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## **PREAMBLE**

Pursuant to the provisions of Chapter 150E, this Agreement is entered into this 27<sup>th</sup> day of August, 2012 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 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 Assistant Principal, Coordinator of Technology, and Dean.
- B. In the event the Committee hires a substitute Assistant Principal, Coordinator of Technology, or Dean for a full work year, then such Assistant Principal, Coordinator of Technology, or Dean shall be covered by the terms and conditions of this Agreement for one year.
- C. Except as otherwise stated in specific articles and/or sections of this Agreement, all members of the bargaining unit shall be referred to as “Administrators.”

### **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 Administrators covered by this Agreement on the effective date of this Agreement shall continue to be so applicable.

### **Article III - Non Discrimination Clause**

Administrator assignments will be made without regard to race, creed, color, national origin, religion, sex, or marital status or any other basis prohibited by law. 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 Administrator 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 Administrator, the Association, or a class of Administrators.
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 which 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 to the grievant 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 Committee and grievant will meet for the purpose of resolving the grievance at the next regularly scheduled School Committee Meeting. Within fifteen (15) days from said meeting, a written response will be sent to the grievant and the Association. 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.

**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 which 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 Administrators 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 Administrator.
  - 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 which 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. Administrators 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. Administrators seeking reimbursement must notify the Superintendent's office, in writing, on a form which will be provided.

**Article X - Notification to Administrators**

Each Administrator returning to the Wareham School System should receive by October 1, 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.

**Article XI - Termination of Services**

Administrators shall give thirty (30) school days' notice when terminating their services. An Administrator resigning between August 1st and the beginning day of school in September shall give sixty (60) days' notice. Exceptions to this provision may be approved by the Superintendent due to illness or unforeseen circumstances beyond the control of the Administrator involved. Unless so approved by the Superintendent, violation of this provision will be included in any future reference requests.

**Article XII - Payroll Deductions**

**A. Dues**

1. The Committee agrees to deduct from the salaries of its Administrator dues for the Association, the Plymouth County Education Association, the Massachusetts Teachers' Association, and the National Education Association, and Associations for which Administrators individually and voluntarily authorize the Committee to deduct and to transmit the monies promptly to such Association or Associations. Administrator 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 prior to 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 executed prior to September 30. The Committee will notify the Association monthly of any changes in said list. Any Administrator desiring to have the Committee discontinue deductions he/she 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 hold 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 Administrator for the following
- Professional Dues
  - Annuity Programs
  - Life Insurance
  - Cafeteria Plan
  - A bank or credit union
  - Health Insurance

**Article XIII - Sick Leave**

- A. The number of sick days for each administrator covered by this Agreement shall be fifteen (15) days. The maximum accumulation of sick leave days shall be 130. The annual allocation of sick leave days per school year shall be effective as of the first day worked by the Administrator in each school year.
- B. Sick leave that is not used each year shall accrue.

C. Following seven days of sick leave in any school year, if a good faith determination of a pattern of sick leave abuse is made by the administration, they may request a doctor's certificate. Such request shall not be made in an arbitrary or capricious manner.

**D. Sick Bank**

1. Eligible Administrators who wish to be members of the WEA sick leave bank shall become members under the same terms as negotiated in the WEA, Unit A bargaining unit. Sick Bank members are eligible to apply to the Sick Bank up to two times per disability.

**Article XIV - Paid Temporary Leaves of Absence**

**A. Personal Leave**

Administrators will be entitled to three (3) days of absence for personal, business, legal, household or family matters which require absence during school hours. Application for leave pursuant to this section shall be made at least forty-eight (48) hours before taking such leave, except in case of emergency. The application for said leave shall be set forth in writing. If no personal days are used, one will carry over to the next school year. Personal leave shall not be taken for the purpose of extending a school recess or holiday period. The Superintendent will respond promptly to applications for personal leave. Additional days without pay may be granted by the Superintendent in the exercise of his/her sole discretion. 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 an Administrator is required to appear in a Court of Law in a case arising out of his/her employment in the Wareham School System, he/she shall suffer no loss of pay and such absence shall not be deducted from his/her excused absences; provided, that he/she 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 Administrator's immediate family or a more distant relative residing in said Administrator's household. The Superintendent may authorize two (2) additional days funeral leave when deemed advisable by the existing circumstances. The immediate family shall be defined as: parents, spouse, children, brother, sister, grandparents, parents-in-law, step-family, grandchildren, and members of the Administrator's immediate household.



**D. Association Leave**

The Administrators will be entitled to participate in Association Leave requests as part of the allocation of days set forth in the negotiated contract of the WEA.

**E. Jury Duty**

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

**F. Military Leave**

Administrators 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 Administrator shall not receive less than said Administrator's annual contracted salary he/she would have received but for such military service.

**G. Religious Holidays**

If an Administrator is absent due to religious holidays, he/she shall suffer no loss of pay and such absence shall not be deducted from his/her excused absences.

**Article XV - Maternity Leave - Disability/Extended Leave**

A. Administrators 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. An Administrator 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. An Administrator 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 Administrator who desires to return to work at the end of her disability period may then return to work. An Administrator 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 Administrator so requests, for the next following school year. The Administrator may elect to return prior to the end of the school year but must return at the beginning of a marking term.

- C. During the disability period an Administrator 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 an Administrator would normally be working during the regular work year. The Administrator's attending physician shall certify to the Superintendent the length of the Administrator's disability period.
- D. An Administrator 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 Administrator shall not be eligible for sick leave and provided that such leave shall commence immediately following the birth or adoption of the Administrator's child.
- E. In the event that the reason for the maternity leave or parental leave be no longer operative, then such Administrator, with the approval of the Superintendent, may return to work.
- F. All benefits to which an Administrator was entitled at the time his/her leave commenced minus any sick leave used will be restored upon return, and the Administrator will be assigned to the same position held at the time the leave commenced or to an equivalent position, if possible. An Administrator 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. Administrators 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 Administrator's intention to return the next following September. If such written notice is not received by the Superintendent on or before March 1 then the Administrator on leave may be terminated from the School System.

**Article XVI - Sabbatical Leave**

- A. Purpose - The purpose of the Sabbatical Leave is threefold.
  - 1. Recognition of professional excellence as an Administrator.
  - 2. Encouragement of professional growth for Administrators.
  - 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 graduate program leading to a higher degree, certification, or academic concentration.
- C. In implementing Sabbatical Leave, the Committee shall follow the same guidelines as negotiated with the WEA, Unit A.

## **Article XVII - Personal Injury Benefits**

Whenever an Administrator is absent from school as a result of a personal injury incurred during the course of his/her performance of duties for the Wareham School System, the committee will make up the difference between the Administrator's Workers Compensation benefits and his/her regular salary provided said Administrator has accumulated sick leave against which said difference may be prorated and charged. The Administrator shall receive his/her regular paycheck less the amount being paid to the Administrator by worker's compensation. If an employee has exhausted all his/her sick leave under this article, the employee shall automatically be placed on an unpaid leave of absence. Said unpaid leave of absence shall not exceed one (1) school year and at the discretion of the Superintendent may be extended for an additional school year. It is understood by the parties that said leave shall not affect the individual's statutory rights.

If an Administrator uses accumulated sick leave and is approved for Workers Compensation, the compensation check must be turned over to the school department. The Administrator will be made whole for any lost sick leave covered by Workers Compensation plus the initial five (5) days. The Administrator will not suffer the loss of a regular paycheck, nor shall such leave interrupt his/her length of service.

## **Article XVIII – Protection**

- A. Administrators will report in writing, to the principal and the Superintendent, all cases of assault suffered by them in connection with their employment not less 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 Administrator for information in its possession relating to the incident or persons involved. The Committee will then act in appropriate ways as liaison among the Administrator, the police, and the courts.
- C. In addition to the provisions of G.L. c. 258, the School Committee shall maintain and pay the premium for a one million dollar (\$1,000,000.00) liability policy for each administrator. Such coverage shall be provided under existing town and school liability policies.

## **Article XIX - Salaries, Work Year, Workday, and Sick Leave for Administrator**

### **A Salary Schedule**

- 1. The base to be used in calculating the salaries shall be: 1.00 equals the salary the person would receive pursuant to the Appendix A salary schedule of the Unit A Agreement.
- 2. Up to 50 percent (50%) of recent similar administrative experience may be credited for newly appointed administrators.

**Adjustment Schedule**

<b>Step</b>	1	1.12
	2	1.15
	3	1.18
	4	1.20
	5	1.22
	6	1.33
	10	1.38

New hires shall advance one step annually.

**B. Work Year**

The work year for Assistant Principals shall consist of 211 days per year. Middle School Assistant Principals (as of June 8, 2015) have flexibility in scheduling 10 work days.

Additional work days for Assistant Principals, if needed and approved, will be paid at the individual's per diem rate.

The parties acknowledge that the position of Assistant Principal may require work before and after school and that special situations and events are parts of the position. However, the parties agree that should these situations and/or events become out of the ordinary or excessive, the Superintendent will be available to listen and assist in resolving these issues.

**C. Workday**

The workday shall consist of the regular school day plus as much time as is necessary before and after the regular school day.

**D. Time Off**

Time off shall be scheduled by mutual agreement between the Administrator and his/her principal and approved by the Superintendent or his designee. Such approval shall not be unreasonably withheld.

**E. Additional Benefits**

The Assistant Principals shall be included in all administrative team meetings.

**Article XX - Job Vacancies**

- A. 1. All vacancies in promotional, extra-curricular, and athletic department positions, including specialists and/or special project teachers, shall be posted in every

faculty room at least ten (10) days before the final date by which the application must be submitted. The Superintendent's bulletin 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 month then the position will be posted.

2. Administrators who desire to apply for such vacancies shall submit their applications in writing to the Superintendent or building Principal within the time limit specified in the notice.
3. In filling such vacancies, the following factors will be considered:
  - Credentials
  - performance as evidenced by evaluations
  - seniority in the system
  - recommendations by the administration

- B. Promotional positions include positions which pay a salary differential and/or positions which are on the administrative - supervisory level. These include but are not limited to the position of principal.
- C. All appointments to the aforesaid vacancies shall be made without regard to age, race, creed, color, religion, national origin, marital status, sex or ancestry, unless based upon bona fide occupational qualification.
- D. Administrators who desire to apply for a vacancy which may be filled during the summer vacation period shall submit their names and summer addresses to the Superintendent and identify the positions for which they apply. The Superintendent shall notify such Administrator 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 twenty-one (21) 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 XXI - Evaluation and Personnel Files**

### **A. Evaluation Process**

#### **1) Purpose of Educator Evaluation**

- A) This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary

and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.

- B) The regulatory purposes of evaluation are:
  - i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
  - ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
  - iii) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
  - iv) To assure effective teaching and administrative leadership, 35.01(3)

## 2) **Definitions**

- A) **Administrator:** Inclusive term that applies to all Administrators covered by this article, unless otherwise noted. Administrators may include individuals who serve in positions involving teaching and other direct services to students.
- B) **Artifacts of Professional Practice:** Products of an Administrator's work and staff and student work samples that demonstrate the Administrator's knowledge and skills with respect to specific performance standards.
- C) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, observations and artifacts of professional practice, including unannounced observations of practice of any duration; and additional evidence relevant to one or more Standards of Effective Administrative Leadership Practice (603 CMR 35.04).

- D) **District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: student portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.
- E) **Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan shall be determined by the Administrator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
- i) **Developing Educator Plan** shall mean a plan developed by the New Administrator and the Evaluator for one school year or less for an Administrator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
  - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Administrator for Experienced Administrators for one or two school years who are rated proficient or exemplary.
  - iii) **Directed Growth Plan** shall mean a plan developed by the Administrator and the Evaluator of one school year or less for Experienced Administrators who are rated needs improvement.
  - iv) **Improvement Plan** shall mean a plan developed by the Administrator Evaluator of at least 60 calendar days and no more than one school year for Experienced Administrators who are rated unsatisfactory with goals specific to improving the Administrator's unsatisfactory performance and subject to the Evaluator's final approval.
- F) **ESE:** The Massachusetts Department of Elementary and Secondary Education.

- G) **Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the “formative evaluation” and “formative assessment”) and to assess total job effectiveness and make personnel decisions (the “summative evaluation”).
- H) **Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Administrator will have one primary Evaluator at any one time responsible for determining performance ratings.
- i) **Primary Evaluator** shall be the person who determines the Administrator’s performance ratings and evaluation, as determined by the superintendent.
  - ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Administrator’s progress through formative assessments, evaluating the Administrator’s progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee. (Principal)
  - iii) **Administrators Assigned to More Than One Building:** The superintendent or designee will determine the primary evaluator for each Administrator who is assigned to more than one building.
  - iv) **Notification:** The Administrator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Administrator.
- I) **Evaluation Cycle:** A five-stage process that all Administrators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.



- J) **Experienced Administrator:** An administrator who has completed three school years in the same position in the district.
- K) **Family:** Includes students' parents, legal guardians or primary caregivers.
- L) **Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator Plans, performance on standards, or both.
- M) **Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Administrator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Administrative Leadership Practice, or both.
- N) **Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator Plan. A goal may pertain to any or all of the following: Administrator practice in relation to Performance Standards, Administrator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Administrators, by the Evaluator, or by teams, departments, or groups of Administrators who have the same role.
- O) **Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- P) **Multiple Measures of Student Learning:** Measures shall include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student gain scores.
- Q) **New Administrator:** An administrator who has not completed three years in the position in the district.
- R) **Observation:** A data gathering process that includes notes and judgments made during one or more school or worksite visits(s) of any duration **by the Evaluator and** may include examination of artifacts of practice including student work. An observation shall occur in person. School or worksite observations conducted pursuant to this article must result in

feedback to the Administrator. Normal supervisory responsibilities of evaluators will also cause them to drop in on other activities in the school or worksite at various times. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Administrator, are not observations as defined in this Article.

S) **Parties:** The parties to this agreement are the local school committee and Wareham Education Association that represents Unit B administrators covered by this agreement for purposes of collective bargaining.

T) **Performance Rating:** Describes the Administrator's performance on each performance standard and overall. There shall be four performance ratings:

Exemplary: the Administrator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that the Administrator significantly exceeds proficient and could serve as a model of practice on that standard district-wide.

Proficient: the Administrator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.

Needs Improvement: the Administrator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.

Unsatisfactory: the Administrator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Administrator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.

U) **Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00.

- V) **Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
  
- W) **Rating of Administrator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns of student learning, growth and achievement.
  
- X) **Rating of Overall Administrator Performance:** The Administrator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Administrator's performance against the four Performance Standards and the Administrator's attainment of goals set forth in the Educator Plan, as follows:
  - i) **Standard 1:** Instructional Leadership
  - ii) **Standard 2:** Management and Operations
  - iii) **Standard 3:** Family and Community Engagement
  - iv) **Standard 4:** Professional Culture
  - v) **Attainment of Professional Practice Goal(s)**
  - vi) **Attainment of Student Learning Goal(s).**

When the four Standards of Effective Administrative Leadership Practice are referenced, it is understood that they may be supplemented or substituted in part in the Educator Plan by appropriate Standards of Effective Teaching Practice for those administrators who also serve as teachers or caseload educators, at the discretion of the evaluator.

- Y) **Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Administrative Leadership Practice are used to rate Administrators on Performance Standards, as are Standards and Indicators of Effective Teaching Practice in cases where the Administrator teaches. These rubrics consist of:

- i) **Standards:** Describes broad categories of professional practice, including those required in 603 CMR 35.04, and, where appropriate 35.03
- ii) **Indicators:** Describes aspects of each standard, including those required in 603 CMR 35.04, and where appropriate 35.03
- iii) **Elements:** Defines the individual components under each indicator
- iv) **Descriptors:** Describes practice at four levels of performance for each element

Z) **Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator’s judgments of the Administrator’s performance against Performance Standards and the Administrator’s attainment of goals set forth in the Educator Plan.

AA) **Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.

BB) **Trends in student learning:** At least three consecutive years of data, following the establishment of a baseline from the district-determined measures and state assessments used in determining the Administrator’s rating on impact on student learning as high, moderate or low.

3) **Evidence Used In Evaluation**

The following categories of evidence shall be used in evaluating each Administrator:

- A) Multiple measures of student learning, growth, and achievement, which shall include:
  - i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;

- ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. District-wide measures may include: student portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. If applicable, one such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.
  - iii) Measures of student progress and/or achievement toward student learning goals set between the Administrator and Evaluator for the school year or some other period of time established in the Educator Plan.
  - iv) The appropriate measures of the Administrator's contribution to student learning, growth, and achievement shall be set by the district. The measures set by the district should be based on the Administrator's role and responsibility.
- B) Judgments based on observations and artifacts of practice including, but not limited to:
- i) Announced or unannounced observations of practice of any duration.
  - ii) Examination of Administrator work products.
  - iii) Examination of student and educator work samples.
- C) Additional Evidence relevant to one or more Performance Standards, including but not limited to:
- i) Evidence compiled and presented by the Administrator, including :
    - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration,

professional development linked to goals in the Educator Plan, contributions to the school community and professional culture;

(b) Evidence of active outreach to and engagement with families;

ii) Evidence of progress towards professional practice goal(s);

iii) Evidence of progress toward student learning outcomes goal(s).

iv) Student and Staff Feedback – see # 23-24, below; and

v) Any other relevant evidence from any source that the Evaluator shares with the Administrator. Other relevant evidence could include information provided by other administrators, principals and/or the superintendent.

4) **Rubric**

The rubrics are a scoring tool used for the Administrator’s self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The districts may use either the rubrics provided by ESE or comparably rigorous and comprehensive rubrics developed or adopted by the district and reviewed by ESE.

5) **Evaluation Cycle: Training**

A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other Administrators and evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.

B) By October 1<sup>st</sup> of the first year of this agreement, all Administrators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent. Any Administrator hired after the October 1<sup>st</sup> date, and who has not previously completed such an

activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE.

6) **Evaluation Cycle: Annual Orientation**

- A) At the start of each school year, the superintendent or designee shall conduct a meeting for Administrators focused substantially on Administrator evaluation. The superintendent or designee shall:
  - i) Provide an overview of the evaluation process, including goal setting and the Educator Plan. Provide District and School goals and priorities, as well as professional development opportunities related to those goals and priorities."
  - ii) Provide all Administrators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
  - iii) The meeting may be digitally recorded to facilitate orientation of Administrators hired after the beginning of the school year. Provided an announcement is made at the beginning of the meeting.

7) **Evaluation Cycle: Self-Assessment**

- A) Completing the Self-Assessment
  - i) The evaluation cycle begins with the Administrator completing and submitting to the Primary or Supervising Evaluator a self-assessment by September 10<sup>th</sup> or within two weeks of the start of their employment at the school.
  - ii) The self-assessment includes:
    - (a) An analysis of evidence of student learning, growth and achievement for students under the Administrator's responsibility.

- (b) An assessment of practice against the four Performance Standards of Effective Leadership practice and any relevant Standards of Effective Teaching Practice, using the district's rubric(s).
- (c) Proposed goals to pursue:
  - (1st) At least one goal directly related to improving the Administrator's own professional practice.
  - (2nd) At least one goal directed related to improving student learning.

B) Proposing the goals

- i) Administrators may consider goals for grade-level, subject-area, department teams, school-level teams, district-level teams, or other groups of Administrators who share responsibility for student learning and results, except as provided in (ii) below. Administrators may establish teams to consider establishing team goals. Evaluators may participate in such meetings.
- ii) For New Administrators in their first year in a position, the Evaluator or his/her designee will meet with each Administrator by September 10<sup>th</sup> (or within two weeks of the Administrator's first day of employment if the Administrator begins employment after September 10<sup>th</sup>) to assist the Administrator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- iii) Unless the Evaluator indicates that a New Administrator in his/her second or third years in the current position should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, they may address appropriate shared team goals.
- iv) For Experienced Administrators with ratings of proficient or exemplary, the goals may be team goals. In addition, these Administrators may include individual professional practice goals



that address enhancing skills that enable the Administrator to share proficient practices with colleagues or develop additional leadership skills.

- v) For Experienced Administrators with ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared team goals.

8) **Evaluation Cycle: Goal Setting and Development of the Educator Plan**

- A) Every Administrator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Administrator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Administrators, by the Evaluator, or by teams of Administrators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Administrator has proposed in the Self-Assessment, using evidence of Administrator performance and impact on student learning, growth and achievement based on the Administrator's self-assessment and other sources that Evaluator shares with the Administrator. The process for determining the Administrator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.
- C) Educator Plan Development Meetings shall be conducted as follows:
  - i) Administrators meet with the Evaluator at the end of the previous evaluation cycle or by September 15th of the next academic year to develop their Educator Plan. Administrators working on an extended year schedule may meet during the summer hiatus.
  - ii) For those Administrators new to the school or district, the meeting with the Evaluator to establish the Educator Plan must occur by

September 15<sup>th</sup> or within three weeks of the start of their assignment in that school

iii) The Evaluator shall meet individually with Experienced Administrators with ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared team goals.

D) The Evaluator completes the Educator Plan by October 1st. The Administrator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Administrator's signature indicates that the Administrator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator Plan.

9) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – New Administrators**

A) New Administrators in the first year in a position shall have at least four unannounced observations during the work year.

B) In their second and third years in the position, Administrators shall have at least three unannounced observations during the work year.

10) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Experienced Administrators**

A) The Administrator whose overall rating is proficient or exemplary shall have at least three unannounced observations during the evaluation cycle.

B) The Administrator whose overall rating is needs improvement shall be observed according to the Directed Growth Plan during the period of Plan which must include at least five unannounced observations.

C) The Administrator whose overall rating is unsatisfactory shall be observed according to the Improvement Plan which must include both unannounced and announced observations. The number and frequency of the

observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

11) **Observations**

- A) The Evaluator's first observation of the Administrator should take place by November 15<sup>th</sup>. Observations required by the Educator Plan should be completed by June 1<sup>st</sup>, or as required by the Plan. .
- B) The Evaluator is not required nor expected to review all the indicators in a rubric during an observation.
- C) Unannounced Observations
  - i) Unannounced observations may be in the form of a school site or work site visitation or any other means deemed useful by the Evaluator. Visitations may include, but are not limited to: staff meetings, team meetings, classroom visits with supervising evaluator, walkabouts within the school or department, or individual conferences with students or parents.
  - ii) The Administrator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Administrator in person, by email, placed in the Administrator's mailbox or mailed to the Administrator's home.
  - iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of a similar administrative activity within 30 school days or within a reasonable timeframe with mutual agreement.

D) Announced Observations

- i) All Experienced Administrators on Improvement Plans and other Administrators at the discretion of the evaluator shall have at least one Announced Observation.
  - (a) The Evaluator shall select the date and time of the activity to be observed and discuss with the Administrator any specific goal(s) for the observation.
  - (b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Administrator, the Evaluator and Administrator shall meet for a pre-observation conference. In lieu of a meeting, the Administrator may inform the Evaluator in writing of the nature of the activity, the purpose served, the desired outcome, and any other information that will assist the Evaluator to assess performance
    - (1st) The Administrator shall provide the Evaluator a draft of the activity plan or agenda. If the actual plan or agenda is different, the Administrator will provide the Evaluator with a copy prior to the observation.
    - (2nd) The Administrator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Administrator as soon as reasonably practical.
  - (c) Within 5 school days of the observation, the Evaluator and Administrator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Administrator, but shall be rescheduled within 24 hours if possible.
  - (d) The Evaluator shall provide the Administrator with written feedback within 5 school days of the post-observation

conference. For any standard where the Administrator's practice was found to be unsatisfactory or needs improvement, the feedback must:

(1st) Describe the basis for the Evaluator's judgment.

(2nd) Describe actions the Administrator should take to improve his/her performance.

(3rd) Identify support and/or resources the Administrator may use in his/her improvement.

(4th) State that the Administrator is responsible for addressing the need for improvement.

12) **Evaluation Cycle: Formative Assessment**

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Administrators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms and administrative worksites. Evaluators are expected to give targeted constructive feedback to Administrators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Administrative Leadership Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Administrator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C) The Formative Assessment report provides written feedback and ratings to the Administrator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) No less than ten school days before the due date for the Formative Assessment report, which due date shall be established by the Evaluator

with written notice to the Administrator, the Administrator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Administrator may provide to the evaluator additional evidence of the Administrator's performances against the four Performance Standards.

- E) Upon the request of either the Evaluator or the Administrator, the Evaluator and the Administrator will meet either before or after completion of the Formative Assessment Report.
  - F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Administrator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Administrator's school mailbox or home.
  - G) The Administrator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.
  - H) The Administrator shall sign the Formative Assessment report within 5 school days of receiving the report. The signature indicates that the Administrator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
  - I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
  - J) If the rating in the Formative Assessment report differs from the last summative rating the Administrator received, the Evaluator may place the Administrator on a different Educator Plan, appropriate to the new rating.
- 13) **Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only**
- A) Administrators on two year Self-Directed Growth Educator Plans shall receive a Formative Evaluation report near the end of the first year of the two year cycle. The Administrator's performance rating for that year shall be assumed to be the same as the previous summative rating unless

evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Administrator on a different Educator plan, appropriate to the new rating.

- B) The Formative Evaluation report provides written feedback and ratings to the Administrator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Administrator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Administrator may also provide to the evaluator additional evidence of the Administrator's performance against the four Performance Standards.
- D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Administrator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Administrator's school mailbox or home.
- E) Upon the request of either the Evaluator or the Administrator, the Evaluator and the Administrator will meet either before or after completion of the Formative Evaluation Report.
- F) The Administrator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.
- G) The Administrator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Administrator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.

- I) If the rating in the Formative Evaluation report differs from the last summative rating the Administrator received, the Evaluator may place the Administrator on a different Educator Plan, appropriate to the new rating.

14) **Evaluation Cycle: Summative Evaluation**

- A) The evaluation cycle concludes with a summative evaluation report which must be written and provided to the Administrator by June 1st.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Administrator receives.
- D) For an Administrator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the Administrator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.
- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F) To be rated proficient overall, the Administrator shall, at a minimum, have been rated proficient on the Instructional Leadership Standard of Effective Administrative Leadership Practice.
- G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Administrator, the Administrator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Administrator may



also provide to the evaluator additional evidence of the Administrator's performance against the four Performance Standards.

- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Administrator face-to-face no later than June 1st.
- J) The Evaluator shall meet with the Administrator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 10th.
- K) The Evaluator may meet with the Administrator rated proficient or exemplary to discuss the summative evaluation, if either the Administrator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
- L) Upon mutual agreement, the Administrator and the Evaluator may develop the Self-Directed Growth Plan for the following work year during the meeting on the Summative Evaluation report.
- M) The Administrator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Administrator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- N) The Administrator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- O) A copy of the signed final Summative Evaluation report shall be filed in the Administrator's personnel file.

15) **Educator Plans – General**

- A) Educator Plans shall be designed to provide Administrators with feedback for improvement, professional growth, and leadership; and to ensure Administrator effectiveness and overall system accountability. The Plan

must be aligned to the standards and indicators and be consistent with district and school goals.

- B) The Educator Plan shall include, but is not limited to:
  - i) At least one goal related to improvement of practice tied to one or more Performance Standards;
  - ii) At least one goal for the improvement the learning, growth and achievement of the students under the Administrator's responsibility;
  - iii) An outline of actions the Administrator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Administrator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.
- C) It is the Administrator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

16) **Educator Plans: Developing Educator Plan**

- A) The Developing Educator Plan is for all New Administrators.
- B) The Administrator shall be evaluated at least annually.

17) **Educator Plans: Self-Directed Growth Plan**

- A) A Two-year Self-Directed Growth Plan is for those Experienced Administrators who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high. A

formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.

- B) A One-year Self-Directed Growth Plan is for Experienced Administrators who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is low.
  - i) For Administrators whose impact on student learning is low, the Evaluator and Administrator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

18) **Educator Plans: Directed Growth Plan**

- A) A Directed Growth Plan is for those Experienced Administrators whose overall rating is needs improvement.
- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C) The Evaluator shall complete a summative evaluation for the Administrator at the end of the period determined by the Plan, but at least annually, and in no case later than June 1st.
- D) For an Administrator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Administrator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E) For an Administrator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Administrator as unsatisfactory and will place the Administrator on an Improvement Plan for the next Evaluation Cycle.

19) **Educator Plans: Improvement Plan**

- A) An Improvement Plan is for those Experienced Administrators whose overall rating is unsatisfactory.

- B) The parties agree that in order to provide effective leadership for students, staff and the community and provide students with the best instruction, it may be necessary from time to time to place an Administrator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 60 calendar days and no more than one school year. In the case of an Administrator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.
- C) The Evaluator must complete a summative evaluation for the Administrator at the end of the period determined by the Evaluator for the Plan.
- D) An Administrator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Administrator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Administrator must take to improve and the assistance to be provided to the Administrator by the district.
- F) The Improvement Plan process shall include:
  - i) Within ten school days of notification to the Administrator that the Administrator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Administrator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Administrator.
  - ii) The Administrator may request that a representative of the Wareham Education Association attend the meeting(s).
  - iii) If the Administrator consents, the Wareham Education Association will be informed that an Administrator has been placed on an Improvement Plan.

- G) The Improvement Plan shall:
- i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
  - ii) Describe the activities and work products the Administrator must complete as a means of improving performance;
  - iii) Describe the assistance that the district will make available to the Administrator;
  - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
  - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
  - vi) Identify the individuals assigned to assist the Administrator which must include minimally the Supervising Evaluator; and,
  - vii) Include the signatures of the Administrator and Supervising Evaluator.
- H) A copy of the signed Plan shall be provided to the Administrator at the scheduled meeting. The Administrator's signature indicates that the Administrator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Administrator's status at the conclusion of the Improvement Plan.
- i) All determinations below must be made no later than June 15th. One of three decisions must be made at the conclusion of the Improvement Plan:
    - (a) If the Evaluator determines that the Administrator has improved his/her practice to the level of proficiency, the

Administrator will be placed on a Self-Directed Growth Plan.

- (b) In those cases where the Administrator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Administrator is making substantial progress toward proficiency, the Evaluator shall place the Administrator on a Directed Growth Plan.
- (c) In those cases where the Administrator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Administrator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Administrator be dismissed, minimally as an Administrator.
- (d) If the Evaluator determines that the Administrator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Administrator be dismissed.

**Timelines (Dates in italics are provided as guidance)**

<b>Activity:</b>	<b>Completed By:</b>
Superintendent meets with evaluators and administrators to explain evaluation process	<i>Start of school year, but no later than September 15</i>
Evaluator meets with first-year New Administrators to assist in self-assessment and goal setting process	September 10
Administrator submits self-assessment and proposed goals	September 10
Evaluator meets with Administrators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Administrator Plans	November 1
Evaluator should complete first observation of each Administrator	November 15
Administrator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)  * or four weeks before Formative Assessment Report date established by Evaluator	<i>January 5*</i>
Evaluator should complete mid-cycle Formative Assessment Reports for Administrators on one-year Educator Plans	<i>February 1</i>
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Administrator	<i>February 15</i>
Administrator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)  *or 2 weeks prior to Summative Evaluation Report date established by evaluator	<i>May 1*</i>
Evaluator completes Summative Evaluation Report	June 1
Evaluator meets with Administrators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 10
Evaluator meets with Administrators whose ratings are proficient or exemplary at request of Evaluator or Administrator	June 10
Administrator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 15

**A) Experienced Administrators on Two Year Plans**

<b>Activity:</b>	<b>Completed By:</b>
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	June 1 of Year 1
Evaluator conducts Formative Evaluation Meeting, if any	June 15 of Year 1
Evaluator completes Summative Evaluation Report	June 1 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	June 10 of Year 2
Administrator signs Summative Evaluation Report	June 15 of Year 2

**B) Educator Administrators on Plans of Less than One Year**

A) The timeline for Administrators on Plans of less than one year will be established in the Administrator Plan.

**20) Career Advancement**

- A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A supervisor considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on performance standards one and two, and overall on the most recent summative evaluation shall confer with the superintendent by May 1. The supervisor’s decision is subject to review and approval by the superintendent.
- B) In order to qualify to apply for a promotional position within administration, the Administrator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.
- C) Experienced Administrators whose summative performance rating is exemplary and, after 2013-14 whose impact on student learning is rated moderate or high, shall be recognized and rewarded with additional leadership roles, promotions, additional compensation, public



commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

21) **Rating Impact on Student Learning Growth**

- A) ESE will provide model contract language and guidance on rating Administrator impact on student learning growth based on state and district-determined measures of student learning. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter.

22) **Using Student feedback in Administrator Evaluation**

- A) ESE will provide model contract language, direction and guidance on using student feedback in Administrator Evaluation. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

23) **Using Staff feedback in Administrator Evaluation**

- A) ESE will provide model contract language, direction and guidance on using staff feedback in Administrator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

24) **General Provisions**

- A) Only Administrators who are licensed as administrators may serve as primary evaluators of Administrators.
- B) Evaluators shall not make negative comments about the Administrator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit a supervisor's ability to investigate a complaint, or secure assistance to support an Administrator.

- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.04), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Administrator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Administrator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Administrator request such a meeting, the Evaluator's supervisor must meet with the Administrator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- E) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.
- F) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Administrator, then no financial remedy or reinstatement shall issue if there was substantial compliance.

**B. Personnel Files**

1. Administrators 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 an Administrator's conduct, service, character, or personality, will be placed in the Administrator's personnel file unless the Administrator has been afforded an opportunity to review the material. The Administrator shall acknowledge that he/she 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 Administrator 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 Administrator's personnel file regarding an Administrator 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 Administrator.
- D. The Association recognizes the authority and responsibility of the Committee and its agents to discipline or reprimand an Administrator for delinquency in professional performance.
- E. No Administrator will be disciplined, suspended, or discharged without just cause.
  - 1. Nothing in this Article will inhibit the Committee's statutory right to non-renew an Administrator without statutory due process rights and it is agreed that the non-renewal of the contract of such an administrator shall not be grievable under the Grievance Procedure and Arbitration Provisions of this Agreement.
  - 2. The Committee and the Association agree that the annual Committee appointment/re-appointment of professional employees to coaching or extra-curricular positions shall not be grievable under the Grievance Procedure and Arbitration Provisions of this Agreement. However, any disciplinary action up to and including the dismissal of a coach or advisor, who is otherwise covered by this Contract, during the term of the Administrators annual appointment, shall be subject to just cause. In an arbitration relating to the dismissal of a coach or advisor, if the arbitrator sustains the Association's position, the arbitrator shall be limited to a monetary award. The arbitrator shall be without power or authority to reinstate the coach or advisor.
  - 3. It shall be the policy of the Committee to notify an Administrator of any action being taken concerning his/her suspension or dismissal before announcement or disclosure is given or made public.
  - 4. Any Association complaints made to any member of the Committee and/or the Superintendent will be shared first by the Association with the agent of the Committee about whom the complaint is going to be made.

## **Article XXII - Scheduling of Workshops**

The Committee and the Association agree that workshops may be beneficial to the educational process. Workshops will be scheduled by the Administration on a needs basis. Administrators will be given at least thirty (30) days' advance notice of workshops.

## **Article XXIII - Professional Development and School Business**

### **A. Professional Development**

Administrators may be authorized time off in pay status for professional visits to other schools, educational meetings, conferences, conventions, or other activities related to the improvement of professional skills and expertise. Requests for visitations will be in

writing and may be initiated by an Administrator, an Administrator's immediate supervisor, the Principal, or Central Administration. Such requests will be forwarded through channels to the Curriculum Director for his/her 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. Administrators 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 Administrator 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. Administrators shall be eligible for three (3) professional days per school year for the purpose of attending in-state conferences. Such days must be approved by their supervisor and reimbursement for registration and travel shall be provided.

Administrators may be approved for one (1) professional membership per school year (ex. AASA, ASCD, Elementary or Secondary Principals Association).

**B. School Business**

Whenever an Administrator, 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 XXIV - 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 non-flamatory 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 XXV - 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 XXVI - General Provisions**

- A. There shall be no reprisals of any kind taken against an Administrator by reason of his/her membership in the Association or participation in its activities.
- B. An Administrator shall be entitled to full rights of citizenship. No religious or political activities of an Administrator, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of the Administrator.
- C. If any provisions of this Agreement or any application of the Agreement to an Administrator or group of Administrators shall be found contrary to law, then such a provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- D. Regular part-time Administrators shall be entitled to the benefits of this Agreement in direct proportion to the time worked.

## **Article XXVII – Salaries**

- A. Salaries of the Administrators are set forth in Appendices attached hereto and made a part hereof.
- B. In the event that there is a day when an Administrator is not entitled to compensation, said Administrator shall be reduced by 1/201 or 1/211 (ms, asst. to prin. and dean), or 1/211 (elem., high school), 1/186 (housemaster) of his/her annual salary as set forth in the appendices of the Agreement. The number of workdays of a grandfathered/grandmothered Administrator depends upon the option which he or she has elected (§D below).
- C. After ten (10) consecutive days' absence of the principal, he/she may designate an administrator to assume the duties of the principal at the principal's per diem rate for the duration of the absence. The designation is not retroactive and will not result in another appointment or apportionment of the administrator's duties.
- D. Employees of the Committee, who were employed in positions covered by this Agreement at the time of its initial Agreement (June 2001), referred to as grandfathered/grandmothered employees shall have the option to work a year of either the smaller (201 for ms, asst. to princ. and dean: 211 for elem. or hs) or larger (211 elem., ms, asst. to prin. and dean: 218 hs) number of days as set forth above in § B of this Article. Should such an administrator opt for the longest work year, he/she shall be obligated to such longer work year for the remainder of his/her career in Wareham. Those hired after 7/1/05 are not eligible for the longer work year.

## Article XXVIII - Extended Leaves of Absence

- A. The Committee agrees that one Administrator 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 Administrator 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 Administrator or for the purpose of caring for a sick member of the Administrator's family where said Administrator's personal attention is required. If such leave is granted during the school year, the involved Administrator may not return to school until the September next following the granting of such leave. The Superintendent may waive this latter requirement. Additional leave may be granted at the discretion of the Committee. (Immediate family for the purpose of this section shall include father, mother, brother, sister, wife, husband, child, grandparent, or immediate-in-laws, or member of the immediate household.)
- D. The Superintendent shall grant a leave of absence without pay or increment to any Administrator 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, requests for extended leaves other than those set forth above may be granted by the Superintendent in the exercise of his/her sole discretion which shall not be grievable or arbitrable.
- G. Administrators 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 an Administrator was entitled at the time his/her leave commenced will be restored upon return; and the Administrator will be assigned to the same position held at the time said leave commenced, or to an equivalent position, if possible. Any Administrator 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. An Administrator 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 Administrator'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 Administrator on leave may be terminated from the School System.

## Article XXIX - 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: NOTE: As a matter of clarification, members of the bargaining unit whose positions are state or federally funded, partially or totally, shall be within the discipline in section B. 1 and all the provisions of this Article shall apply.

1. Insofar as possible, normal attrition will be used whereby Administrators who retire or resign will not be replaced if there are fully qualified Administrators available who are capable of filling such positions and who would otherwise be subject to layoff. Administrators not under regular contract or who are on temporary status (e.g. Administrators filling in for Administrators on leave of absence or long-term substitutes) will be laid off first, provided that there are fully qualified permanent Administrators available who are capable of performing all the duties of the Administrators to be laid off.
2. In case of reduction in the administrative staff, an Administrator with due process rights shall not be laid off if there is an Administrator without due process rights employed whose position the Administrator with due process rights is qualified to fill.
3. In the event that layoffs are necessary, Administrators with due process rights within the affected school levels (elementary, middle, and high) shall be laid off in inverse order of seniority except in the following situations:
  - a. If the most junior Administrator holds a position which no other Administrator within the group and discipline is qualified, as determined by the Superintendent subject to a reasonableness standard, to fill, the least senior Administrator holding a position which can be filled by another Administrator will be laid off.
  - b. A more senior Administrator within the school level and the group has received three consecutive unsatisfactory final evaluation reports in the three school years preceding the reduction in force, in which case said senior Administrator may be laid off in place of the least senior Administrator.
4. The above selection process can result in one or more transfers of personnel from one assignment or building to another.

## B. Definitions

1. **School Level**
  - Elementary Level (pre-k through 4)
  - Middle School (grades 5 through 8)

High School (grade 9 through 12)

**2. Seniority**

- a. Seniority shall be defined as the length of continuous service in years, months, and days in the Wareham Public Schools in a position of assistant principal, assistant to the principal or dean. Seniority shall be computed from the date of the Superintendent's letter of appointment. Regular part-time service will be prorated in determining seniority.
- b. 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. Any remaining ties shall be broken by the level of education of each employee involved as reflected in Appendix A of this Agreement. In the event of further ties, a lottery shall be conducted.
- c. Fall Back – An Administrator, who had accrued seniority as a member of Unit A, will have fall-back rights pursuant to the provisions of this Article, equal to the amount of time served as a member of Unit A in the area of their teaching experience.
- d. Fall back - Notwithstanding Section 2a above and pursuant to this Article, members of the Association who fill a promotional position (see Article XXI, Section B) within the Wareham School Department but outside of the Wareham Education Association, Inc., and had fall-back rights pursuant to the provisions of this Article, shall retain said fall-back rights for a period of five (5) years to the extent of their accrued seniority.

**3. Certification**

- a. For the purpose of this Article, "certification" shall mean an Administrator's official credentials as mandated by, and on file with the Massachusetts State Department of Education Bureau of Certification. In implementing the procedures set forth in this Article, the Administrator's certification to be utilized is that certification on file in the Superintendent's Office at the time the Committee votes a reduction in force.

**C. Seniority List and Procedure to Challenge the List**

- 1. By February 1 of each school year, the Superintendent will post a seniority listing, which will have been determined as of the immediately preceding December 31st, by disciplines of all professional personnel represented by the Association. If so certified, personnel may appear on the seniority list in more than one discipline (as



defined above) if they are teaching or have taught in more than one discipline in the Wareham School System. Said seniority list shall be forwarded to the President of the Association and posted in all buildings. Administrator with the greatest length of seniority (as previously defined) will be listed first in each discipline; Administrator with the least amount of service will be placed last on the list.

2. Any Administrator 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. Said challenges shall be jointly reviewed by the Superintendent and 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 names, and after striking alternately two names, the remaining name shall be the neutral third party. This panel shall render its decision prior to April 1st.

An Administrator 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 Administrator and, if the Administrator 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 Administrator, 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 purposed 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. An Administrator on leave of absence shall be eligible to be laid off as though he/she was 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 15 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. Administrators laid off due to reduction in force shall be placed on the recall list for thirty-six (36) months from the effective date of the layoff. The effective date of layoff will be the last day worked by the Administrator. While the previous sections of this Article do not apply to Administrators without due process rights, such Administrators shall be granted full coverage under his Section F. The period of layoff, however, shall not count toward Administrator due process status.
2. Administrators on the recall list will be recalled to vacancies in their last previous administrative discipline in the reverse order of their layoff. An Administrator on layoff will also be offered job openings in other disciplines in which he/she holds certification (in reverse order of layoff) provided that there are no current faculty members on layoff from such disciplines. Administrators on the recall list will be given first priority in filling long-term substitute teaching vacancies in their field of certification and/or experience. 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 Administrators 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 Administrators as a result of this or successive collective bargaining Agreements will be received only by those Administrators actively employed.
4. Administrators 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 Administrator 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 Administrator's insurance.
5. Administrators 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 an Administrator is entitled to be recalled as set forth above, the appropriate Administrator on the recall list will be notified by certified mail at the 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 Administrator shall be dropped from the recall list. It shall be the responsibility of the Administrator on the recall list to inform the Office of the Superintendent, in writing, of changes of address. The Superintendent shall have the right to notify more than one Administrator at a time of vacancies and will inform those Administrators of their respective placement on the recall list.
  7. Administrators on the recall list shall have priority in filling vacancies as hereinbefore set forth. No new Administrators or teachers shall be hired to fill such vacancies until all appropriate Administrators on the recall list have been offered the vacancy.
  8. Upon return to employment from the recall list, Administrators will have accumulated to their accounts the same number of sick days which they had accumulated at the time of their layoff. Administrators laid off during the school year, upon return, will be placed on the next step of the salary schedule. Administrators filling temporary vacancies at the time of layoff due to reduction in force shall have no recall rights.
- G. Except as set forth below, nothing in this article shall act so as to diminish the rights of Administrators under Chapter 71, Sections 41 and 42 of the General Laws of the Commonwealth of Massachusetts.

In recognition of the fact that a layoff is treated as a leave of absence in this Article, an Administrator who accepts such a leave in lieu of dismissal shall waive, in writing, any present or future rights to a dismissal hearing which he or she may have pursuant to Chapter 71, Section 42. An Administrator may elect to have his layoff treated as a dismissal in which case such Administrator shall be afforded his full statutory rights.

### **Article XXX - Job Sharing**

- A. A job sharer is a professional employee who shares a position with another professional employee. Job sharers divide the salaries, benefits and responsibilities of one full-time job. The terms "employee", "Administrator", or "job sharer" shall include all members of the Bargaining Unit mentioned in the Recognition Clause of the Agreement between the Wareham School Committee and the Wareham Education Association. For purposes of this proposal, terms "Administrator" and "Administrator B" will refer to the two job sharers.

Employees who want to share a job must give a written proposal to the Superintendent by March 15th. It is at the discretion of the Committee to accept or reject the proposal. Acceptance or rejection of a job sharing proposal is not subject to grievance or arbitration.

Unless otherwise specified herein, the terms and conditions of employment listed in the Agreement between the Wareham School Committee and the Wareham Education Association are applicable for job sharers, excluding Article XVII, Sabbatical Leave.

**B. Salary**

The salary for job sharers will be prorated. Each employee will earn one half (1/2) of his/her appropriate full-time annual basic salary pursuant to the terms of the Agreement, except when the employee works a full day, pursuant to the provisions of this proposal. On such days, the Administrator will be paid his/her daily rate of compensation.

**C. Seniority**

The service of job sharers will be prorated in determining seniority.

**D. Sick Leave**

Job sharers will be entitled to fifteen, half (1/2) sick days allowed per year for absences due to Article XIV, Sick Leave.

**E. Paid Temporary Leaves of Absence**

1. Personal Leave - Job sharers will be entitled to three, half (1/2) days as allowed per year pursuant to Article XV, Paid Temporary Leaves of Absence.
2. Bereavement Leave - Job sharers will be entitled to those days as allowed pursuant to Article XV, Paid Temporary Leaves of Absence.

**F. Health Insurance, Dental Insurance and Life Insurance**

1. Those employees in a job-sharing arrangement as of the date of this memorandum of agreement shall continue with the following:  
Employees A and B will decide the manner in which health insurance, dental insurance and life insurance will be shared so that the cost to the town does not exceed that of one professional employee. The manner in which insurance will be shared shall be included in the job sharing proposal.
2. As to employees who enter a job-sharing arrangement after the date of this memorandum of agreement, only those who work twenty (20) hours or more per week shall be entitled to health, dental and life insurance.

## G. Administrator Assignment

1. **Duration of Assignment** - The job sharing assignment will last not less than one full year. In the event that the employee referred to as the Administrator resigns from the school system, is terminated by the Committee, or dies, then Administrator B will work full-time and assume all responsibilities of the full-time position for the remainder of the school year. Administrator B will receive full-time benefits.
2. **Change in Assignment** - The participation of employees in job sharing shall be on a voluntary basis. An employee who is employed on a full-time basis and who desires to participate in a job sharing position shall inform the Superintendent, in writing, that he/she is willing to accept the reduction from a full-time to a part-time position. Such Administrator shall also indicate, in writing, that he/she understands that once such reduction to a part-time position is made, the Administrator cannot thereafter displace or intrude upon the position of a less senior Administrator to attain full-time status. This would not preclude a job sharer from applying for full time vacancies which arise to which no Administrator on a recall list is entitled to be recalled. In the event that the job sharing position is eliminated the more senior job sharing Administrator will fill the position which was formally shared. The less senior job sharer will be given preference for a full-time vacancy, if qualified in the opinion of the Superintendent. If there is not a full-time vacancy available then he/she will be placed on the recall list in accordance with Article XXXIII.

Note: Nothing in the section shall preclude other members of the Bargaining Unit from requesting transfers or reassignments.

## J. Responsibilities

1. **Length of Workday** - Each job sharer will work one-half (1/2) of the workday as per Article XX.
2. **Proposal Requirements** - A written proposal to the Superintendent must include:
  - a. Names of job sharers.
  - b. Work Experience.
  - c. A daily schedule with fifteen minutes per day provided for joint conferencing in lieu of lunch.
  - d. A division of benefits that does not exceed that of one full-time employee (subject to section F of this article).
  - e. Annual salary to be prorated by each job sharer.

### **Article XXXI - Course Reimbursement**

- A. Administrators shall receive one thousand dollars (\$1,000) per contract year (September 1 - August 31) for reimbursement of tuition and mandatory fees for approved courses. Up to five hundred (\$500) of these funds may be used toward the cost of attending conferences, workshops, and professional meetings approved in advance by the Superintendent or her or his designee. The five hundred (\$500) may be used for registration/attendance fees, materials, and other purposes approved by the Superintendent.
- 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. Administrators 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 XXXII - Agency Fee**

- A. 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, or thirty (30) days subsequent to the execution 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, Plymouth County Education Association, Massachusetts Teachers Association, and National Education Association.
- B. The Association agrees to indemnify and hold harmless the Committee against any and all claims, suits, or other forms of liability arising out of the deduction of said Agency Service Fee from an employee's pay, or out of the application of this Article. The Association shall assume full responsibility for the disposition of the monies so deducted once they have been released to the Treasurer of the Association. Said Treasurer shall provide to the Committee any information that may be required pursuant to the Massachusetts General Laws, Chapter 180, Section 17G.

**Article XXXIII – Longevity**

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 a longevity benefit of \$3,333.33. After the bargaining unit member has received longevity for three (3) years, the bargaining unit member’s salary shall revert to the salary as specified in Article XXXI.

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.

The provisions of this Article shall not apply to bargaining unit members hired subsequent to July 1, 2010

**Article XXXIV – Duration**

- A. The effective date of this Agreement shall be for the period covering July 1, 2015 through June 30, 2018.
- B. This Agreement shall automatically renew itself for a successor term of one (1) year each unless, by the first day of November, 2017, 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 been completed by the expiration date, the current contract shall remain in effect until such time as a successor agreement is negotiated.

\_\_\_\_\_  
Chair, Wareham School Committee

\_\_\_\_\_  
President, Wareham Education Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **Appendix A - Basic Salaries**

### **1. Salary Schedule**

Unit B salaries shall utilize the Unit A, Appendix A Salaries as the basis for calculation of Unit B salaries. (See attached schedules)

### **2. Advancement on Salary Schedule**

- A. Masters Degree
- B. Masters Degree with 15 additional hours of graduate or approved study and matriculating in an NEASC graduate approved program.
- C. Masters Degree with 30 additional hours of graduate or approved study and matriculating in an NEASC graduate approved program.
- D. Two Masters Degrees provided one of the Masters Degrees is in the subject field of the Administrator; CAGS; or an earned Doctorate of Philosophy or Education.
- E. Masters Degree with 60 additional hours is available to those administrators who are currently in this column.

### **3. Administrator's Eligibility for Column Movement**

- A. In order for Administrators to be eligible for the additional pay outlined above, Administrators must receive course approval from the Superintendent prior to the taking of each course.
- B. Changes in the schedule for individual Administrators shall be made twice a year, (October 1; February 1) provided, however, that documentation from the particular institution has been submitted to the Superintendent prior to the effective date of the change.

### **4. Placement on Salary Schedule**

- A. Placement on the Salary schedule shall be equivalent to the number of years teaching. (Example: a second-year Administrator shall be on the second step of the Salary Schedule.)  
Administrators shall advance on the salary schedule one step annually (except as noted in Article XVI, Section F).  
Note: Step 20 is for an Administrator who is commencing his/her 20th year of service in the Wareham School System. Step 25 is for an Administrator who is commencing his/her 25th year of service in Wareham and holds at least a Masters Degree. Step 30 is for an Administrator who is commencing his/her 30th year of service in Wareham and holds at least a Masters Degree.
- B. Any Administrator new to the Wareham School System will be placed on the appropriate column of the salary schedule. Step placement shall be at the



discretion of the Superintendent, but may not exceed the Administrator's number of years in education. Such placement shall not be grievable nor arbitrable.

**5. Method of Salary Payment**

Administrators may opt to have annual salaries paid in weekly equal installments to be paid during the school year.

**6. Curriculum Workshops and Committees**

It is agreed and understood that the predeterminations and description of each of the designations set forth herein shall be made by the Curriculum Management Committee with the approval of the Superintendent. Participation in each will be strictly voluntary and made only with informed consent.

- a. Workshops/Committees requiring extensive preparation/follow-up of current curricular concern (e.g., Curriculum Development Committees) - \$33.00 per hour.
- b. Workshops such as the Reading Workshop and Composition Workshop - \$33.00 per hour.
- c. Instructors of Workshops which fall within the scope of b. above - \$33.00 per hour.
- d. If any Administrator acts as an instructor, he/she shall be compensated for preparation time equal to the rate of one hour prep for each three hour workshop/committee (1.33 times the hourly rate).

The positions stated above shall be posted in all faculty rooms ten (10) days before the final date by which the application must be submitted.

**7. Stipendiary Positions and Salaries**

Members of Unit B are eligible to apply for stipend positions as delineated within the Agreement between the Wareham School Committee and the Wareham Education Association Unit A as noted in Unit A Appendices A, B, and C:

**a. Equity Coordinators**

Equity Coordinators shall receive an annual stipend which will be paid in two (2) equal payments, January 15 and the end of the school year as follows:

- Minot Forest, Decas \$443
- Middle School, High School \$666

**b. Coaches Salaries**

Head Coach Salaries

New coaches shall start at Step 1. Coaches shall advance one step annually.

**Group I**

Football Head	Step 1	\$5,901
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Step 2	\$6,638
Step 3	\$7,379

**Group II**

Basketball Head	Step 1	\$4,759
Field Hockey Head	Step 2	\$5,165
Soccer Head	Step 3	\$5,901

**Group III**

Baseball Head	Step 1	\$2,952
Spring Track Head	Step 2	\$3,690
Winter Track Head	Step 3	\$4,759
Softball Head		
Trainer (per year)		

**Group IV**

Cross Country Head	Step 1	\$2,582
Golf Head	Step 2	\$2,952
Tennis Head	Step 3	\$3,321
Volleyball Head		

**Group V**

Fall Cheerleading Head	Step 1	\$1,843
Winter Cheerleading Head	Step 2	\$2,214
Physical Fitness Head	Step 3	\$2,582
Faculty Manager		

**Assistant Coach Salaries**

Assistant Coaches will receive sixty percent (60%) of their appropriate step. Newly appointed coaches shall start at sixty percent (60%) of Step 1. In sports with three (3) or more assistants, one assistant will be named first assistant and receive an additional stipend of \$110. Coaches shall advance one step annually.

**Intramural Instructors**

Fall positions - Winter positions - Spring positions

Each instructor shall be paid for eight (8) hours per week for eight weeks:

- c. Extra-Curricular Advisors, Coaches and Intramural Instructors shall be appointed annually. Incumbent Extra-Curricular Advisors who hold such positions will be notified by June 1 of the school year if they are not being recommended for rehire. Incumbent coaches and Intramural Instructors will be notified within forty-five (45) days of the end of the season if they are not being recommended for rehire. Unit B members who are interested in applying for such positions may apply in accordance with Article XX, Sections A, C and D.

d. **Advisors**

**Salary Schedule**

**Level I        \$704**

**High School**

Art  
Band Assistant  
Class Advisor-Grade 9  
Class Advisor-Grade 10  
Debate  
Drama Assistant  
Environmental Awareness  
Faith  
Foreign Language  
Jr. National Honor Society  
Multicultural  
Peer Leaders  
Peer Mediation  
Safe Schools Alliance  
Tomorrow's Teachers  
Medical Careers

**Middle School**

Art  
Band  
Chorus  
Garden  
Math – Grade 6  
PE Student Leaders  
SADD  
Peer Mediation

**Level II        \$986**

**High School**

Chess  
Choir  
Literary Magazine  
Science Fair

**Middle School**

Class – Grade 8  
Natures Classroom  
Yearbook

**Level III       \$1409**

**High School**

Class – Grade 11  
Class – Grade 12  
Code  
Color Guard/Flag Corp  
SADD  
Math

**Middle School**

Drama  
Honor Society  
Student Newspaper

**Level IV        \$1978**

**High School**

DECA (2 positions)  
Nat. Honor Soc.w/Hon.Bowl  
Student Government  
Newspaper (duty free)

**Middle School**

Multicultural  
Renaissance  
Student Council  
Washington D.C.

**Level V**

**Elementary**

Band \$2,799

**High School**

Accountant (athletics & extra curricular) \$4,008

Aquaculture (per trimester) \$1,968

Band \$4,347

Drama \$3,707

Video \$2,799

Yearbook (duty free) \$2,689

**e. Payment of Advisor Salaries**

1. If the advisor position is a half-year position, the advisor shall be paid at the completion of his/her duties. If the position is a full year position, the advisor shall receive two equal payments. Payments shall be made on or about January 15 and at the end of June of the school year that such position is held.
2. Clubs must have a minimum of five (5) participating students. Annually, an initial report shall be submitted to the Principal establishing the anticipated goals for the club/activity listed in Section A above. An annual report must be completed and submitted to the Principal by June 1 before final salary reimbursement is issued. If the report is not made the advisor(s) will not be paid.
3. Newly formed clubs and activities must receive prior recommendation from the building Principal. The Principal will request the endorsement of the Committee and the Committee may recognize that position. Once recognized, the advisor is eligible to receive payment of Level I compensation subject to the provisions stated above. In addition, an interim report must be filed with the Principal. These newly created positions are viewed as "pilot programs". The Association and Committee agree to negotiate these positions at the conclusion of their first year.

APPENDIX B  
Administrator Rubric

# **Unit B Agreement**

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**between  
WAREHAM SCHOOL COMMITTEE  
and  
WAREHAM EDUCATION ASSOCIATION, INC.**

**July 1, 2015 – June 30, 2018**