These rights, whether exercised or not, include without being limited to all the rights and powers given to the Superintendent and District by law, the right to select, employ, train, assign, transfer, promote and direct the work of the employees and to periodically evaluate and determine their qualifications; to organize the supervisory staff and the employees and to establish, change, and discontinue improved and experimental methods, facilities, operations, processes, services and techniques; to discipline, suspend or dismiss employees in the manner provided by law; to obtain from any source and to contract and subcontract for materials, services, supplies and equipment; to establish and change any form of employee benefit 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 all employees and all other rights pertaining to change of conditions of employment not specifically given in this Agreement to the Association or to the employees provided, however, that none of these rights shall be exercised by the Superintendent and/or the District contrary to any express provision of this Agreement.

### **Section C – Exercise of Rights**

The failure by the Superintendent and/or the District 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 Superintendent and/or District of any of the rights as provided in this Article shall not be subject to the grievance procedure or to arbitration as provided in Article 3. Except as otherwise specifically provided in this Agreement and except when the Association is notified otherwise, in writing, the District designates the Superintendent as the agent of the District with respect to all matters pertaining to the administration of the provisions of this Agreement.

## **ARTICLE 3 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 an 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 2 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 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 employee whose appearance in such investigations, meetings or hearings as a witness is necessary will be accorded the same right. The Association agrees that these rights will not be abused. However, Association business should generally occur outside the school day.

## **ARTICLE 4 SALARIES**

### **Section A – Placement on the Salary Schedule**

1. Placement on the salary schedule for newly hired teachers and teachers with previous teaching experience in the District who are returning to the District will be determined by the Superintendent after the teachers have been given credit for twenty-five (25%) percent of outside teaching experience. The Superintendent may consider teaching experience, outside work experience and military service in determining placement. His/her decision shall be final and not subject to the grievance procedure.
2. Nurses with a degree shall be placed on the teachers' salary schedule at the appropriate step and column consistent with years of service and advanced coursework and degrees. In addition, nurses with Bachelors in Nursing Degree, who were hired prior to June 30, 2005, will continue to receive a \$500.00 annual stipend.

### **Section B – Lateral Advancement**

Compensation for a change in salary classification may become effective on the first Unit A pay period in the school year and/or the fourteenth (14th) pay period in the school year. Notice of an imminent change in salary classification for the first (1st) pay period must be received by August 1. Notice of an imminent change in salary classification for the fourteenth (14th) pay period must be received by January 1. Grades substantiating eligibility for a salary classification change on the first (1st) pay period must be submitted by the last Friday in August. Grades substantiating eligibility for a salary classification change on the fourteenth (14th) pay period must be submitted by the last Friday in January. All grades must be for documented graduate level courses. Employees must submit course approval/lateral advancement forms. All graduate courses must be approved in advance by the Superintendent of Schools or designee.

### **Section C – Increment Step Increases**

Employees with professional teacher status (PTS) who are placed on Developmental Plans shall not advance an increment step following a second year of an unsuccessful completion of the plan. Said employees shall be allowed to advance across salary columns as indicated by earning graduate level credits and/or advanced degrees. In the future, there will be no exceptions to the guidelines established herein, Article 4, Salaries, Section C, of the Collective Bargaining Agreement.

### **Section D – Payment for Additional Work**

An employee who is required to work in addition to the work periods as provided in Article 5 shall be paid, in addition to his/her annual salary as set forth in Appendix A-1, a daily compensation of 1/182 of his/her annual salary not including supplementary compensation for extra-curricular activities for the 2018-2019 school year, and 1/183 of his/her annual salary not including supplementary compensation for extra-curricular activities thereafter.



## **Section E – Failure to Report to Work**

1. If an employee has not reported for work at his/her scheduled time and has not telephoned the administration giving the reason for delay in reporting and the anticipated arrival time, the administration will telephone the employee to determine the reason for his/her failure to report the absence before committing an assignment to a substitute teacher.

2. To qualify for a paid sick day, the employee will have to report his/her anticipated absence before his/her normal reporting time. In the event that an employee does not report for work within the first period of his/her scheduled time and the administration has employed a substitute teacher to replace him/her, the Superintendent may deduct 1/182 of the employee's annual salary for each day of unreported absence for the 2018-2019 school year, and 1/183 of his/her annual salary thereafter.

## **Section F – Part-Time Employment**

If the reduction in employment of an employee to part-time status is required, every effort will be made by the Superintendent to identify and assign professional duties to the employee in order to restore the employee to full-time employment. Any employee reduced to part-time status shall be compensated on a pro-rata basis in accordance with his/her part-time status.

## **Section G – Additional Annual Salary**

All employees who have received compensation during the school year on the M+45, MM, CAGS and Doctorate columns shall be paid an additional five hundred (\$500.00) dollars with their last paycheck at the end of the school year. Said \$500.00 is considered part of the employee's annual salary and part of their per diem rate. A CAGS should be defined as equivalent to a double Master's degree with a minimum of thirty graduate credits.

# **ARTICLE 5 WORK YEAR, WORKDAY AND WORK ASSIGNMENTS**

## **Section A – Work Year**

1. For the 2018-2019 school year, the work year for Unit A employees, unless otherwise specified below, shall not exceed one hundred and eighty-two (182) days and shall not begin earlier than August 25 and shall terminate not later than June 30. There will be one hundred and eighty (180) instructional days and the equivalent of one (1) professional day and one (1) day for classroom readiness at the beginning of the school year. Effective July 1, 2019, the work year shall not exceed 183 days which shall consist of 180 instructional days and the equivalent of two (2) professional days, 1 full day and one three and a half hour day, and one (1) day for classroom readiness at the beginning of the school year. First year employees may be required to attend additional orientation sessions at the discretion of the Superintendent. The Wednesday before Thanksgiving will be a non-work day.

2. The Superintendent may, at his/her discretion, require any or all employees to attend up to four (4) days in addition to the 182 workdays (2018-2019), 183 workdays (2019-2021) for in-service training/professional development. Reasonable advance notice shall be given. Employees will be paid their per diem rate of pay for such additional days added to their work year.
  
3. The High School counselors shall work, if requested, during each contract year a maximum of ten (10) additional days as directed by the Superintendent. Whatever time is required by the Superintendent shall be distributed equally among all high school counseling personnel. Notice as to the number of days to be required will be provided. High school counselors will normally work five (5) days after the close of school in June and five (5) days prior to the opening of school in September. Compensation for this service shall be paid at the rate of 1/182 of each counselor's base salary multiplied by the number of days worked for the 2018-2019 school year and 1/183 thereafter.
  
4. There will be one (1) half (1/2) in-service day scheduled between grading periods for the purpose of performing work and responsibilities associated with report cards.
  
5. Nurses will report for work one (1) day before the start of the student school year in order to complete necessary paperwork and otherwise prepare for the start of the school year. They shall be paid at their per diem rate.
  
6. The District will make reasonable efforts to give notice to and consult with the WHEA prior to implementing substantial initiatives within the District. If the WHEA determines that the implementation of an initiative impacts work hours, wages, and/or conditions of employment (roles and responsibilities), it may request to bargain over the impacts.

**Section B – Work Day and After Work Day Requirements**

1. Except as otherwise provided in this Article, the workday for employees shall not exceed seven (7) consecutive hours. The Superintendent may assign an employee to a flexible starting time provided that the employee's day is a continuous and non-rotational seven (7) hours. If an employee objects to such an assignment, the employee may request a meeting with the Superintendent to discuss alternatives.
  
2. The work day for employees shall reflect a schedule contiguous with the start and end times of their respective schools.

<b>Louise A. Conley Elementary</b>	8:10 AM – 3:10 PM
<b>John Duval Jr. Elementary</b>	8:35 AM – 3:35 PM
<b>Indian Head Elementary</b>	8:35 AM – 3:35 PM
<b>Whitman Middle</b>	7:30 AM – 2:30 PM
<b>Hanson Middle</b>	7:30 AM – 2:30 PM
<b>Whitman-Hanson Regional High School</b>	6:55 AM – 1:55 PM

Notwithstanding the above, it is understood that extenuating circumstances may require the Superintendent to adjust the above times.

3. The High School counselors' work day during the teachers work year shall be the length of the teachers' regular school day. In addition, each counselor will work two (2) days a week for an additional hour. These days will be staggered to insure that the School Counseling Office is covered each day that school is open.

4. In addition, employees at the High School and Middle School may be required to remain up to sixty (60) additional minutes per day not more than two (2) days per week for two (2) afternoon sessions for the purpose of student make-up or extra help to commence at student dismissal time. This requirement will not be imposed on elementary teachers in recognition of the fact that they have less preparation time available to them.

5. In addition, to the above, employees may be required to attend two (2) afternoon meetings per month for a faculty meeting and a department meeting or a meeting for other school business. The afternoon meetings shall begin ten (10) minutes after student dismissal time. A general staff meeting shall begin no earlier than fifteen (15) minutes after student dismissal time from the school having the latest school dismissal time of the school or schools involved. However, if the general staff meeting includes high school staff, high school staff shall not be required to attend said meetings which begin more than thirty (30) minutes after student dismissal time, except in emergency situations. Each meeting may be one hour in length from time of starting.

One of the afternoon meetings may be extended, if necessary, as determined by the Principal, an additional fifteen (15) minutes up to a maximum length of one and one quarter (1 ¼) hours, provided that the second meeting for that month shall not exceed forty-five (45) minutes in length so that the combined amount of time scheduled for afternoon meetings shall not exceed two (2) hours.

The schedule of afternoon meetings shall be determined and distributed to employees at the beginning of the school year. The agenda and appropriate information needed for the meetings shall be distributed to the employees before the meeting.

6. In addition to the above, employees will be required to attend and participate in up to three (3) evening meetings during the school year. Nurses shall not be required to attend these evening meetings.

### **Section C – Preparation Time and Duty Free Lunch**

1. All Unit A employees in the Middle and High School will have a duty free lunch of not less time than the regular student lunch period. Unit A employees on the Elementary level will have a duty free lunch of at least thirty-five (35) minutes.

2. All Unit A teachers at the High School and Middle School, will in addition to their lunch period, have a duty free preparation period each day of at least the duration of a regular class period during which they will not be assigned to any other duties.

3. Elementary teachers (K-5) will be provided with forty-five (45) consecutive minutes of preparation time each day. The Association recognizes that such schedule may not always be possible and where that is the case, the Administration shall meet with the Association to discuss possible options. In addition, these teachers will be provided with a 15 minute preparation period at the beginning or end of the work day. If a recess is held, each elementary school teacher shall be off duty for a recess period every other day.

4. Teachers assigned to work in more than one (1) school building shall have reasonable time for travel between buildings in addition to the above mentioned planning time and duty free lunch time.

5. Counselors and School Psychologists at the High School shall neither be scheduled for a preparation period nor supervisory period outside of their primary assignment.

#### **Section D – Schedules in the Middle School and High School**

1. Teachers at the Middle School and High School will not be assigned more than seven (7) periods per day consisting of one (1) preparation period and not more than five (5) teaching periods.

2. Notwithstanding this Section D, the number of periods to which teachers are assigned may be varied provided there is compliance with the provisions of Article 5 pertaining to work day, preparation time and lunch periods.

3. Teachers will not be required to teach more than two (2) subjects nor more than a total of three (3) teaching preparations (within said subjects) at any time. Teachers may, however, if requested, volunteer to accept one additional preparation. Volunteers will be solicited among the experienced staff first.

4. Counselors and School Psychologists at the High School shall neither be scheduled for a preparation period nor supervisory period outside of their primary assignment.

5. Refusal to comply with requests to volunteer for additional preparations under this Section D shall not prejudice in any way the evaluations or assignments of said teacher. In the event that a teacher believes that prejudice exists, he/she shall have the right to file a grievance in accordance with Article 3.

#### **Section E – Exceptions**

Exceptions to the provisions of Sections C and D may be made in cases of extenuating circumstances. The Association will be given prior notice and an opportunity to discuss the proposed exception(s). The determination is subject to the grievance procedure.

## **Section F – Non-Teaching Supervisory Duties**

1. Teachers may be required to perform the following supervisory duties: Cafeteria, corridor, bus, school grounds, homeroom, study hall, discipline hall and lavatory. The Administration shall make reasonable efforts to rotate non-professional assignments among the staff. The Administration's determination of these assignments shall be grievable to the level of the Superintendent and shall not be able to be arbitrated.
2. Additional assignments shall be able to be completed during the work day.

### **ARTICLE 6 CLASS SIZE**

The District and the Association recognize that class size can be an important factor in good education, and the District will, subject to space availability and all other educational considerations, ensure that class size is conducive to an effective learning atmosphere. Whenever possible, the numbers of students at each grade level and in each subject shall be kept as balanced as possible. Class sizes of special needs students will be kept within the recommended D.E.S.E. guidelines.

### **ARTICLE 7 INCLUSION OF STUDENTS**

The parties recognize that inclusion of disabled students, (i.e. students returning to the District after receiving services in a private residential, private day, or substantially separate placement), as distinguished from mainstreaming of special needs students, are the goal and equal responsibility of all regular education staff and raises issues of concern for the teaching staff. Therefore, the administration will make a good faith effort to do the following:

1. Involve the receiving teacher in the placement-making process.
2. Allow for the consultation time in the IEP when the regular education teacher serves as the TEAM liaison and writes the IEP for the student.
3. Make available training opportunities appropriate in view of the needs of the student, upon request of the Special Needs TEAM.
4. Work with the teacher to develop successful strategies, upon request of the Special Needs TEAM.

**ARTICLE 8  
TEACHER EMPLOYMENT**

**Section A - Damage to Personal Property**

On a case by case basis, as determined by the District, employees 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 \$100 and will be granted only where both the amount of damage and the actual record of such damage are verified by receipt, work order, or other verification acceptable to the District.

**Section B – Notice of Resignation**

Employees, who decide to terminate employment during the school year, will provide written notice to the Superintendent at least thirty (30) calendar days prior to the effective date of resignation. Employees who resign between the close of school in June and August 1 may give fifteen (15) days' notice of resignation.

**ARTICLE 9  
TEACHER ASSIGNMENTS**

**Section A – Notice of Assignments**

Employees, other than newly appointed employees, will be notified, in writing, of any changes in their schedules or changes in classroom for the coming school year no later than August 1. Changes in subject assignment and schedules may be made after that date with two (2) weeks' notice or immediately in the event of unforeseen circumstances as determined by the Superintendent.

**Section B – Changes in Assignments/Transfers**

1. In making changes in grade assignment in the elementary schools and in subject assignment in the middle schools and high school and in transferring employees from one building to another, the convenience and wishes of the individual employee will be honored to the extent that these wishes do not conflict with the best interests of the District and the students. Employees may be assigned to teach outside their license to the extent allowed by law.
2. An employee who has informed the District of his/her intention to retire within three years or less shall not be involuntarily transferred from one building to another except for just cause.
3. Notification of involuntary transfers or changes in grade assignment in the elementary schools or subject assignment in the middle schools and high school will be made no later than June 1 of the school year preceding the change, except in case of unforeseen circumstances. An employee who is given notice of reassignment or transfer may request a meeting with the

Principal or Superintendent at which time the employee will be given the reasons for the transfer or reassignment and have an opportunity to discuss the proposed transfer or reassignment.

4. Employees who are involuntarily transferred shall receive an additional personal day to be used during the year following the transfer provided that the reason for the transfer is not related to or the result of disciplinary action. This provision shall not apply to an elementary change in grade assignment within the same school.

### **Section C – Voluntary Transfers**

Employees who desire a change in building, grade, or subject assignment will file a written statement of such desire with the Office of the Superintendent not later than April 1. Such statement will include the building, grade, and/or subject to which the employee desires to be assigned. As soon as practicable, and not later than one (1) week prior to the end of the school year, the Superintendent will notify each employee of the action taken in regard to his/her request for a change.

### **Section D – Inter-School Travel**

Employees assigned to more than one school in a school day will be notified of changes in their schedules as soon as practicable. Employees will be reimbursed for inter-school driving at the I.R.S. rate of reimbursement.

## **ARTICLE 10 VACANCIES**

### **Section A – Posting of Vacancies**

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

2. During July and August, all positions including classroom positions shall be posted on the Whitman-Hanson R.S.D. web site and the Association President will be notified of each posting by e-mail.

### **Section B – Appointments**

Employees will be given the opportunity to make application for the open positions. In appointing an applicant to fill a vacancy, 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. An appointment by the Superintendent to fill a vacancy in a professional position shall not be subject to grievance or arbitration as provided in Article 3.

**ARTICLE 11**  
**POSITIONS – SUMMER SCHOOL/FEDERAL PROGRAMS**

**Section A – Posting of Vacancies**

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

**Section B – Appointments**

Positions in any summer school or under federal programs will, to the extent possible, be filled first by regularly appointed, qualified employees in the District.

In filling such positions, consideration will be given to an employee's area of competence, major and/or minor field of study, quality of teaching performance, attendance record and length of service in the District.

Summer school pay will be included as part of annual salary.

**Section C – Curriculum Development**

At the discretion of the Superintendent or the Superintendent's designee, teachers may work additional hours under the direction of designated administrators or Curriculum Coordinators in order to produce curriculum and/or instructional materials. For this purpose, the hourly rate shall be thirty-two (\$32.00) dollars.

Volunteers shall be given preference in receiving these curriculum/materials development assignments. If possible, assignments may be made before April 15 of the calendar year in which the program was approved.

**ARTICLE 12**  
**COMPLAINTS/PERSONNEL FILES/JUST CAUSE**

**Section A – Complaints**

1. In the event that a deficiency or commendation in the performance of an employee is observed by the administrative staff outside of the formal evaluation process, such deficiency or commendation will be called to the attention of the employee within five (5) work days. The administrator shall fulfill this requirement by personal contact with the employee involved that may, at his/her discretion, after consideration of the stated purpose for said meeting, request the presence of an Association representative.



2. Any criticism of an employee by a supervisor, administrator, or any other agent of the employer shall be made in private and never in the presence of pupils, parents, other employees or at a public gathering. Critiques made shall be confidential except to the extent required by M.G. L. c. 150E.

3. Whenever any employee is required to meet with any employer representative concerning any matter which could adversely affect the employee's status, the employee shall be given notice of the nature of the meeting and shall be entitled to have an Association representative present. The notice shall be sufficiently specific to allow the employee to respond to the matters for which the meeting is being called. The meeting shall be scheduled at a time mutually convenient for the employer, the employee and the Association representative. The above requirements do not include meetings related to the evaluation process which are held to convey work instructions, training, classroom observations or needed corrections or where the employer simply wishes to inform the employee about a disciplinary action that has already been made and no information is sought by the employer.

4. Any complaint against an employee to an administrator will be called to the attention of the employee within two (2) work days of the receipt of the complaint.

5. In the case of any complaint received by the administration which gives rise to an investigation, the employee will be promptly notified of the complaint, the source of the complaint and the disposition of the complaint. The employee will be provided with a copy of any complaint made in writing as well as any and all written documents pertaining to the complaint, the investigation of the complaint and the disposition of the complaint.

6. No material derogatory to an employee's conduct, service, character or personality will be placed in the employee's file unless the employee has had an opportunity to review the material. The employee will acknowledge that he/she has had the opportunity to review such material by signing the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a rebuttal to such material and said rebuttal shall be attached to the file copy.

## **Section B – Personnel Files**

An employee shall have the right, upon request, and at a time mutually convenient to the employee and the Superintendent, to review the contents of his/her personnel file, folders and records and to make copies of the contents of said files and to have a representative of the Association present for said review. The employee shall acknowledge that he/she has had the opportunity to review the contents of his/her personnel file by affixing his/her signature on a memorandum to that effect.

### **Section C – Disciplinary Action**

1. An employee with professional teacher status (PTS), against whom disciplinary measures are taken because of the contents of his/her evaluation reports, shall have the right to file a grievance pursuant to Article 3 of the Agreement.
2. No employee will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. If an employee is to be disciplined or reprimanded, he/she may request that a representative of the Association be present. Such disciplining or reprimanding shall be conducted in private.
3. The non-renewal of an employee who has not attained professional teacher status under the law shall not be subject to the grievance and arbitration procedures of Article 3.

## **ARTICLE 13 FACILITIES**

### **Section A –Storage Space/Workrooms/Faculty Lounge**

It is agreed that the District will provide the following facilities:

1. Space in each classroom for safe storage of personal belongings, instructional materials and supplies;
2. Heated employee workrooms containing adequate equipment and supplies to aid in the preparation of instructional materials;
3. An appropriately furnished room to be reserved for the exclusive use of the school staff for faculty dining. To the extent possible, said room will be in addition to the aforementioned employee workroom.

### **Section B – Communication Systems/Restrooms**

To the extent feasible in existing buildings and in designing new buildings, the District will provide the following facilities:

1. A communication system that enables employees to communicate with the main office from their classrooms in the event of an emergency
2. Well-lighted and clean restrooms

**ARTICLE 14  
USE OF FACILITIES**

**Section A – Building Use**

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

**Section B – Bulletin Boards**

There will be one (1) bulletin board in a common work area in each building 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 District or any member thereof.

**Section C – Membership Rights**

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

**ARTICLE 15  
SICK LEAVE AND SEVERANCE BENEFITS**

**Section A – Sick Leave**

1. Employees will be granted fifteen (15) sick leave days at the beginning of each year. Sick leave days are accruable to three hundred fifteen (315) days. Sick leave days may be used for employee illness injury or in the event of illness of a member of the employee's immediate family. Up to fifteen (15) days per year may be used in the event of family illness. For the purposes of this section, immediate family shall be defined as parent, spouse, domestic partner, child, brother or sister. The Superintendent may require documentation of the family relationship and the nature of the illness. Upon return to employment, employees who are absent in excess of five (5) consecutive days during a school year may be asked to provide the principal with a physician's written statement accounting for the absences.

2. Notwithstanding Section A, 1 above, during the first school year of employment, an Employee 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. The sick leave may be taken in advance, provided, however, that should an employee use sick leave days beyond those to which he/she has become entitled and leave the employ of the system, and the appropriate deduction shall be made from his/her final paycheck for that school year.

3. All accrual time shall be accurately reflected in an employee's file twice a year and, upon request, provided to the employee.

## **Section B – Compensation for Attendance**

1. An employee who does not use any sick leave during a full school 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. Employees shall not be allowed to alter or adjust their time at the end of a school year in order to become eligible for this benefit. (e.g., changing a sick day to a personal day)
2. Beginning July 1, 2016, the two (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.

## **Section C – Severance Benefit**

1. Upon retirement, death or voluntary resignation of an employee, who has completed ten (10) years of service in the District, said employee or the employee's estate will receive one-half (1/2) a day's pay at the rate of compensation that the employee was receiving at the time of retirement, death or voluntary resignation for all unused accumulated sick leave up to sixty (60) days in excess of eighty (80) days. Employees who are terminated for cause are excluded from this benefit.
2. In the event of a breach of Article 25, any employee who participates in the breach shall not be entitled to the benefits of this Article for the duration of the breach.
3. For employees starting 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 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 Districts list of approved 403(b) providers.

## **Section D – Retirement Benefit**

1. 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 1<sup>st</sup> date but in no event later than June 30<sup>th</sup> of the year prior to the year in which the teacher will retire (i.e., at least 12 months' notice).
2. 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.

3. The benefits of this Section D shall be available only to those employees who were employed on February 1, 2016, and shall not be available to employees hired after that date.

4. For employees starting 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 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 Districts list of approved 403(b) providers.

### **Section E – 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 A, 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.

**Section F – Workers Compensation**

1. Whenever an employee is absent from school as a result of personal injury caused by an accident or an assault occurring in the course of his/her employment, the employee may elect to charge all or part of such absence during the period of temporary disability to sick leave, in which event the employee shall receive the sick leave pay to which he/she is entitled for the period so charged, less the amount of any Workers' Compensation award made for temporary disability due to such injury for any period for which sick leave is paid. If the employee elects to combine Workers' Compensation payments with sick leave, the employee will lose that percentage of what the Committee pays in sick days. For example, if Workers' Compensation pays 60% of a day's pay and the District pays the remaining 40%, the employee will lose 40% of a sick day.
2. In the absence of such election, such employee shall not receive sick leave payments during the period of his/her disability and his/her sick leave credit shall not be reduced by reason of any Workers' Compensation payment received for temporary disability due to injury.

**ARTICLE 16**  
**TEMPORARY LEAVE OF ABSENCE**

**Section A – 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 day next preceding or following 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 leave days may be carried over from year to year to a maximum of four (4) days in any one year.

**Section B – School Visitations**

Employees will be allowed at least one (1) day for the purpose of visiting other schools or attending meetings or conferences of an educational nature at the discretion of the Superintendent.

**Section C – 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.

**Section D – 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.

**Section E – 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.

### **Section F – 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.

### **Section G – 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.

### **Section H – 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.

### **Section I – General**

1. Leaves taken pursuant to this Article are in addition to any sick leave to which the employee is entitled under Article 15.
2. The building principal will provide substitute coverage only as needed and as prudent given the supervisory duties. No employee will be required to arrange for his/her own substitute. If the building principal can demonstrate that a reasonable effort was made to obtain a substitute for a given employee absence, it is understood that failure to obtain a substitute shall not be grievable.
3. When Unit A employees serve in interim Unit B positions, there will be no loss of seniority when interim Unit B employees return to the Unit A positions. For example, as an interim assistant principal going from Unit A to Unit B temporarily will experience no loss of seniority while being paid as an assistant principal.



**ARTICLE 17**  
**EXTENDED LEAVES OF ABSENCE**

**Section A – Leaves for Overseas or Exchange Teaching**

A leave of absence without pay for up to two (2) years will be granted to any teacher with professional teacher status who serves as an exchange Teacher or an overseas Teacher, and is a full-time participant in such programs. Upon return from such leave, a Teacher will be placed on the salary schedule at the level he 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.

**Section B – 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.

**Section C –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.

## **Section D – 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:

- (1) 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\*;
- (2) 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.

### **Section E – 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.

### **Section F – 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.

### **Section G – Other Leaves**

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

### **Section H – 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 18  
SABBATICAL LEAVE**

Upon approval of the Superintendent, sabbatical leaves may be granted for study or travel to members of the professional staff, subject to the following conditions:

1. No more than two (2) members 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, not later than December 31, and action must be taken on all such requests no later than April 1 of the school year for the school year for which the sabbatical is requested.
3. The employee has completed at least seven (7) consecutive full school years of service in the District.
4. Employees on sabbatical leave shall receive from the District 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 employee shall enter into written agreement with the Superintendent that, upon the termination of such leave, he/she 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/she shall refund to the District an amount equal to such proportion of salary received by him/her 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 return from sabbatical leave, an employee's salary shall be the same as he/she would have received had the period of his/her leave been spent in the District, and he/she shall be returned to the same position which he/she 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/her research or study to the District in such form as is determined by the Superintendent or his/her designee.

**ARTICLE 19  
EMPLOYMENT RELATED ASSAULT**

**Section A – Reporting Assaults**

1. Employees shall immediately deliver to the Office of the Superintendent a written report of all instances of assault upon them during the course of their employment. The report shall be forwarded to the District and the District will comply with any reasonable request by the

employee for information in its possession relating to the incident or the persons involved in the assault which, in the opinion of the District, is not confidential or legally restricted.

2. In the manner and to the extent it considers appropriate and reasonable, the Superintendent will act as a liaison between the employee, the police and the courts in cases of assault.

### **Section B – Legal Action**

The District will act in accordance with M.G.L. c. 258 when a tort action is brought against an employee as a result of any action by that employee acting within the scope of his/her employment.

### **Section C – Reimbursement**

1. If an assault occurs that is clearly determined not to be the fault of the Unit A member, any sick leave directly attributed to the incident will not be charged to the employee less any financial assistance provided by insurance or other sources.

2. The District shall reimburse employees, who are exonerated of any fault, reasonable costs incurred as a direct result of the physical assault (battery), including repairing and replacing personal property that may have been damaged or lost and directly related medical costs not covered by insurance benefits, whether personally maintained or provided for in the Agreement.

3. In the event that criminal or civil charges are brought against an employee in connection with a physical assault (battery), the employer shall reimburse the employee for reasonable legal fees incurred in securing his/her own defense provided that all other means of reimbursement are exhausted and that the employee is found clearly without fault.

## **ARTICLE 20 LONGEVITY PLAN**

### **Section A – Eligibility**

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 Article XXIX, 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 XV, section 153, 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 21**  
**INSURANCE – LIFE/MEDICAL/DENTAL**

**Section A – Life Insurance**

Each employee shall be insured for the cost of a \$50,000.00 group life insurance plan of the type presently provided and the District will pay fifty (50%) percent of the cost of the premium.

**Section B – Health Insurance – Active Employees**

The District will 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 (\$10,000.00) dollars for an individual plan and twenty thousand (\$20,000.00) 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 provide Delta Dental Insurance. The District will pay sixty (60%) percent of the cost of the premiums and the employees will pay forty (40%) percent. 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 22 TEXTBOOKS**

### **Section A – Adequate Instructional Materials**

The District will seek to provide sufficient textbooks, supplies and materials relevant to the curriculum to insure that each student in a classroom has textbooks, supplies and materials for his/her own use.

### **Section B – Process for Textbook Selection**

1. Before the Superintendent approves a textbook, the Administration will notify the Department concerned that a change is being considered. The Department will have the right to discuss such change or selection with the Administration, provided that the Department files a request for discussion within five (5) school days after receipt of said notice.
2. Similarly, the Department may, if it desires, initiate discussion over a change in a textbook or the selection of a new textbook, file written notice with the Administration of its desire. The Administration will acknowledge receipt of said request, in writing, within five (5) school days thereafter, and the Administration and the Department will arrange for a mutually satisfactory time and place to meet and discuss the matter.
3. It is expressly understood that in granting the Department the right to discuss changes in and sections of textbooks, the Superintendent in no way waives his/her right to approve the final decision in regard to these matters, and a failure to agree with the Department is not subject to the grievance procedure or arbitration.

## **ARTICLE 23 ACADEMIC FREEDOM**

The private and personal life of an employee is not within the appropriate concern or attention of the District except as it may interfere with the employee's responsibilities to and relationships with students and/or the District. Employees will be entitled to full rights of citizenship and no religious or political activities of any employee, provided such activities do not take place during working hours, or lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such employee.

## **ARTICLE 24 REIMBURSEMENT FOR PROFESSIONAL IMPROVEMENT**

### **Section A – Reimbursement for In-Service Training, Workshops and Conferences**

The District will reimburse the reasonable actual expenses consisting of tuition, fees, meals, lodging and/or transportation incurred by Employees who attend in-service training courses,

workshops, seminars or conferences for the purpose of professional improvement at the request of or with the advance approval of the Superintendent and submittal of required receipts.

### **Section B – Reimbursement for Professional Improvement**

With the pre-approval of the Superintendent and upon submission of a passing grade, the District will pay for the cost of tuition, books and fees for each employee during the course of each year consistent with the following:

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.

## **ARTICLE 25 STRIKES**

### **Section A – Conduct of Association**

During the term of this Agreement, the Association shall not cause or sponsor, and no employee shall cause or participate in a strike or work stoppage. Employees who participate in any such act may be disciplined or discharged without recourse to arbitration, provided, however, that the question of their participation shall be subject to the grievance and arbitration provisions of the Agreement.

### **Section B – Law on Strikes**

It shall be unlawful for any employee to engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services and the Association agrees to abide by and be subject to the provisions of M.G.L. Chapter 150E, Section 9A, as amended.

## **ARTICLE 26 GENERAL**

### **Section A – No Reprisals**

There will be no reprisals of any kind taken against any employee by reason of his/her membership in the Association or participation in its activities.

## **Section B – Procedure for Calling in an Absence from Work**

Employees 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.

## **ARTICLE 27 SCOPE OF AGREEMENT**

### **Section A – Scope**

1. On the matters contained herein, this Agreement constitutes District and Association policy for the term of said Agreement, and the District and the Association will carry out the commitments contained herein and give them full force and effect as their policies. The District will amend its Administrative Regulations and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.
2. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
3. This Agreement includes all the agreements reached by the Parties hereto pertaining to the wages, hours and other conditions of employment of employees which either the District or the Association proposed as a subject of negotiations.
4. 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 whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

### **Section B – Modification of 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.

## **ARTICLE 28 NEGOTIATIONS PROCEDURE**

### **Section A – Reopening Negotiations**

Not later than October 15 of the calendar year preceding the calendar year in which this Agreement expires, the District agrees to enter into negotiations with the Association over a successor Agreement in accordance with the procedure set forth herein in a good faith effort to

reach agreement concerning employees' wages, hours and other conditions of employment. Any Agreement so negotiated will apply to all employees covered by this Agreement, and will be reduced to writing and signed by the District and the Association.

### **Section B – Conduct of Negotiations**

During negotiations, the District and the Association will present relevant data, exchange points of view, and make proposals and counterproposals. Either Party may, if it so desires, utilize the services outside consultants.

### **Section C – Scheduling of Negotiations During the School Day**

If negotiation meetings 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.

## **ARTICLE 29 REDUCTION IN FORCE**

The District retains the right to reduce the number of employees in its employ. In the event that the District determines to reduce the number of employees, the procedures set forth below shall apply.

### **Section A – Employees with Professional Teacher Status vs. Employees without Professional Teacher Status**

No employees with Professional Teacher Status (PTS) shall be laid off if there is an employee without PTS for whose position the employee with PTS is currently certified.

### **Section B – Layoff Procedure**

The order of layoffs for professional teacher status teachers within the subject area(s) of licensure shall be determined based on the teachers' qualifications, which shall mean job performance, including overall ratings on teacher summative evaluations, and the best interests of students in the school or district. The number of summative evaluations compared will include all evaluations written for teachers during the time equal to the most recently hired professional status teacher in the targeted discipline. The most recent evaluations that will be used are from the previous full school year that the RIF are taking place. In the event that teachers' qualifications are no different from one another, a member's length of service as a teacher in the district shall serve as the tie-breaker in determining the first teacher to be laid off. For purposes of this section, no distinction shall be made between an overall performance rating of exemplary or proficient.

### **Section C – Bumping Procedure**

Employees, who have been reached for layoff with the affected discipline in accordance with Section C above, shall have the right to take the position of a teacher in another discipline having less seniority provided the teacher is certified in the other discipline.

Notwithstanding the above, the Superintendent may retain a junior employee where, in the judgment of the Superintendent, such employee is shown to be demonstrably superior in performance and/or qualifications. Demonstrably superior performance may be identified by supervisory comments written in the Summary Evaluation Report which is completed on each employee.

### **Section D – Definition of Seniority**

1. Seniority shall be defined as the length of continuous full-time and/or regular part-time service in years, months and days in a bargaining unit position under this contract. Regular part-time service will be pro-rated. Seniority shall be computed from the date of initial employment in a Unit A bargaining unit position.
2. Notwithstanding, Section 1 above, in the event a teacher was employed as a teacher for the WSC, the HSC or the WHRSD prior to being employed by the PK-12 WHRSD, the teacher's seniority shall include all the teacher's accrued bargaining unit time from those Districts.
3. Notwithstanding, Section 1 above, if a teacher is hired prior to meeting the license requirements for the position, the teacher will not begin to accrue seniority until the teacher meets the license requirements. Once license has been obtained, the teacher will be granted seniority retroactive to his/her initial date of employment in the Unit A bargaining unit.
4.
  - a. Notwithstanding, Section 1 above, Unit B administrators who does not teach or have a case load, who have accrued seniority in the teachers bargaining unit, will retain that seniority for up to three years after leaving the teachers unit and will be placed on the seniority list in the subject area in which the administrator taught while in the teachers bargaining unit.
  - b. Unit B members, who do teach or have a case load, who 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 listing the appropriate subject area.
5. When the total number of years, months and days are equal, seniority shall be determined by the greater attainment. Attainment means the level of academic preparation as outlined by the salary columns in Appendix A. In the event that the employees are on the same column, then a lottery will be conducted to determine seniority.
6. Unpaid leaves of absence shall not be deemed to interrupt continuous service but will not be counted towards seniority. Thus, seniority in these instances means the total number of years,

months and days of active service preceding the leave of absence added to the total number of years, months and days of active service after the leave of absence.

7. Resignation, termination and failure to be recalled within the thirty-six month recall period will break continuous service.

### **Section E – Seniority List**

The Superintendent of Schools will post in each school building a Seniority List of all members of the bargaining unit by February 1 of each school year. Employees with the greatest seniority will be listed first and employees with the least amount of seniority will be placed last on the list within the appropriate disciplines. Employees may appear on the seniority list in more than one (1) discipline if they hold an active or inactive license. Disciplines will be in accordance with the Massachusetts Department of Elementary and Secondary Education (DESE) Regulations. All courses taught shall be listed within the disciplines.

Employees will have twenty (20) school days from the date of the posting of the Seniority List to notify the Superintendent of a challenge to the list. Said challenge shall be in writing and shall specify the nature of the challenge.

The Superintendent will then have ten (10) school days from the date of the letter to respond in writing to the challenger and any other affected party. If the challenge remains unresolved, the time limits for a grievance will begin with the date of the Superintendents response and will begin at Level Two of the Grievance Procedure.

If no challenge is made within the twenty (20) calendar days, the list will stand for that year and no grievance will be considered. The employee's placement on the list may be challenged and/or grieved, if need be, in a subsequent year pursuant to the time limits set forth above.

### **Section F – Licensure**

Licensure means official credentials on file with the Massachusetts Department of Elementary and Secondary Education, Bureau of Teacher Licensure and the Superintendent of Schools.

### **Section G - Notification**

1. Professional staff to be reduced shall be notified in writing by the Superintendent no later than May 31 if feasible, but in no event later than June 30 of the school year preceding the school year in which the layoff is to be effected.

2. Before any reduction in force is implemented, the Superintendent shall notify the Association of the reason or reasons for the reduction and the approximate number of positions involved.

3. Nothing in this Article shall diminish the right of the District or the professional workforce under the provisions of the Massachusetts General Laws.

## **Section H – Recall**

1. Laid-off employees will be placed on the recall list for thirty-six (36) months. The effective date of the layoff shall be the last day worked by the employee.
2. Employees on the Recall List shall be deemed to be on an involuntary leave of absence from the District for the duration of the recall period.
3. During the recall period, the Superintendent will notify those persons on the recall list concerning vacancies in professional positions in which, (a) the employee is certified and (b) the employee has taught at least one (1) full year in the discipline.
4. Employees who are on the Recall List shall be given priority status on the substitute teacher list during their recall period if they so notify the Superintendent, in writing, within thirty (30) calendar days, that they wish to be given priority status on the substitute list.
5. When a vacancy occurs to which an employee is entitled to be recalled, the appropriate employee shall be notified, by Certified Mail, at their last recorded address. Failure to accept Certified Mail shall not be deemed sufficient reason for failing to meet the necessary response date. Failure to respond to the Superintendent with a letter of acceptance of the offered position within fifteen (15) working days of the mailing date of the recall notice shall be considered a rejection of such offer and the employee shall be removed from the Recall List. The recall notice will include the date when the employee is to commence work.
6. During the recall period, no employee will be dropped from the Recall List unless the employee failed to accept a position which is in the bargaining unit.
7. An employee who was reduced from a full-time position and is on the Recall List may accept a part-time position and retain his/her eligibility to be assigned to a full-time position for subsequent school years; and an analogous right shall exist for an employee who is reduced from a part-time position, accepts a full time position, and wishes to retain eligibility for assignment to a part-time position for subsequent school years.
8. Employees on the recall list shall be entitled to membership in the group Health and Life Insurance coverage in existence in the District, provided, however, that the employee pays the entire cost of such insurance pursuant to the requirements of Chapter 32B and that there shall be no contribution by the District for such employee's insurance.
9. Employees recalled during the recall period shall be credited with the salary and fringe benefits to which they were entitled at the date of their last active employment.

**ARTICLE 30  
JOB SHARING**

**Section A – Definition and Terms of Job Sharing**

1. Job sharing shall mean the sharing of the performance of duties and responsibilities of a full-time professional position by two part-time employees. Each employee shall participate equally in the performance of the duties and responsibilities of the position.
2. The participation of employees in job sharing shall be on a voluntary basis. No job sharing position shall be established without the approval of the Superintendent. Such approval shall be granted and reviewed on an annual basis.
3. An employee who is employed on a full-time basis and who desires to participate in a job sharing position shall inform the Superintendent, in writing, that he/she is willing to accept a reduction from a full-time to a part-time position. Such employee shall also indicate, in writing, that he/she understands that, once such reduction to a part-time position is made, the employee cannot thereafter change his/her mind and displace or intrude upon the recall of a less senior employee to attain full-time status. If, however, there is a full-time position opening for which the employee is certified, he/she will be allowed to return to a full-time position.
4. Nothing in this Article shall preclude the appointment by the Superintendent of an employee assigned to a job sharing position to a full-time position.

**Section B – Working Conditions**

The following working conditions shall apply to employees participating in job sharing:

1. The regular workday for each employee shall be one-half the regular workday for full-time employees. There shall be an overlap of ten (10) minutes between the morning and afternoon tours of duty. Job sharers may also split the week rather than the day.
2. Both employees will be present on duty for the entire workday for the first week of the school year each year.
3. Half-days and in-service times shall be shared with the two employees taking turns at coverage and reporting to each other.
4. Both employees will be present for parent conferences.
5. Both employees will arrange meeting times to evaluate students and mark report cards.
6. If there is a temporary staffing interruption due to illness or other reason, the employee who is available for work will cover for the absent teacher, whenever possible, thereby eliminating the need for a substitute.



7. The preparation time set forth in Article 5 of this Agreement shall be shared by each teacher.

### **Section C – Compensation and Benefits**

1. Each employee will be paid one-half of his/her appropriate full-time annual salary, except when the employee works a full day pursuant to the terms set forth above. On such days, the teacher will be paid his/her full daily rate of compensation.

2. The accrual of benefits provided for in Article 15 and Article 16 will be pro-rated. The accrual of seniority will be pro-rated. The District will pay for the insurance of only one of the job sharers.

## **ARTICLE 31 EXTRA CURRICULAR ACTIVITIES**

### **Section A – Employment**

1. Participation by employees in extracurricular activities which includes clubs, athletic coaching and similar activities taking place outside the school day will be strictly voluntary. Activities will be classified as Academic, Athletic, Service, and Special Interest.

2. The District retains the right to eliminate, modify, or terminate extra-curricular positions. If an extracurricular activity is discontinued after the activity has begun to function during the school year, the assigned employee will receive full compensation for the extracurricular activity as provided in Appendices A-3 and A-4.

3. An employee who holds an extra-curricular position shall not have released time because of his/her duties connected to the position.

4. Appointments will be made on an annual basis. Positions will be posted annually and all members of the bargaining unit will have an opportunity to apply.

5. The administration will inform the WHEA about the need to create a new club/extracurricular position with that club position being assigned a stipend before club operates.

### **Section B – Compensation**

1. Compensation for extra-curricular activities shall be paid in accordance with Appendices A-3 and A-4 and shall be paid to the employee as follows in November (40% of the stipend) and in June (60% of the stipend) at the completion of each activity.

2. Compensation for extra-curricular activities shall not be included in the basis for compensation for leaves of absence.

3. Prior to receiving compensation, all advisors will be responsible for completing a club audit in November and a final club audit in June.

**ARTICLE 32**  
**METHOD OF PAYMENT OF SALARIES, PAYROLL DEDUCTIONS**  
**AND AGENCY FEE**

**Section A – Method of Payment of Salary**

All professional staff shall receive twenty-six (26) equal installments each year payable on the same day of the week every other week, beginning with the second (2<sup>nd</sup>) Thursday after the first (1<sup>st</sup>) day of the school year, provided that the last five (5) payments will be paid in one (1) lump sum at the conclusion of the school year. All salary payments will be made by automatic direct deposit with electronic notification.

**Section B – Dues Deductions**

1. The District agrees to deduct from the salary of its employees dues for the Whitman-Hanson Education Association, Plymouth County Education Association, Massachusetts Teachers Association and the National Education Association and to transmit the monies promptly to the Treasurer of the Whitman-Hanson Education Association. Employee authorization shall be in writing on a form determined by the Treasurer of the Whitman-Hanson Education Association.
2. The Association shall indemnify and save the District harmless against all claims, demands, suits, or other forms of liability, which may arise by reason of any action taken in making deductions and remitting the same pursuant to this Section B.

**Section C – Annuity Deductions**

1. The District will, upon written request of an employee, enter into an agreement with said employee to reduce the amount of his/her salary to the extent permitted by Section 403(b) of the Internal Revenue Code, as amended, and to apply the amount of said deduction in salary to the purchase of a tax sheltered annuity plan for said employee(s).
2. Deductions will be made in equal amounts each pay period by the District from the employee's paycheck.
3. The District shall, on a day appointed within ninety days of the opening of each school year, enter into a written agreement with any of its employees to purchase or make payments to an individual or group annuity contract or any other investment authorized under Section 403(b) of the Internal Revenue Code. All employees will be notified by the District of the date.
4. Changes (i.e., additions to or reduction from the annuity amount) may be made at any time during the year.

5. Pursuant to M.G.L. Chapter 71, Section 37B, the District Treasurer shall transmit the premium payments so deducted to the issuing insurer or selling company within fourteen (14) days of the deduction.

### **Section E – 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 M.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 able to be arbitrated. 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.

### **Section F – Vote Deductions**

Employees may authorize the District to deduct from their salary a contribution for Voice of Teachers for Education (VOTE) in an amount which the employee shall specify in writing. The District will certify on the payroll the amount to be deducted by the District Treasurer. Such amounts shall be transmitted to the VOTE NEA-PAC holding the account within thirty (30) days.

### **Section G – Accrual Time**

All accrual time shall be accurately reflected in an employee's file twice a year and, upon request, provided to the employee.

**ARTICLE 33**  
**C.O.R.I. REGULATIONS**

**Section 1 –Requests for C.O.R.I. and Fingerprinting Checks**

In compliance with the provisions of Chapter 385 of the Acts of 2002, 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.

**Section 2 –Location of C.O.R.I. Reports**

All C.O.R.I. and Fingerprint reports shall be kept in a separate, secure file maintained in the office of the Superintendent.

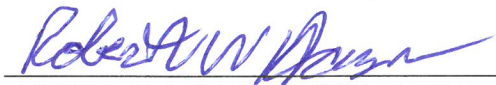
**Section 3 – Review of C.O.R.I. Reports**

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.

**ARTICLE 34  
DURATION**

This Agreement will be effective as of July 1, 2018, and will continue and remain in full force and effect for three (3) years until and including June 30, 2021. The parties agree that not later than October 15, 2020 they will enter into negotiations for a successor Agreement to become effective as of July 1, 2021. If negotiations for a successor Agreement are not completed by June 30, 2021, this Agreement will continue in effect until said negotiations are completed, but in no event later than December 31, 2021 and said agreements reached during said extension period will be retroactive to July 1, 2021. In witness whereof, the parties to this Agreement have caused it to be executed in duplicate in their names on the date set forth below.

**FOR THE WHITMAN-HANSON REGIONAL SCHOOL COMMITTEE:**



ROBERT W. HAYES, CHAIRPERSON

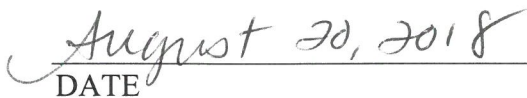
**FOR THE WHITMAN-HANSON EDUCATION ASSOCIATION:**



KEVIN KAVKA, PRESIDENT



BETH STAFFORD, CHAIRPERSON



DATE

## APPENDIX A-1

### 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



APPENDIX A-2

**TEACHER LEADERS, MENTORS AND COMMUNITY EVENING SCHOOL**

TEACHER LEADERS, MENTOR COORDINATORS, MENTORS, AND COMMUNITY SERVICE LEARNING STIPEND POSITIONS ARE PENSIONABLE. THE CONTRACTED STIPEND:

TEACHER LEADER: \$500

MENTOR COORDINATOR: \$3,000

MENTORS: \$500

STUDENT MENTOR COORDINATOR (GRADE 9): \$500

LEAD NURSE: \$6,500

COMMUNITY SERVICE LEARNING; COMMUNITY EVENING SCHOOL STAFF – THE CONTRACTED STIPEND WILL BE DETERMINED ON AN ANNUAL BASIS.

**APPENDIX A-3 COACHING AND STUDENT ACTIVITIES SCHEDULE  
ATHLETIC SALARY SCHEDULE 2018-2019 2%**

<b>SPORT</b>	<b>Group</b>	<b>#</b>	<b>Sex</b>	<b>Level</b>	<b>Coach</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>FALL</b>						<b>STEPS</b>				
<u>Football</u>	I	1	M	V	HEAD	6592	7165	7789	8466	9203
		3	M	V	ASST	4216	4533	4873	5241	5636
		1	M	F	HEAD	3479	3785	4067	4417	4783
		1	M	F	ASST	2795	3103	3375	3718	4079
<u>Golf</u>	IV	1	M/W	V	HEAD	3984	4150	4323	4588	4692
<u>Photographer</u>	VI	1				1611	1611	1611	1611	1611
<u>Soccer</u>	III	2	M/W	V	HEAD	4895	5264	5659	6086	6544
		2	M/W	JV	HEAD	3410	3629	3859	4105	4366
		2	M/W	F	HEAD	2740	2946	3167	3406	3663
<u>Field Hockey</u>	III	2	W	V	HEAD	4895	5264	5659	6086	6544
		2	W	JV	HEAD	3410	3629	3859	4105	4366
		2	W	F	HEAD	2740	2946	3167	3406	3663
<u>Cross Country</u>	III	2	M/W	V	HEAD	4895	5264	5659	6086	6544
<u>Cheerleading</u>	III	1	W	V	HEAD	4895	5264	5659	6087	6545
		1	W	JV	ASST	1597	1697	1807	1922	2044
<u>Volleyball</u>	III	1	W	V	HEAD	4895	5264	5659	6086	6544
		1	W	JV	HEAD	3410	3629	3859	4105	4366
		1	W	F	HEAD	2740	2946	3167	3406	3663
<u>Conditioning</u>	IV	1	M/W	V	HEAD	2740	2946	3167	3406	3663
<b>WINTER</b>										
<u>Basketball</u>	II	2	M/W	V	HEAD	5023	5402	5807	6245	6715
		2	M/W	JV	HEAD	3873	4165	4478	4816	5178
		2	M/W	F	HEAD	3410	3629	3859	4105	4366
<u>Ice Hockey</u>	II	2	M/W	V	HEAD	5023	5402	5807	6245	6715
		1	M/W	JV	HEAD	1557	1697	1806	1922	2044
<u>Wrestling</u>	II	1	M	V	HEAD	5023	5402	5807	6245	6715
		1	M	V	ASST	3409	3629	3859	4105	4366
<u>Track</u>	II	2	M/W	V	HEAD	5023	5402	5807	6245	6715
		2	M/W	V	ASST	3873	4165	4478	4816	5178
<u>Cheerleading</u>	V	1	W	V	HEAD	4895	5264	5659	6087	6545
		1	W	JV	ASST	1597	1697	1807	1922	2044
<u>Swimming</u>	V	1	M/W	V	HEAD	2740	2946	3167	3406	3663
		1	M/W	JV	ASST	1597	1697	1807	1922	2044
<u>Gymnastics</u>	IV	1	M/W	V	HEAD	2740	2946	3167	3406	3663
<u>Conditioning</u>	IV	1	M/W	V	HEAD	2740	2946	3167	3406	3663
<b>SPRING</b>										
<u>Baseball</u>	III	1	M	V	HEAD	4895	5264	5659	6086	6544
		1	M	JV	HEAD	3410	3629	3859	4105	4366
		1	M	F	HEAD	2740	2946	3167	3406	3663
<u>Softball</u>	III	1	W	V	HEAD	4895	5264	5659	6086	6544
		1	W	JV	HEAD	3410	3629	3859	4105	4366
		1	W	F	HEAD	2740	2946	3167	3406	3663
<u>Tennis</u>	IV	2	M/W	V	HEAD	3984	4150	4323	4504	4692
<u>Track</u>	III	2	M/W	V	HEAD	4895	5264	5659	6086	6544
		4	M/W	V	ASST	3410	3629	3859	4105	4366
<u>Lacrosse</u>	III	2	M/W	V	HEAD	4895	5264	5659	6086	6544
		2	M/W	JV	HEAD	3410	3629	3859	4105	4366
<u>Conditioning</u>	IV	1	M/W	V	HEAD	2740	2946	3167	3406	3663

**APPENDIX A-3 COACHING AND STUDENT ACTIVITIES SCHEDULE  
ATHLETIC SALARY SCHEDULE 2019-2020 2.2%**

SPORT	Group	#	Sex	Level	Coach	1	2	3	4	5
<b>FALL</b>						<b>STEPS</b>				
Football	I	1	M	V	HEAD	6737	7322	7960	8652	9405
		3	M	V	ASST	4308	4633	4980	5356	5760
		1	M	F	HEAD	3556	3868	4156	4514	4888
		1	M	F	ASST	2856	3171	3449	3800	4169
Golf	IV	1	M/W	V	HEAD	4072	4242	4418	4603	4795
Photographer	VI	1				1647	1647	1647	1647	1647
Soccer	III	2	M/W	V	HEAD	5003	5380	5783	6220	6688
		2	M/W	JV	HEAD	3485	3708	3943	4195	4462
		2	M/W	F	HEAD	2800	3011	3237	3481	3744
Field Hockey	III	2	W	V	HEAD	5003	5380	5783	6220	6688
		2	W	JV	HEAD	3485	3708	3943	4195	4462
		2	W	F	HEAD	2800	3011	3237	3481	3744
Cross Country	III	2	M/W	V	HEAD	5003	5380	5783	6220	6688
Cheerleading	V	1	W	V	HEAD	5003	5380	5783	6220	6688
		1	W	JV	ASST	1632	1734	1846	1964	2089
Volleyball	III	1	W	V	HEAD	5003	5380	5783	6220	6688
		1	W	JV	HEAD	3485	3708	3943	4195	4462
		1	W	F	HEAD	2800	3011	3237	3481	3744
Conditioning	IV	1	M/W	V	HEAD	2800	3011	3237	3481	3744
<b>WINTER</b>										
Basketball	II	2	M/W	V	HEAD	5133	5520	5935	6382	6862
		2	M/W	JV	HEAD	3958	4256	4577	4922	5292
		2	M/W	F	HEAD	3485	3708	3943	4195	4462
Ice Hockey	II	2	M/W	V	HEAD	5133	5520	5935	6382	6862
		1	M/W	JV	HEAD	1591	1735	1846	1964	2089
Wrestling	II	1	M	V	HEAD	5133	5520	5935	6382	6862
		1	M	V	ASST	3484	3708	3943	4195	4462
Track	II	2	M/W	V	HEAD	5133	5520	5935	6382	6862
		2	M/W	V	ASST	3958	4256	4577	4922	5292
Cheerleading	V	1	W	V	HEAD	5003	5380	5783	6221	6689
		1	W	JV	ASST	1632	1734	1846	1964	2089
Swimming	V	1	M/W	V	HEAD	2800	3011	3237	3481	3744
		1	M/W	JV	ASST	1632	1734	1846	1964	2089
Gymnastics	IV	1	M/W	V	HEAD	2800	3011	3237	3481	3744
Conditioning	IV	1	M/W	V	HEAD	2800	3011	3237	3481	3744
<b>SPRING</b>										
Baseball	III	1	M	V	HEAD	5003	5380	5783	6220	6688
		1	M	JV	HEAD	3485	3708	3943	4195	4462
		1	M	F	HEAD	2800	3011	3237	3481	3744
Softball	III	1	W	V	HEAD	5003	5380	5783	6220	6688
		1	W	JV	HEAD	3485	3708	3943	4195	4462
		1	W	F	HEAD	2800	3011	3237	3481	3744
Tennis	IV	2	M/W	V	HEAD	4072	4242	4418	4603	4795
Track	III	2	M/W	V	HEAD	5003	5380	5783	6220	6688
		4	M/W	V	ASST	3485	3708	3943	4195	4462
Lacrosse	III	2	M/W	V	HEAD	5003	5380	5783	6220	6688
		2	M/W	JV	HEAD	3485	3708	3943	4195	4462
Conditioning	IV	1	M/W	V	HEAD	2800	3011	3237	3481	3744

**APPENDIX A-3 COACHING AND STUDENT ACTIVITIES SCHEDULE  
ATHLETIC SALARY SCHEDULE 2020-2021 2.2% corrected**

SPORT	Group	#	Sex	Level	Coach	1	2	3	4	5
<b>FALL</b>						<b>STEPS</b>				
Football	I	1	M	V	HEAD	6885	7484	8135	8842	9612
		3	M	V	ASST	4403	4735	5090	5474	5887
	1	M	F	HEAD	3634	3953	4248	4613	4996	
		M	F	ASST	2919	3241	3525	3883	4260	
Golf	IV	1	M/W	V	HEAD	4162	4335	4515	4705	4901
Photographer	VI	1				1683	1683	1683	1683	1683
Soccer	III	2	M/W	V	HEAD	5113	5498	5910	6357	6835
		2	M/W	JV	HEAD	3562	3790	4030	4287	4561
	2	M/W	F	HEAD	2862	3077	3308	3558	3826	
Field Hockey	III	2	W	V	HEAD	5113	5498	5910	6357	6835
		2	W	JV	HEAD	3562	3790	4030	4287	4561
	2	W	F	HEAD	2862	3077	3308	3558	3826	
Cross Country	III	2	M/W	V	HEAD	5113	5498	5910	6357	6835
Cheerleading	III	1	W	V	HEAD	5113	5498	5911	6258	6836
		1	W	JV	ASST	1668	1773	1887	2007	2135
Volleyball	III	1	W	V	HEAD	5113	5498	5910	6357	6835
		1	W	JV	HEAD	3562	3790	4030	4287	4561
	1	W	F	HEAD	2862	3077	3308	3558	3826	
Conditioning	IV	1	M/W	V	HEAD	2862	3077	3308	3558	3826
<b>WINTER</b>										
Basketball	II	2	M/W	V	HEAD	5246	5642	6066	6522	7013
		2	M/W	JV	HEAD	4045	4350	4677	5030	5408
	2	M/W	F	HEAD	3562	3790	4030	4287	4561	
Ice Hockey	II	2	M/W	V	HEAD	5246	5642	6066	6522	7013
		1	M/W	JV	HEAD	1626	1773	1866	2007	2135
Wrestling	II	1	M	V	HEAD	5246	5642	6066	6522	7013
		1	M	V	ASST	3561	3790	4030	4287	4561
Track	II	2	M/W	V	HEAD	5246	5642	6066	6522	7013
		2	M/W	V	ASST	4045	4350	4677	5030	5408
Cheerleading	III	1	W	V	HEAD	5113	5498	5911	6358	6836
		1	W	JV	ASST	1668	1773	1887	2007	2135
Swimming	V	1	M/W	V	HEAD	2862	3077	3308	3558	3826
		1	M/W	JV	ASST	1668	1773	1887	2007	2135
Gymnastics	IV	1	M/W	V	HEAD	2862	3077	3308	3558	3826
Conditioning	IV	1	M/W	V	HEAD	2862	3077	3308	3558	3826
<b>SPRING</b>										
Baseball	III	1	M	V	HEAD	5113	5498	5910	6357	6835
		1	M	JV	HEAD	3562	3790	4030	4287	4561
	1	M	F	HEAD	2862	3077	3308	3558	3826	
Softball	III	1	W	V	HEAD	5113	5498	5910	6357	6835
		1	W	JV	HEAD	3562	3790	4030	4287	4561
	1	W	F	HEAD	2862	3077	3308	3558	3826	
Tennis	IV	2	M/W	V	HEAD	4162	4335	4515	4705	4901
Track	III	2	M/W	V	HEAD	5113	5498	5910	6357	6835
		4	M/W	V	ASST	3562	3790	4030	4287	4561
Lacrosse	III	2	M/W	V	HEAD	5113	5498	5910	6357	6835
		2	M/W	JV	HEAD	3562	3790	4030	4287	4561
Conditioning	IV	1	M/W	V	HEAD	2862	3077	3308	3558	3826

## **APPENDIX A-3 COACHING AND STUDENT ACTIVITIES SCHEDULE**

Apprentice Coach Position:

Apprentice Coaches are subject to CORI and fingerprinting and will be given a contract that outlines duties/expectations, identifies salary, seasonal appointment by the Athletic Director, subject to funding by the Whitman-Hanson Booster Club. (Salary Range: \$50 to \$1,500)

**APPENDIX A-4 STUDENT ACTIVITIES SALARY SCHEDULE**

		POSITIONS	2018-2019 (2%)	2019-2020 (2.2%)	2020-2021 (2.2%)
<b>HIGH SCHOOL</b>					
CLASS ADVISORS					
	FRESHMEN	2	1109	1133	1158
	SOPHOMORE	2	1370	1401	1431
	JUNIOR	2	1896	1937	1980
	SENIOR	2	2349	2401	2454
CLUB ADVISORS					
	DECA	2	1895	1936	1979
	DRAMA (FALL))	1	2349	2401	2454
	DRAMA (SPRING)	1	2349	2401	2454
	HABITAT FOR HUMANITY	1	1175	1201	1227
	HISTORY	1	1175	1201	1227
	KEY CLUB	1	1175	1201	1227
	MARINE BIOLOGY	1	1895	1936	1979
	MATH TEAM	1	1895	1936	1979
	MOCK TRIAL/ECONOMICS	1	1109	1133	1158
	PROTECT	1	1895	1936	1979
	RADIO/TV	1	1895	1936	1979
	ROBOTICS	1	1895	1937	1935
	S.A.D.D.	1	1687	1724	1762
	RAINBOW ALLIANCE	1	1175	1201	1227
	ASTRONOMY	1	1175	1201	1227
	MODEL UN	1	1175	1201	1227
	SPECIAL INTEREST GROUPS	3	510	521	533
STUDENT ACTIVITIES ADVISORS					
	BAND	1	7045	7200	7359
	MAJORETTE	1	1175	1201	1227
	CHOREOGRAPHER	1	1755	1793	1833
	JAZZ ENSEMBLE	1	2747	2808	2870
	NATIONAL HONOR SOCIETY	1	1895	1936	1979
	PIANO ACCOMPANIST (SPRING)	1	1158	1183	1209
	PUBLICITY	1	1564	1598	1633
	SEAC	1	2260	2310	2361
	SHOW CHOIR	1	3219	3290	3363
	STUDENT ACTIVITIES TREASURER	1	2349	2401	2454
	STUDENT COUNCIL	2	3014	3080	3148
	YEARBOOK EDITOR	1	3014	3081	3148
	YEARBOOK MANAGER	1	3014	3081	3148
	BEST BUDDIES	1	1175	1201	1227
	ACADEMIC HONOR SOCIETY	6	652	666	681

**APPENDIX A-4 STUDENT ACTIVITIES SALARY SCHEDULE corrected**

	POSITIONS	2017-2018 (2%)	2019-2020 (2.2%)	2020-2021 (2.2%)
<b>MIDDLE SCHOOLS</b>				
	CHORUS	2	1487	1519
	DRAMA	2	1487	1519
	COMMUNITY SERVICE	2	1487	1519
	RENAISSANCE	4	1487	1519
	STUDENT COUNCIL	2	1487	1519
	YEARBOOK	2	1487	1519
<b>ELEMENTARY SCHOOLS</b>				
	STUDENT COUNCIL	3	743	760
<b>DISTRICT</b>				
	SITE BASED WEB ASSISTANT	6	769	786
	SITE BASED TECH ASSISTANT	6	1000	1022
<b>PROGRAMS NOT FUNDED BY LEA BUDGET</b>				
	AFTER SCHOOL PROGRAM (HOURLY)	32.81	33.53	34.27
	DRIVER'S EDUCATION CLASSROOM INSTRUCTORS	1,899	1,941	1,983
	SUMMER SCHOOL (HOURLY)	32.00	32.00	32.00
	DRIVER'S EDUCATION DRIVING INSTRUCTORS HOURLY	28.76	29.34	29.93

**APPENDIX B**  
**GENERAL CONDITIONS**

If a new bargaining unit position is established, the District will negotiate with the Association over the appropriate salary for such position.

If there are any substantial changes in the duties of the existing bargaining unit position, the District will negotiate with the Association regarding possible modifications in the salary for such position.



**APPENDIX C  
TEACHER EVALUATION PROGRAM  
AND  
ATHLETIC COACHING STAFF**

The Teacher Evaluation program is quantified under The Model System designed by the Department of Elementary and Secondary Education, pursuant to the new educator evaluation regulation, 603 CMR 35.00. A copy is maintained, updated, and available through Central Office Administration.

The Athletic Coach Evaluation Tool will be determined annually in collaboration with the Superintendent, High School Principal, and Athletic Director.

**Details of the Evaluation Program can be found on the WHRSD Human Resource Page accessed via the following link:**

<http://www.whrsd.org/page.cfm?p=5622>