

CONTRACT AGREEMENT

BETWEEN THE

**WHITTIER REGIONAL VOCATIONAL
TECHNICAL HIGH SCHOOL COMMITTEE**

AND

ADMINISTRATORS

2022-2025

RECOGNITION

1. This Agreement is made between the School Committee of the Whittier Regional Vocational Technical High School, hereinafter referred to as the "Committee" and the Administrative Unit.

MANAGEMENT RIGHTS

2. The Committee is a public body established under and with the powers provided by the Statutes of the Commonwealth of Massachusetts. It is acknowledged that as the representative of the citizens of Haverhill, Newburyport, Amesbury, Georgetown, Groveland, Ipswich, Merrimac, Newbury, Rowley, Salisbury and West Newbury, the Committee has the final responsibility for establishing educational policies and allocating resources for the School and further responsibility for the efficient and economical operation of the School System.

Nothing in this agreement shall be deemed to derogate or impair the powers, rights or duties conferred upon the Committee by the Statutes of the Commonwealth or the rules and regulations of any pertinent agency of the Commonwealth. Said rights and powers include, but in no way are construed as limited to, the subjects mentioned in the table of contents of this Agreement.

As to every matter not expressly covered by this Agreement, and except as expressly or directly modified by clear language in a specific provision of this Agreement, the Committee retains all rights, powers and privileges hereinbefore provided by law or established precedent.

TERM OF AGREEMENT

3. This Agreement becomes effective July 1, 2022 and shall be in full force and effect until midnight of June 30, 2025. If an Agreement is not consummated on or before July 1, 2025 for the ensuing period, then negotiations shall proceed under the coverage of the terms and conditions prevailing prior to the termination of the Agreement until such time as a subsequent Agreement is reached.

RENEWAL OF AGREEMENT

4. Negotiations for an extension or modification of this Agreement shall commence on or before June 1, 2025 or a date mutually agreed upon. It shall be deemed that with the affirmation of this Agreement, each party has served notice upon the other of its intent to amend the Bargaining Agreement upon its termination unless advised to the contrary.

RETROACTIVITY

5. If a Bargaining Agreement is not consummated on or before July 1, 2025 for the ensuing period, then the provisions of the contract agreed to after June 30, 2025 shall be retroactive to midnight June 30, 2025.

POLICIES AND PRACTICES

6. The Committee will provide for the continued membership of the Administrators in a minimum of one (1) state and one (1) national professional association and such other professional associations bearing Committee approval.

DUTIES

7.
 - A) Substitute teachers shall be provided through the system currently used.
 - B) The Administrators shall be responsible for supervision of lunchroom, halls, and other areas of the school as an on-call basis but not as a substitute for existing monitors.
 - C) Before any final curriculum restructure is made with direct impact on any unit position, the Administrator or Administrators shall be consulted for the purpose of obtaining input information only. The final determination shall be made on the basis of Superintendent's recommendations and Committee action. No input by an Administrator shall be used to exclude said Administrator from the Bargaining Unit on the basis of a managerial or confidential involvement.

- D) Prior to implementation of any administrative reorganization the School Committee and the Administrative Unit will re-open the contract to negotiate the impact of any change in wages and benefits on the positions directly affected.

Re-opening shall take place within sixty (60) days of the vote of the School Committee changes.

GRIEVANCE PROCEDURE

8. A grievance is hereby defined to mean a complaint by an Administrator or group of Administrators based upon an alleged violation of this Agreement or a dispute involving the meaning, interpretation, or application hereof.
9. Grievances must be processed promptly on becoming apparent. Failure to present a grievance within thirty (30) days from the time that the condition became obvious from which such grievance arises may be deemed at the discretion of the Committee, as a waiver of the right to submit the grievance. If exercised, such waiver may not be construed as to negate, nullify, or abrogate the relevant area of the Agreement from which such grievance would have been projected.
10. Failure at any level of the procedure to communicate the decision within the specified time limitations to the grievant shall permit the aggrieved the approach to the next level. Failure to appeal a timely decision to the next level within the specified limitation shall be deemed to be an acceptance of the decision so rendered unless the Committee and the Grievant have mutually agreed to extend or suspend the time limitation.
11. If an Administrator presents a grievance without representation the disposition, if any, of the grievance shall be consistent with the provisions of the Agreement. The Administrator shall be permitted to be heard at each level of the procedure under which the grievance shall be considered.

GRIEVANCE RESOLUTION

12. Level One: The grievant will initially discuss the problem with the Superintendent with the object of resolving the differences informally and confidentially. Failing resolution, written grievance will initiate the formal procedure.

Level Two: Within five (5) school days after receipt of a written grievance, the Superintendent or designee shall meet with the aggrieved in an effort to resolve the matter. The Superintendent shall respond to the aggrieved in writing within the (5) subsequent school days. Failing acceptance of the position taken by the Superintendent will permit the grievance to be submitted in writing to the Committee.

Level Three: Within ten (10) school days or at the next regular School Committee Meeting (whichever is later) following the submission of the grievance, the Committee or designees shall meet with the aggrieved and council if so desired in an effort to resolve the matter. The Committee shall render its decision to the aggrieved within the ten (10) succeeding school days.

Level Four: If the decision of the Committee is unacceptable or if no response has been received, the Administrator with council may submit the matter to the American Arbitration Association within the two succeeding calendar weeks (14 days).

13. The Arbitrator shall be without power or authority to make any decision either prohibited by law, or to add to, alter or modify this Agreement.
14. The decision of the Arbitrator shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusion of the issues submitted. The decision shall be final and binding on the parties.
15. The cost of the Arbitrator's service shall be borne equally by the Committee and Administrative Unit.

PERSONNEL FILE

16. Such documentation which could affect the professional image or career of an Administrator must be placed in one Personnel File identified with the name of the Administrator. Personnel files shall be retained within the office of the Central Administration.

17. Derogatory material shall be made immediately available to the subject Administrator. Complaints which reflect negatively upon an Administrator and by determination will also become an element within the file will be brought to the attention of the Administrator as soon as is practicable. The Administrator's required signature to such a complaint will merely affirm its perusal but not its veracity. If the Administrator chooses to respond to any, then such response will be attached to and in such manner as to head the relevant material within the file.
18. The Personnel File shall be made immediately available upon the request of the named Administrator.

VACANCIES

19. Permanent vacancies within the school system in the areas covered by this Agreement shall be posted for a minimum of fifteen (15) days prior to the vacancy being filled.
20. The qualifications necessary to adequately fulfill the demands of such position shall be contained on the posted notice in addition to classification title.

TUITION

21. The Committee will reimburse Administrators for one hundred percent (100%) of the cost of tuition and fees for courses required for Professional Improvement. All courses must be approved by the Superintendent.
22. Unless otherwise directed, a course shall be taken in an accredited college or university in an approved graduate program.
23. Proof of satisfactory completion of the course shall be presented by the Administrators.
24. The Committee may grant an Administrator a compensable leave of absence to attend professional or educational conventions, meetings, conferences, seminars, institutes, and other related assemblies. The expense of such approved leaves may be reimbursed upon the submission to the Committee of a voucher detailing the attendant's expense.

PROFESSIONAL LEAVE

25. The Committee will pay the reasonable expense (including fees, meals, lodgings, and/or transportation) incurred by Administrators who attend local and out-of-town workshops, seminars, conferences, or other professional improvement sessions at the request of the Committee or the Superintendent and approval of the Committee.
26. Each Administrator will work two hundred twenty-one (221) days between July 1st and June 30th in any school year depending upon position. The actual days worked will be determined by the Superintendent or his/her designee and the Administrator. An additional ten (10) workdays may be required at the discretion of the Superintendent/Director with compensation at the per diem rate.

DISABILITY LEAVE

27. Each Administrator will be entitled to seventeen (17) disability leave days for disability caused through illness or injury. Unused disability leave shall be accumulative from year to year to a maximum of one hundred eighty (180) days.

Upon retirement or leaving the Whittier Regional School System, an Administrator in the Whittier System shall be entitled to buy back one hundred percent (100%) of their accumulated sick leave days. These shall be paid at the following rate:

One hundred twenty-five dollars (\$125.00) per day for the first 100 eligible days
Two hundred dollars (\$200.00) per day for the next eighty (80) eligible days

For the purposes of this buy back provision, Administrators will only receive buy back for time accumulated as an Administrator. Administrators who have accumulated sick leave as a teacher, shall have sick days used deducted from the accumulated sick leave as a teacher before leave accumulated as an Administrator is impacted.

28. In any school year, five (5) of the seventeen (17) days intended for disability leave may be used by an Administrator if absence is necessary because of the disability of a spouse, child, parent, or member of the immediate household.
29. Each Administrator shall be provided an additional five (5) compensable days, for unrestricted non-cumulative leave each year.
30. The Superintendent shall (except in emergencies) be advised reasonably in advance of the necessity of such leave.

BEREAVEMENT LEAVE

31. In the event of the death of an Administrator's parent (or person who has served in loco parentis), spouse, child, sibling or significant other, the Administrator shall be entitled to leave with pay for all work days falling within five (5) consecutive days beginning with the first full work day of the leave. In the event of the death of an Administrator's parent-in-law or other members of the Administrator's immediate household, the Administrator shall be entitled to leave with pay for all work days falling within three (3) consecutive days beginning with the time of death.

In the event of the death of an Administrator's grandparent, daughter-in-law, son-in-law, grandchild, aunt, uncle, or first cousin, the Administrator will be entitled to leave with pay on the day of the funeral if it is a work day and if the Administrator attends the funeral. In the event of a death of those listed above or others the Superintendent may, if he/she believes that there are special circumstances, which warrant it, grant leave or additional time.

SABBATICAL LEAVE

32. Upon approval of the School Committee, an Administrator may obtain compensable sabbatical leave. The applicant must have tenure as an Administrator; must have completed five (5) consecutive years of service as an Administrator in the Whittier Regional Vocational Technical High School System; and must have acquired ten (10) consecutive years of service in the Whittier System or if employed on or before September 1, 1973, have ten (10) consecutive years of service in the Whittier System and a member community.

- 32a. An interruption of more than twelve (12) months shall not be construed as consecutive service.
- 33. An applicant shall include a plan of studies or research statement of purpose, the expected value to the school system and the specific period for which the sabbatical is requested.
- 34. A successful applicant will enter into a written agreement, which will provide for a minimum period of service within the school system of twice the length of the leave taken. The agreement will further provide that failure to complete such service will compel a reimbursement to the total amount of salary received while on such leave. The Administrator will be forgiven the penalty if service is frustrated by disability caused through illness or injury. The estate of the Administrator will be held not liable if death interrupts the necessary service.

PUBLIC SERVICE LEAVE

- 35. Upon request, an Administrator may be granted up to two (2) years leave without pay in order to serve in the Peace Corps, Vista, other ACTION programs, or other substantially equivalent programs.
- 36. Upon return from such leave the Administrator will be placed on the salary of the position as if the leave had not been taken. The Administrator shall be placed in a position at least substantially equivalent to that which had been held when the leave commenced.
- 37. Administrators granted leave under this article shall have such leave counted as service time in calculating eligibility for service increment and sabbatical leave.

ALL OTHER LEAVES

- 38. Approval and review of applications for leave shall be exclusively handled by the Superintendent/Director and the Administrator, unless otherwise stipulated in this contract.

HEALTH INSURANCE

- 39. The Administrators shall be eligible to participate in school district health, dental and life insurance plans on the same basis as other school district employees.

LEGAL ASSISTANCE

40. The Superintendent and the School Committee support the indemnification provisions contained in Chapter 258, Section 2 for all Administrators while engaged directly or indirectly in the performance of their duties.
41. Administrators will immediately report, in writing, all cases of physical or verbal assault suffered in connection with their employment to the Superintendent with a copy to the Chairman of the School Committee and a statement setting forth the names, times and sequence of event.
42. In the event that allegations are made against an Administrator by any third party which are outside of the protection of Chapter 258, and which contain defamatory material or any material attempting to adversely impact the character, reputation, civil rights or performance of duties of the Administrator, the Administrator may engage independent legal counsel and, through the Superintendent to the School Committee, request reimbursement for the reasonable fees and costs of the defense or reaction to such allegations.
43. Upon receipt of said statement, or notification of said allegation, the Superintendent shall immediately investigate the circumstances. If appropriate, the Superintendent will request of the School Committee the necessary funds for the assistance of Legal Counsel for the District to defend said Administrator or the reimbursement of any reasonable fees and costs of the defense or reaction to such allegations if the Administrator engages independent legal counsel.

SALARY SCHEDULE

44. Administrators will be evaluated by the Superintendent annually. Evaluations shall be completed each year at least thirty (30) days prior to the end of the contract year.

Non-Professional Status

	2022-23	2023-24	2024-25
Increase each year	2.75%	2.75%	2.75%
Curriculum Coordinator & Staff Development	147,686	151,747	155,920
Vocational/Technical Coordinator	147,686	151,747	155,920
Coordinator of Data & Assessment	147,686	151,747	155,920
Assistant Principal	147,686	151,747	155,920

Professional Status or 3 Years Administrative Experience

	2022-23	2023-24	2024-25
Increase each year	2.75%	2.75%	2.75%
Curriculum Coordinator & Staff Development	150,911	155,061	159,325
Vocational/Technical Coordinator	150,911	155,061	159,325
Coordinator of Data & Assessment	150,911	155,061	159,325
Assistant Principal	150,911	155,061	159,325

Longevity

For the purpose of this contract, longevity is defined as years of service in the Whittier Regional School District.

The following are added to the salary scale:

Beginning year six (6) a longevity bonus of five hundred dollars (\$500.00).

Beginning year eleven (11) a longevity bonus of seven hundred fifty dollars (\$750.00).

Beginning year sixteen (16) a longevity bonus of one thousand dollars (\$1,000.00).

Beginning year twenty-one (21) a longevity bonus of one thousand two hundred fifty dollars (\$1,250.00).

Beginning year twenty-six (26) a longevity bonus of one thousand five hundred dollars (\$1,500.00).

45. The daily rate shall compensate for each day worked in excess of the contractual work period, not to exceed ten (10) days. The daily rate shall be computed through dividing the stipulated annual salary by the number of days within the designated period. All days beyond the first ten (10) days will be taken as compensatory time and must be taken within a three month (90 days) period.
46. Reimbursement will be given to the Administrators at the rate of 1/221st of the yearly contractual salary.
47. The annual compensation will be extended through bi-weekly equal payments over the fiscal year for Administrators. The first payment will be increased by the balance, if any remaining, after the application of the divisor.
48. Reimbursement at a rate determined by the business office shall be paid to an Administrator for travel necessary to the performance of assigned duties for educational conferences, seminars, workshops, and such other travel as is required by the School Committee.

ILLEGALITY

49. If, through a determination of a court of law, a provision of this agreement is deemed illegal and such judgment is or may not be further challenged, then such a provision shall be deemed enforceable only to the extent permitted by law.

50. At the request of either party, a substitute provision shall be negotiated. The remainder of the Agreement will continue in full force and effect.

IN WITNESS WHEREOF each of the parties hereunto has caused these present to be executed this _____ day of _____, 20__.

DocuSigned by:

Brett Murphy

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Whittier Regional Vocational Technical
High School Committee

DocuSigned by:

Maureen Lynch

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Superintendent

DocuSigned by:

Katie Jensen

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President – Administrative Unit