

AGREEMENT
Between the
WAREHAM SCHOOL COMMITTEE
And the
WAREHAM EDUCATION ASSOCIATION, INC.

UNIT C – PARAPROFESSIONALS

September 1, 2010 – August 31 - 2013

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PREAMBLE

Pursuant to the provisions of Chapter 150E, this Agreement is entered into this 1st day of September, 2010, by and between the Wareham School Committee, hereinafter called the "Committee" and the Wareham Education Association, Inc., hereinafter called the "Association".

Whereas the parties have reached certain understandings that they desire to confirm in this Agreement, the following principles and procedures are hereby adopted.

ARTICLE I **RECOGNITION**

- A. For the purposes of collective bargaining with respect to wages, hours, standards of productivity and performance, and other conditions of employment, the Committee recognizes the Association as the exclusive bargaining agent for full time and part time paraprofessionals including those employees in positions which are state and federally funded.
- B. Long-term substitute paraprofessionals are employed at least ninety-one (91) consecutive working days in one position. Long-term substitutes will commence full coverage on a pro-rata basis under this contract on a ninety-second (92nd) working day of employment.
- C. In the event the Committee hires a paraprofessional for a full work year, then the terms and conditions of this Agreement for one year shall cover such paraprofessional.
- D. Unless otherwise specified, the term "paraprofessional" shall include all members of Unit C.

ARTICLE II **COMPENSATION AND OTHER CONDITIONS OF EMPLOYMENT**

Subject to the provisions of this Agreement (and except as provided otherwise by Appendix A attached hereto and made a part hereof) the wages, hours and other conditions of employment applicable to the paraprofessionals covered by this Agreement on the effective date of this Agreement shall continue to be so applicable.

ARTICLE III
NON-DISCRIMINATION CLAUSE

Paraprofessional assignments will be made without regard to race, creed, color, national origin, religion, sex, or marital status. The Committee and the Association agree not to discriminate against any member of the bargaining unit on the basis of race, color, creed, sex, religion, national origin, marital status, or any other basis prohibited by law.

ARTICLE IV
NO STRIKE

No paraprofessional covered by this Agreement shall engage in, induce, or encourage any strike, work stoppage, slowdown, or withholding of services.

ARTICLE V
COMMITTEE RIGHTS

The Committee is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts; and nothing in this Agreement shall derogate from the powers and responsibilities of the Committee under the statutes of the Commonwealth or the rules and regulations of agencies of the Commonwealth. The Committee retains those rights, powers, and duties it now has, may be granted, or have conferred upon it by law, unless modified or changed by this Agreement. Any action made by the Committee pursuant to those matters reserved to it by this Agreement shall not be made the subject of the provisions of the grievance procedure.

ARTICLE VI
GRIEVANCE PROCEDURE

- A. Definitions
1. Grievance – A grievance is a dispute over the interpretation or application of the terms or provisions of this Agreement.
 2. Grievant – A grievant may be an individual paraprofessional, the Association, or a class of paraprofessionals.
 3. Days – Days shall mean school days except during the summer recess when days shall mean when the Central Office is open.
- B. 1. All grievances shall be in writing and shall specify the nature of the grievance, article or articles of the Agreement alleged to have been violated, and the remedy sought.

2. A grievant may present a grievance to the Committee or its agents and have such grievance heard without the intervention of the Association. However, the Association must be afforded the right to be present at all grievance hearings and no settlement inconsistent with the terms of this Agreement may be effected.
 3. All grievances brought before the Committee will be held in executive session.
 4. The grievant may be represented at all levels of the procedure by representative(s) of the Association and/or the Massachusetts Teachers Association.
- C. The purpose of the Grievance Procedure is to produce prompt and equitable solutions to problems that from time to time may arise. The Committee and the Association desire that the stated Grievance Procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved.

Level 1 – Principal or Director or Designee

A grievant shall present his/her grievance to the appropriate Principal or Director within twenty (20) days from the date when the facts giving rise to the grievance occurred or when the grievant should have known of said occurrence. The Principal or Director shall meet with the grievant within five (5) days from receipt of such grievance and render a written decision within five (5) days from such meeting.

Level 2 – Superintendent or Designee

If the grievance has not been resolved at Level 1 to the satisfaction of the grievant, he/she may appeal the decision to the Superintendent within twenty (20) days from receipt of such decision. The Superintendent shall meet with the grievant to discuss the grievance within ten (10) days from receipt of the written appeal and render a written decision within ten (10) days next following the meeting.

Level 3 – Committee

If the grievance has not been resolved at Level 2 to the satisfaction of the grievant, he/she may appeal the decision to the Committee within twenty (20) days from receipt of the Level 2 decision. At this time, a Level 3 Association Grievance, involving a class action grievance, will identify the individuals involved. The Association will submit an estimate of the amount of time the Association will need to present the grievance. The Association and the Superintendent will mutually agree upon the School Committee meeting date and will schedule a time slot during which the grievance will be presented. Within fifteen (15) days from said meeting, a written response will be sent to the grievant and the Association.

Level 4 – Arbitration

- a. If the grievance has not been resolved at Level 3 to the satisfaction of the Association within fifteen (15) days after the receipt of the decision at Level 3, the Association and the Committee shall forthwith attempt to mutually select an arbitrator and to secure his/her services to hear the grievance. If within ten (10) school days following the Committee's receipt of the Association's written notice, the parties have not been able to select an arbitrator, the Association shall forthwith submit the grievance to the American Arbitration Association, Boston, Massachusetts, for disposition in accordance with the applicable rules of the American Arbitration Association. The Arbitrator's decision will be final, binding and in writing, and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted by the parties.
 - b. The Arbitrator is without authority to render a decision that requires the commission of an act prohibited by state law or which is violative of the terms of this Agreement.
 - c. All cost for the services of the Arbitrator shall be borne equally by the Committee and the Association.
- D.
- 1. If a grievance is not initiated or appealed in accordance with this Grievance Procedure, the grievance shall be deemed waived.
 - 2. Association grievances which affect the paraprofessionals in more than one building may be initiated at Level 2 within twenty (20) days from the date when the facts giving rise to the grievance occurred or when the grievant should have known of said occurrence.
 - 3. No written document or record relating to any grievance shall be filed in the personnel folder of any paraprofessional.
 - 4. The time limits herein may be extended, in writing, by mutual agreement of the Committee and the Association or their respective designees.

ARTICLE VII
SCOPE OF NEGOTIATIONS

- A. This Agreement incorporates the entire understanding of the Committee and the Association on all issues that were or could have been the subject of negotiations. During the term of this Agreement neither the Committee nor the Association shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or

contemplation of either or both at the time they negotiated or signed this Agreement.

- B. This Agreement may not be modified in whole or in part by the Committee or the Association except by an instrument in writing duly executed by them.

ARTICLE VIII
FAMILY AND MEDICAL LEAVE ACT

A member who has been employed for one complete school year shall be entitled to a leave of absence without pay for up to twelve (12) consecutive weeks for birth, adoption, foster care, placement of a child, and/or for a serious health condition affecting the employee or the employee's spouse, child or parent in accordance with the Federal Family and Medical Leave Act.

ARTICLE IX
MILEAGE REIMBURSEMENT

- A. Paraprofessionals shall be entitled to mileage reimbursement of an amount equal to the rate per mile as established by the U.S. Internal Revenue Service. The rate shall be adjusted annually each September 1st to meet the Federal reimbursement and will remain at that rate throughout the school year.
- B. Mileage reimbursement is for required travel expenses and must receive prior approval. Paraprofessionals seeking reimbursement must notify the Superintendent's office, in writing, on a form, which will be provided.

ARTICLE X
RETIREMENT/SEVERANCE

- A. To qualify for this pay, the paraprofessional must present his/her notice of retirement or resignation, in writing, to the Superintendent.
- B. Twenty-five percent (25%) of unused accumulated sick leave may be used for this purpose.
- C. The accumulated sick leave days will be multiplied by 1/181 of the basic salary of the final year of employment, excluding extra-duty salary, and paid in a lump sum no later than fifteen (15) days after the effective date of the retirement/termination of employment.

ARTICLE XI
NOTIFICATION TO PARAPROFESSIONALS

- A. Each paraprofessional returning to the Wareham School System should receive by October 1st, of each year, a notice stating (when available):
 - 1. His/her salary for the present school year.
 - 2. The amount of his/her supplemental salaries.
 - 3. His/her accumulated sick leave.

- B. Any paraprofessional whose position is terminated must receive a notice of termination by June 30th of the school year.

ARTICLE XII
TERMINATION OF SERVICES

Paraprofessionals shall give fourteen (14) days notice when terminating their services.

ARTICLE XIII
PAYROLL DEDUCTIONS

- A. **Dues**
 - 1. The Committee agrees to deduct from the salaries of its paraprofessionals dues for the Association, the Massachusetts Teachers Association, and the National Education Association, and Associations for which paraprofessionals individually and voluntarily authorize the Committee to deduct and to transmit the monies promptly to such Association or Associations. The paraprofessional's authorization will be in writing in the form set forth infra.

DUES AUTHORIZATION CARD

Name _____

Address _____

I hereby request and authorize the Wareham School Committee to deduct from my earnings and transmit to the Association checked below an amount sufficient to provide for regular payment of the membership dues as certified by such Association(s) in equal monthly payments over the remainder of the school year and for succeeding school years. I understand that the Committee will discontinue such deductions for any school year only if I notify the Committee in writing to do so not later than sixty (60) days prior to the commencement of the school year. I hereby waive all right and claim for said monies deducted and transmitted in accordance with this authorization, relieve the School Committee and all its officers from any liability therefore.

2. The Wareham Education Association, Inc., named in Section 1 will certify to the Committee in writing the current rate of membership dues. The Committee will be given thirty (30) days' written notice of the effective date of any change in membership dues.
 3. Deductions will be made as agreed by the Association and the Town Treasurer.
 4. Continuing cash members are those who choose to pay dues directly to the Association. Notwithstanding the above said cash members must pay their full dues by December 31 of each school year. In the event they do not make such payment by December 31, as so certified to the Committee by the Association to the extent certified, then in such event the dues authorization previously executed on file in the Superintendent's Office shall become operative.
 5. No later than October 15, of each year, the Committee will provide the Association with a list of those employees who have voluntarily authorized the Committee to deduct dues for any of the Associations named in Section 1 above. This authorization shall be stated prior to September 30. The Committee will notify the Association monthly of any changes in said list. Any paraprofessional desiring to have the Committee discontinue deductions s/he previously authorized must notify the Committee and the Association concerned in writing sixty (60) days prior to the commencement of the school year.
 6. The Association shall indemnify and save the Committee and/or the Town harmless against all claims, demands, suits, or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this Article.
- B. Other deductions will be allowed at the request of the paraprofessional for the following: The Plymouth County Education Association, Professional Dues, Plymouth County Credit Union, Annuity Programs, Pilgrim Health Plan, Life Insurance, Blue Cross/Blue Shield, Cafeteria Plan.

ARTICLE XIV
SICK LEAVE

- A. Paraprofessionals shall be allowed fifteen (15) days per year for absences due to said paraprofessional's personal illness, disability, or injury; or illness or injury in the immediate family (as defined in Article XV, subsection C). The fifteen (15) days per school year shall be effective as of the first day worked by the paraprofessional in each school year.
- B. Sick leave that is not used each year shall accrue to one hundred thirty (130).

C. Sick Bank

1. A sick leave bank for all paraprofessionals shall be established. A paraprofessional must have three (3) years of employment in the Wareham Public School System to be eligible to join the sick leave bank. The Wareham School Committee shall make an initial contribution of twenty-five (25) sick days. Eligible paraprofessionals who wish to be members of the sick leave bank shall become members by contributing one (1) sick day from their annual allocation of sick leave each year until the bank contains one hundred fifty (150) sick days. As of September 30 each year, if the sick bank contains fewer than 150 sick days, eligible paraprofessionals shall contribute one sick day in order to remain a member.
2. The sick leave bank shall be administered by a joint committee consisting of two (2) Wareham School Committee representatives appointed by the Wareham School Committee, two (2) WEA sick bank members appointed by the Wareham Education Association, and the Superintendent of Schools who shall be a non-voting member who serves as the Clerk of the Committee. Members of the joint committee shall be appointed annually and limited to a maximum term of four (4) years. The Clerk shall be responsible for posting an annual list of available days in the bank.
3. Eligible members who have used up all of their accumulated sick leave may apply to use the sick leave bank provided that application is made to the Sick Bank Committee, and said application states the nature of the disability and the anticipated period of recovery. A physician's letter confirming the disability and anticipated period of recovery shall accompany the application.
4. The minimum number of sick days that can be granted for a single disability shall be five (5) and the maximum number shall be twenty (20). The amount of days granted shall be granted on a matching basis up to the maximum number of twenty (20) days e.g., if the eligible paraprofessional used seven (7) of his/her sick days because of the disability, the sick leave bank could grant no more than seven (7) days to the paraprofessional.
5. In the event of a new contract or an extension of an existing contract, the balance of days in the sick leave bank will be carried over to the succeeding contract.

ARTICLE XV
PAID TEMPORARY LEAVES OF ABSENCE

A. Personal Leave

Paraprofessionals will be entitled to three (3) days of absence for personal, business, legal, household or family matters which require absence during school hours. If no personal days are used, one will carryover to the next school year. Application for leave pursuant to this section shall be made at least forty-eight (48) hours before taking such leave, except in the case of an emergency. Requests for said leave shall be set forth in writing to the paraprofessional's immediate supervisor and identify the date of the intended personal day. No reason has to be stated for this request. Personal leave shall not be taken for the purpose of extending a school recess or holiday period. If a personal leave is requested immediately prior to or following a holiday vacation, the superintendent will review the request and may grant it under extraordinary circumstances. The Superintendent will respond promptly to applications for personal leave. The Superintendent in the exercise of his/her sole discretion may grant additional days without pay. The decision of the Superintendent on whether or not to grant additional days shall not be subject to grievance or arbitration.

B. Court Leave

If a paraprofessional is required to appear in a Court of Law in a case arising out of his/her employment in the Wareham School System, s/he shall suffer no loss of pay and such absence shall not be deducted from his/her excused absences; provided, that s/he is found not guilty in such court proceeding of a crime involving moral turpitude or negligence in the performance of assigned duties.

C. Bereavement Leave

Up to five (5) school days at any one time will be granted in the event of the death of a member of the paraprofessional's immediate family or a more distant relative residing in said paraprofessional's household. The Superintendent may authorize additional days for leave when deemed advisable by the existing circumstances. The immediate family shall be defined as: parents, spouse, children, brother, sister, grandparents, parents-in-law, stepfamily, grandchildren, and members of the paraprofessional's immediate household.

D. Association Leave

The paraprofessionals shall be granted four (4) days to attend conventions, meetings, or conferences sponsored by the Massachusetts Teachers Association or the National Education Association.

E. Jury Duty

If a paraprofessional is required to serve as a juror, the Committee will pay to the paraprofessional the difference between a paraprofessional's regular daily rate of compensation and the compensation received for jury duty.

F. Military Leave

Paraprofessionals who are required to absent themselves from their regularly assigned duties as a result of performing services in the Armed Forces of the United States or the National Guard of the Commonwealth of Massachusetts shall be compensated by the Committee for no more than seventeen (17) workdays per school year, an amount of money to insure that such paraprofessional shall not receive less than said paraprofessional's annual contracted salary s/he would have received but for such military service.

G. Religious Holy Days

If a paraprofessional is absent due to religious Holy Day, s/he shall suffer no loss of pay and such absence shall not be deducted from his/her excused absences.

ARTICLE XVI

MATERNITY LEAVE – DISABILITY/EXTENDED LEAVE

- A. A paraprofessional requesting a maternity leave shall indicate in her request to the Superintendent the total length of leave desired including disability sick leave and extended unpaid leave. A paraprofessional may request only disability leave or a combination of disability and extended unpaid leave, but the total maternity leave shall not exceed two (2) school years. The combination of disability and unpaid leave may include unpaid leave before the disability period and/or after the disability period. A paraprofessional requesting maternity leave shall give two (2) weeks' prior notice to the commencement of the leave, except in cases of premature delivery, of her anticipated date of departure and intention to return.
- B. The paraprofessional who desires to return to work at the end of her disability period may then return to work. A paraprofessional who intends to take extended unpaid leave immediately following the disability leave may take such leave for the balance of the school year and, if the paraprofessional so requests, for the next following school year.
- C. During the disability period a paraprofessional may apply her accumulated sick leave to her disability resulting from her pregnancy, childbirth and recovery from childbirth. Sick leave shall be allowed only for days paraprofessionals would normally be working during their regular work year. The paraprofessional's

attending physician shall certify to the Superintendent the length of the paraprofessional's disability period.

- D. A paraprofessional not otherwise covered by the above sections of this Article shall be entitled to parental leave under the same terms and conditions as set forth above except that the paraprofessional shall not be eligible for sick leave and provided that such leave shall commence immediately following the birth or adoption of the paraprofessional's child.
- E. In the event that the reason for the maternity leave or parental leave be no longer operative, then such paraprofessional may return to work.
- F. All benefits to which a paraprofessional was entitled at the time his/her leave commenced minus any sick leave used will be restored upon return, and the paraprofessional will be assigned to the same position held at the time the leave commenced or to an equivalent position, if possible. A paraprofessional returning from leave under this Article will be placed on the next step of the salary schedule if he/she had been in a pay status in the Wareham Public Schools for more than ninety-one (91) work days in the year during which the leave commenced.
- G. A paraprofessional on leave pursuant to this Article must give written notice to the Superintendent by March 1st of the school year in which the leave is taken or by March 1st of the subsequent school year, if applicable, of said paraprofessional's intention to return the next following September. If the Superintendent on or before March 1st does not receive such written notice, then the paraprofessional on leave may be terminated from the School System.

ARTICLE XVII
SABBATICAL LEAVE

- A. Purpose – The purpose of the Sabbatical Leave is threefold.
 - 1. Recognition of professional excellence as a paraprofessional.
 - 2. Encouragement of professional growth for paraprofessionals.
 - 3. Improvement of the Wareham Schools.
- B. A Sabbatical Leave shall be predicated upon demonstrable professional growth and promise as evidenced by recommendations of superiors; award of scholarships, fellowships or grants; participation in a program leading to a higher degree, certification, or academic concentration.
- C. In implementing Sabbatical Leave the following guidelines shall be observed:
 - 1. Sabbatical Leave, not exceeding one year, may be granted simultaneously to no more than two (2) paraprofessionals who have served continuously

in the Wareham Public Schools for a period of at least five (5) years. On recommendation by the Superintendent, the Committee may permit a paraprofessional to take Sabbatical Leave for the purpose of self-improvement and benefit to the school system.

2. Paraprofessionals on full year Sabbatical Leave will be compensated at not less than fifty percent (50%) salary on step.
3. The paraprofessional will agree to return to employment in the Wareham School System for two (2) years.
4. Successful candidates will sign contracts that contain the following:
 - a. An Agreement to return to the Wareham system for twice the length of absence.
 - b. An Agreement to reimburse the town for any default on a pro-rata basis.
5. A paraprofessional returning from Sabbatical Leave shall be placed on the step of the salary schedule s/he would have attained had he/she remained in the school system.
6. A request for Sabbatical Leave shall be submitted on or before June 1 of the school year preceding the school year for which the request is made.

ARTICLE XVIII **PERSONAL INJURY BENEFITS**

The employer will reimburse the employee for damage to clothing or personal property directly caused by assault and arising out of and in the course of the employee's employment. Whenever a paraprofessional is absent from school as a result of any accident sustained in the proper performance of his/her duties, s/he shall receive his/her full salary during the period s/he continues to be disabled up to a maximum of twenty-four (24) months, less the amount which s/he receives or is entitled to be indemnified under the Worker Compensation Act. Such absence(s) will not be charged against sick leave. If a paraprofessional uses accumulated sick leave and is approved for Workers Compensation, the compensation check must be turned over to the school department. The paraprofessional will be made whole for any lost sick leave covered by Workers Compensation plus the initial five (5) days. The paraprofessional will not suffer the loss of a regular paycheck, nor shall such a leave interrupt his/her length of service.

ARTICLE XIX
PROTECTION

- A. Paraprofessionals will report in writing, to the principal and the Superintendent all cases of assault suffered by them in connection with their employment no later than 48 hours following the alleged occurrence.
- B. This report will be forwarded to the Committee, which will comply with any reasonable request from the paraprofessional for information in its possession relating to the incident or persons involved. The Committee will then act in appropriate ways as liaison among the paraprofessional, the police, and the courts.

ARTICLE XX
LENGTH OF WORK YEAR AND WORK DAY

- A. The work year for paraprofessionals will begin no earlier than the Tuesday prior to Labor Day and terminate no later than June 30, and shall consist of one hundred eighty (180) workdays with students plus one (1) workday with no students. In addition, paraprofessionals shall be paid for the following holidays: Thanksgiving, the day after Thanksgiving, Columbus Day, Veteran's Day, Memorial Day, Good Friday, Martin Luther King Day, and New Year's Day.

Furthermore, Technology Paraprofessionals may be required to work an additional five (5) days beyond the regular work year. They shall be compensated for each such day worked at their daily rate of pay. Notice of such work shall be provided at least thirty (30) days prior to the commencement of such additional days.

- B. The work day for paraprofessionals Grades Prek-5, shall be seven (7) hours in length except that on Fridays, the day before a holiday and the day before vacation, paraprofessionals may leave ten (10) minutes after student dismissal time unless the paraprofessional has a duty, in which case the paraprofessional may leave at the completion of the assigned duty. The workday will begin no earlier than 8:15 a.m. and end no later than 3:45 p.m.
- C. The workday for paraprofessionals Grades 6-12, shall be seven and one-quarter (7-1/4) hours in length except that on Fridays, the day before a holiday and the day before vacation, paraprofessionals may leave ten (10) minutes after student dismissal time unless the paraprofessional has a duty, in which case the paraprofessional may leave at the completion of the assigned duty. The workday for paraprofessionals will begin no earlier than 7:15 a.m. and end no later than 3:30 p.m.

- D. Notwithstanding above, the Wednesday immediately preceding Thanksgiving Day will be no longer than a half (1/2) day, the first day of the work year will be no longer than a half (1/2) day, and the last day of school for paraprofessionals will be a half-day.

- E. Notwithstanding the provisions of Sections B and C above, paraprofessionals may be assigned on a flexible basis as follows: flex time shall be no more than one hour before or one hour after the regularly scheduled work day; flex time shall be continuous and consistent as part of the schedule; and, flex time shall be assigned only to volunteers or paraprofessionals hired subsequent to September 1, 2005.

ARTICLE XXI
ASSIGNMENTS AND TRANSFERS

- A. The principals shall notify paraprofessionals as soon as possible prior to the start of school of their program for the coming year, including the schools to which they will be assigned, the grades, and any special or unusual assignments they may have. Prior to a change of assignment, paraprofessionals shall be notified of changes in assignments no less than two (2) weeks prior to the start of the school year.

B. Assignment

1. A paraprofessional who receives an involuntary change in assignment will be notified prior to such change. A meeting will be held between the paraprofessional and the paraprofessional's current principal whenever possible at least five (5) school days prior to such change. In the event that the change is not acceptable to the paraprofessional, said paraprofessional will be granted a meeting with the Superintendent to request no change in assignment. This meeting will occur prior to the change.

2. A paraprofessional may request a voluntary change in assignment. Such request shall be made in writing to the Building Principal preceding the school year for which the assignment is requested.

C. Voluntary Building Transfers

Paraprofessionals who desire to transfer to another building will file a written request and reasons with the building Principals not later than May 1st of the school year preceding the school year when the transfer would be effective. The Principal will notify in writing each paraprofessional who has filed a request of the action taken in regard to the request as soon as possible. Both Principals must agree to the transfer.

D. Involuntary Building Transfers

If an involuntary transfer becomes necessary, a meeting will be held between the paraprofessional to be transferred and the paraprofessional's current principal whenever possible at least five (5) school days prior to such transfer. In the event that the transfer is not acceptable to the paraprofessional, said paraprofessional will be granted a meeting with the Superintendent, prior to the transfer.

E. Personal Care Assistant

The Committee shall create the position of Personal Care Assistant that shall be a bargaining unit position, and which it may fill at its discretion to provide such personal care services as its student population requires. Personal care shall be defined as the toileting, diapering and/or cleaning of students which exposes the employee to bodily waste materials. Personal Care Assistants shall be compensated at the salary rates established by "Appendix A-Basic Salaries" of this Agreement plus an annual stipend of six hundred sixty dollars (\$660.00). Except in cases of emergency, bargaining unit members other Personal Care Assistants or those employed in Early Childhood Programs (pre-kindergarten through and including grade 2) shall not be involuntarily assigned as a Personal Care Assistant. Any bargaining unit member including those employed in Early Childhood Programs may volunteer to provide personal care services to students and if so assigned shall receive the same annual stipend of six hundred sixty dollars (\$660.00). Volunteers shall be accepted and assigned to such personal care positions prior to the hiring of any new employees. Any bargaining unit member who performs personal care shall be provided with appropriate training in the methods and procedures for performing such work and for dealing with the bodily wastes implicit in such personal care work. Additionally, all bargaining unit members who perform such personal care work shall be provided with the necessary material and/or equipment to perform it safely.

ARTICLE XXII
BREAK, DUTY-FREE LUNCH, SUBSTITUTES

- A. Paraprofessionals shall have at least one (1) fifteen (15) minute scheduled break per school day.
- B. Paraprofessionals shall have a duty-free lunch period at least equal in length to that of a student's lunch period in the building in which the paraprofessional works.
- C. 1. In the event a paraprofessional is absent from school for all or part of a school day, an effort will be made to provide a substitute.

2. Paraprofessionals who substitute for a teacher for an entire day will receive a differential of \$33.00. Those who are part-time workers will receive the equivalent of their full day's rate of pay at their step, plus the differential of \$33.00.
3. Paraprofessionals who are reassigned to another position to substitute will receive a differential of \$11.00 per period or portion thereof. This \$11.00 differential will only be paid to a paraprofessional in her/his regular assignment when the teacher is absent from the class for more than 40 minutes.
4. Paraprofessionals who serve as long-term substitutes for teachers shall receive the first step of the Bachelor's column of the teacher salary schedule as compensation for the term of the assignment after the first ten (10) days in said assignment.
5. In the event that a substitute cannot be obtained then the provisions of subsections 2 and 3 above shall become effective. The principal may assign a paraprofessional as a substitute from a volunteer list of paraprofessionals within the building. There will be an equitable rotation of volunteers from the list within each building. In the event that there are no volunteers available for a day or a class period, a paraprofessional may be assigned to cover the class and shall be compensated as set forth above in subsections 2 and 3.

ARTICLE XXIII
JOB VACANCIES

- A. All vacancies to which a paraprofessional may apply shall be posted in every faculty room at least ten (10) school days before the final date by which the application must be submitted. The posting shall clearly set forth a description of the qualifications for the position, including the duties and salary. All acting positions shall be posted, except in the case of an emergency vacancy. If however, the emergency position lasts for more than one (1) month, then the position will be posted. Part-time paraprofessionals will be given first priority in filling a full-time paraprofessional's position.
- B. Paraprofessionals who desire to apply for a vacancy which may be filled during the summer vacation period shall submit their names and summer address to the Superintendent and identify the positions for which they apply. The Superintendent shall notify such paraprofessionals of any vacancy. The Superintendent's notification shall set forth a description of and qualifications for the position, including the duties and salary. The notice shall be sent at least ten (10) days before the final date when applications must be submitted. In addition,

the Superintendent shall, within the same time period, post in every school a list of openings and vacancies to be filled during the summer vacation period.

ARTICLE XXIV
PARAPROFESSIONAL EVALUATION AND PERSONNEL FILES

A. Paraprofessional Evaluation and Personnel Files

1. **Purpose** – The purpose of evaluation is to enable paraprofessionals and administrators to assist all students to perform at high levels. It is also the purpose of evaluation:
 - a. To improve the quality of teaching and learning.
 - b. To improve the quality of supervision and instruction.
 - c. To foster continuous professional growth.
 - d. To develop a process to help paraprofessionals set objectives compatible with the philosophy, strategic plan, goals, and objectives of the Wareham Public Schools.
 - e. To provide positive and constructive feedback.

2. **Gathering Information**
 - a. All monitoring or observation of the work performance of a paraprofessional will be conducted openly and with full knowledge of the paraprofessional. No public address audio system, or other device permitting monitoring or observation of work performance shall be employed for the purpose of evaluation unless the paraprofessional and the evaluator agree that such other devices be used. Any and all evaluations shall be conducted pursuant to this Article and Appendix B.

 - b. Principals, Assistant Principals and the Director of Pupil Services will evaluate paraprofessionals. No more than two (2) evaluators will evaluate a paraprofessional per school year. The evaluation shall be completed on or before May 1st each year.

 - c. Evaluation reports shall recognize areas of strength and identify areas needing improvement. If the evaluation contains a Needs Improvement (NI) or Unsatisfactory (U), the evaluator will provide specific comments and reasons for such designation(s). The evaluator shall also provide specific suggestions to improve performance. Any paraprofessional receiving a Needs Improvement (NI) or Unsatisfactory (U) will be re-evaluated prior to May 1st in the area(s) noted.

- d. Evaluation reports shall be communicated orally and in writing to the person being evaluated. The paraprofessional may, at his/her option, have a conference with the evaluator prior to signing the completed evaluation form. The paraprofessional shall sign to acknowledge s/he has received a copy of the evaluation. Such signature in no way indicates agreement with the report. The paraprofessional may submit a written response to the report. The paraprofessional will have the right to submit a written response for review by the Superintendent and attached to the file copy.

B. Personnel Files

1. Paraprofessionals shall have the right, upon written request to the Superintendent for an appointment, to inspect the contents of his/her personnel folder, files, cards and records and to make copies of such contents and records.
 2. No material, originating after initial hiring, which is derogatory to a paraprofessional's conduct, service, character, or personality, will be placed in the paraprofessional's personnel file unless the paraprofessional has been afforded an opportunity to review the material. The paraprofessional shall acknowledge that s/he has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents. The paraprofessional shall also have the right to submit a written answer to such material and said answer shall be reviewed by the Superintendent and attached to the file copy.
- C.** Any complaints which would form the basis of an entry in the paraprofessional's personnel file regarding a paraprofessional made to any member of the Committee by the Superintendent or the Principal from any parent, student, or other person will be promptly called to the attention of the paraprofessional.
- D.** The Association recognizes the authority and responsibility of the Committee and its agents to discipline or reprimand a paraprofessional for delinquency in professional performance.
- E.** No paraprofessional will be disciplined, suspended or discharged without just cause. This provision shall apply to those bargaining unit members who have three (3) or more years of service in Wareham. (Bargaining unit members employed upon the effective date of this agreement, shall receive the benefit of this section based upon their actual years of service).

1. It shall be the policy of the Committee to notify a paraprofessional of any action being taken concerning his/her suspension or dismissal before announcement or disclosure is given or made public.
2. Any Association complaints made to any member of the Committee and/or the Superintendent will be shared first by the Association and the Administrator.

ARTICLE XXV
SCHEDULING OF WORKSHOPS

The Committee and Association agree that workshops may be beneficial to the educational process. Workshops will be scheduled by the Administration on a need basis. Paraprofessionals will be given at least thirty (30) days' advance notice of workshops. Paraprofessionals will be paid their daily rate for each workshop day they attend.

ARTICLE XXVI
PROFESSIONAL DEVELOPMENT AND SCHOOL BUSINESS

A. Professional Development

Paraprofessionals may be authorized paid time off for professional visits to other schools, educational meetings, conferences, conventions, or other activities related to the improvement of paraprofessional skills and expertise. Requests for visitations will be in writing and may be initiated by a paraprofessional, a paraprofessional's immediate supervisor, the Principal, or Central Administration. Such requests will be forwarded through channels to the Curriculum Director for approval. A copy of a written report of each visitation will be forwarded to the Superintendent's office within fifteen (15) days of said visitation.

Paraprofessionals who participate in professional day activities shall submit a written report to the Director of Curriculum on a pre-approved form. To qualify for reimbursement, the paraprofessional must within forty-five (45) days after the conference submit the written report and a request for reimbursement on an approved form with attached receipts for expenses incurred for related expenses.

B. School Buildings

Whenever a paraprofessional, as part of his/her duties, participates in student field trips, or in other school business as assigned by the Superintendent or his/her designee, the day or days involved in such activity will not be classified as a Professional Development day or days.

ARTICLE XXVII
SCHOOL FACILITIES

- A. The Association shall have the right to use school buildings for meetings. The principal of the building involved will be notified in advance of the time and place of the meetings.
- B. There shall be a bulletin board in each faculty lounge of each school building. The bulletin board will be available to the officers of the Association and/or their designees and to the Administration for displaying notices, circulars, and other professional materials of a nonflamitory nature. The source of the material, notices, etc. must be readily identified. Copies of all such material will be given to the building principal.

ARTICLE XXVIII
INFORMATION TO THE ASSOCIATION

- A. The minutes of open official Committee meetings and all other printed materials that are distributed to the Committee members at open official meetings shall be made available to the Association as soon as possible after such meeting. Copies of the agenda of such meetings shall be made available to the Association at the same time as released to publication.
- B. The Committee and the Association agree to share the costs of printing the Contract.
- C. The Committee shall, upon request, provide the Association with any available information, which may be necessary for the Association to use for the purpose of collective bargaining and the administration of this Agreement.

ARTICLE XXIX
GENERAL PROVISIONS

- A. There shall be no reprisals of any kind taken against a paraprofessional by reason of his/her membership in the Association or participation in its activities.
- B. Paraprofessionals shall be entitled to full rights of citizenship. No religious or political activities of a paraprofessional, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of the paraprofessional.

- C. If any provision of this Agreement or any other application of the Agreement to a paraprofessional or group of paraprofessionals shall be found contrary to law, then such a provision of application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- D. Regular part-time paraprofessionals shall be entitled to the benefits of this Agreement in direct proportion to the time worked.

ARTICLE XXX
SALARIES

- A. Salaries of the paraprofessionals are set forth in Appendices attached hereto and made a part hereof.
- B. In the event that there is a day when a paraprofessional is not entitled to compensation, said paraprofessional shall be reduced by 1/189 of his/her annual salary as set forth in the appendices of the Agreement.

ARTICLE XXXI
EXTENDED LEAVES OF ABSENCE

- A. The Committee agrees that one (1) paraprofessional per school year shall, upon request, be granted a leave of absence for no less than one (1) year and no more than two (2) years without pay or without increment for the purpose of serving in the Association's State or National elective office.
- B. Military leave will be granted to any paraprofessional who is inducted or enlists to satisfy induction requirements in any branch of the Armed Forces of the United States. In granting such leave, the Committee will comply with any existing Federal or State Laws on this subject.
- C. A leave of absence without pay or increment of up to one (1) year shall be granted for the personal health reasons of the paraprofessional or for the purpose of caring for a sick member of the paraprofessional's family where said paraprofessional's personal attention is required. Additional leave may be granted at the discretion of the Superintendent. (Immediate family for the purpose of this section shall include father, mother, brother, sister, wife, husband, child, grandparent, immediate-in-laws, grandchildren, or member of the immediate household).
- D. The Superintendent shall grant a leave of absence without pay or increment to any paraprofessional to serve in any elected public office for no more than two (2) years.

- E. Educational leave without pay or increment for up to one (1) school year shall be granted.
- F. Notwithstanding any past practice to the contrary relative to extended leaves, the Superintendent in the exercise of his/her sole discretion may grant requests for extended leaves other than those set forth above. The superintendent's decision shall not be grievable or arbitrable.
- G. Paraprofessionals requesting extended leaves of absence, except for extended leave under Section C above, shall apply for said leave at least thirty (30) calendar days in advance of the commencement of the leave.
- H. All benefits to which a paraprofessional was entitled at the time his/her leave commenced will be restored upon return; and the paraprofessional will be assigned to the same position held at the time said leave commenced, or to an equivalent position, if possible. Any paraprofessional returning from leave under this Article will be placed on the next step of the salary schedule if in a pay status in the Wareham Public Schools for more than ninety-one (91) workdays in the year during which the leave commenced.
- I. All requests for extension or renewals of leave will be made in writing before March 1st of each school year immediately preceding the commencement of such extension or renewal. If granted, such extension or renewal will be in writing.
- J. A paraprofessional on leave pursuant to this Article must give written notice to the Superintendent by March 1st of the school year in which the leave is taken or by March 1st of the subsequent school year, if applicable, of said paraprofessional's intention to return the next following September. If such written notice is not received by the Superintendent on or before March 1st, then the paraprofessional on leave may be terminated from the School System.

ARTICLE XXXII
REDUCTION IN FORCE

- A. In the event that the School Committee determines to reduce the number of employees in the bargaining unit, the procedures set forth hereinafter shall apply:
 - 1. In the event that layoffs are necessary, paraprofessionals shall be laid off based upon the needs of the system, performance and seniority. When all other factors are equal, seniority shall prevail.
 - 2. The above can result in one or more transfers of personnel from one assignment or building to another.

B. Seniority

1. Seniority shall be defined as the length of service in years, months, and days in the Wareham Public Schools. Seniority shall be computed from the date of the Committee appointment as reflected in the original Committee minutes. Regular part-time service will be prorated in determining seniority.
2. In the event of a tie, the date of signature on the initial individual employment contract, which must be on file in the Superintendent's office, shall be used to determine the order of seniority. In the event of further ties, a lottery shall be conducted.

C. Seniority List and Procedure to Challenge the List

1. By February 1st of each school year, the Superintendent will post a seniority listing in each school building which will have been determined as of the immediately preceding December 31st, of all professional personnel represented by the Association. Said seniority list shall be forwarded to the President of the Association and posted in all buildings. Paraprofessionals with the greatest length of seniority (as previously defined) will be listed first; paraprofessionals with the least amount of service will be placed last on the list.
2. Any paraprofessional who wishes to challenge his/her position on the seniority list shall submit the challenge, in writing, to both the Superintendent and the President of the Association, setting forth the basis for the challenge, no later than March 1st. The Superintendent shall jointly review challenges with the President of the Association in an effort to resolve said challenges. Any unresolved challenge or new challenges resulting from the resolution of a challenge shall be submitted to a tripartite panel described below. Notwithstanding the provisions of Article VI of this Agreement, a tripartite panel, consisting of a person appointed by the Association, a person appointed by the Committee, and a third person chosen by the appointed persons, shall meet to decide the validity of the unresolved challenges. If the parties are unable to agree on a neutral third party, they will jointly request from the American Arbitration Association a list of five (5) names, and after striking alternately two (2) names, the remaining name shall be the neutral third party. This panel shall render its decision prior to April 1st. A paraprofessional who has filed timely in accordance with the provisions of this Article a challenge to the seniority list which remains unresolved shall be advised of the date, time, and place of the meeting of said panel. The paraprofessional and, if the paraprofessional so desires, a representative of the Association shall have the opportunity to explain his/her challenge before the panel. The decision of a majority of the panel will be final and

binding on the paraprofessional, the Association, and the Committee. The cost, if any, of the services of the neutral member of the panel shall be borne equally by the Committee and the Association. The list, as finally determined by the panel, shall be the seniority list for the purpose of this Article. In the event that there are no unresolved challenges to the February 1st list, then the promulgated list shall be the final list for that school year.

D. Leaves of Absence

All paid or partially paid leaves of absence provided in this Agreement and/or approved by the Committee shall count towards seniority. All unpaid leaves will not count towards seniority but shall not interrupt continuous service. Paraprofessionals on leave of absence shall be eligible to be laid off as though they were currently in active employment. For the purpose of this Agreement, Maternity Leave shall be considered as unpaid leave except for that portion which is Disability Leave paid pursuant to Article XIV.

E. Notification

Whenever possible, written notification of pending layoff will be completed by May 15th for the following school year. In the event of a decision to RIF during the school year, those staff members being laid off will be given a minimum of thirty (30) days written notice.

F. Recall

1. Paraprofessionals laid off due to reduction in force shall be placed on the recall list for twenty-four (24) months from the effective date of the layoff. The effective date of layoff will be the last day worked by the paraprofessional.
2. Paraprofessionals on the recall list will be recalled to vacancies in the reverse order of their layoff. For purposes of recall, "vacancy" shall be defined as an opening in a professional position covered by Article I which has become open as a result of resignation, retirement, death, or resulting from the establishment of a new position or from a leave of absence of not fewer than ninety-one (91) consecutive days.
3. The only benefits accorded paraprofessionals who have been laid off due to RIF and who are on a recall list will be those specified in this Article. All other benefits gained by paraprofessionals as a result of this or successive collective bargaining agreements will be received only by those paraprofessionals actively employed.

4. Paraprofessionals on the recall list shall be entitled to membership in any group health or life insurance coverage in existence at the time of the effective date of the layoff, provided however, that the paraprofessional pays the entire cost of such insurance pursuant to the requirements of the insurance carrier, and there shall be no contribution by the Committee or the town for such paraprofessional's insurance.
5. Paraprofessionals on the recall list shall be deemed to be on leave of absence from the Wareham Public Schools for the duration of the recall period.
6. When a vacancy occurs to which a paraprofessional is entitled to be recalled as set forth above, the paraprofessionals on the recall list will be notified by certified mail at their last recorded address. Failure to accept certified mail shall not be deemed sufficient reason for failing to meet the necessary response date. Failure to respond to the Superintendent with a letter of acceptance of the offered position within thirty (30) calendar days of the certified date of mailing shall be considered a rejection of such offer and the paraprofessional shall be dropped from the recall list. It shall be the responsibility of the paraprofessionals on the recall list to inform the Office of the Superintendent, in writing, of changes of address.
7. Paraprofessionals on the recall list shall have priority in filling vacancies as herein before set forth. No new paraprofessionals shall be hired to fill such vacancies until all appropriate paraprofessionals on the recall list have been offered the vacancy.
8. Upon return to employment from the recall list, paraprofessionals will have credited to their accounts the same number of sick days that they had accumulated at the time of their layoff. Paraprofessionals laid off during the school year, upon return, will be placed on the next step of the salary schedule. Paraprofessionals filling temporary vacancies at the time of layoff due to reduction in force shall have no recall rights.

ARTICLE XXXIII
COURSE REIMBURSEMENT

- A. Paraprofessionals shall receive five hundred fifty dollars (\$550.00) per contract year (September 1st – August 31st) for reimbursement of tuition and mandatory fees for approved courses.
- B. The Committee shall approve job related courses earned from an institution accredited by NEASC.

- C. Courses not accredited as provided in Section B above may be approved for course reimbursement by the Superintendent in the exercise of his/her sole discretion.
- D. Paraprofessionals seeking reimbursement must, prior to the commencement of a course, notify the Superintendent's Office, in writing, on a form which will be provided, that they wish reimbursement for a particular course. An estimated cost is required when requesting reimbursement.
- E. Evidence of satisfactory completion of the required courses must be presented to the Superintendent of Schools in order to receive reimbursement. Within sixty (60) days of course completion forms must be submitted for reimbursement.

ARTICLE XXXIV
AGENCY FEE

The Committee agrees to require, as a condition of employment, that all employees covered by this Agreement, except those employees certified as members to the Committee by the Association, pay annually or by dues deduction to the Association, as of the thirtieth (30th) day subsequent to the effective date of this Agreement, whichever is later, an Agency Fee as determined in accordance with the applicable Rules and Regulations of the Labor Relations Commission relative to the Agency Service Fee. Said amount will be certified annually to the Committee by the Association. To become a member and remain a member in good standing of the exclusive bargaining agent, an employee must become a member and remain a member in good standing of the Wareham Education Association, Massachusetts Teachers Association, and National Education Association.

ARTICLE XXXV
DURATION

- A. The effective date of this Agreement shall be for the period covering September 1, 2010 through August 31, 2013.
- B. This Agreement shall automatically renew itself for a successor term of one (1) year each unless, by the first day of November, 2012, either the Committee or the Association shall have given written notice of its desire to modify or terminate this Agreement.
- C. In the event negotiations for a successor contract have not have completed by the expiration date, the current contract shall remain in effect until such time as a successor agreement is negotiated.

Appendix A
Basic Salaries

1. Salary Schedule

STEP	2010-2011	2011-2012	2012-2013
		2%	3%
1	18,264	18,629	19,188
2	18,459	18,828	19,393
3	18,654	19,027	19,598
4	18,850	19,227	19,804
5	19,046	19,427	20,010
6	19,242	19,627	20,216
7	19,629	20,022	20,622
8	19,825	20,222	20,828
10	20,174	20,577	21,195
15	21,106	21,528	22,174
20	21,317	21,743	22,396

Steps indicate the number of years in the Wareham School System.

Any bargaining unit members who possess an Associate or higher degree shall receive, in addition to the amounts set forth above, a stipend of \$550.00.

2. Advancement on Salary Schedule

Paraprofessionals shall advance on the salary schedule one step annually. Placement on the step scale shall be based on the number of years in Wareham.

3. Method of Salary Payment

Annual salaries shall be paid in twenty-six (26) equal installments to be paid during the school year.

4. Curriculum Workshops and Committees

Participation in each will be strictly voluntary and made only with informed consent. Paraprofessionals will be paid an amount equal to the hourly rate of a teacher. All such positions shall be posted in all faculty rooms ten (10) days before the final date by which the application must be submitted.

5. **Inservice Days**

Paraprofessionals may participate in inservice days at the request of an Administrator. The paraprofessional must be given at least thirty (30) days prior notice of the inservice. Paraprofessionals will be compensated at their per diem rate.

6. **School Councils**

Paraprofessionals elected to serve on school councils will receive compensatory time for their participation in after school council meetings.

7. **Remedial Programs**

Paraprofessionals who assist in a remedial after-school program shall be compensated at the rate of twenty-one dollars (\$21.00) per hour.

8. **Carry Over**

In the event a paraprofessional is hired to fill a teaching position, the paraprofessional will carry over to Unit A all accumulated sick days and sick bank benefits.

9. **Augmented Longevity Benefit**

In any three (3) consecutive years following the completion of fifteen (15) years of service in Wareham, a bargaining unit member has the option of receiving an augmented longevity benefit. Such augmented longevity benefit shall be in lieu of any benefits to which a bargaining unit member is otherwise entitled pursuant to Article X. After the bargaining unit member has received augmented longevity for three (3) years, the bargaining unit member's longevity shall revert to the benefits as specified in Appendix A, section 9.

Any eligible bargaining unit member who wishes to receive this benefit shall so notify the Superintendent in writing no later than October 1 preceding the first school year in which the longevity benefit is to become effective.

Appendix B
Annual Paraprofessional Evaluation Report

WAREHAM PUBLIC SCHOOLS

TEACHER ASSISTANT EVALUATION

NAME:	SCHOOL:
POSITION:	DATE:

- S – Satisfactory**
- NI - Needs Improvement**
- U - Unsatisfactory**

	Please Check One		
	S	NI	U
1. Relationship to Students			
2. Relationship to Staff			
3. Shows Good Judgment			
4. Performance of Assigned Duties			
5. Uses Time Efficiently			
6. Shows Initiative			
7. Is Cooperative and Adaptable			
8. Is Punctual			
9. Attitude			
10. Benefits From Instruction			
Comments (use other side if necessary):			

Principal/Director Signature

Date

Paraprofessional Signature

Date

Employee comments attached ____yes ____no.

The School Committee of Wareham has caused this Agreement to be signed in its name and behalf by its chair; and the Wareham Education Association, Inc. has caused this Agreement to be signed in its name and behalf by its President.

Wareham School Committee
Clifford W. Sylvia
Chair, Wareham School Committee

Wareham Education Association, Inc.
Christine E. Mars
President, Wareham Education Assoc., Inc.

Date: *June 14, 2010*

Addendum

1. There shall be a joint committee composed of an equal number of members appointed by the Association President and the Superintendent which shall study bargaining unit classifications including stipends and hour issues. The joint committee shall meet and determine recommendations as to the establishment of bargaining unit classifications, additional stipends for certain classifications and changes in hours of work for certain classifications. Upon the determination of recommendations, if any, same shall be returned to the bargaining teams of the Committee and the Association for negotiations, as necessary, with the intent of implementation during the term of the 2010-2013 Agreement.
2. The seniority list of the bargaining unit shall be forthwith reviewed and corrected as necessary to comport to the provisions of the existing Agreement.