



COLLECTIVE BARGAINING AGREEMENT BETWEEN
WHITMAN-HANSON REGIONAL SCHOOL COMMITTEE AND
WHITMAN-HANSON EDUCATION ASSOCIATION

UNIT A

CONTRACT PERIOD

JULY 1, 2022 TO JUNE 30, 2025

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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 (WHEA) 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, lead teachers, reading interventionists, math interventionists, and technology coaches, 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, 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.

3. District agrees to maintain updated and accurate job descriptions for positions covered by this contract.

4. If a Unit A position is less than full time (<1.0 FTE) the work schedule and responsibilities will be discussed and clarified with the staff member and WHEA which may include, but are not limited to, faculty meetings, department meetings, parent-teacher conferences, professional development, and staff meeting requirements.

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 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 will be determined by the Superintendent. The Superintendent may consider teaching experience, outside work experience and military service when determining placement. The Superintendent's 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 – Full Year Long-Term Substitute Teacher

Temporary, long-term substitute staff, working 182.5 days as a 1.0 FTE that are being paid as such, will be held to the same responsibilities and duties as a Unit A permanent, first year teacher. If the Long-Term Substitute is hired by the district the following school year, within the Unit A contract, the district will count the long-term year towards professional status.

ARTICLE 4 WORK YEAR, WORKDAY AND WORK ASSIGNMENTS

Section A – Work Year

1. Effective July 1, 2019, the work year shall not exceed 182.5 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 182.5 workdays 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 during each contract year a maximum of ten (10) additional days as directed by the Superintendent.
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.

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

Notwithstanding the above, it is understood that extenuating circumstances may require the Superintendent to adjust the above times. 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 ensure that the School Counseling Office is covered each day that school is open.

3. 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.

4. 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.

5. 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.

6. Teachers will be expected to update and post grades online to student software within a reasonable time frame.

7. Planbooks: Professional status staff and teachers of record are expected to keep a reasonable form of lesson plans. All staff on an Improvement Plan will be required to furnish lesson plans when asked by Administration.

8. Annually, December 23rd will be a full work day for all staff unless the date falls on a Monday or Tuesday.

9. In accordance with this contract, staff are required to fulfill one-half day (1/2 day) of professional development. This will be held on Election Day in November where applicable. If Election Day is not being held at the local, state or federal level, and school is in session for the students, this professional development time and when it is to be scheduled and fulfilled, will be determined by the Superintendent with the union representatives and entered onto the academic school calendar prior to the subsequent school year.

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 and no more than a total of three (3) teaching preparations (within said subjects) at any time. This does not apply to sub-separate special education programs which will be done in consultation with the building principal for consideration of additional prep time, when and if needed. 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.

Section G – Required Employee Training

Every effort will be made to schedule required and mandated employee training within a regular contractual school day. If training must be scheduled outside of the contractual day, the District will discuss the rationale and type of training that needs to take place with WHEA. Staff members will be compensated for training outside of the contractual day at the employee's regular hourly rate.

ARTICLE 5 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 6 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 7
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.

Section C – Personal Property upon Separation

All employees, upon separation, may be given the opportunity to access the building accompanied by a WHEA representative or officer as well as a District security officer, to retrieve personal property and belongings.

**ARTICLE 8
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 9 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 consider 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 10
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 11
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. 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.

2. 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.

3. 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.

4. 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.

5. 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 12

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 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 may be used for employee illness injury or in the event of illness of a member of the employee's immediate family. 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. All accrual time shall be accurately reflected in the employee online absence management program or as requested from Central Office Administration.

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.
4. Returning staff, with the exception of new staff hired over the summer, will not be required to report to work on the opening day for staff for a new school year in order to activate parental leave, receive professional status or earn contractual personal or sick day accruals for the new school year.

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

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. Employees must use all of their accrued time, including sick personal, etc., prior to receiving Sick Leave Bank time. 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. The employee will be notified in writing in a timely manner, if possible. The employee will also have the opportunity to have a union officer or representative accompany them to court if they are needed/required to appear.

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 parental leave for the purposes of giving birth, adoption, or placement of a child under the age of 18 or under the age of 23 with physical or mental disabilities.
2. Parental leave begins at the start of the disability and will be available upon the qualifying event. Parental leave will extend for the eight (8) consecutive calendar weeks after the qualifying event. Accumulated sick time may only be applied during the parental leave. The employee will be required to report to work on the first day of school after the eight consecutive calendar weeks of parental leave have been used.
3. Parental leave that is taken outside of the contracted school year (i.e. during the summer) or substantially later than the time of birth, may be taken with approval of the Superintendent. This will be taken without pay or use of accumulated sick time. This condition of the contract will go into effect on January 1, 2023 and remain in effect for the remainder of the agreement.
4. Parental Leave is defined as eight (8) calendar weeks but may be extended to twelve (12) calendar weeks for the length of the disability, with medical documentation and approval of the Superintendent. This leave time can be covered by an employee's accumulated sick time if applicable and approved by the Superintendent.
5. 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.
6. Except in an emergency, written or email notice of anticipated parental leave shall be provided by the employee to the district, 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 for the need for leave, the employee also must provide notice of his/her intent to return at the end of the leave.

7. An employee not otherwise covered by the above subsections of this section shall be entitled to parental leave, under the same terms and conditions set forth above, except that the employee shall be eligible to use fifteen (15) days of accumulated sick leave time, if available, and provided that such leave commence immediately following the birth of the child or arrival in the home of the child to be adopted or placed, unless the employee is required to take time prior to the birth (i.e....bedrest, with medical documentation), adoption or placement of child and approved by the Superintendent.

8. In the event that the reason for leave under this section is no longer necessary, then such employee may return to work.

9. This language is subject to change in accordance with Federal and State Guidelines and will be revisited by WHEA and WHRSD to make necessary changes.

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*; or

- (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. Employees must also inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.
10. Prior to an employee's return from FMLA leave, the Superintendent may require evidence of fitness for duty from the employee's health care provider.
11. Any leave available to an employee under this Agreement shall run concurrently with, not in addition to, FMLA leave.

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 ensure 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:

- 2022-2023 the district will annually pay up to eight-hundred (\$800.00) dollars per bargaining unit member.
- 2023-2024 the district will annually pay up to eight-hundred fifty (\$850.00) dollars per bargaining unit member.
- 2024-2025 the district will annually pay up to nine-hundred (\$900.00) dollars per bargaining unit member.
- Effective July 1, 2022 the total amount to be spent by the District shall not exceed ninety-thousand (\$90,000.00) dollars annually.
- Effective July 1, 2023 the total amount to be spent by the District shall not exceed ninety-two thousand, five-hundred (\$92,500.00) dollars annually.
- Effective July 1, 2024 the total amount to be spent by the District shall not exceed ninety-five thousand (\$95,000.00) dollars 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.

8. Seniority may be considered in determining job assignment and salary placement for voluntary and involuntary transfers.

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. Resignation, termination and failure to be recalled within the thirty months (in year one of the contract); 24 months (in year two of the contract); and 18 months (in year three of the contract) recall period will break continuous service.
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 will be offered COBRA medical 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. 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

Employees will receive the final payments of their annual salary, in full, on or before the last day of school. This clarifies that staff are not “paid over the course of the summer” and are “made full” according to the contract and services. All (five) payroll checks will be dated to the last day of school not spread out over summer. 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 (2nd) Thursday after the first (1st) 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. 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 D – 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 E – 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, 2022 and will continue and remain in full force and effect for three (3) years until and including June 30, 2025. The parties agree that no later than October 15, 2024 they will enter into negotiations for a successor Agreement to become effective as of July 1, 2025. If negotiations for a successor Agreement are not completed by June 30, 2025 this Agreement will continue in effect until said negotiations are completed, but in no event later than December 31, 2025 and said agreements reached during said extension period will be retroactive to July 1, 2025. 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:



CHRISTOPHER HOWARD, CHAIR

06/22/2022

Date



CHRISTOPHER SCRIVEN, VICE CHAIR

06/22/2022
3/8/23

Date

FOR THE WHITMAN-HANSON EDUCATION ASSOCIATION:



KEVIN KAVKA, PRESIDENT

06/22/2022

Date



CYNTHIA MCGANN, PR&R

06/22/2022

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.

2022-23 (2.0%)

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

2023-24 (2.25%)

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

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

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

2024-25 (2.25%)

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

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

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

APPENDIX A-2

Teacher Leaders, Mentors, Community Evening School, CSL/CES/ESY/Winter School

	2022-23 (2.0%)	2023-24 (2.25%)	2024-25 (2.25%)
Teacher Leader (Academic and Grade Level)	3,106	3,176	3,247
Teacher Leader (Related Arts)	518	529	541
Mentor Coordinator	3,106	3,176	3,247
Mentors	518	529	541
Student Mentor Coordinator (Gr 9)	518	529	541
Nurse Leader	6,729	6,881	7,036
Edgenuity Facilitator	3,480	3,558	3,638
CES Supervisor	10,000	10,225	10,455
CES Educator per hour (60 hours)	32	32.72	33.46
Day School per hour (60 hours)	32	32.72	33.46
Winter School per hour (20 hours)	32	32.72	33.46
Afterschool PK Psychologist	4,000	4,090	4,182
Extended School Year (ESY) Program	2,000	2,045	2,091

Stipend Positions are pensionable in accordance with MTRS standards.

APPENDIX A-3
Coaching/Athletics Salary Schedule

ATHLETIC SALARY SCHEDULE 2022-23 (2.0%)											
Steps											
SPORT		Group	#	Sex	Level	Coaching Level	1	2	3	4	5
FALL											
	Football	I	1	M	V	HEAD	7230	7850	8524	9257	10053
			3	M	V	ASST	4661	5004	5372	5769	6196
			1	M	F	HEAD	3864	4195	4500	4878	5274
			1	M	F	ASST	3124	3457	3752	4122	4513
	Golf	IV	1	MF/W	V	HEAD	4411	4590	4777	4973	5176
	Photographer	VI	1				1844	1844	1844	1844	1844
	Soccer	III	2	MF/W	V	HEAD	5395	5794	6221	6683	7179
			2	MF/W	JV	HEAD	3790	4026	4274	4541	4824
			2	MF/W	F	HEAD	3065	3288	3527	3785	4063
	Field Hockey	III	2	W	V	HEAD	5395	5794	6221	6683	7179
			2	W	JV	HEAD	3790	4026	4274	4541	4824
			2	W	F	HEAD	3065	3288	3527	3785	4063
	Cross Country	III	2	MF/W	V	HEAD	5395	5794	6221	6683	7179
	Cheerleading	III	1	W	V	HEAD	5395	5794	6221	6683	7179
			1	W	JV	ASST	1829	1937	2056	2180	2313
	Volleyball	III	1	W	V	HEAD	5395	5794	6221	6683	7179
			1	W	JV	HEAD	3790	4026	4274	4541	4824
			1	W	F	HEAD	3065	3288	3527	3785	4063
	Strength & Conditionir	IV	1	MF/W	V	HEAD	3065	3288	3527	3785	4063
WINTER											
	Basketball	II	2	MF/W	V	HEAD	5533	5943	6382	6855	7363
			2	MF/W	JV	HEAD	4290	4605	4944	5309	5701
			2	MF/W	F	HEAD	3790	4026	4274	4541	4824
	Ice Hockey	II	2	MF/W	V	HEAD	5533	5943	6382	6855	7363
			1	MF/W	JV	HEAD	1785	1937	2034	2180	2312
	Wrestling	II	1	M	V	HEAD	5533	5943	6382	6855	7363
			1	M	V	ASST	3789	4026	4274	4541	4824
	Track	II	2	MF/W	V	HEAD	5533	5943	6382	6855	7363
			2	MF/W	V	ASST	4290	4605	4944	5309	5701
	Cheerleading	III	1	W	V	HEAD	5395	5794	6221	6683	7179
			1	W	JV	ASST	1829	1937	2056	2180	2313
	Swimming	V	1	MF/W	V	HEAD	3065	3288	3527	3785	4063
			1	MF/W	JV	ASST	1829	1937	2056	2180	2313
	Gymnastics	IV	1	MF/W	V	HEAD	3065	3288	3527	3785	4063
	Strength & Conditionir	IV	1	MF/W	V	HEAD	3065	3288	3527	3785	4063
SPRING											
	Baseball	III	1	M	V	HEAD	5395	5794	6221	6683	7179
			1	M	JV	HEAD	3790	4026	4274	4541	4824
			1	M	F	HEAD	3065	3288	3527	3785	4063
	Softball	III	1	W	V	HEAD	5395	5794	6221	6683	7179
			1	W	JV	HEAD	3790	4026	4274	4541	4824
			1	W	F	HEAD	3065	3288	3527	3785	4063
	Tennis	IV	2	MF/W	V	HEAD	4411	4590	4777	4973	5176
	Track	III	2	MF/W	V	HEAD	5395	5794	6221	6683	7179
			4	MF/W	V	ASST	3790	4026	4274	4541	4824
	Lacrosse	III	2	MF/W	V	HEAD	5395	5794	6221	6683	7179
			2	MF/W	JV	HEAD	3790	4026	4274	4541	4824
	Strength & Conditionir	IV	1	MF/W	V	HEAD	3065	3288	3527	3785	4063

ATHLETIC SALARY SCHEDULE 2023-24 (2.25%)

Steps											
SPORT		Group	#	Sex	Level	Coaching Level	1	2	3	4	5
FALL	Football	I	1	M	V	HEAD	7393	8026	8716	9465	10279
			3	M	V	ASST	4765	5117	5492	5899	6336
			1	M	F	HEAD	3951	4289	4601	4988	5393
			1	M	F	ASST	3195	3535	3836	4215	4614
	Golf	IV	1	M/W	V	HEAD	4510	4693	4884	5085	5292
	Photographer	VI	1				1886	1886	1886	1886	1886
	Soccer	III	2	M/W	V	HEAD	5516	5924	6361	6834	7340
			2	M/W	JV	HEAD	3875	4116	4371	4643	4932
			2	M/W	F	HEAD	3134	3362	3606	3870	4155
	Field Hockey	III	2	W	V	HEAD	5516	5924	6361	6834	7340
			2	W	JV	HEAD	3875	4116	4371	4643	4932
			2	W	F	HEAD	3134	3362	3606	3870	4155
	Cross Country	III	2	M/W	V	HEAD	5516	5924	6361	6834	7340
	Cheerleading	III	1	W	V	HEAD	5517	5924	6361	6834	7340
			1	W	JV	ASST	1870	1981	2102	2229	2365
Volleyball	III	1	W	V	HEAD	5516	5924	6361	6834	7340	
		1	W	JV	HEAD	3875	4116	4371	4643	4932	
		1	W	F	HEAD	3134	3362	3606	3870	4155	
Strength & Conditionir	IV	1	M/W	V	HEAD	3134	3362	3606	3870	4155	
WINTER	Basketball	II	2	M/W	V	HEAD	5658	6077	6525	7009	7528
			2	M/W	JV	HEAD	4386	4709	5056	5429	5830
			2	M/W	F	HEAD	3875	4116	4371	4643	4932
	Ice Hockey	II	2	M/W	V	HEAD	5658	6077	6525	7009	7528
			1	M/W	JV	HEAD	1825	1981	2080	2229	2364
	Wrestling	II	1	M	V	HEAD	5658	6077	6525	7009	7528
			1	M	V	ASST	3874	4116	4371	4643	4932
	Track	II	2	M/W	V	HEAD	5658	6077	6525	7009	7528
			2	M/W	V	ASST	4386	4709	5056	5429	5830
	Cheerleading	III	1	W	V	HEAD	5517	5924	6361	6834	7340
			1	W	JV	ASST	1870	1981	2102	2229	2365
	Swimming	V	1	M/W	V	HEAD	3134	3362	3606	3870	4155
			1	M/W	JV	ASST	1870	1981	2102	2229	2365
	Gymnastics	IV	1	M/W	V	HEAD	3134	3362	3606	3870	4155
	Strength & Conditionir	IV	1	M/W	V	HEAD	3134	3362	3606	3870	4155
SPRING	Baseball	III	1	M	V	HEAD	5516	5924	6361	6834	7340
			1	M	JV	HEAD	3875	4116	4371	4643	4932
			1	M	F	HEAD	3134	3362	3606	3870	4155
	Softball	III	1	W	V	HEAD	5516	5924	6361	6834	7340
			1	W	JV	HEAD	3875	4116	4371	4643	4932
			1	W	F	HEAD	3134	3362	3606	3870	4155
	Tennis	IV	2	M/W	V	HEAD	4510	4693	4884	5085	5292
	Track	III	2	M/W	V	HEAD	5516	5924	6361	6834	7340
			4	M/W	V	ASST	3875	4116	4371	4643	4932
	Lacrosse	III	2	M/W	V	HEAD	5516	5924	6361	6834	7340
			2	M/W	JV	HEAD	3875	4116	4371	4643	4932
	Strength & Conditionir	IV	1	M/W	V	HEAD	3134	3362	3606	3870	4155

ATHLETIC SALARY SCHEDULE 2024-25 (2.25%)

Steps

SPORT		Group	#	Sex	Level	Coaching Level	1	2	3	4	5
FALL											
	Football	I	1	M	V	HEAD	7559	8207	8912	9678	10511
			3	M	V	ASST	4873	5232	5616	6032	6478
			1	M	F	HEAD	4040	4386	4705	5100	5514
			1	M	F	ASST	3267	3615	3922	4310	4718
	Golf	IV	1	M/W	V	HEAD	4611	4799	4994	5199	5411
	Photographer	VI	1				1928	1928	1928	1928	1928
	Soccer	III	2	M/W	V	HEAD	5641	6058	6504	6988	7505
			2	M/W	JV	HEAD	3962	4209	4469	4747	5043
			2	M/W	F	HEAD	3204	3437	3688	3957	4248
	Field Hockey	III	2	W	V	HEAD	5641	6058	6504	6988	7505
			2	W	JV	HEAD	3962	4209	4469	4747	5043
			2	W	F	HEAD	3204	3437	3688	3957	4248
	Cross Country	III	2	M/W	V	HEAD	5641	6058	6504	6988	7505
	Cheerleading	III	1	W	V	HEAD	5641	6058	6504	6988	7505
			1	W	JV	ASST	1912	2025	2149	2279	2418
	Volleyball	III	1	W	V	HEAD	5641	6058	6504	6988	7505
			1	W	JV	HEAD	3962	4209	4469	4747	5043
			1	W	F	HEAD	3204	3437	3688	3957	4248
	Strength & Conditionin	IV	1	M/W	V	HEAD	3204	3437	3688	3957	4248
WINTER											
	Basketball	II	2	M/W	V	HEAD	5785	6213	6672	7167	7698
			2	M/W	JV	HEAD	4485	4815	5169	5551	5961
			2	M/W	F	HEAD	3962	4209	4469	4747	5043
	Ice Hockey	II	2	M/W	V	HEAD	5785	6213	6672	7167	7698
			1	M/W	JV	HEAD	1866	2026	2127	2279	2418
	Wrestling	II	1	M	V	HEAD	5785	6213	6672	7167	7698
			1	M	V	ASST	3961	4209	4469	4747	5043
	Track	II	2	M/W	V	HEAD	5785	6213	6672	7167	7698
			2	M/W	V	ASST	4485	4815	5169	5551	5961
	Cheerleading	III	1	W	V	HEAD	5641	6058	6504	6988	7505
			1	W	JV	ASST	1912	2025	2149	2279	2418
	Swimming	V	1	M/W	V	HEAD	3204	3437	3688	3957	4248
			1	M/W	JV	ASST	1912	2025	2149	2279	2418
	Gymnastics	IV	1	M/W	V	HEAD	3204	3437	3688	3957	4248
	Strength & Conditionin	IV	1	M/W	V	HEAD	3204	3437	3688	3957	4248
SPRING											
	Baseball	III	1	M	V	HEAD	5641	6058	6504	6988	7505
			1	M	JV	HEAD	3962	4209	4469	4747	5043
			1	M	F	HEAD	3204	3437	3688	3957	4248
	Softball	III	1	W	V	HEAD	5641	6058	6504	6988	7505
			1	W	JV	HEAD	3962	4209	4469	4747	5043
			1	W	F	HEAD	3204	3437	3688	3957	4248
	Tennis	IV	2	M/W	V	HEAD	4611	4799	4994	5199	5411
	Track	III	2	M/W	V	HEAD	5641	6058	6504	6988	7505
			4	M/W	V	ASST	3962	4209	4469	4747	5043
	Lacrosse	III	2	M/W	V	HEAD	5641	6058	6504	6988	7505
			2	M/W	JV	HEAD	3962	4209	4469	4747	5043
	Strength & Conditionin	IV	1	M/W	V	HEAD	3204	3437	3688	3957	4248

**APPENDIX A-4
X-Curricular/Student Activities Salary Schedule**

Appendix A-4 STUDENT ACTIVITIES SALARY SCHEDULE (ALL YEARS) 2022-2025						
			2022-23 (2.0%)	2023-24 (2.25%)	2024-25 (2.25%)	
		POSITIONS				
HIGH SCHOOL						
	CLASS ADVISORS					
	FRESHMEN	2	1,199	1,226	1,254	
	SOPHOMORE	2	1,482	1,515	1,549	
	JUNIOR	2	2,050	2,096	2,143	
	SENIOR	2	2,540	2,597	2,656	
	CLUB ADVISORS					
	DECA	2	2,049	2,095	2,142	
	DRAMA (FALL THEATER PRODUCTION)	1	2,540	2,597	2,656	
	DRAMA (SPRING THEATER PRODUCTION)	1	2,540	2,597	2,656	
	HABITAT FOR HUMANITY	1	1,271	1,299	1,329	
	HISTORY	1	1,271	1,299	1,329	
	KEY CLUB	1	1,271	1,299	1,329	
	MARINE BIOLOGY	1	2,049	2,095	2,142	
	MATH TEAM	1	2,049	2,095	2,142	
	MOCK TRIAL/ECONOMICS	1	1,199	1,226	1,254	
	PROTECT	1	2,049	2,095	2,142	
	RADIO/TV	1	2,049	2,095	2,142	
	ROBOTICS	1	2,004	2,049	2,095	
	S.A.D.D.	1	1,825	1,866	1,908	
	RAINBOW ALLIANCE	1	1,271	1,299	1,328	
	ASTRONOMY	1	1,271	1,299	1,328	
	MODEL UN	1	1,271	1,299	1,328	
	SPECIAL INTEREST GROUPS	3	551	564	577	
	STUDENT ACTIVITIES ADVISORS					
	BAND	1	7,619	7,790	7,965	
	MAJORETTE	1	1,271	1,299	1,329	
	CHOREOGRAPHER	1	1,897	1,940	1,984	
	JAZZ ENSEMBLE	1	2,971	3,038	3,106	
	NATIONAL HONOR SOCIETY	1	2,049	2,095	2,142	
	PIANO ACCOMPANIST (SPRING)	1	1,252	1,280	1,309	
	PUBLICITY	1	1,691	1,729	1,768	
	SEAC	1	2,444	2,499	2,555	
	SHOW CHOIR	1	3,481	3,560	3,640	
	SITE BASED TECH ASSISTANT	7	1,081	1,105	1,130	
	SITE BASED WEBSITE ASSISTANT	7	831	850	869	
	STUDENT ACTIVITIES TREASURER	1	2,540	2,597	2,656	
	STUDENT COUNCIL	2	3,260	3,333	3,408	
	YEARBOOK EDITOR	1	3,260	3,333	3,408	
	YEARBOOK MANAGER	1	3,260	3,333	3,408	
	BEST BUDDIES	1	1,271	1,299	1,329	
	ACADEMIC HONOR SOCIETY	6	705	721	737	
MIDDLE SCHOOLS						
	CHORUS	2	1,608	1,644	1,681	
	DRAMA	2	1,608	1,644	1,681	
	COMMUNITY SERVICE	2	1,608	1,644	1,681	
	RENAISSANCE	4	1,608	1,644	1,681	
	STUDENT COUNCIL	2	1,608	1,644	1,681	
	YEARBOOK	2	1,608	1,644	1,681	
ELEMENTARY SCHOOLS						
	STUDENT COUNCIL	3	804	822	840	
POSITIONS NOT FUNDED THROUGH LEA BUDGET						
	AFTER SCHOOL PROGRAM (HOURLY)		35.48	36.28	37.10	
	DRIVER'S EDUCATION INSTRUCTORS		2,053.38	2,099.58	2,146.82	
	SUMMER SCHOOL (HOURLY)		33.13	33.88	34.64	
	DRIVER'S EDUCATION INSTRUCTORS (HOURLY)		30.99	31.68	32.40	

**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.

COVID PANDEMIC

Should COVID protocols continue or extend past June 30, 2022, the parties agree to meet and negotiate over which terms in the “Memorandum of Understanding During COVID-19” covering the life of the contract, from July 1, 2022 to June 30, 2025, school year will remain in effect.

**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 Resources Page accessed via the following link:

[Appendix C Teacher Evaluation System](#)