

MEMORANDUM OF AGREEMENT
between
HINGHAM ADMINISTRATORS ASSOCIATION
affiliated with the
MASSACHUSETTS ASSOCIATION OF PROFESSIONAL
SCHOOL ADMINISTRATORS

The Negotiating Subcommittee of the Hingham School Committee (hereinafter “the Committee”), acting subject to the ratification of this Memorandum of Agreement (hereinafter “the Agreement”) by the Committee to whom the Subcommittee agrees to recommend acceptance, and the Negotiating Team of the Hingham Administrators Association affiliated with the Massachusetts Association of Professional School Administrators (hereinafter “the Association”), acting subject to the ratification of this Agreement by the membership of the Association to whom the Negotiating Team agrees to recommend acceptance, hereby mutually agree to the following terms and conditions of settlement of the contract negotiations for the successor Collective Bargaining Agreement that will be in effect for the three-year period from July 1, 2020 through June 30, 2023.

1. All terms and provisions of the predecessor Collective Bargaining Agreement that was effective from July 1, 2017 through June 30, 2020 shall, except to the extent modified by this Agreement, be carried over intact into the successor Collective Bargaining Agreement which shall be effective for the three-year period from July 1, 2020 through June 30, 2023.
2. All references to dates in the successor Collective Bargaining Agreement shall be changed to reflect the term of the successor Agreement unless otherwise provided for in this document.

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- (a) In accordance with and subject to the requirements of Mass. Gen. L. c. 149, § 105D, an administrator who has been employed on a full-time basis for at least three (3) months and who takes a leave due to: 1) the purpose of giving birth; 2) for the placement of a child under the age of 18 or under the age of 23 if the child is mentally or physically disabled; or 3), for adoption with the employee who is adopting or intending to adopt the child for a period not exceeding eight (8) weeks, shall be entitled to return to active duty at the end of the employee's leave.

- (b) An administrator who meets the eligibility requirements of the Federal Family and Medical Leave Act (the "FMLA") may take a leave of not more than twelve (12) weeks for the following purposes: 1) the birth of a child and to bond with the newborn child within one year of birth; 2) the placement with the employee of a child for adoption or foster care and to bond with the newly placed child within one year of placement; 3) a serious health condition that makes the employee unable to perform the functions of their job; 4) to care for the employee's spouse, son, daughter, or parent who has a serious health condition; and, 5) for the purpose of child rearing (assuming that the administrator has not already exhausted some or all of such leave for other purposes). Such leave must be completed within one year of the birth and will run concurrently with leave taken under the preceding paragraph. Any such administrator shall be entitled to return to active duty in accordance with and subject to the requirements of the provisions of the FMLA including, in particular, the limitations imposed by the FMLA on the timing of the administrator's return to active duty and on intermittent leave.

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9.5 Use of accrued sick leave by a non-birth parent (NBP), adoptive parent or foster parent must be taken within six (6) calendar weeks after the birth of the child (or in the case of an adoption, within six (6) calendar weeks after the adoptive or foster parent first takes physical custody of the child).

9.6 Use of accumulated sick leave because of the placement for adoption or travel necessary to complete the adoption of a child, beyond the time authorized under in Section 9.1 may be granted by the Superintendent in her/his sole discretion.

9.7 Subject to the needs of the educational program as determine by the Superintendent of Schools, an administrator will be granted an unpaid leave of absence for up to two (2) years for the purpose of rearing a pre-school child immediately following adoption. An administrator who adopts a child may use accrued sick leave in accordance with Section 6.2 because of serious illness of the adopted child. Administrators may also be eligible for adoption rearing leave for shorter periods of time under Mass. Gen. L. Ch. 149, § 105D or the Federal Family Medical Leave Act; if so, such leave shall be granted in accordance with and subject to the limitations of those laws, as set forth in Section 9.1, and shall be in the alternative to the leave provided under this Article.

9.8 It is mutually understood that the birth parent may utilize up to 40 days of accrued sick leave for workdays occurring during the eight (8) weeks immediately following the birth of a child.

6. **Article XIV, Professional Development and Educational Improvement:** Revise

Section 14.5 to read as follows:

Subject to advance approval by the Superintendent, in his or her discretion, each bargaining unit employee is entitled to receive reimbursement up to a per capita total of \$1,200 ~~\$1,200~~ **\$2,000** for travel, registration fees, and lodging for attending, or presenting at, a national conference in the field of education or content area during this three-year contract.

7. **Article XVI, Administrator Employment:** Revise Section 16.2 as follows:

When the Committee decides to reduce the number of Association positions for reasons such as **including but not limited to lack of funds, budgetary constraints**, school closing or administrative reorganization, determinations as to which administrators shall fill the remaining positions shall be made by the Superintendent in ~~his/her~~ **their** discretion. Subject to the foregoing, **following terms:** an administrator whose position as administrator is to be eliminated or who has been displaced pursuant to the following procedure shall have the following options if available:

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If subsequent to a reduction-in-force notice, a vacancy occurs in the position from which an administrator was reduced or was displaced and the administrator has elected layoff status, a recall notice shall be sent to the administrator by **electronic mail and** certified mail, return receipt requested, with a copy to the Association. If there is no administrator who is eligible for recall to such position, a notification of the existence of such vacancy shall be sent to other administrators who are on layoff and eligible for recall by certified mail, return receipt requested, with a copy to the Association. The vacancy will be filled by the administrator, if any, with the greatest length of continuous service as an administrator who is on lay-off from another position, provided the administrator is qualified, in the sole judgment of the Superintendent, to fill the vacancy. If an administrator fails to notify the Superintendent within fourteen (14) calendar days after the mailing of a recall notice of his/her intent to accept recall or declines recall to his/her former position, said administrator shall forfeit all rights and benefits provided for in this Agreement. If an administrator notifies the Superintendent within fourteen (14) calendar days after such mailing that he/she is declining recall to a position other than his/her former position, the administrator shall not forfeit such rights and benefits. An administrator who accepts recall must commence work on the date set forth in the recall notice or within twenty-one (21) calendar days after the mailing of the recall notice, whichever is later. An administrator who is recalled shall have restored to him/her all benefits accrued up to the date the reduction-in-force became effective. Administrators with recall rights are required to keep the Superintendent and the Association informed of their current mailing, address, including any temporary address where they can be reached if they will be traveling or otherwise away from their home mailing address. Administrators who have accepted layoff status shall, during the recall period, be sent copies of all notifications of vacancies issued pursuant to this Agreement. Recall rights shall expire two (2) years from the **effective** date of an administrator's layoff.

10. **Article XVII, Salaries:** Revise Section 17.1 to read as follows:

During the period July 1, 2017~~20~~ through June 30, 2018~~21~~ the annual salaries of administrators shall be as shown in Schedule 1; the annual salaries of administrators for the period from July 1, 2018~~21~~ through June 30, 2019~~22~~ shall be as shown in Schedule 2; and the annual salaries of administrators for the period from July 1, 2019~~22~~ through June 30, 2020~~3~~ shall be as shown in Schedule 3.

11. **Article XVII, Salaries:** Modify clause 17.8 (Longevity Plan A) to provide for the following longevity pay schedule, effective retroactive to December, 2020:

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15. **Side Letter Agreement:** Modify the side letter to cover [REDACTED] who was an [REDACTED]
[REDACTED] will have access to the benefits under 16.5 by giving her credit for ten (10) years of service effective 7/1/20 for the purposes of that article only.

16. **Summer 2020 Adjustment:** In recognition of the additional work performed by administrators during the summer of 2020, all administrators who were employed as of July, 1, 2020 and currently employed at the time of signing, shall be paid a stipend of \$2,000 in the first or second pay period after ratification through a separate check with no MTRS withholdings.

**HINGHAM ADMINISTRATORS ASSOCIATION,
AFFILIATED WITH MASSACHUSETTS
ASSOCIATION OF PROFESSIONAL SCHOOL
ADMINISTRATORS**

**HINGHAM SCHOOL
COMMITTEE**

[REDACTED]
[REDACTED] 3/14/21 _____

DocuSigned by:
[REDACTED]
[REDACTED] 3/26/2021

AGREEMENT
BETWEEN THE
HINGHAM SCHOOL COMMITTEE
AND THE
HINGHAM ADMINISTRATORS ASSOCIATION
AFFILIATED WITH
MASSACHUSETTS ASSOCIATION OF PROFESSIONAL
SCHOOL ADMINISTRATORS

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AGREEMENT
BETWEEN THE
HINGHAM SCHOOL COMMITTEE
AND THE
HINGHAM ADMINISTRATORS ASSOCIATION
AFFILIATED WITH
MASSACHUSETTS ASSOCIATION OF
PROFESSIONAL SCHOOL ADMINISTRATORS

July 1, 2017 – June 30, 2020

This Agreement is made and entered into this 4th day of December 2017 by and between the School Committee of the Town of Hingham (hereinafter referred to as the "Committee") and the Hingham Administrators Association, affiliated with Massachusetts Association of Professional School Administrators (hereinafter referred to as the "Association").

PREAMBLE

The parties acknowledge that administrators play a crucial role in defining, developing, and implementing a superior educational program in the Hingham Public Schools. The parties also recognize the importance of a partnership approach to a mutual goal of developing and maintaining such a program. Effectiveness of communication, collaboration, and cooperation, both among administrators covered by this collective bargaining agreement and with all school department staff, is essential to the development and the realization of a common vision. Administrators are expected to demonstrate leadership, initiative, and commitment in fulfilling the responsibilities of their daily roles, in interactions with staff, students, and parents, and as representatives of the Hingham Public Schools in the community and beyond. The parties acknowledge that the duties and responsibilities of administrators in fulfilling the demands of their respective roles go beyond prescribed limitations of time and are defined in their job descriptions.

ARTICLE I
PURPOSE

1.1. In consummating this Agreement, it is the purpose of the parties to foster mutual support and loyalty of the Association and the Committee consistent with State law, rules and regulations of the Massachusetts Department of Education, and the rules and regulations of the Committee. The parties recognize that communication, cooperation, understanding and mutual support are essential to the operation of an effective educational program in the Hingham Public Schools. More specifically, this Agreement is intended to:

- A. Define the appropriate role of administrators in the Hingham Public Schools and, in connection therewith, to set forth the prerogatives necessary to administrators in carrying out their responsibilities.
- B. Set forth the authority and prerogatives of the Committee in its relationship with administrators.
- C. Establish appropriate scales of remuneration, fringe benefits and other terms and conditions of employment which shall apply to administrators.

ARTICLE II
EDUCATION REFORM LAW OF 1993

2.1. The parties agree that this Agreement shall be required to conform to any mandate established by the Education Reform Law of 1993.

ARTICLE III
RECOGNITION

3.1. The Committee recognizes the Hingham Administrators Association, affiliated with Massachusetts Association of Professional School Administrators, pursuant to Chapter 150E of the General Laws, as the exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other conditions of employment of all regular full-time administrative supervisory personnel employed by the Town of Hingham in its public schools, including Assistant Principals, Department Chairs, Athletic Director, Directors and Coordinators, but excluding the Superintendent, Assistant Superintendent, Director of Student Services, all Principals, Supervisor of Maintenance, Director of Business and Support Services, Supervisor of Transportation, Food Service Manager, members of the Teachers' bargaining unit, nurses and all other employees of the Town of Hingham.

3.2. Those covered by this Agreement shall be referred to herein as "administrator" or "administrators" if referring to more than one.

ARTICLE IV
HINGHAM ASSOCIATION RIGHTS

4.1. The Association shall have the right to represent its members in accordance with and for the purposes set forth in Article 3.1 of this Agreement and with respect to matters covered by this Agreement, to communicate in appropriate ways with its membership concerning appropriate matters and to use school building facilities at reasonable times for meetings in accordance with prescribed procedures of the Committee.

ARTICLE V
RIGHTS AND RESPONSIBILITIES

5.1. Administrators shall have the right to form an organization, the purpose of which is to represent them with respect to appropriate matters of collective bargaining.

5.2. Neither the Committee nor the Association will discriminate against, restrain or coerce any administrator because of membership or non-membership or participation or non-participation in activities of the Association or because of an administrator's race, color, creed, national origin, age, sex, marital status, disability or sexual orientation in violation of state and federal laws.

5.3. Administrators will carry out such responsibilities as may be assigned to them by the Committee. Without derogating from the importance of classroom teaching responsibilities of administrators, such responsibilities will be assigned so as not to impair an administrator's ability to fulfill his/her administrative and supervisory responsibilities.

5.4. While final decisions concerning the following matters are reserved exclusively to the School District, the Committee agrees that:

a. administrators individually and collectively will make recommendations to the Administration regarding the school program, personnel, conditions of the school building, grounds, equipment and materials, and other appropriate matters relating to a school plant or program.

b. administrators will be involved in an advisory capacity to the Committee in all collective bargaining sessions with representatives of employees (other than administrators) who are subject to their supervision or under their administration.

c. prior to making changes in the budget request under functions 2300, 2400, 4200, 7300 and 7400, the Committee/designee will consult with the administrator affected by such change (department director, director or building principal).

5.5. Administrators are encouraged to be active in their relevant national, regional, state, and local professional associations. The membership dues in one such association shall be paid by the Committee for each administrator. Subject to operating and other needs, administrators are encouraged to attend professional conferences, workshops and meetings, and, subject to advance approval of the

Superintendent and financial constraints, they will be reimbursed for fees and expenses incurred in connection therewith. Publications and information from these meetings will be shared with the Committee and other professional staff members.

ARTICLE VI
SICK LEAVE

6.1. An administrator will commence each work year with an advance sick leave credit of five (5) days, except that an administrator who begins work after the beginning of the work year shall receive as advance sick leave credit that proportionate part of five (5) days which the remaining number of months in the school year bears to ten (10). In addition to advance sick leave credit, administrators will accrue paid sick leave during the work year at the rate of one (1) day for each month of continuous active service from September through June. An administrator who terminates active service before the end of the work year and who has used paid sick leave in an amount which exceeds that proportionate part of fifteen (15) days which the number of months of active service of such administrator during such work year bears to ten (10) shall be required to pay back such excess to the Committee and the Committee may deduct the amount thereof from any monies due said administrator. Unused paid sick leave shall be accumulated from year to year without limit. A person who is promoted from a teaching position in the Hingham School System to a position covered by this Agreement will retain as an administrator the number of days of sick leave the person had accumulated as of the date the person became an administrator.

6.2. Sick leave with pay shall be granted and taken when an administrator is prevented from working because of actual personal illness or injury. Sick leave may also be granted by the Principal, with the review and prior approval of the Superintendent or just the Superintendent, as the case may be, because of serious illness of, or injury to, a member of the administrator's "immediate family". "Immediate family" shall include an administrator's spouse, children, parents, sisters, brothers, grandparents, parents-in-law and a close friend who is a member of one's immediate household.

6.3. To be eligible to use paid sick leave, an administrator must report the illness or injury to his/her immediate supervisor as soon as is reasonably possible.

6.4. Subject to a maximum which is equal to the number of days in an administrator's work year, accumulated sick leave of an administrator who dies while in the Committee's employ shall be paid to such administrator's designated beneficiary, if living, or, in lieu of a living designated beneficiary, to such administrator's estate. Beneficiary designations shall be made on a form supplied by the Committee. Days of advance sick leave credit under Section 6.5, days of extended sick leave available pursuant to Section 6.6 and days of sick leave granted due to prolonged illness pursuant to Section 6.7 shall not be included in determining an administrator's accumulated sick leave under this section and no administrator, beneficiary or estate shall be paid for any such days hereunder.

6.5. A new administrator who is hired into a position covered by this Agreement from outside the Hingham School System will be credited with ninety (90) days of advance sick leave credit. This amount credited shall be reduced by fifteen (15) days per year in the same manner as an administrator accrues sick leave as described in Section 6.1.

6.6. (a) An administrator who has completed at least three (3) full school years of continuous employment for the Committee shall be eligible to draw days of extended sick leave.

(b) Eligibility to draw days of extended sick leave shall be as follows:

(1) An administrator must have exhausted all of his or her accrued sick leave days.

(2) The administrator's physician must certify that the administrator is disabled from working due to personal illness or injury and that such disability is expected to continue so that it will be necessary to draw days of extended sick leave.

(3) The maximum number of days of extended sick leave for which an administrator who is disabled from working due to personal illness or injury may draw shall be determined as follows:

Number of Full School Years of Continuous Employment for the Committee Completed by Administrator	Number of Work Days Administrator Must be Disabled From Working Prior to Becoming Eligible to Draw Days of <u>Extended Sick Leave</u>	Maximum Number of Days for Which Administrator is Eligible to Draw Days of <u>Extended Sick Leave</u>
At least 1 and not more than 5 years	15 days	30 days
More than 5 and not more than 10 years	30 days	60 days
More than 10 and not more than 15 years	45 days	90 days
More than 15 years	60 days	120 days

(4) An administrator who has drawn days of extended sick leave and who, because of the completion of additional full school years of employment for the Committee, qualifies for an increase in the maximum number of days which may be drawn, shall have deducted from the new maximum the number of days already drawn.

(5) Each time an administrator uses days of extended sick leave such days shall be deducted from such administrator's applicable maximum.

(c) Days of extended sick leave shall be provided by the Committee and shall not come from the accumulated sick leave of any administrator.

6.7. In case of prolonged illness of an administrator which results in the exhaustion of the administrator's accumulated sick leave and extended sick leave, the Committee and the Superintendent will review the case on an individual basis and determine whether or not the administrator's salary should be continued and, if so, for what period of time. These decisions shall be within the sole judgment and discretion of the School Committee and Superintendent.

6.8. An administrator's annual salary shall be reduced in proportion to the number of days he/she works for each day of absence due to illness or injury not covered by sick leave or under Section 21.3 of this Agreement.

An accounting of each administrator's accumulated sick leave will be available for review on the ESS site by September 30 of each year.

ARTICLE VII PERSONAL AND BEREAVEMENT LEAVES

7.1. The parties recognize that absences are detrimental to the educational process and, therefore, must be held to an absolute minimum.

7.2. Professional or personal leave may be granted subject to the approval of the Superintendent. These days shall not be deducted from sick leave.

7.3. Any administrator who suffers a death of a member of the immediate family as defined in Section 6.2 or of a sister-in-law or brother-in-law shall be allowed time off, up to three (3) days, without loss of pay for each of these days which are such administrator's regular working days and on which he/she would otherwise have worked. Where unusual circumstances require, additional leave may be taken as personal leave. Where individual circumstances require, the Superintendent may, in his/her discretion, expand the definition of "immediate family"; however, his/her determination shall not be subject to the grievance and arbitration procedures of this Agreement.

ARTICLE VIII
SABBATICAL LEAVE

8.1. Upon the recommendation of the Committee's Sabbatical Review Board, a sabbatical leave for advanced study or research may be granted by the Committee to an administrator who has completed six (6) consecutive years of active service in the Hingham Public Schools, where such leave would, in the opinion of the Sabbatical Review Board, contribute significantly to the improvement of the instructional program of the Hingham Public Schools. In certain instances, when it is deemed in the best interest of the Hingham Public Schools, the Superintendent and the Committee may in their sole discretion grant a special sabbatical leave to an administrator with fewer than the required number of years of active service.

8.2. An administrator who applies for sabbatical leave must submit a written request to the Superintendent by January 1 next prior to the school year during which such administrator desires sabbatical leave. Action shall be taken on all requests not later than May 1st. Such request must describe the intended sabbatical leave program of study or research to be pursued and the contribution such program is likely to make to the Hingham Public Schools and to the professional ability of the administrator.

8.3. Administrators' requests will be considered on their merits.

8.4. Approval by an administrator's immediate supervisor shall be a condition to the granting of a sabbatical leave.

8.5. Sabbatical leave may be for a period of up to one hundred eighty-five (185) working days.

8.6. Sabbatical leave pay shall be one-half (1/2) of the administrator's base pay for a sabbatical leave of from at least ninety-three (93) work days. Sabbatical leave pay shall be at full pay for a sabbatical leave of less than ninety-three (93) work days.

8.7. Before accepting a sabbatical leave, an administrator shall sign an agreement with the Committee to return immediately upon completion of such sabbatical leave to active service for the Committee for a period of twice the length of such sabbatical leave; and that, in default of completing such service, such administrator shall refund to the Committee such proportion of the sabbatical leave pay received as the amount of service not rendered as promised bears to the whole amount of service agreed to be rendered, provided that the administrator may be released from such payment if his/her failure to serve twice the length of the leave is due to death or permanent disability.

8.8. An administrator returning from sabbatical leave shall be placed in the position he/she previously held and on the step on the salary schedule he/she would have attained had he/she remained in the Committee's active service and shall be eligible to accrue, but not use, paid sick leave while on leave.

8.9. No administrator may apply for another sabbatical leave until he/she has completed six (6) consecutive years of active service since such administrator's last sabbatical leave.

8.10. Upon completion of a sabbatical leave, the administrator shall submit a written report to the Superintendent containing any transcript of college or university work done while on leave, and other pertinent or interpretive information considered essential by the Committee to an evaluation of such administrator's sabbatical leave program.

8.11. While on sabbatical leave, an administrator shall not engage in remunerative work, other than work performed in connection with the sabbatical leave program, without the express written approval of the Superintendent.

ARTICLE IX
PARENTAL AND
ADOPTION
REARING LEAVE

9.1 A maternity leave of up to one (1) year will be granted to any administrator in connection with pregnancy and/or childbirth. The extent to which accrued sick leave shall be available for use by administrators in cases of disability due to pregnancy shall be governed by the requirements of General Laws, Chapter 149, Section 105D."

9.2. An administrator who is on maternity leave shall not be entitled to accrue paid sick leave during the period of such leave. In determining the placement on the salary schedule of an administrator who returns from a maternity leave of absence, credit for one full year of work will be given on the schedule for the school year during which the leave began if the administrator completed at least one-half (1/2) of her work year; otherwise, the administrator shall return to the step on the salary schedule which she held prior to the commencement of such leave. The administrator shall be restored to the position she held when her leave began.

9.3. Subject to the needs of the educational program as determined by the Superintendent of Schools, an administrator may be granted an unpaid leave of absence for up to one (1) year for the purposes of rearing an adopted child following adoption. The duration and other terms and conditions of such leave shall be subject to the approval of the Principal, with the review and prior approval of the Superintendent or the Assistant Superintendent, as the case may be. An administrator who adopts a child may use accrued sick leave for serious illness of the adopted child. Administrators may also be eligible for adoption rearing leave for shorter periods of time under Massachusetts General Laws, Chapter 149, §105D or the Family and Medical Leave Act; if so, such leave shall be granted in accordance with and be subject to the limitations of those laws and shall be the alternative to the leave provided under this Article.

9.4 (a) An administrator who is a non-birth parent (that is, a parent who does not give birth to the child) (NBP) who has been employed for at least three months may take a single leave of up to ten (10) consecutive school days exclusive of school vacation weeks but inclusive of the summer break, for the purposes of child-rearing or for the adoption of a child. For an administrator who is an NBP who has been employed for at least twelve months, such leave shall be paid by use of accrued sick leave, for any such period of time that occurs on days that school is in session.

(b) An eligible NBP who takes such paid parental leave may not use accrued sick leave for family medical

leave pursuant to Sections 6.2, 9.1 or 9.3 for the purpose of extended maternity leave or extended adoption rearing leave. Medical documentation satisfactory to the Superintendent must be provided for any use of accrued sick leave for family medical leave within twenty (20) calendar days following the parental leave.

- (c) Such leave, paid or unpaid, shall be concurrent with (and shall not extend or be in addition to) any unpaid leave to which the NBP administrator may be entitled under the federal Family and Medical Leave Act and/or Massachusetts General Laws c. 149, Section 105D.
- (d) Paid leave pursuant to this Section 9.4 must be taken within six (6) calendar weeks after the birth of the child (or, in the case of an adoption, within six (6) calendar weeks after the NBP first takes physical custody of the child).
- (e) Use of accumulated sick leave because of placement for adoption, or travel necessary to complete the adoption, of a child, beyond the time authorized under Section 9.4(a), may be granted by the Superintendent in her/his sole discretion.

ARTICLE X MILITARY LEAVE

10.1. The Committee will comply with all State and Federal laws with respect to mandatory military leaves of absence.

10.2. An administrator who is required to perform annual active duty for training will do so during the months of July and August except when the necessity of the Government makes other demands absolutely necessary. In such instances the administrator will be granted necessary leave, upon written notification from the administrator's commanding officer. An administrator who is a member of a military reserve component and who is activated for emergency military duty shall receive the difference between his/her regular salary as an administrator and his/her military pay for a period not to exceed ten (10) working days. All other military leaves shall be without pay.

10.3. Military leave will be granted to any administrator who is inducted or who enlists for one required term in any branch of the armed services of the United States or during the period of any involuntary extension of enlistment.

10.4. Upon return from such a leave, an administrator will be placed on the salary schedule at the level which he/she would have achieved had he/she remained in the Committee's active service during the period of absence, up to a maximum of four (4) years.

ARTICLE XI GENERAL LEAVES OF ABSENCE PROVISIONS

11.1. The Committee recognizes its obligations to comply with the Family and Medical Leave Act of 1993 and agrees to be bound under the terms of this Agreement to any of the provisions of the FMLA which are more favorable than the language contained in this Agreement.

11.2. Extended leaves of absence without pay may be granted at the sole discretion of the administrator's

immediate supervisor, with the review and prior approval of the Superintendent or the Assistant Superintendent, as the case may be. All benefits to which an administrator was entitled at the time any extended unpaid leave commenced, including accumulated sick leave, will be restored to the administrator upon return from any such leave. The parties recognize that no specific position can be held open during any extended unpaid leave, but in all instances every effort will be made to assign an administrator to a substantially equivalent position to the one held at the time the leave began. In determining the placement on the salary schedule of an administrator who returns from an extended leave of absence, credit for a full year of work will be given on the schedule for the school year during which the leave began if the administrator completed at least one-half (1/2) of his/her work year; otherwise, the administrator shall return to the step on the salary schedule which he/she held prior to the commencement of such leave.

11.3. All requests for leaves of absence, extensions or renewals must be in writing. In cases of extensions or renewals, such requests must be received by the School District by March 1st of each year in which the leave expires.

11.4. Failure to be available for assignment at the termination of a leave shall constitute a resignation.

ARTICLE XII
INSURANCE

12.1. The Town of Hingham will pay that percentage of the cost of the following types of insurance coverage which the Town has authorized for its employees:

- (a) A term life insurance plan of the type available to other Town employees.
- (b) Individual or family health coverage under the program provided by the Town of Hingham to other Town employees.

The Town will also make available to administrators coverage under programs of health maintenance organizations offered by the Town to other Town employees.

12.2. An administrator's health coverage will be continued during the period of an extended approved leave of absence (non-FMLA), provided the administrator pays the total monthly cost of such coverage to the Town within seven (7) days from the last billing date.

12.3. It is understood that the Town will not itself operate said insurance programs but will maintain policies or contracts with insurance companies which will administer said programs. The benefits under said programs shall be subject to such conditions and limitations as may be set forth in the policies or contracts of insurance. Any dispute concerning eligibility for or payment of benefits under any such policies or contracts shall be settled in accordance with the terms thereof.

12.4. Should any Federal or State legislation become effective during the term of this Agreement providing benefits paralleling any of those provided under this Article and imposing the cost thereof on the Town, then and to that extent the parallel benefits provided under this Article may be discontinued by the Town, and the Town shall be relieved of the cost thereof to avoid duplication of costs.

ARTICLE XIII
TAX SHELTERED ANNUITIES

13.1. Administrators will be eligible to participate in a "tax sheltered" annuity plan established pursuant to United States Public Law 87-370.

13.2. Commencement of, or withdrawal from participation shall be in accordance with current practices.

ARTICLE XIV
PROFESSIONAL DEVELOPMENT AND
EDUCATIONAL IMPROVEMENT

14.1. The Committee will reimburse an administrator for tuition for course(s) which are taken with the advance written approval of the administrator's immediate supervisor and the Superintendent. An administrator may be reimbursed only for course(s) commenced after the completion of his/her first full year in the Hingham Public Schools.

14.2. Subject to a maximum of \$ 1,500 per school year for any individual administrator, an administrator will be reimbursed for one hundred percent (100%) of the tuition for a course which has been approved in accordance with Section 14.1.

14.3. To receive reimbursement the administrator must: (a) complete the course(s) with a grade which is acceptable for graduate credit, (b) present to the Superintendent the official transcript of the course(s) and grade(s) and a receipted bursar's bill within thirty (30) days after issuance of final grades, but not later than June 15 of any year, and (c) not be receiving financial assistance for such course(s) from any other source (e.g., scholarship, G. I. Bill).

14.4 . The School Committee agrees to waive tuition and credit payment by any administrator for any courses sponsored by the Hingham Public Schools. The School Committee further agrees that the equivalent credit value of such Hingham Public Schools sponsored courses will be attributed toward the Masters +30 and Masters +60 classifications on the salary schedule.

14.5 Subject to advance approval by the Superintendent, in his or her discretion, each bargaining unit employee is entitled to receive reimbursement up to a per capita total of \$1,200 for travel, registration fees, and lodging for attending, or presenting at, a national conference in the field of education or content area during this three-year contract.

ARTICLE XV
TRANSPORTATION REIMBURSEMENT

15.1. Administrators will be paid the mileage rate established by the Town for any travel in-state or out-of-state, incurred in the performance of their duties for the Hingham Public Schools.

ARTICLE XVI
ADMINISTRATOR EMPLOYMENT

16.1. The Committee, upon the recommendation of the Superintendent, has the final authority for setting the initial salary placement of an administrator, giving due consideration to qualifications, experience and other regulations of the Committee.

16.2. When the Committee decides to reduce the number of Association positions for reasons such as school closing or administrative reorganization, determinations as to which administrators shall fill the remaining positions shall be made by the Superintendent in his/her discretion. Subject to the foregoing,

an administrator whose position as administrator is to be eliminated or who has been displaced pursuant to the following procedure shall have the following options if available:

- a) The administrator shall be considered for other administrative and supervisory positions which are vacant for which he/she is qualified, in the sole judgment of the Principal, with the review and prior approval of the Superintendent.
- b) If there is no such position, an administrator who previously held a lower level position within the Association bargaining unit shall be entitled to return to the Association position from which he/she was promoted (the 'former position') and to displace the incumbent in such former position. If the administrator's former position no longer exists, he/she shall be entitled, if qualified in the sole judgment of the Principal, with the review and prior approval of the Superintendent or the Superintendent, as the case may be, to displace any incumbent who is in the same job classification as the former position.
- c) If there is no such position or job classification to which the administrator may return, the administrator may fill a vacant teaching position for which the administrator is qualified in the sole judgment of the Principal, with the review and prior approval of the Superintendent or the Superintendent, as the case may be.
- d) An administrator who, after May 6, 1992 was promoted from a teaching position represented by the Hingham Education Association to an administrative position within the administrators' bargaining unit may return to the teachers' bargaining unit by displacing a teacher in the discipline in which the administrator taught immediately prior to his/her promotion to an Administrators Association position. In order to displace a teacher under this procedure, the displacing administrator must have greater length of service than the teacher to be displaced and must be considered competent in the sole judgment of the Superintendent of Schools to fill the teacher's position. Length of service for an administrator shall mean the individual's length of uninterrupted service in years, months, and calendar days in the Hingham Public Schools as a member of the teachers' bargaining unit."

No administrator shall have any displacement rights under this Article or any layoff and recall rights under this Article unless such administrator has given the Committee a waiver in writing of any rights which the administrator may have under General Laws, Chapter 71, Sections 42, 42A and 43A. In the event that an administrator fills a teaching position the salary and other provisions of the teachers' contract shall apply in the new position. The individual shall retain accrued benefits and length of service credit for such benefits. An administrator whose position has been eliminated, and who has accepted a lower level position, will retain recall rights to that position, or a similar position if such position becomes available within a period of twenty-four (24) months.

16.3. The Committee will give written notice of any proposed reduction-in-force to the Association as soon as practicable and, at the Association's request, will meet with the Association for the purpose of discussing the effect if any, of the reduction on the remaining administrators, provided that failure to give such notice as soon as practicable shall not affect the validity of any reduction.

When a reduction-in-force (RIF) is to take place, the Committee should give written notice to the affected administrator under usual circumstances prior to March 15 preceding the effective date of the reduction which under usual circumstances shall be the subsequent July 1. An administrator whose position has been eliminated or who has been displaced shall be terminated unless he/she is placed in a position as provided in subsections (a), (b), or (c) of Section 16.2 or elects layoff status with recall rights. If the administrator wishes to have layoff status with recall rights rather than termination, said administrator must so notify the Superintendent and furnish the waiver referred to in Section 16.2, within fourteen (14) calendar days after the receipt of the RIF notice. The parties recognize that there may be circumstances in which such written notice is not given by March 15 because the events giving rise to the Committee's decision to reduce forces occur after March 1. In such instances, written notice shall be given as soon after March 15 as practicable. The right to give a reduction-in-force notice after March 15, is designed to permit the Committee to deal with unanticipated financial exigencies. When the Committee has given notice to an administrator(s) after March 15, the Committee will discuss with the Association the impact of any such decision on the administrator(s) affected. It is understood that nothing in this section is intended to limit powers which the Committee has under State law.

16.4. An administrator who displaces another administrator pursuant to Section 16.2 shall not suffer any reduction in pay as long as the administrator continues to hold an Association position. In such instance, the administrator shall remain at his/her salary rate until such time as the rate of pay of his/her new position exceeds that of his/her former position.

16.5. An administrator who has completed at least ten (10) years of continuous service in the Hingham Public Schools and who is given notice of reduction-in-force after March 15 or who is laid off prior to the subsequent July 1 will be paid severance pay in accordance with the following schedule:

<u>Length of Continuous Service in the Hingham Public Schools</u>	<u>Severance Pay</u>
At least 10 yrs & less than 15 yrs	1 month
At least 15 yrs & less than 20 yrs	2 months
20 years or more	3 months

16.6. An administrator who is laid off shall be entitled to continue as a participant in the Town's group health insurance program at his/her own expense to the extent that applicable Federal and State law so requires.

16.7. If subsequent to a reduction-in-force notice, a vacancy occurs in the position from which an administrator was reduced or was displaced and the administrator has elected layoff status, a recall notice shall be sent to the administrator by certified mail, return receipt requested, with a copy to the

Association. If there is no administrator who is eligible for recall to such position, a notification of the existence of such vacancy shall be sent to other administrators who are on layoff and eligible for recall by certified mail, return receipt requested, with a copy to the Association. The vacancy will be filled by the administrator, if any, with the greatest length of continuous service as an administrator who is on lay-off from another position, provided the administrator is qualified, in the sole judgment of the Superintendent, to fill the vacancy. If an administrator fails to notify the Superintendent within fourteen (14) calendar days after the mailing of a recall notice of his/her intent to accept recall or declines recall to his/her former position, said administrator shall forfeit all rights and benefits provided for in this Agreement. If an administrator notifies the Superintendent within fourteen (14) calendar days after such mailing that he/she is declining recall to a position other than his/her former position, the administrator shall not forfeit such rights and benefits. An administrator who accepts recall must commence work on the date set forth in the recall notice or within twenty-one (21) calendar days after the mailing of the recall notice, whichever is later. An administrator who is recalled shall have restored to him/her all benefits accrued up to the date the reduction-in-force became effective. Administrators with recall rights are required to keep the Superintendent and the Association informed of their current mailing address, including any temporary address where they can be reached if they will be traveling or otherwise away from their home mailing address. Administrators who have accepted layoff status shall, during the recall period, be sent copies of all notifications of vacancies issued pursuant to this Agreement. Recall rights shall expire two (2) years from the date of an administrator's layoff.

ARTICLE
XVII
SALARIES

17.1. During the period July 1, 2017 through June 30, 2018 the annual salaries of administrators shall be as shown in Schedule 1; the annual salaries of administrators for the period from July 1, 2018 through June 30, 2019 shall be as shown in Schedule 2; and the annual salaries of administrators for the period from July 1, 2019 through June 30, 2020 shall be as shown in Schedule 3.

17.2. Newly hired administrators shall receive not less than Step 1 for the position as shown on the applicable salary schedule.

17.3. Unless it is determined by the Committee that an administrator's performance has been unsatisfactory, administrators shall advance to higher steps on the applicable salary schedule for their position at the rate of one (1) such step at the commencement of each new school year ("normal advancement") until the top step is reached. An administrator who is denied normal advancement because of unsatisfactory performance shall have the right to appear before the Committee to present evidence in support of such administrator's contention that normal advancement is warranted. The Committee will render a decision on any such matter promptly and its decision shall be final and binding on the administrator. An administrator whose performance is considered unsatisfactory will be given reasonable advance notice thereof.

17.4. Administrators who attain thirty (30) credits following attainment of a master's degree (master's + 30), sixty (60) credits following attainment of a master's degree (masters +60), or a doctorate degree shall be eligible to advance to the column on the salary schedule for their position reflecting their level of educational attainment, commencing with the first pay period after the earlier of September 1 or February 1 of each year after receipt by the Superintendent of documentation of such attainment. An Administrator may also include credits for this purpose based on teaching a college credit course at an accredited college, provided that the course has been determined by the Superintendent in advance of the course being taught to be relevant to the administrator's role or certification, or to be otherwise likely to advance the interest of the Hingham Public Schools. Two credits shall be given for purposes of advancement on the salary schedule for every one credit awarded by the college for the course, up to a maximum of six credits for purposes of advancement for any one course, and credit for purposes of advancement shall be given only in the first year that any single course (or substantially similar course) is taught by an administrator.

17.5. The parties acknowledge that the duties and responsibilities of administrators in fulfilling the demands of their respective roles may go beyond prescribed limitations of time. Work responsibilities are outlined in the job descriptions for the respective roles, and guidelines for the expected number of days in the typical work year are as follows:

Department Director	200
Elementary Assistant Principal	205
Middle School Assistant Principal	208
High School Assistant Principal	210
Athletic Director	210

Unusual circumstances that impact the foregoing stated guidelines should be brought to the attention of the Superintendent for discussion concerning options.

17.6. An administrator who has completed at least ten (10) years of service in the Hingham Public Schools and who gives written notice by June 1, 2004 (or by any June 1 thereafter) of his/her intention to retire not earlier than age 53, depending upon the number of full years (12 month periods) of advance notice not to exceed two (2), shall receive a salary differential(s) follows:

<u>2 Year Notice Differentials</u>	OR	<u>1 Year Notice Differential</u>
\$4,000 payable at the end of the first year		\$4,000 payable upon retirement
\$5,000 payable upon retirement		

Any administrator who gives advance written notice, not later than January 1 of the school year at the end of which retirement is to occur (the "retirement year"), of his/her intention to retire not earlier than age 53 and who as of the date of retirement has accumulated sick leave of at least 100 days will receive a compensation at retirement, provided that the Superintendent may, in his/her sole judgment and discretion, accept notice subsequent to January 1 (but in no event later than April 1 of the retirement year) in compelling or extraordinary circumstances. Compensation will be at the rate of ten (10) dollars per day to a maximum of \$4,500. Notice of intention to retire is final and irrevocable in the twelve months prior to the retirement date. When a change of plans is allowed, the administrator will return to the Town all funds received as salary differential under terms of this Article. In order to be eligible for the benefits provided for in this Section, an administrator must retire at the end of the school year.

17.7 If the number of teachers supervised by a department director changes from +11 to -11, the person in that department director position shall be grandfathered in the +11 category for salary purposes for the duration of his/her incumbency.

17.8 Administrators shall be eligible for longevity pay in accordance with the following schedule:

LONGEVITY PLAN A

Length of Continuous Service

in HEA Unit A and/or the administrator bargaining unit.

Amount of Longevity

At least 10 years but less than 15 years	\$650.00
At least 15 years but less than 20 years	\$750.00
At least 20 years but less than 25 years	\$850.00
25 years or more	\$950.00

Longevity pay shall be paid as follows: One-half (1/2) of the applicable annual amount shall be payable as of December 31 to each eligible administrator and one-half (1/2) of the applicable annual amount shall be payable as of June 30. Notwithstanding the foregoing, longevity pay for an administrator who is retiring with a pension from the employ of the Committee shall be pro-rated from the date of the last longevity adjustment to the first day of the month in which the administrator retires. In order to be eligible to receive any longevity payment, an administrator must have been in paid status (other than on workers' compensation) for at least half of the work days during the preceding six (6) month period.

LONGEVITY PLAN B

17.9 Bargaining unit members with ten (10) consecutive, completed years of service in the Hingham Public Schools (and who have not participated in any prior version of this Longevity Plan B) may elect longevity payments for the three (3) consecutive years following the member's application and acceptance under the provisions of this Article in the following amounts:

First year of participation	\$4,000
Second year of participation	\$4,000
Third year of participation	\$4,000

These amounts shall be payable in two equal installments each year by March 1 and June 30.

Longevity payments specified under Longevity Plan A of this Article will cease upon application and acceptance into Longevity Plan B. No member who is receiving payment under Longevity Plan B shall receive payments under Longevity A. Discontinuation in Longevity Plan A shall become effective on September 1 of the school year in which the member receives his/her first payment of four thousand (\$4,000) dollars.

Eligibility to participate in the early notification of retirement incentive in Section 17.6 will cease upon application and acceptance into Longevity Plan B, but eligibility to participate in the sick leave buy back benefit under Section 17.6 would remain in effect even if accepted into Longevity Plan B.

Bargaining unit members will be entitled to the entire sum of twelve thousand (\$12,000) dollars regardless of date of termination, but for a given year, a bargaining unit member shall not receive payment if, prior to the payment date in that year, the bargaining unit member has resigned employment with the District. However, this shall not affect any entitlement to longevity payments in subsequent years. Payments will continue until the remaining credit is exhausted if an entitled unit member resigns, retires, or otherwise severs his/her employment with the Hingham Public Schools.

Members shall be allowed to elect and accept Longevity Plan B only once during their employ by the Town of Hingham and the Hingham Public Schools.

Participation in Longevity Plan B is irrevocable thirty (30) days after receipt of notification of acceptance into the Plan.

Application for Longevity Plan B shall be made on the *Longevity Plan B Application Form* attached hereto as Exhibit A. For participation, applications must be submitted on or before October 15th of the school year prior to the school year in which the payments are to begin.

ARTICLE XVIII EVALUATION

18.1. Any complaint about an administrator which may be the basis for inclusion in the administrator's annual evaluation or for action with respect to an administrator's employment shall be called promptly to the attention of the administrator. In the event that a Committee member receives a complaint from any person about an Administrator which, if true, would be serious enough to cause it to be included in the Administrator's personnel file, as an initial matter, such complaint shall be referred to the Superintendent for investigation. Nothing herein shall limit the right of the Committee to consider a complaint after the Superintendent has completed an investigation, to the extent that such power or authority resides with the Committee after passage of the Education Reform Act of 1993.

18.2. Professional performance evaluations for administrators will be conducted openly and with full knowledge of the administrator and in accordance with the standards and guidelines for MA Administrator Evaluation that were approved by the Association on Friday, September 6, 2013 that are included in the *Hingham Public Schools Educator Evaluation Handbook*, which is incorporated herein by reference.

18.3. An administrator shall have reasonable access to his/her personnel file during normal school hours.

ARTICLE XIX
VACANCIES

19.1. Whenever the Committee decides to fill permanently a promotional vacancy (including new positions which may be established), written notice thereof will be given to administrators. As to any particular administrator "promotional vacancy" shall mean any position carrying a higher salary differential. The notice shall specify the duties and qualifications therefore and rate of compensation. No vacancy will be filled except temporarily within ten (10) calendar days from the mailing of such notice to administrators.

19.2. Any qualified administrator, whether or not employed by the Committee, may apply for a promotional vacancy. Due weight shall be given to professional background, attainments, experience, length of service for the Committee, personal qualities and other relevant factors. Any administrator applicant employed by the Committee who is not selected will receive written notification thereof.

19.3. The Committee will review with the Association new administrative and supervisory positions which may be established.

19.4. The Principal, with the review and prior approval of the Superintendent, or the Superintendent, as the case may be, may make acting or temporary appointments until vacancies are filled by permanent appointees or absent administrators return to active service. Any administrator who fills a vacancy (an unoccupied position) on an acting or temporary basis, whether during the school year or the summer recess period, shall be compensated for assuming the role of the position at a rate which is \$30 higher per diem than his/her per diem rate for each day worked in such acting or temporary capacity. Any administrator who is appointed to fill the role of an administrator who is absent and not in active service during the school year shall be compensated for assuming the role of the position at a rate which is \$30 higher per diem than his/her per diem rate for each day worked filling the role of the absent administrator. For purposes of this section, an administrator's per diem pay will be calculated by dividing the administrator's annual salary by the number of days in the administrator's expected work year. Any administrator who is appointed to fill the role of an administrator who is absent and not in active service during the summer recess period will be paid at a per diem rate of \$254, effective July 1, 2000; \$262, effective July 1, 2001; and \$270, effective July 1, 2002; for each day worked filling the role of the absent administrator. All appointments shall be made in writing and shall specify the effective date of the appointment.

ARTICLE XX
TRANSFERS

20.1. Requests may be made by an administrator for transfer to a different position or building and shall be filed in writing with the Superintendent stating the reasons for seeking transfer, the building or position sought, and the applicant's qualifications. Such request shall receive appropriate consideration by the Principal, with the review and prior approval of the Superintendent or the Superintendent, as the case may be. Involuntary transfers (except temporary assignments) will be made only after the Superintendent has notified the affected administrator and given him/her an opportunity to discuss the transfer.

ARTICLE XXI
PROTECTION

21.1. Indemnification of administrators for expenses in connection with criminal or civil proceedings shall be in accordance with General Laws, Chapter 41, Section 100C, as amended to date.

21.2. Administrators will as soon as possible report to their immediate supervisor in writing any case of assault or abusive conduct they suffer in connection with their employment. Such written report, if the administrator requests, will be forwarded to the Superintendent and the Committee. The Committee will comply with any reasonable request from the administrator for information it has about the incident and will act appropriately as liaison between the administrator, the police and the courts.

21.3. Administrators shall be covered by workmen's compensation coverage to the extent approved by the Town of Hingham at the 1980 annual town meeting.

ARTICLE XXII
RIGHTS OF COMMITTEE

22.1. 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 elected representatives of the citizens of Hingham, the Committee has the responsibility for establishing educational policies and allocating resources for the Hingham Public Schools and the further responsibility for setting standards for the efficient and economical operation of the school system. The Committee has the final responsibility for establishing the educational policies of the public schools in Hingham.

22.2. 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.

22.3. As to every matter expressly not covered by this Agreement, and except as expressly or directly modified by clear language in a specific provision of this Agreement, the Committee retains exclusively to itself all rights and powers that it has or may hereafter be granted by law, and shall exercise the same without such exercise being made the subject of grievance or arbitration.

ARTICLE XXIII
EFFECT OF AGREEMENT

23.1. This instrument constitutes the entire Agreement of the Committee and the Association arrived at as the result of collective bargaining negotiations, except such amendments hereto as shall be reduced to writing and signed by the parties.

23.2. The parties acknowledge that during the negotiations which resulted in this Agreement each has had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Committee and the Association for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been in the knowledge or contemplation of either or both the parties at the time this Agreement was signed.

23.3. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this Agreement.

23.4. No provision of this Agreement shall be retroactive prior to the effective date.

23.5. Should any provision of this Agreement be or become invalid because of any existing or future provisions of law, court decision or administrative ruling, the remainder of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XXIV PRECEDENCE OF LAWS AND REGULATIONS

24.1. Achieving the educational objectives of the Hingham Public Schools is of paramount interest to the parties hereto, as well as in the public interest. In administering all matters covered by this Agreement, the Committee and the Association are governed by the provisions of this Agreement and any existing or future laws and regulations and amendments thereto which may be applicable and this Agreement shall at all times be applied in accordance with and subject to such laws and regulations. Should any provision of this Agreement be deemed to conflict with any such laws or regulations, it may become the subject matter of discussion by the parties hereto for the purpose of attempting to negotiate a substitute provision in compliance with the requirements of such laws or regulations.

ARTICLE XXV COMPLAINT PROCEDURE

25.1. In the interest of resolving complaints as informally and rapidly as possible, administrators who have complaints or dissatisfactions regarding their employment may utilize this informal complaint procedure. Any such complaint may be presented to the principal, or, in cases where an administrator is not accountable to a principal, to the administrator's immediate supervisor in an effort to resolve the complaint. If the complaint is not resolved to the administrator's satisfaction in this informal procedure and it otherwise qualifies as a grievance as defined in Section 26.2, the administrator may utilize the formal grievance procedure in Article XXVI, provided that the grievance is filed within the time limit set forth in Section 26.4.

ARTICLE XXVI
GRIEVANCE
PROCEDURE

The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to grievances. All grievances will be handled as provided in this Article. The parties agree that such procedure shall be kept as informal and confidential as may be appropriate for the procedural level involved. Nothing in this Agreement shall prevent any administrator from individually presenting any grievance without the intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and provided further that an agent of the Association may be present at grievance meetings and may express the Association's position on grievance.

26.1. The following definitions shall apply for purposes of this Agreement:

a. A "grievance" shall mean a complaint by an administrator (or in the case of a group grievance, a group of administrators) that as to such administrator or administrators, the School District has interpreted and applied this Agreement in violation of a specific provision hereof.

b. An "aggrieved administrator" shall mean the administrator or administrators making the complaint.

26.2. 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 may be extended only by prior mutual agreement of the parties. "Days" as used in this Article and the next Article (Arbitration) shall mean calendar days.

26.3. The formal grievance procedures of this Agreement shall be governed by the following:

a. Superintendent Level: An administrator with a grievance must present it to the Superintendent within thirty (30) days of the day the administrator knew or reasonably should have known of the events giving rise to the grievance. The Superintendent or his designee and the aggrieved administrator and, if the aggrieved administrator so chooses, a representative of the Association, shall meet within seven (7) days after receipt of the witness grievance by the Superintendent to discuss the grievance. The Superintendent or his designee shall answer in writing within seven (7) days after the conclusion of such meeting.

b. Committee Level: If the grievance is not resolved at the preceding level to the satisfaction of the aggrieved administrator and the grievance involves an issue of District policy, as determined by the Committee, the administrator may present the grievance in writing to the Committee within seven (7) days of the decision in the preceding level. A meeting will be held at the Committee level with the aggrieved administrator, and if the aggrieved administrator chooses, a representative of the Association to discuss the grievance, except in instances in which the Committee, in its discretion, believes a meeting is unnecessary. Any such meeting will be held at the next regularly scheduled meeting of the Committee which is no less than seven (7) days from the date of the

submission of the written grievance to the Committee level. The Committee shall consider the grievance and present its decision in writing to the aggrieved administrator within thirty (30) days after receipt of the written grievance by the Committee, when no meeting is held, or within fifteen (15) days after the conclusion of the meeting when a meeting is held. A copy of the Committee's answer will be furnished to the Association.

26.4. If the grievance is not settled to the satisfaction of the aggrieved administrator at the preceding level, the Association may submit the grievance to arbitration by giving written notice to the School District within twenty (20) days after receipt of the decision at the preceding level.

26.5. A grievance involving a group of administrators shall be presented in writing as a group grievance by the Association at the Superintendent Level within thirty (30) days of the earliest date on which an administrator in the group knew or reasonably should have known of the event or events giving rise to the grievance. In order for a grievance to be a group grievance, all administrators participating in the grievance must be aggrieved in the same way. If the grievance is denied at the initial level, the Association will furnish at the next level a list of those administrators who are included in the group and who have advised the Association to pursue the grievance on their behalf.

26.6. If the grievance involves an issue for Committee decision and the Committee and the Association or the aggrieved administrator (in instances in which the administrator pursued the grievance without the intervention of the Association) agree, a grievance may be presented initially at the Committee Level, within the thirty (30) day time limit referred to in the Superintendent Level being applicable to such initial presentation.

26.7. If a decision at any level is not provided within the time limits specified, the grievance shall be deemed denied on the day the decision was due and shall be qualified to be taken to the next higher level.

26.8. No grievance shall be considered which is not presented within the time limits specified in the Superintendent Level. If a grievance is once settled or if it is not appealed to the next higher level within the specified time limits, it shall be considered closed and shall not thereafter be subject to the grievance procedure or to arbitration under this article. The aggrieved administrator shall secure and retain a dated receipt for grievances which are presented at any level of the grievance procedure or submitted to arbitration whether such presentation of submission was by hand delivery or mail.

26.9. The parties will endeavor to expedite the processing of any grievance filed on or after June 1, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to the aggrieved administrator or the Committee.

26.10. The School District and the Association agree to furnish to the other upon request such information in aid of the grievance procedure as is required under law in the fulfillment of the duty to bargain in good faith.

26.11. All documents, communications, and records dealing with the processing of the grievance will be filed separately from the personnel files of the participants.

26.12. An administrator whose attendance is required at either a grievance meeting or an arbitration hearing held during the administrator's work day will be released to permit such attendance for such time as is necessary, without loss of pay, provided the administrator gives the Superintendent or his designee at least twelve (12) hours' notice of such required attendance.

ARTICLE XXVII
ARBITRATION

27.1. In the event that the Association elects to submit a grievance to arbitration, the arbitrator shall be selected according to, and shall be governed by, the procedure set forth in this Article.

27.2. The arbitrator shall be selected by mutual agreement of the parties. If the parties cannot agree within seventeen (17) days after receipt by the School District of written notice that the Association intends to arbitrate, the Association may, within twenty (20) days after such receipt, refer the grievance to the American Arbitration Association. The arbitrator shall be selected in accordance with the current rules of the American Arbitration Association applicable to labor arbitrations. Any arbitration hereunder shall be conducted in accordance with such rules, subject to the provisions of this Agreement. The School District and the Association shall share equally in compensation and expenses of the arbitration.

27.3. Either the School District or the Administrators Association shall have standing to question arbitrability in arbitration or in an appropriate forum.

27.4. The function of the arbitrator is to determine the interpretation and application of specific provisions of this Agreement. There shall be no right in arbitration to obtain, and no arbitrator shall have any authority or power to award or determine, any change in, modification or alteration of, addition to or subtraction from any of the provisions of this Agreement. In reaching a decision the arbitrator shall not substitute his/her judgment for that of the School District; nor shall he/she set aside the decision of the School District unless he/she concludes that the School District was arbitrary and capricious, and he/she shall be subject to the principle that there are no restrictions intended on the rights or authority of the School District other than those expressly set forth herein. The arbitrator may or may not make his/her award retroactive as the equities of the case may require. Except in cases of group or class grievances, each grievance shall be separately processed in any arbitration proceedings hereunder unless the parties otherwise agree. The arbitrator shall furnish a written opinion specifying the reasons for his/her decision. The decision of the arbitrator, if within the scope of his/her authority and power under this Agreement, shall be final and binding upon the School District, the Association, and the administrator(s) who initiated the grievance.

ARTICLE XXVIII
DUES DEDUCTIONS

28.1. The Committee agrees to deduct from the salaries of its administrators dues for the Hingham Administrators Association, affiliated with the Massachusetts Association of Professional School Administrators ("MAPSA"), as said administrators individually and voluntarily authorize the Committee to deduct. The Committee further agrees to transmit such dues promptly to the Association.

28.2. Authorization forms for the payroll deductions provided for in Section 27.1. above shall be in writing in the form set forth below and signed by each authorizing administrator.

Payroll Deduction Authorization Form

I, _____, hereby authorize the Hingham School Committee to deduct from my regular wages all union dues in the amount determined and certified by the Hingham Administrators Association prior to August 1 of each year and to transmit such deducted dues or fees to the Treasurer of the Hingham Administrators Association at regular intervals, until further notice.

At least sixty (60) days notice, in writing, prior to September 1 of any calendar year, shall be given to the Hingham School Committee to withdraw this authorization.

[Signed _____]

28.3. The Association shall notify the Committee at least thirty (30) days prior to any change in the amount of dues from the amount certified by August 1 of each calendar year.

ARTICLE XXIX
COMMUNICATIONS

29.1 There shall be three (3) scheduled meetings to take place in September, December, and June between the Superintendent and representatives of the Association to discuss concerns of its members. It is mutually understood that nothing discussed at these meetings shall be deemed to change or modify the Agreement.

ARTICLE XXX
HINGHAM ADMINISTRATORS ASSOCIATION PROJECTS

30.1 The Committee agrees to budget \$7,500 annually for payment to Association members who participate in and meet the requirement set forth in the attached guidelines for Association projects. Projects may be suggested by either the Superintendent or the administrator and are subject to their mutual agreement. An administrator's refusal to agree to a project proposed by the Superintendent will not result in discipline or adverse action.

ARTICLE XXXI
DURATION

31.1. This Agreement shall become effective as of July 1, 2017, and shall remain in effect to and including June 30, 2020. Any party to this Agreement may initiate negotiations for a successor agreement to this Agreement to be effective on or after July 1, 2020 by tendering written notice to other parties on or after July 1, 2019.

31.2. The terms of this Agreement shall continue in effect until a successor agreement becomes effective.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed and delivered by their duly authorized representatives as of the day and year first above written.

HINGHAM ADMINISTRATORS
ASSOCIATION, AFFILIATED WITH
MASSACHUSETTS ASSOCIATION
OF PROFESSIONAL SCHOOL
ADMINISTRATORS

B 

HINGHAM SCHOOL COMMITTEE

B 

SCHEDULE 1

		2017-2018				
		Bachelors	Masters	Masters + 30	Masters + 60	Doctorate
	High School Assistant Principal					
Old/New						
4/0			95,650	403,365	407,456	411,024
2/1			99,114	106,829	111,059	114,556
3/2			102,579	110,294	114,665	118,090
4/3			106,043	113,758	118,269	121,624
5/4			109,507	117,224	121,872	125,158
6/5			112,026	119,743	124,495	127,729
7/6			116,595	124,310	129,163	132,348
8/7			120,093	128,039	133,038	136,318
	Middle School Assistant Principal					
4/0			92,643	400,284	404,336	407,870
2/1			96,074	103,715	107,904	111,368
3/2			99,506	107,147	111,476	114,868
4/3			102,936	110,578	115,046	118,368
5/4			106,367	114,011	118,614	121,870
6/5			108,862	116,506	121,212	124,416
7/6			113,397	121,039	125,846	129,000
8/7			116,799	124,670	129,621	132,870
	Elementary Assistant Principal					
4/0			88,863	96,584	400,485	404,150
2/1			92,329	100,049	104,091	107,685
3/2			95,794	103,516	107,699	111,222
4/3			99,262	106,982	111,305	114,758
5/4			102,727	110,448	114,910	118,293
6/5			105,248	112,968	117,533	120,863
7/6			109,816	117,534	122,202	125,482
8/7			113,110	121,060	125,868	129,246
	Athletic Director					
4/0		92,152	98,594	406,149	410,309	414,002
2/1		95,493	102,057	109,612	113,914	117,536
3/2		98,855	105,519	113,077	117,517	121,071
4/3		102,249	108,984	116,542	121,121	124,603
5/4		105,608	112,447	120,005	124,725	128,139
6/5		107,983	114,967	122,527	127,348	130,706
7/6		110,413	117,485	125,046	129,969	133,277
8/7		113,725	121,010	128,797	133,868	137,275
	Department Director I, II					
4/0			90,879	98,077	402,038	405,557
2/1			94,179	101,377	105,473	108,922
3/2			97,477	104,676	108,905	112,288
4/3			100,776	107,975	112,337	115,653
5/4			104,075	111,274	115,769	119,020
6/5			106,476	113,675	118,266	121,465
7/6			110,904	118,102	122,791	125,943
8/7			114,231	121,645	126,475	129,721

The salary schedule for the 2017 – 2018 school year reflects, in each column for each job category, the deletion of the first step and the addition of a new step 3% greater than the seventh step, with the steps then renumbered as 1 through 7. For the 2017 – 2018 school year, an administrator shall be placed on the renumbered step bearing the same number as the administrator's step during the 2016 – 2017 school year. So for example, an administrator who was on step 5 for the 2016-2017 school year would be on the new, renumbered Step 5 during the 2017 – 2018 year. An administrator first hired into her or his position for the 2017-2018 school year would be placed on the new step bearing the number one below the number of the step on which the administrator was initially hired, with the resulting salary being equal to a 2% increase over the administrator's initial hire rate.

SCHEDULE 2

		2018-2019				
		Bachelors	Masters	Masters + 30	Masters + 60	Doctorate
High School Assistant Principal						
Old/New						
1			101,096	108,966	113,280	116,847
2			104,631	112,500	116,958	120,452
3			108,164	116,033	120,634	124,056
4			111,697	119,568	124,309	127,661
5			114,267	122,138	126,985	130,284
6			118,927	126,796	131,746	134,995
7			122,495	130,600	135,699	139,044
Middle School Assistant Principal						
1			97,995	105,789	110,062	113,595
2			101,496	109,290	113,706	117,165
3			104,995	112,790	117,347	120,735
4			108,494	116,291	120,986	124,307
5			111,039	118,836	123,636	126,904
6			115,665	123,460	128,363	131,580
7			119,135	127,163	132,213	135,527
Elementary Assistant Principal						
1			94,176	102,050	106,173	109,839
2			97,710	105,586	109,853	113,446
3			101,247	109,122	113,531	117,053
4			104,782	112,657	117,208	120,659
5			107,353	115,227	119,884	123,280
6			112,012	119,885	124,646	127,992
7			115,372	123,481	128,385	131,831
Athletic Director						
1		97,403	104,098	111,804	116,192	119,887
2		100,832	107,629	115,339	119,867	123,492
3		104,294	111,164	118,873	123,543	127,095
4		107,720	114,696	122,405	127,220	130,702
5		110,143	117,266	124,978	129,895	133,320
6		112,621	119,835	127,547	132,568	135,943
7		116,000	123,430	131,373	136,545	140,021
Department Director I, II						
1			96,063	103,405	107,582	111,100
2			99,427	106,770	111,083	114,534
3			102,792	110,135	114,584	117,966
4			106,157	113,499	118,084	121,400
5			108,606	115,949	120,631	123,894
6			113,122	120,464	125,247	128,462
7			116,516	124,078	129,005	132,315

SCHEDULE 3

2019-2020

	Bachelors	Masters	Masters + 30	Masters + 60	Doctorate
High School Assistant Principal					
Step 1		103,118	111,145	115,546	119,184
Step 2		106,724	114,750	119,297	122,861
Step 3		110,327	118,354	123,047	126,537
Step 4		113,931	121,959	126,795	130,214
Step 5		116,552	124,581	129,525	132,890
Step 6		121,306	129,332	134,381	137,695
Step 7		124,945	133,212	138,413	141,825
Middle School Assistant Principal					
Step 1		99,955	107,905	112,263	115,867
Step 2		103,526	111,476	115,980	119,508
Step 3		107,095	115,046	119,694	123,150
Step 4		110,664	118,617	123,406	126,793
Step 5		113,260	121,213	126,109	129,442
Step 6		117,978	125,929	130,930	134,212
Step 7		121,518	129,706	134,857	138,238
Elementary Assistant Principal					
Step 1		96,060	104,091	108,296	112,036
Step 2		99,664	107,698	112,050	115,715
Step 3		103,272	111,304	115,802	119,394
Step 4		106,878	114,910	119,552	123,072
Step 5		109,500	117,532	122,282	125,746
Step 6		114,252	122,283	127,139	130,552
Step 7		117,679	125,951	130,953	134,468
Athletic Director					
Step 1	99,351	106,180	114,040	118,516	122,285
Step 2	102,849	109,782	117,646	122,264	125,962
Step 3	106,380	113,387	121,250	126,014	129,637
Step 4	109,874	116,990	124,853	129,764	133,316
Step 5	112,346	119,611	127,478	132,493	135,986
Step 6	114,873	122,232	130,098	135,219	138,662
Step 7	118,320	125,899	134,000	139,276	142,821
Department Director I, II					
Step 1		97,984	105,473	109,734	113,322
Step 2		101,416	108,905	113,305	116,825
Step 3		104,848	112,338	116,876	120,325
Step 4		108,280	115,769	120,446	123,828
Step 5		110,778	118,268	123,044	126,372
Step 6		115,384	122,873	127,752	131,031
Step 7		118,846	126,560	131,585	134,961

ATTACHMENT 1

GUIDELINES FOR SPECIAL PROJECTS CONDUCTED BY ADMINISTRATORS

The following represents a statement of intent representing the consensus reached between the Association and the Superintendent for the general procedural and substantive guidelines for designing, conducting and implementing special projects by administrators for which compensation shall be awarded.

The parties agree that the following criteria shall apply to each special project in order to qualify for compensation from the annual \$7,500 budget set aside to fund such projects.

Criteria:

1. Each project shall be designed to offer an improvement to a specific school or the entire District.
2. Work on such projects is intended to be performed outside the normal work schedule or work year of each administrator.
3. Each project shall involve the exercise of managerial, organizational or leadership skills.
4. The design, scope and implementation of the project shall be mutually agreed upon between the administrator and the Superintendent.
5. The project design shall include a method for documenting its completion or a method for presenting the results of the project.
6. The project design shall include an estimate of the time needed to complete the project, upon which the compensation for such project shall be based. If either party determines that a change in the original estimate of the time needed to complete the project is required which would alter the original agreement for compensation, this change must be agreed to between the administrator and the Superintendent and the change shall be documented in the same fashion as the original estimate.
7. Annually, the total compensation for each special project shall be set by mutual agreement of the parties, taking into account such factors as scope of work, duration of project, and nature of expertise required, and the parties shall memorialize the compensation paid to each administrator for completing a special project in an annual side letter to the collective bargaining agreement.
8. Proposals shall be submitted in writing by April 1 of each year, unless the parties mutually agree to an extension of time within which to submit a written proposal.
9. The Superintendent shall notify an administrator no later than May 15 of each year of approval or disapproval of a project proposal.
10. Project proposals should be submitted in a format suggested by the Superintendent.

ATTACHMENT 2

(1) Salary Structure for Department Directors

The salary structure covers currently existing departmental director roles. The parties recognize that additional departmental leadership roles may become necessary in the future. The role descriptions and responsibilities of such new positions may vary to a degree that they do not fit the job descriptions for Department Director I/II, particularly with regard to the number of staff members supervised or evaluated. Hence, creation of a new salary scale may be necessary and developed by the mutual agreement of the Committee and the Association.

(2) Stipends for Administrators

Additional stipends for department-related duties, including those now earned by resource teachers, would cease to exist at the Department Director levels.

Stipends for other activities such as coaching, extracurricular supervision, or special programs will be available to administrators at the discretion of the administrator's immediate supervisor. Such supervisor would take into consideration such factors as the time demand of the role, possible conflict with the administrator's duties, and the availability of other qualified candidates for the role.

Side Letter Agreement

SIDE LETTER AGREEMENT

The parties agree that, for the benefits referenced in Sections 16.2, 16.5, 17.6, 17.8 and 17.9, [REDACTED] [REDACTED] service in the Hingham Public Schools will be considered to be nine (9) years as of the end of the 2016 - 2017 school year. Those nine (9) years of total service will be accepted in lieu of "continuous" service as an administrator or teacher in determining [REDACTED] eligibility for the noted sections of the Agreement. The parties agree to the uniqueness of [REDACTED] experience and further agree that this decision shall not constitute a precedent for future situations. The matter is agreed to on a "Side Letter" basis.

HINGHAM ADMINISTRATORS
ASSOCIATION, AFFILIATED WITH
MASSACHUSETTS ASSOCIATION
OF PROFESSIONAL SCHOOL
ADMINISTRATORS

By _____

HINGHAM SCHOOL COMMITTEE

By [REDACTED]

