Agreement Between

THE WAREHAM EDUCATION ASSOCIATION, INC.

and

THE WAREHAM SCHOOL COMMITTEE

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THE WAREHAM EDUCATION ASSOCIATION, INC. UNIT A

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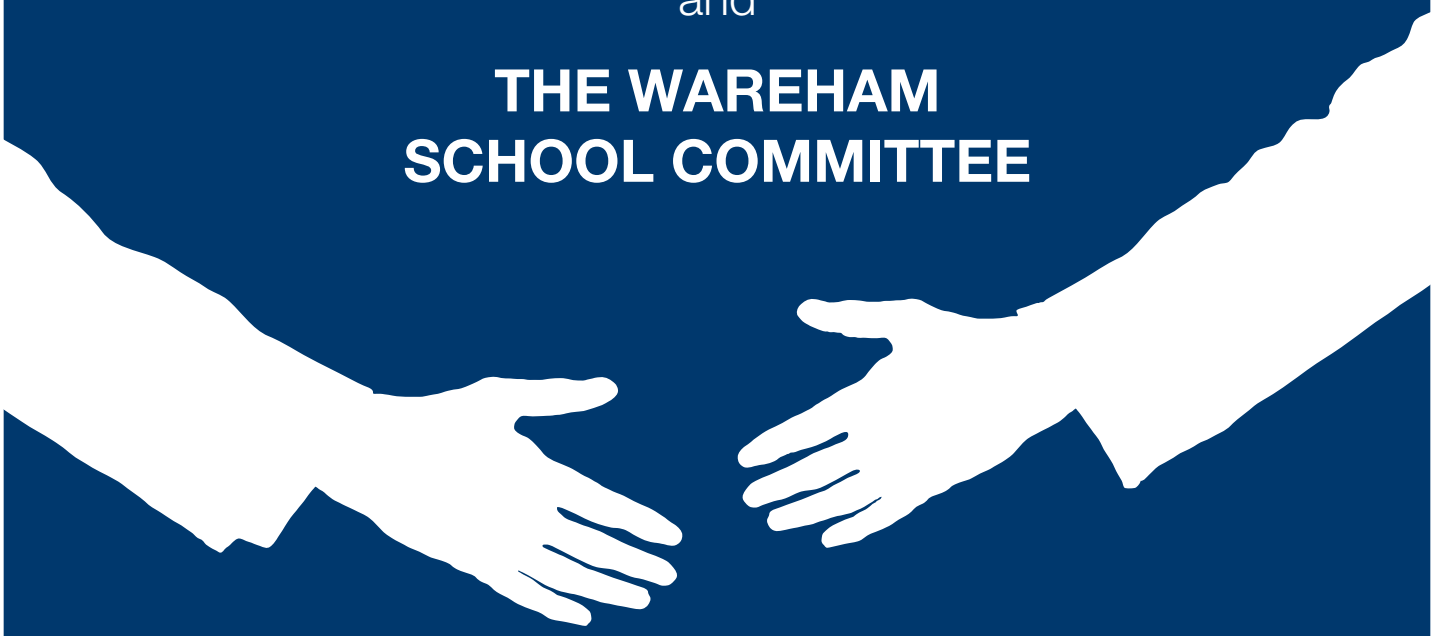

September 1, 2024 - August 31, 2027

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PREAMBLE

Pursuant to the provisions of Chapter 150E, this Agreement is entered into this 1st day of September 2021, 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, "Unit A", as the exclusive bargaining agent for the following full-time and regular part-time professional employees, including those employees in positions which are state and federally funded, as follows: Classroom teachers, including Art, Music, Physical Education Specialists; Team Chairs; Teachers of Distributive Education; Special Needs; Special Needs Classroom Resource Room, Speech and Language Therapists/Pathologists, Teachers for the Visually Impaired; Librarians; Audio-Visual Director; Nurses; Deans; Department Chairs; Guidance Vocational, Special Needs Vocational, Guidance Counselor, Adjustment Counselor, School Psychologist; Work Study/Work Experience Counselor; Title 1 Supervisor; Long term substitutes; Lead Teachers; Instructional Leaders; Adjustment Counselor, Behaviorist, JROTC Instructor, Social Worker and excluding as follows: Principals, Assistant Principals, Assistant to the Principal, Chapter 188 Supervisor and Directors (Transportation, and others defined by DESE in the 2019 revised subject matter guidelines), Teacher Assistants, School Secretaries/Clerks, Substitutes, Tutors, Nurse Practitioners, and Custodians.

B. Long-term substitute teachers are teachers employed at least ninety-one consecutive working days in one position. Long-term substitutes will commence full coverage and benefits on a pro-rata basis under this contract on the ninety-second (92) workday of employment. The Superintendent, in his/her sole discretion, may place such long-term substitutes on the first, second, or third step of the Bachelor's Column of Appendix A.

C. In the event the Committee hires a teacher for a full teacher work year, then such teacher shall be covered by the terms and conditions of this Agreement for one year. This provision shall not be applicable to Special Substitutes.

D. Unless otherwise specified, the term "teacher" shall include all members of the Bargaining Unit.

E. Unless otherwise specified, the benefits of a part time bargaining unit member shall be prorated. The proportions of benefits received shall be equal to the percent of employment vis-à-vis full time employment.

Article II - Compensation and Other Conditions of Employment

A. 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 teachers covered by this Agreement on the effective date of this Agreement shall continue to be so applicable.

B. CORI

In compliance with the provisions of Chapter 385 of the Acts of 2002, the Superintendent of Schools and his/her designee shall request and review CORI checks. Employees shall be made aware that CORI reports concerning them are being requested and when such request is actually made. Such checks shall take place not more than once every three (3) years. Employees shall be made aware that upon request they shall be provided with a copy of the CORI report received by the Superintendent. All CORI reports shall be kept in a separate, secure file maintained in the office of the Superintendent. Upon termination of employment, an employee may request in writing, that s/he be given his/her reports.

After review of a CORI report, the Superintendent, if s/he deems it necessary, may meet with the employee who may at such meeting, be represented by the Association. Any and all personnel actions resulting from information acquired from a CORI report shall be conducted pursuant to the provisions of the collective bargaining agreement and the General Laws of the Commonwealth.

Article III - Non-Discrimination Clause

Teacher 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 teacher 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 and/or Superintendent under the statutes of the Commonwealth or the rules and regulations of agencies of the Commonwealth. The Committee and/or Superintendent retain those rights, powers, and duties they now have or may be granted, or have conferred upon them by law, unless modified or changed by this Agreement. Any action made by the Committee and/or Superintendent pursuant to those matters reserved to them 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 teacher, the Association, or a class of teachers.

3. Days - Days shall mean school days except during the summer recess when days shall mean when the Central Office is open.

B. 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.

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.

All grievances brought before the Committee will be held in executive session.

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 state 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 to 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, s/he 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, s/he may appeal the decision to the Committee within twenty (20) days from receipt of the Level 2 decision. At this time, a Level 3 Association Grievance, involving a class action grievance, will identify the individuals involved. The Association will submit an estimate of the amount of time the Association will need to present the grievance. The Association and the Superintendent will mutually agree upon the school committee meeting date and will schedule a time slot during which the grievance will be presented. Within fifteen (15) days from said meeting, a written response will be sent to the grievant and the Association.

Level 4 – Arbitration
a. If the grievance has not been resolved at Level 3 to the satisfaction of the Association within fifteen (15) days after the receipt of the decision at Level 3, the Association and the Committee shall forthwith attempt to mutually select an arbitrator and to secure his/her services to hear the grievance. If within ten (10) school days following the Committee's receipt of the Association's written notice, the parties have not been able to select an arbitrator, the Association shall forthwith submit the grievance to the American Arbitration Association, Boston, Massachusetts, for disposition in accordance with the applicable rules of the American Arbitration Association. The Arbitrator's decision will be final, binding and in writing, and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted by the parties.

b. The Arbitrator is without authority to render a decision 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. If a grievance is not initiated or appealed in accordance with this Grievance Procedure, the grievance shall be deemed waived.

Association grievances which affect the teachers 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 grievances occurred or when the grievant should have known of said occurrence.

No written document or record relating to any grievance shall be filed in the personnel folder of any teacher.

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 - Mileage Reimbursement

A. Teachers shall be entitled to mileage reimbursement of an amount equal to the rate per mile as established by the U.S. Internal Revenue Service.

B. Teachers seeking reimbursement must notify the Superintendent's office, in writing, on a form which will be provided.

Article IX - Notification to Teachers

Each teacher 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 X - Termination of Services

Teachers shall give thirty (30) school days' notice when terminating their services. A teacher resigning between August 1 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 teacher involved. Unless so approved by the Superintendent,

violation of this provision will be included in any future reference requests.

Article XI - Payroll Deductions

A. Dues

1. The Committee agrees to deduct from the salaries of its teachers dues for the Association, the Plymouth County Education Association, the Massachusetts Teachers Association and the National Education Association, and Associations for which teachers individually and voluntarily authorize the Committee to deduct and to transmit the monies promptly to such Association or Associations. Teacher authorization will be in writing in the form set forth infra.

    a. In the event that a mandatory agency fee is reinstated either through a binding court decision or through legislation, the Parties agree that the agency fee language will be consistent with any binding decision.

    b. All new employees must submit direct deposit information to payroll.

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 stated prior to September 30. The Committee will notify the Association monthly of any changes in said list. Any teacher desiring to have the

Committee discontinue deductions s/he previously authorized must notify the Committee and the Association concerned in writing sixty (60) days prior to the commencement of the school year.

6. The Association shall indemnify and save the Committee and/or the Town harmless against all claims, demands, suits, or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this Article.

B. **Other Deductions**

Other deductions will be allowed at the request of the teacher for the following:

Professional dues	Life Insurance
A bank or credit union	Health Insurance
Annuity Programs	Cafeteria Plan

Article XII - 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 XIII - Sick Leave

A. Teachers shall be allowed fifteen (15) days per year for absences due to said teacher's personal illness, disability, or injury; or illness or injury in the immediate family (as defined in Article XIV, subsection C). The fifteen (15) days per school year shall be effective as of the first day worked by the teacher in each school year. First year teachers shall be granted three (3) days sick leave at the beginning of their employment and shall accrue sick leave at the rate of one and one half days per month beginning in the third month of their employment.
Following five days of sick leave usage in any school year, if a good faith determination of a pattern of sick leave misuse is made by the administration, they may request a doctor's certificate. Such request shall not be made in an arbitrary or capricious manner.

B. Sick leave that is not used each year shall accrue. Any unused personal leave days (as defined in Section XIV, A) will be contributed to accumulated sick leave. The maximum accrual shall be 130 days. When a unit member reaches the maximum accrual, the member will still receive an annual allowance of 15 sick days at the beginning of the school year in which he/she may utilize prior to accessing the 130 days accrual. At the end of the school year, the sick day balance defaults back to 130 days for all unit members who have reached maximum accrual..

C. **Sick Bank**

1. A sick leave bank for all nurses and members of the bargaining unit with Professional Teacher Status shall be established. The Wareham School Committee shall make an initial contribution of one hundred (100) sick days. Eligible teachers who wish to be members of the sick leave bank shall become members by contributing one sick day of their accumulated sick leave each year until the bank contains five hundred (500) sick days. Teachers who enter the Wareham School Department and/or become Professional Teachers after the establishment of the sick leave bank shall become eligible by contributing one sick day to the bank. As of September 30 each year, if the sick bank contains fewer than 500 sick days, eligible teachers shall contribute one

sick day in order to remain a member. Sick bank members will remain active members unless they notify the clerk in writing by September 15 of the school year. New members must sign up by September 15.

2. The sick leave bank shall be administered by a joint committee consisting of two school committee members appointed by the Wareham School Committee, three (3) Wareham Education Association sick bank members appointed by the Wareham Education Association, and the Superintendent of Schools who shall be a non-voting member who serves as the Clerk of the Committee. School Committee members and Wareham Education Association members of the Sick Bank Committee shall be appointed annually and limited to a maximum term of four (4) years. The Clerk shall be responsible for posting an annual list of available days in the bank. The decisions of the Sick Leave Bank Committee shall be shared with the member requesting the sick bank leave.

3. Eligible members who have used up all of their accumulated sick leave may apply to use the sick leave bank provided that application is made to the Sick Bank Committee, and said application states the nature of the disability and the anticipated period of recovery. A physician's letter confirming the disability and anticipated period of recovery shall accompany the application.

4. The minimum number of sick days that can be granted for a single disability shall be five (5) and the maximum number shall be fifty (50). Sick leave bank members are eligible to apply to the Bank up to two times per disability for a total amount of days not to exceed one hundred (100).

5. In the event of a new contract or an extension of an existing contract, the balance of days in the sick leave bank will be carried over to the succeeding contract.

Article XIV - Paid Temporary Leaves of Absence

A. **Personal Leave**

Teachers will be entitled to three (3) days of absence for personal, business, legal, household or family matters which require absence during school hours. Applications 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. Any unused personal leave days, with the exception of said carry over day, will be added to accumulated sick leave subject to the 130 sick day accrual maximum (as defined in Article XIII, B). Personal leave shall not be taken for the purpose of extending a school recess or holiday period. If a personal leave is requested immediately prior to or following a vacation, the Superintendent will review the request and may grant it under extraordinary circumstances. 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 a teacher is required to appear in a Court of Law in a case arising out of his/her employment in the Wareham School System, s/he shall suffer no loss of pay and such absence shall not be deducted from his/her excused absences; provided, that s/he is found not guilty in such court proceeding of a crime involving moral turpitude or negligence in the performance of assigned duties.

C. **Bereavement Leave**

Up to five (5) school days at any one time will be granted in the event of the death of a member of the teacher's immediate family or a more distant relative residing in said teacher's household. The Superintendent may authorize two (2) additional days 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, foster children and members of the teacher's immediate household.

Up to three (3) school days per school year will be granted, either consecutively or separately, in the event of the death of the following: person(s) of significance. The Superintendent may authorize two (2) additional days leave when deemed advisable by the existing circumstances.

D. **Association Leave**

The Association shall be granted annually a total of eight (8) work days to attend conventions, meetings or conferences sponsored by the Massachusetts Teachers Association or the National Education Association. The Superintendent will consider requests for time off for the Association President during the school day when said Association business cannot be conducted outside of school hours. The Superintendent will not withhold consent unreasonably. The Association President will be permitted to use a portion of the eight Association days for Association business which cannot be conducted outside of school hours.

E. **Jury Duty**

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

F. **Military Leave**

Teachers 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 ensure that such teacher shall not receive less than said teacher's annual contracted salary s/he would have received but for such military service.

G. **Religious Holidays**

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

Article XV – Parental/Maternity/Placement/Adoptive Leave

A. Consistent with M.G.L. Ch. 149, Section 105D, an employee who has completed the initial probationary period set by the terms of employment, not to exceed 3 months, or, if there is no such probationary period, has been employed by the same employer for at least 3 consecutive months as a full-time employee, shall be entitled to one (1) week of paid parental leave provided by the district separate from accrued sick leave within the allotted 8 weeks of parental leave for the purpose of giving birth, for bonding with a child, for the placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled, for adoption with the employee who is adopting or intending to adopt the child; provided, however, that any 2 employees of the same employer shall only be entitled to 8 weeks of parental leave in aggregate for the birth or adoption of the same child.

B. For parental leave for the purpose of giving birth:

1. A teacher requesting a parental leave for the purpose of giving birth **(**maternity leave**)** shall indicate in her request to the Superintendent the total length of leave desired including disability sick leave and extended unpaid leave. A teacher may request only disability leave or a combination of disability and extended unpaid leave, but the total maternity leave shall not exceed two (2) school years. The combination of disability and unpaid leave may include unpaid leave before the disability period and/or after the disability period. A teacher 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. Said notice shall include certification by the teacher's attending physician/medical practitioner of such anticipated delivery date.

2. The teacher who desires to return to work at the end of her disability period may then return to work. A teacher 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 teacher so requests, for the next following school year. The teacher may elect to return prior to the end of the school year but must return at the beginning of a marking term. Teachers of Pre-K - 4 will return one week prior to the elected marking term and be paid per diem to attend half (1/2) days so as to allow for a smoother transition back into the classroom. Teachers of 5-12 will return one day prior to the elected marking term and be paid per diem for that day.

3. During the disability period a teacher 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 teachers would normally be working during their regular work year. The teacher's attending physician shall certify to the Superintendent the length of the teacher's disability period. Such certification shall be provided on the form set forth in Appendix H of this Agreement. The Committee reserves the right to require a second medical opinion, at its own expense, should it have a concern regarding the teacher's attending physician's medical opinion.

C. A non-birthing parent, an employee who gives birth or who legally adopts a child may use up to eight (8) weeks of accrued sick leave, provided that such leave shall commence immediately following the birth, placement or adoption of the teacher's child.

D. In the event that the reason for maternity leave or parental leave be no longer operative, then such teacher, with the approval of the Superintendent, may return to work.

E. All benefits to which a teacher was entitled at the time his/her leave commenced minus any sick leave used will be restored upon return, and the teacher will be assigned to the same position held at the time the leave commenced or to an equivalent position, if possible. A teacher returning from leave under this Article will be placed on the next step of the salary schedule if s/he 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.

F. A teacher on leave pursuant to this Article must give written notice to the Superintendent by March 1 of the school year in which the leave is taken or by March 1 of the subsequent school year, if applicable, of said teacher'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 teacher 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 a teacher;
2. Encouragement of professional growth for teachers,
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, licensure, or academic concentration.

C. In implementing Sabbatical Leave the following guidelines will be observed:

1. Sabbatical leave, not exceeding one year, may be granted to no more than two teachers who have served continuously in the Wareham Public Schools for a period of at least seven (7) years. On recommendation by the Superintendent, the Committee may permit a teacher to take Sabbatical Leave for the purpose of self-improvement and benefit to the school system.
2. Teachers on full year Sabbatical Leave will be compensated at not less than 50% salary on step.
3. The teacher will agree to return to employment in the Wareham Public School system for two (2) years.
4. Successful candidates will sign contracts which will contain the following:
   a. An agreement to return to the Wareham system for twice the length of absence;
   b. An agreement to reimburse the town for any default on a pro-rata basis.
5. A teacher returning from Sabbatical Leave shall be placed on the step of the salary schedules/he would have attained had s/he remained in the school system.
6. A request for Sabbatical leave shall be submitted on or before April 1 of the school year preceding the school year for which the request is made.

Article XVII - Personal Injury Benefits

Whenever a teacher 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 teacher's worker's compensation benefits and his/her regular salary provided said teacher has accumulated sick leave against which said difference may be prorated and charged. The teacher shall receive his/her regular paycheck less the amount being paid to the teacher 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 a teacher uses accumulated sick leave and is approved for Workers Compensation, the compensation check must be turned over to the school department. The teacher will be made whole for any lost sick leave covered by Workers Compensation plus the initial five (5) days. The teacher will not suffer the loss of a regular paycheck, nor shall such a leave interrupt his/her length of service.

Article XVIII – Protection

A. Teachers will report in writing, to the principal and the Superintendent all cases of assault suffered by them in connection with their employment no later than 48 hours following the alleged occurrence.

B. This report will be forwarded to the Superintendent and the Association. The Superintendent will comply with any reasonable request from the teacher for information in its possession relating to the incident or persons involved. The Superintendent will then meet with the Association President or his or her designee to communicate what actions will be taken related to the incident and what future adjustments will be made to ensure the safety and well-being of students and staff of the school. The Superintendent will then act in appropriate ways as liaison among the teacher, the police and the courts.

C. No teacher shall transport any student in his/her personal vehicle for any reason at any time on school related business.

Article XIX - Length of Work Year and Work Day

A. The work year for members of Unit A may begin no earlier than August 24 and shall terminate no later than June 30. The Committee shall consult with the Association to establish the school calendar. The work year shall consist of one hundred eighty (180) workdays with students plus four (4) workdays with no students. The District will, to the best of its managerial and financial ability, provide professional development in accordance with current licensure requirements on the fourth workday with no students. New teachers (who start at the beginning of the school year) shall complete two (2) additional days for orientation. These two (2) days will be scheduled prior to the commencement of the teacher work year. Part time bargaining unit members shall attend the above referenced "five (5) workdays with no students" on a prorata basis. Additionally, they may voluntarily attend or may be assigned to attend by their appropriate supervisor with thirty (30) days notice such days up to one hundred percent (full time). They shall be compensated for all such additional time at their rate of pay up to the equivalent salary of a full-time teacher for such day(s).

B. The work day for teachers Grades PreK-4, except Deans, Department Chairs and Nurses, shall be seven (7) hours in length except on Fridays, the day before a holiday and the day before vacation, teachers may leave ten (10) minutes after student dismissal time unless the teacher has bus duty, in which case the teacher may leave at the completion of the assigned duty. The work day will begin no earlier than 8:00 a.m. and end no later than 4:00 p.m. There shall be one mandatory school related meeting each week for an additional twenty minutes for a total of 45 minutes. Teachers will be permitted to leave school after the students are released for one additional day per week. These days shall be scheduled into the building's calendar, with a start time for the school related meetings reflecting the student dismissal time, at the start of the school year in order that teachers can plan accordingly. On the remaining two days, any individual student related meetings will commence as early as possible prior to or not later than student dismissal time.

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

D. Notwithstanding above, the Wednesday immediately preceding Thanksgiving Day and the day before winter (i.e. Christmas) vacation will be no longer than a half (1/2) day. The last day of school for students will be a half day provided that the time and learning mandates have been met and the last day of school for all teachers will be a half day provided all the professional responsibilities have been met. Additionally, December 23rd, when it falls on a weekday, shall be a no school day, except by mutual agreement.

E. The work year and work day for Nurses, Deans, Department Chairs, Curriculum Leaders, Directors and Supervisors is set forth in the appendices to this Agreement.

F. Elementary teachers will attend two (2) meetings per year for parent conferences, which may be scheduled in the evening. Music teachers, in lieu of their annual concert, will attend only one of the aforementioned meetings.

G. Teachers at the Middle School shall work one additional evening meeting per school year for the purpose of meeting with parents and discussing portfolios

H. The Superintendent will meet and consult with the Association about the school calendar for the upcoming school year including the scheduling of in-service days. The Superintendent will consider the Association's desire to have the in-service days scheduled on the first or last workday of the work week.

I. When school is closed early due to inclement weather, teachers will be allowed to leave after the last bus has departed provided there is adequate coverage at the school to ensure the safety of any students remaining on school grounds. The building principal shall determine what level of staffing is necessary to ensure student safety. The building principal will first solicit volunteers to remain with students. If there aren't any volunteers, the building principal may assign teachers to remain with students provided such assignments rotate over the course of a school year. On days when school closes at its regular time, but after school activities are cancelled due to inclement weather, all meetings will be cancelled and the staff will be released. In the event of a delayed school opening, staff must arrive thirty (30) minutes prior to students. If an unforeseen circumstance arises, the member will meet with their building administrator to notify them of the reason of the delay.

Article XX - Teacher Assignment and Transfers

A. The principals shall notify teachers as soon as possible prior to the start of school of their program for the coming year, including the schools to which they will be assigned, the grades, and/or subjects that they will teach, and any special or unusual classes they will have.

B. **Teacher Assignment**

1. Teachers will not be assigned outside the scope of their teaching certificates, teaching experience and/or their major or minor fields of study unless necessary.

2. A teacher who receives an involuntary change in assignment will be notified prior to such change. A meeting will be held between the teacher and the teacher's current principal at least five (5) school days prior to such change. In the event that the change is not acceptable to the teacher, said teacher will be granted a meeting with the Superintendent to request no change in assignment. This meeting will occur prior to the change, if possible.
3. A teacher may request a voluntary change in assignment. Such request shall be made in writing with the Office of the Superintendent not later than May 1 of the school year preceding the school year for which the assignment is requested.

C. **Voluntary Building Transfers**
Teachers who desire to transfer to another building will file a written request and reasons with the building Principals not later than May 1 of the school year preceding the school year when the transfer would be effective. The Superintendent will notify in writing each teacher who has filed a request of the action taken in regard to the request as soon as possible. Both Principals must agree to the transfer.

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

E. **Transfers in Consecutive Years**
In the event that a teacher is required to transfer his or her work the transferred teacher will be compensated at a rate of one (1) day at his/her per diem rate for the time spent due to the transfer outside of the contractual work year.

Article XXI - Teacher Preparation Time and Work Load

A. Teachers, grades PreK-4, shall be granted two hundred (200) minutes of preparation time each week within the student day. Preparation time is defined as scheduled time under the exclusive control of the teacher. Said preparation time shall be divided into daily uninterrupted blocks of at least forty (40) minutes. If after making reasonable efforts, it is not feasible to provide daily blocks, the Committee may schedule a teacher for multiple blocks on the same day. At no time shall preparation blocks be scheduled on less than four (4) days in one week for any teacher. Any complaints regarding the implementation of this provision will promptly be brought to the Superintendent's attention.

B. Teachers who teach Grades 5-12, shall have the equivalent of one (1) academic class period for preparation time each day of the week. Preparation time is defined as scheduled time under the exclusive control of the teacher. The daily schedule at the high school shall be comprised of 4 class periods of equal length; teachers of grades 9-12 shall teach a maximum of three periods each day. Every other school day, high school teachers can use half of the common prep time (41 minutes) for common planning time. Teachers of 9-12 shall have no assigned duties during the blocks and may leave ten (10) minutes after student dismissal on Wednesday. The Association will meet with the high school principal and the Superintendent on or before every June 1 to review high school faculty assignments for the purpose of reviewing teachers' schedules with a goal of establishing an equitable distribution of students. However, teachers may volunteer to teach more than assigned. At the Middle School, the application of this Section shall require that the daily preparation period be equal to one class period.
Note: The parties acknowledge that changes in schedules are a mandatory subject of bargaining.

C. Whenever possible, teachers who teach Grades 7-12 shall not be assigned more than a total of three (3) teaching preparations.

D. Teachers shall have a duty-free lunch period at least equal in length to that of student's lunch period in the building in which the teacher works.

E. 1. In the event a teacher is absent from school for all or part of a school day, every effort

will be made to provide a substitute.

2. In the event a substitute cannot be obtained for PreK-4, the Principal may assign a substitute from a volunteer list of teachers within the building. Such list will be established by the Principal at the beginning of the school year and may be updated during the course of each school year. Teachers who volunteer will be paid $22.20 per class period. There will be an equitable rotation of volunteers. In the event that there be no volunteer available for a class period, then the homeroom teacher will be assigned to teach the class and will be paid per class period or portion thereof: $11.10.

3. In the event that a substitute cannot be obtained for Grades 5-12, the Principal may assign a substitute from a volunteer list of teachers within the building. Such list will be established by the Principal at the beginning of the school year and may be updated during the course of each school year. Members who volunteer to teach will be paid $25 per hour in no less than one half hour increments to be combined cumulatively per day. There will be an equitable rotation of volunteers.

F. Principals shall consult with teachers from PreK-4 prior to finalizing classroom schedules. Teachers from PreK-4 who are rated Exemplary or Proficient overall shall be allowed the flexibility to use their professional judgment and make adjustments to their classroom schedule as long as such adjustments do not deviate from the classroom schedule by more than thirty (30) minutes in a day.

G. One (1) early release day per semester shall be dedicated toward work on the evaluation process. This time shall be used by Educators and Evaluators to meet the requirements of the process, including, but not limited to: completing self-assessments, developing and writing goals, gathering evidence, meeting about educator plans. The use of this time may be adjusted through mutual agreement of the Association and the District. During these early release times, training may be offered on a voluntary basis.

Article XXII - Class Size

Class size will be determined by the Superintendent consistent with the educational needs of the system.

Article XXIII - Job Vacancies

A. 1. All vacancies in promotional, extra-curricular, and athletic department positions, including specialists and/or special project teachers, shall be posted on the District's website 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. Teachers 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 positions of principal, assistant principal, housemaster, coordinator, supervisor, director, department chair, dean and counselor.

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. Teachers who desire to apply for a vacancy which may be filled during the summer vacation period shall submit their names and summer address to the Superintendent and identify the positions for which they apply. The Superintendent shall notify such teachers 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 last twenty-one (21) days before the final date when applications must be submitted. In addition the Superintendent shall, in the same time period, post in every school a list of openings and vacancies to be filled during the summer vacation period.

E. Department Chairs, Instructional Leaders, Extra-Curricular Advisors, Coaches and Intramural Instructors shall be appointed annually. Incumbent Department Chairs and Extra-Curricular Advisors who are current WEA members and hold such positions will be notified by June 1 of the school year if they are not being recommended for rehire. Positions held by non WEA members shall be posted annually. All internal candidates shall be interviewed. External candidates may be appointed if their qualifications for the posting are superior as determined by the building principal to an internal candidate. 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. Teachers who are interested in applying for such positions may apply in accordance with Sections A and D above.

Article XXIV - Teacher Evaluation and Personnel Files

A. Teacher Performance Evaluation

Teacher evaluation shall be conducted in accordance with the requirements under the Wareham/Massachusetts Department of Elementary and Secondary Education Educator Evaluation system. The evaluation process is attached hereto as Appendix F and is incorporated herein by reference.

B. Personnel Files

1. Teachers shall have the right, upon written request to the Superintendent for an appointment, to inspect the contents of his/her personnel folder, files, cards and records and to make copies of such contents and records.

2. No material, originating after initial hiring, which is derogatory to a teacher's conduct, service, character, or personality will be placed in the teacher's personnel file unless the teacher has been afforded an opportunity to review the material. The teacher shall acknowledge that s/he has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents. The teacher 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 teacher's personnel file regarding a teacher 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 teacher.

D. The Association recognizes the authority and responsibility of the Committee and its agents to discipline or reprimand a teacher for delinquency in professional performance.

E. No teacher will be disciplined, suspended, or discharged without just cause.

1. Nothing in this Article will inhibit the Committee's statutory right to non-renew a non-professional teacher's contract, and it is agreed that the non-renewal of a non-professional teacher's contract 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/reappointment 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 teacher's 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 a teacher 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 administrator.

Article XXV - 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. Teachers will be given at least ten (10) days advance notice of workshops.

Article XXVI - Professional Development and School Business

A. **Professional Development**

Teachers 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 a teacher, a teacher's immediate supervisor, the Principal, or Central Administration. Such requests will be forwarded through channels to the Superintendent or his/her designee for approval. A brief overview to staff members during a staff or department meeting may be offered and scheduled with principals/department heads or grade level peers. These will not negatively impact any member’s evaluation and it is understood that it should be a collaborative process.

B. **School Business**

Whenever a teacher, 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 Professional Development day or days.

C. Skillful Teacher

All new Unit A hires, prior to receiving Professional Teacher Status, must complete Research for Better Teaching's (RBT) Skillful Teacher course. The district will provide the schedule for the course each year. They may be available either in person or remotely, for teachers to take outside of the regular school day. Unit A members will not be paid for attending the course but will be eligible to receive reimbursement for any tuition payments incurred for graduate credits under Article XXXIV.

Article XXVII - School Facilities

A. The Association shall have the right to use school buildings for meetings. The principal of the building involved will be notified in advance of the time and place of the meetings.

B. There shall be a bulletin board in each faculty lounge of each school building. The bulletin board will be available to the officers of the Association and/or their designees and to the Administration for displaying notices, circulars, and other professional materials of a nonflamatory nature. The source of the material, notices, etc. must be readily identified. Copies of all such material will be given to the building principal. The Association will be required to complete a Building Use Form for approval.

Article XXVIII - Information to the Association

A. The minutes of open official Committee meetings and all other printed materials that are distributed to the Committee members at open official meetings shall be made available to the Association as soon as possible after such meeting. Copies of the agenda of such meetings shall be made available to the Association at the same time as released to publication.

B. The Committee and the Association agree to share the costs of printing the Contract.

C. The Committee shall, upon request, provide the Association with any available information which may be necessary for the Association to use for the purpose of collective bargaining and the administration of this Agreement.

Article XXIX - General Provisions

A. There shall be no reprisals of any kind taken against a teacher by reason of his/her membership in the Association or participation in its activities.

B. Teachers shall be entitled to full rights of citizenship. No religious or political activities of a teacher, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of the teacher.

C. If any provisions of this Agreement or any application of the Agreement to a teacher or group of teachers shall be found contrary to the 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 teachers shall be entitled to the benefits of this Agreement in direct proportion to the time worked.

E. The Committee may establish, on an annual basis, one or more Professional Task Forces. The members of said Task Force shall be selected from among the applications submitted by employees covered by this Agreement. The annual selection by the Committee, upon the recommendation of the Superintendent, shall not be grievable under the Grievance Procedure or Arbitration Provisions of the Agreement. However, if during the period of the annual appointment any disciplinary action is taken up to and including the dismissal of a Professional Task Force member, said action shall be subject to just cause as set forth in Article XXIV, Section E,2.

The duties and responsibilities of the Task Force shall be determined by the Committee. Such will be conducted outside of the employee's regularly scheduled workday and work year. An employee who agrees to the assignment and compensation shall agree to fulfill all aspects of the assignment to the satisfaction of the Superintendent.

The hourly rate of compensation of Task Force members shall be determined by the following formula:

> The individual's annual base salary as of the date of the appointment by the Committee to the Task Force, divided by 1281.

F. Members are expected to dress appropriately for a school setting.

Article XXX – Salaries

A. Salaries of the teachers are set forth in Appendices attached hereto and made a part hereof.

B. In the event that there is a day when a teacher is not entitled to compensation, said teacher shall be reduced by 1/185 of his/her annual salary as set forth in the appendices of the Agreement.

Article XXXI - Extended Leaves of Absence

A. The Committee agrees that one teacher 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 teacher 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 teacher or for the purpose of caring for a sick member of the teacher's family where said teacher's personal attention is required. If such leave is granted during the school year, the involved teacher 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, mother, father, brother, sister, wife, husband, child, grandparent or immediate in-laws, or member of the immediate household.)

D. The Committee shall grant a leave of absence without pay or increment to any teacher to

serve in any elected 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. Teachers requesting extended leaves of absence, except for extended leave under Section C above, shall apply for said leave at least thirty (30) calendar days in advance of the commencement of the leave.

H. All benefits to which a teacher was entitled at the time his/her leave commenced will be restored upon return, and the teacher will be assigned to the same position held at the time said leave commenced, or to an equivalent position, if possible.

Any teacher 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 1 of each school year immediately preceding the commencement of such extension or renewal. If granted, such extension or renewal will be in writing.

J. A teacher on leave pursuant to this Article must give written notice to the Superintendent by March 1 of the school year in which the leave is taken or by March 1 of the subsequent school year, if applicable, of said teacher's intention to return to the next following September. If such written notice is not received by the Superintendent on or before March 1, then the teacher on leave may be terminated from the school system.

Article XXXII - Reduction in Force

A. In the event that the School Committee determines to reduce the number of employees in the bargaining unit, the procedures set forth hereinafter shall apply: 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 teachers who retire or resign will not be replaced if there are fully qualified teachers available who are capable of filling such positions and who would otherwise be subject to layoff. Teachers not under regular contract or who are on temporary status (e.g. teachers filling in for teachers on leave of absence or long-term substitutes) will be laid off first, provided that there are fully qualified permanent teachers available who are capable of performing all the duties of the teachers to be laid off.

2. In case of reduction in the teaching staff, a professional teacher shall not be laid off if there is a non-professional teacher employed whose position the professional teacher is qualified to fill.

3. In the event that layoffs are necessary, professional teachers within the affected discipline(s) shall be laid off in inverse order of seniority except in the following situations:

a. If the most junior teacher holds a position which no other teacher within the

group and discipline is qualified, as determined by the Committee subject to a reasonableness standard, to fill, the least senior teacher holding a position which can be filled by another teacher will be laid off.

b. In the event that layoffs of teachers with professional status are necessary within a particular discipline, a teacher's job performance and the best interests of the students shall be determinative, and shall be defined as the teacher's most recent summative overall evaluation rating. Teachers with professional status (1) whose last overall summative rating was Unsatisfactory and (2) have been on an Improvement Plan of at least forty-five (45) days that has not resulted in a change to the teacher's overall rating, shall be reduced before professional status teachers in their discipline whose last overall summative rating was not Unsatisfactory. Ties in this determination shall be broken by seniority, with the least senior teacher in the discipline being subject to lay off first. Such teachers shall not be eligible for recall.

If further layoffs are necessary within a particular discipline, teachers with professional status (1) whose last overall summative rating was Needs Improvement, (2) received a formative overall rating of Needs Improvement during this evaluation cycle, and (3) have been on a Directed Growth Plan of at least sixty (60) days that has not resulted in a change to the teacher's overall rating shall be reduced before professional status teachers not rated Needs Improvement or Unsatisfactory. Ties in this determination shall be broken by seniority, with the least senior teacher in the discipline being subject to lay off first. Such teachers shall be eligible for recall.

4. The above selection process can result in one or more transfers of personnel from one assignment or building to another.

B. **Definitions**

1. Discipline - for the purpose of this Article, the following shall be defined as disciplines:

Elementary Level

- Grades PreK-4
- Assistant Principals
- ELL

Secondary Level (5-12)

- English
- Science (by licensure)
- Math
- Social Studies
- Language (by licensure)
- Business (by licensure)
- Speech
- Assistant Principals
- Middle School Generalist
- JROTC Instructor
- BCBA

Both Levels (PreK-12) With Licensure

- Deans
- Guidance Counselors to include Vocational, Special Needs Vocational, and Work Study/Work Experience Counselors
- Adjustment Counselors
- Behaviorist
- Social Worker
- Supervisor of Attendance
- School Psychologists
- Teachers of Special Education
- Art
- Music
- Physical Education and Health
- Industrial Arts
- Home Economics
- Culinary Arts
- Librarian
- Audio-Visual Media Director
- Reading
- Speech

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 professional position represented by the Association. Seniority shall be computed from the date of the Committee appointment as reflected in the original Committee minutes. Regular part-time service will be prorated in determining seniority.

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. Notwithstanding the second sentence in Section 2a above, teachers hired to commence employment on September 1, 1985, or later will have their seniority computed from the first day worked in a professional position represented by the Association.

d. Fall-back – Pursuant to this Article, an administrator who is a member of the Association's Unit B, who had accrued seniority as a member of Unit A, will have fall-back rights equal to the amount of time served as a member of Unit A in the area of their teaching experience.

e. Fall-back - Notwithstanding Section 2a above and pursuant to this Article, members of the Association who fill a promotional position (see Article XXIII, 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. **Licensure**

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

b. For the purposes of this Article, teachers who are legally exempt from licensure shall be considered as only in the disciplines in which they have taught in the Wareham Public Schools.

c. For positions which require approval on licensing rather than, or in addition to, licensure, said approval of license must be on file in the Superintendent's Office at the time the Committee votes a reduction in force.

C. **Seniority List and Procedure to Challenge 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 31, by disciplines of all professional personnel represented by the Association. If so licensed, 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. Teachers with the greatest length of seniority (as previously defined) will be listed first in each discipline; teachers with the least amount of service will be placed last on the list.

2. Any teacher 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 1. 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 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.

A teacher 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 teacher and, if the teacher 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 teacher, the Association, and the Committee. The cost, if any, of the services of the neutral member of the panel shall be borne equally by the Committee and the Association. The list, as finally determined by the panel, shall be the seniority list for the purpose of this Article.

In the event that there are no unresolved challenges to the February 1 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. Teachers on leave of absence shall be eligible to be laid off as though they were currently in active employment. For the purpose of this Agreement, Maternity Leave shall be considered as unpaid leave except for that portion which is Disability Leave paid pursuant to Article XIV.

E. **Notification**

Whenever possible, written notification of pending layoff will be completed by May 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. Teachers 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 teacher. While the previous sections of this Article do not apply to non-professional teachers, such teachers shall be granted full coverage under this Section F. The period of layoff, however, shall not count toward professional teacher status.

2. Teachers on the recall list will be recalled to vacancies in their last previous teaching discipline in the reverse order of their layoff. Teachers on layoff will also be offered job openings in other disciplines in which they hold licensure (in reverse order of layoff) provided that there are no current faculty members on layoff from such disciplines. Teachers on the recall list will be given first priority in filling long-term substitute teaching vacancies in their field of licensure 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. Should a teacher reject the offer of a vacancy that is in the same discipline and is for at least the same work schedule (hours per day and days per week) as the position from which the teacher was reduced, the teacher shall be dropped from the recall list. Should a teacher reject the offer of a vacancy in a different discipline or with fewer hours, that teacher shall remain on the recall list.

3. The only benefits accorded teachers 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 teachers as a result of this or successive collective bargaining Agreements will be received only by those teachers actively employed.

4. Teachers 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 teacher 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 teacher's insurance.

5. Teachers on the recall list shall be deemed to be on leave of absence from the

Wareham Public Schools for the duration of the recall period.

6. When a vacancy occurs to which a teacher is entitled to be recalled as set forth above, the appropriate teachers on the recall list will be notified by certified mail at their last recorded address. Failure to accept certified mail shall not be deemed sufficient reason for failing to meet the necessary response date. Failure to respond to the Superintendent with a letter of acceptance of the offered position within thirty (30) calendar days of the certified date of mailing shall be considered a rejection of such offer and the teacher shall be dropped from the recall list. It shall be the responsibility of the teachers 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 teacher at a time of vacancies and will inform those teachers of their respective placement on the recall list.

7. Teachers on the recall list shall have priority in filling vacancies as hereinbefore set forth. No new teachers shall be hired to fill such vacancies until all appropriate teachers on the recall list have been offered the vacancy.

8. Upon return to employment from the recall list, teachers will have accumulated to their accounts the same number of sick days which they had accumulated at the time of their layoff. Teachers 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 teachers 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, a teacher 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 and 42a. A teacher may elect to have his layoff treated as a dismissal in which case such teacher shall be afforded his full statutory rights.

Article XXXIII - 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", "teacher", 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 "teacher A" and "teacher 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 15. 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. 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

teacher 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 XIII, 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 XIV, Paid Temporary Leaves of Absence.

2. Bereavement Leave - Job sharers will be entitled to those days as allowed pursuant to Article XIV, 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. Teacher Assignment

1. Duration of Assignment - The job-sharing assignment will last not less than one full year. In the event that teacher A resigns from the school system, is terminated by the Committee, or dies, then teacher B will teach full-time and assume all responsibilities of the full-time position for the remainder of the school year. Teacher B will receive full-time benefits. The job sharer shall be given priority in filling that position on a full-time basis if s/he so desires.

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 s/he is willing to accept the reduction from a full-time to a part-time position. Such teacher shall also indicate, in writing, that s/he understands that once such reduction to a part-time position is made, the teacher cannot thereafter displace or intrude upon the position of a less senior teacher to attain full-time status. This would not preclude a job sharer from applying for full time vacancies which arise to which no teacher on a recall list is entitled to be recalled. In the event that the job-sharing position is eliminated the more senior job sharing teacher 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 s/he will be placed on the recall list in accordance with Article XXXII.

Note: Nothing in the section shall preclude other members of the Bargaining Unit

from requesting transfers or reassignments.

H. Teacher Preparation Time and Work Load
Teacher A and Teacher B will jointly be guaranteed a total of five (5) preparation periods per week. An effort will be made to schedule the preparation periods so that each job sharer will have two preparation periods weekly. An effort will also be made to schedule the preparation periods so that there will be one per day.

I. Absences
In the event that teacher A is absent, then at the discretion of teacher B, teacher B will work a full day.

J. Responsibilities

1. Length of Workday - Each job sharer will work one-half (1/2) of the workday as per Article XIX.

2. Proposal Requirements - A written proposal to the Superintendent must include:
   a. Name of job sharers
   b. Work Experience - prior grades, and/or special classes taught
   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

K. Miscellaneous Circumstances
Teachers A and B will both be present the day before the first day of school. Teachers A and B will mark report cards and conference together. Teachers A and B will alternate teaching on the mornings of workshop days.

Article XXXIV - Course Reimbursement

A. Teachers shall receive one thousand five hundred dollars ($1,500) per contract year (September 1 - August 31) for reimbursement of tuition and mandatory fees for approved courses. Up to five hundred dollars ($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 dollars may be used for registration/attendance fees, materials, and other purposes approved by the Superintendent.

Part time bargaining unit members shall be eligible for their prorated proportion of the above course reimbursement amount per contract year or the cost of one (1) course not to exceed $1,000 per contract year.

B. The Committee shall approve job related courses earned from an institution accredited by NEASC or other accredited national regional association.

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. Teachers 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 a B- or better 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.

F. Course reimbursement funds may be used for application or renewal of National Board Certification

G. School nurses may use course reimbursement funds for professional development courses and continuing education units required for their Massachusetts Teachers Certification and/or their National Certification for School Nurses.

Article XXXV - Agency Fee

All references to Agency Fee shall be deemed invalid unless law is amended.

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 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 the National Education Association.

B. Notwithstanding Section A above, employees covered by this Agreement who had actually commenced working in Wareham prior to September 1, 1984, who have never paid dues annually or authorized dues deduction pursuant to Article XI, shall, upon the operative date of this Article, which shall be September 1, 1985, have the following options:

1. Cash payment of annual dues or authorized dues deductions pursuant to Article XI.
2. Cash payment of the Agency Fee or authorized dues deductions for payment of the fee in the same manner as dues deductions are authorized in Article XI.
3. In lieu of either of the foregoing, a cash payment to the Wareham Education Association Scholarship Fund of an amount equal to the Agency Fee as determined herein.

C. 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 to be 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 XXXVI - Duration

A. The effective date of this Agreement shall be for the period covering September 1, 2024 through August 31, 2027.

B. This Agreement shall automatically renew itself for a successor term of one (1) year each unless, by the first day of November 2027, either the Committee or the Association shall have given written notice of its desire to modify or terminate this Agreement.

_____	_____
Chair, Wareham School Committee	President, Wareham Education Association
_____	_____
Date	Date

Appendix A - Basic Salaries

1. Salary Schedule

   The salary schedule of this appendix reflects a work year of 184 days. Note: Should the work year (see Article XIX, Section A) begin prior to September 1 of any school year, the next salary schedule shall be implemented on that day.

2. Salary schedule increases

   For all steps and columns on the salary schedule, rates in Appendix A, Appendix B and Appendix C, adjust as follows:

   a) Year 1 - Remove steps 1 and 2. Members currently on steps 1 and 2 shall move to new step 1. All others advance one step. Rename current steps 10, 14 and 19 to steps 8, 9 and 10. Increase salary schedule and all appendices by 2% with the exception of Appendix B, Sections B and C. Reinstate eligibility for members to move across M30.
   b) Year 2 - 2.75% across the board increase. Reinstate eligibility for members to move across M60.
   c) Year 3 – 3%

New Step FY25	B	B15	M	M15	M30	2MCD	Master Teacher
1	$56,180	$57,597	$60,749	$62,167	$65,934	$68,767	$70,831
2	$59,022	$60,436	$63,741	$65,154	$69,057	$71,890	$74,047
3	$61,862	$63,275	$66,723	$68,142	$72,176	$75,007	$77,258
4	$64,701	$66,119	$69,714	$71,134	$75,290	$78,128	$80,472
5	$68,888	$70,304	$74,137	$75,554	$79,939	$82,772	$85,253
6	$72,471	$73,892	$77,910	$79,328	$83,873	$86,709	$89,311
7	$76,054	$77,475	$81,682	$83,094	$87,514	$90,646	$93,366
8	$83,087	$84,562	$89,135	$90,622	$95,714	$98,671	$101,632
9	$83,425	$84,901	$89,473	$90,956	$96,052	$99,008	$101,978
10	$84,298	$85,777	$91,736	$93,230	$98,359	$101,337	$104,378

Step FY26	B	B15	M	M15	M30	M60	2MCD	Master Teacher
1	$57,725	$59,181	$62,420	$63,877	$67,747	$69,206	$70,658	$72,779
2	$60,645	$62,098	$65,494	$66,946	$70,956	$72,411	$73,867	$76,083
3	$63,563	$65,015	$68,558	$70,016	$74,161	$75,616	$77,070	$79,383
4	$66,480	$67,937	$71,631	$73,090	$77,360	$78,818	$80,277	$82,685
5	$70,782	$72,237	$76,176	$77,632	$82,137	$83,592	$85,048	$87,597
6	$74,464	$75,924	$80,053	$81,510	$86,180	$87,634	$89,093	$91,767
7	$78,145	$79,606	$83,928	$85,379	$89,921	$91,682	$93,139	$95,934
8	$85,372	$86,887	$91,586	$93,114	$98,346	$99,873	$101,384	$104,427
9	$85,719	$87,236	$91,934	$93,457	$98,693	$100,217	$101,731	$104,782
10	$86,616	$88,136	$94,259	$95,794	$101,064	$102,599	$104,124	$107,248

Step FY27	B	B15	M	M15	M30	M60	2MCD	Master Teacher
1	$59,457	$60,956	$64,292	$65,793	$69,780	$71,282	$72,778	$74,962
2	$62,464	$63,961	$67,459	$68,954	$73,085	$74,583	$76,083	$78,366
3	$65,470	$66,966	$70,615	$72,116	$76,386	$77,884	$79,382	$81,764
4	$68,475	$69,975	$73,780	$75,283	$79,681	$81,183	$82,685	$85,166
5	$72,906	$74,404	$78,461	$79,961	$84,601	$86,100	$87,600	$90,225
6	$76,698	$78,202	$82,454	$83,955	$88,765	$90,263	$91,766	$94,520
7	$80,490	$81,994	$86,446	$87,940	$92,618	$94,432	$95,933	$98,812
8	$87,933	$89,494	$94,334	$95,908	$101,297	$102,869	$104,426	$107,560
9	$88,291	$89,853	$94,692	$96,261	$101,654	$103,224	$104,783	$107,926
10	$89,215	$90,780	$97,087	$98,668	$104,096	$105,677	$107,247	$110,466

3. Advancement on Salary Schedule
   A. Bachelors Degree with 15 additional hours of graduate or approved study.
   B. Masters Degree.
      Bachelors Degree with 45 additional hours of graduate or approved study.
      As of September, 2006, individuals who have attained B+45 shall be grandfathered into the M salary column. After September, 2006, B+45 will no longer be available for column movement.
   C. Masters Degree with 15 additional hours of graduate or approved study.
   D. Masters Degree with 30 additional hours of graduate or approved study.
   E. Masters Degree with 60 additional hours of graduate or approved study.
      As of September, 2008, individuals who have attained M+60 shall be grandfathered into the M+60 column. After September, 2009, M+60 will no longer be available for column movement.
      As of September, 2014, individuals who have attained M+30 shall be grandfathered into the M+30 column. After October, 2013, M+30 will no longer be available for column movement.
   F. Two Masters Degrees provided one of the Masters Degrees is in the subject field of the teacher; CAGS; or an earned Doctorate of Philosophy or Education.
   G. Master Teacher provided the teacher holds current National Board Certification.
   H. Effective September 1, 2015, any teacher who receives an overall Unsatisfactory summative rating and has been placed on an Improvement Plan is not eligible for a step increase. Upon the member's next overall summative rating of Proficient or Exemplary, that member shall have his/her step restored effective the first day of the following school year.

4. Teacher Eligibility for Column Movement
   A. In order for teachers to be eligible for the additional pay outlined above, teachers must receive course approval from the Superintendent prior to the taking of each course.

   B. Changes in the schedule for individual teachers shall be made once a year, on October 1, provided, however, that documentation from the particular institution has been submitted to the Superintendent prior to the effective date of the change.

5. Placement on Salary Schedule
   A. Placement on the Salary schedule shall be equivalent to the number of years teaching (Example: a second-year teacher shall be on the second step of the Salary Schedule).

      Teachers shall advance on the salary schedule one step annually (except as noted in Article XV, Section F).

   B. Any teacher 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 teacher's number of years teaching. Such placement shall not be grievable nor arbitrable.

6. Method of Salary Payment

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

6a. Longevity

Members shall receive the longevity benefit in a lump sum payment each year on December 1st after the completion of years served in Wareham listed below:

6 to 8 years	$300 (effective year 2 of the contract)
9 to 11 Years	$500
12 to 14 years	$700
15 to 17 years	$900
18 to 20 years	$1,100
21 to 24 years	$1,300
25 years and over	$1,500

Additional $100 each year after 25 (for example: Year 26 -$1,600; Year 27 - $1,700)

7. Enhanced Longevity

Bargaining unit members who have been a Unit A or B bargaining unit member since September 1, 2013 may elect a longevity payment of $3,642.42 per year for the three (3) consecutive years that follow the member's acceptance of this section. Bargaining unit members will be entitled to the entire sum of the amount in effect during the year of implementation plus the amounts in effect during the two subsequent years. Payment will continue until the remaining credit is exhausted. Any bargaining unit member who wishes to receive this payment 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. Twelve (12) new bargaining unit members per school year shall be eligible to receive this payment. Selection shall be on the basis of seniority. Should a bargaining unit member not be selected in a specific year, that member shall be the first selected in the succeeding year. Appendix A, Longevity will be paused while the unit member receives the longevity payments outlined above. This benefit will sunset at the end of the 2034-2035 school year. All requests must be made by October 1, 2031.

8. Longevity

In any three (3) consecutive school years, any bargaining unit member, who was employed during the 1991-92 school year, may receive a longevity benefit of $1,667.00. Effective Sept. 1, 2017, this amount will be $1717.00. Effective Sept. 1, 2018, this amount will be $1768.52. Effective Sept 1, 2019, this amount will be $1812.58. Bargaining unit members will be entitled to the entire sum of the amount in effect during the year of implementation plus the amounts in effect during the two subsequent years. After the bargaining unit member has received longevity for three (3) years, the bargaining unit members' salary shall revert to the benefits as specified in Article XXX. 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.

9. Death Benefits

In the event of the death of a teacher, all severance benefits the teacher would have received upon retirement or upon leaving Wareham will be promptly distributed to his/her estate.

10. Extended Year Teacher/Administrator Positions

The Extended Year position will be available for all grade levels. This position will increase the school year by 20 half days for the summer program (5 weeks, 4 days each week, 3 hours of instruction and 1 hour of preparation each day). Salary will be computed on a 205-day work year. Appointment to this position will be for one year and will be renewed annually. The salary will be that of regular school year contractual placement on the teacher's salary schedule plus:

	2024-25	2025-26	2026-27
Coordinator of the Summer School Program	$4124	$4237	$4364
Teacher	$3062	$3146	$3240

11. Salaries of Guidance Counselors, School Psychologists and Speech Therapists*

A. Guidance Counselors and School Psychologists shall be paid the salary that they would ordinarily receive as a teacher, plus an additional:

2024-25	2025-26	2026-27
$666	$684	$704

B. Work Year – Workday

Guidance Counselors shall work the same year and day as a teacher. However, due to the nature of the work that Counselors perform, it is often necessary to meet with students, parents, faculty and others after the normal school day is over. Counselors shall continue to arrange and/or to attend such meetings as is mutually agreeable to the parties involved. Additionally, High School Guidance Counselors shall work five days beyond the school year, and shall be compensated for each such day at their per diem rate of pay.

Footnote: The additional monies per contract year will be granted only to those Speech Therapists who have received the Certificate of Clinical Competence in Speech-Language Pathology, as issued by the American Speech-Language-Hearing Association.

C. School Psychologists, Grade K-8 Team Chairs and K-8 Guidance Counselors shall, in consult with their building principal, work two additional days beyond the school year and shall be compensated for each such day at their per diem rate of pay.

12. Teacher of Distributive Education

The salary of the Distributive Education Teacher is adjusted to allow for a month's work during the summer. S/he is compensated one-tenth (1/10) of a year's salary for the summer month.

13. Salary of the Work-Study/Work-Experience Counselor

The Work-Study/Work-Experience Counselor shall receive compensation for this position in the amount of:

2024-25	2025-26	2026-27
$335	$344	$354

14. 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. Trainings – local professional development for the purpose of implementing a new program or curriculum. Trainings shall be local, with no out-of-district travel required; may require a minimal amount of outside preparation such as required reading(s); and may be conducted during the school year or during the summer months. Every effort will be made to schedule trainings immediately after school is released in June, or the week prior to the start of the next school year. Postings for individual trainings shall stipulate the total number of hours for each training. Payment shall be calculated at the hourly rate of:

2024-25	2025-26	2026-27
$40.10	$41.20	$42.44

b. Instructors of workshops that occur within the work day will be paid for prep time at the hourly rate of:

2024-25	2025-26	2026-27
$40.10	$41.20	$42.44

c. Advisory Committees which meet irregularly a few times during the year - $0.00

d. All committees and workshops shall be paid an hourly rate of:

2024-25	2025-26	2026-27
$38.27	$39.32	$40.50

If any teacher acts as an instructor, s/he 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).

e. Summer School Teachers: paid at curriculum rate including prep time (see *d* above). NOTE: This does not include SPED personnel who have always been paid their per diem rate for the summer SPED programs.

f. Teachers, who through the school, conduct home tutoring for students shall be compensated at the curriculum rate (see *d* above).

g. AP teachers shall be paid for all hours beyond the regular student day at the curriculum rate including prep time (see *d* above).

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.

15. Audio-Visual Director

The salary of Audio-Visual Director, if held by a teacher, is adjusted to allow for 20 days or 130 hours to complete AV related activities during the school day, and/or during the school year (including occasional nights and during the summer). S/he shall be compensated at one-tenth (1/10) of a year's salary for this additional work. This position, if held by a teacher, allows for a duty-free schedule and four (4) teaching periods.

16. School Councils

Teachers elected to serve on school councils will receive compensatory time for their participation in after school council meetings. Compensatory time may be taken the day of and the day after a meeting. Should a meeting be scheduled on the day prior to the last day of the work week, the teacher may take the next regular workday for his/her compensatory time. Teachers on school councils who are entitled to compensatory time may leave ten (10) minutes after student dismissal time unless the teacher has a conference, scheduled meeting or bus duty, in which case the teacher may leave at the completion of the assigned duty.

17. Extended Day Programs

Extended Day Elementary Programs (grades PreK-4) shall be scheduled for duration of eight consecutive weeks, two sessions per week running from 3:00 p.m. to 4:00 p.m. Compensation shall be in the amount of:

2024-25	2025-26	2026-27
$881	$905	$932

Extended Day Middle School Programs (grades 5-8) shall be scheduled for duration of eight weeks, two sessions per week running from 2:15 p.m. to 3:30 p.m. Compensation shall be in the amount of:

2024-25	2025-26	2026-27
$801	$823	$848

Extended Day High School Programs (grades 9-12) shall be scheduled for duration of eight consecutive weeks, one session per week running from 2:20 p.m. to 3:30 p.m. Compensation shall be in the amount of:

2024-25	2025-26	2026-27
$399	$410	$422

Teachers may teach more than one session and students may be scheduled for two sessions.

Differences in stipends reflect variations in the contractual end of the regular school day for each Extended Day Program as per the current Agreement between the Association and the Committee.

Extended Day Programs are intended to remediate specific academic or study skills. Groups of students shall be organized, as much as possible, in grade level and/or academic subject specific groups. Remedial academic class sizes will range from 10 to 16 students with a preferred enrollment of 10. Classes for the reinforcement of study skills or for directed homework may range up to twenty (20) students. Individual student progress will be reported to the parents and regular classroom teacher at the conclusion of the session.

18. Personal Project Coordinator

Personal Project Coordinator shall receive an annual stipend as follows:

	2024-25	2025-26	2026-27
Wareham Elementary School	$1,177	$1,209	$1,245
Wareham Middle School	$1,177	$1,209	$1,245

Wareham High School	$1,104	$1,134	$1,168

19. Mentor Teachers – Mentor Trainer

A Mentor Teacher must have five (5) years of teaching experience, with at least three (3) years in the Wareham Public Schools. Payment shall be as follows:

	2024-25	2025-26	2026-27
Mentor Teacher annual stipend	$608	$625	$644
Additional annual stipend for each additional protégé	$304	$312	$321

The Mentor Trainer will be compensated at his/her hourly rate.

20. 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:

	2024-25	2025-26	2026-27
Minot Forest	$532	$547	$563
Decas	$532	$547	$563
Middle School	$802	$824	$849
High School	$802	$824	$849

21. Advisory

The Advisory period shall serve to disseminate and collect student forms and act as a "homeroom." The Advisory period will not impact Teacher Preparation Time and Work Load. Any material additional responsibilities during Advisory shall be voluntary and shall be compensated at the curriculum rate outlined in Appendix A, Section 14.

21.A Viking Block

Any week a Viking Block occurs, it shall be for no more than 30 minutes each day on Wednesday and Thursday. On weeks when a Viking Block has been scheduled, Unit A members shall be allowed to leave after buses on the Thursday of that week.

22. Supervisor of Attendance

The Wareham Middle School Guidance Counselor shall serve as Supervisor of Attendance at Wareham Middle School and shall be paid an annual stipend of:

2024-25	2025-26	2026-27
$842	$865	$891

23. New Committee:

When the district initiates a new committee that includes the participation of Unit A members, the Superintendent shall notify the Association of that committee. The notification shall include the committee's purpose and the estimated number of hours per month. The Committee and/or the Superintendent and the Association shall meet to determine and agree upon what, if any, stipend or other compensation is appropriate for work on this committee. Any stipends and or compensation shall be codified in a Memorandum of Agreement.

24. Retirement:

If an educator who has a minimum of 20 years of service in the District submits an irrevocable letter of retirement to the Superintendent by November 15th of the school year

prior to the school year of retirement, the educator will receive $12,000 in their final pay of the school year of retirement. The member must also submit retirement paperwork to the MTRS in order to receive payment. This benefit will be reduced in perpetuity to $6,000 in the 2026-2027 school year. For those retiring in the 2024-2025 school year, the previous contract notification requirement of November 15, 2025 applies.

Appendix B - Coach Salaries

A. Athletic Director

The salary for the Athletic Director is as follows:

2024-25	2025-26	2026-27
$10,653	$10,946	$11,274

The position of Athletic Director shall be assigned a teaching load of three (3) class periods and there shall be no assigned duties.

B. **Head Coach Salaries**

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

Group I		**2024-25**	**2025-26**	**2026-27**
Football Head	**Step 1**	$7,100	$7,295	$7,514
	Step 2	$7,988	$8,207	$8,454
	Step 3	$8,878	$9,122	$9,396
Group II				
Basketball Head	**Step 1**	$5,725	$5,882	$6,059
Field Hockey Head	**Step 2**	$6,215	$6,386	$6,577
Soccer Head	**Step 3**	$7,100	$7,295	$7,514
Ice Hockey Head				
Volleyball Head				
Baseball Head				
Spring Track Head				
Winter Track Head				
Softball Head				
Trainer (per year)				
Group III				
Cross Country Head	**Step 1**	$3,472	$3,567	$3,674
Golf Head	**Step 2**	$4,340	$4,459	$4,593
Tennis Head	**Step 3**	$5,597	$5,751	$5924
Group IV				
Fall Cheerleading Head	**Step 1**	$2,217	$2,278	$2,347
Winter Cheerleading Head	**Step 2**	$2,663	$2,736	$2,819
Physical Fitness Head	**Step 3**	$3,106	$3,191	$3,287
Faculty Manager	**Step 1**	$2,217	$2,278	$2,347
Unified Basketball				
Unified Track				

C. 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

2024-25	2025-26	2026-27
$123	$126	$130

Coaches shall advance one step annually.

D. Intramural Instructors

Fall positions - Winter positions - Spring positions
Each season shall be eight (8) weeks with a stipend of:

2024-25	2025-26	2026-27
$1,302	$1,338	$1,378

Appendix C – Advisors

A. Salary Schedule

	2024-25	2025-26	2026-27
Level I	$847	$870	$896

High School
Art
Astronomy Club
Band Assistant
Book
Class Advisor-Grade 9
Class Advisor-Grade 10
Debate
Drama Assistant
Engineering
Environmental Awareness
Faith
Foreign Language
Garden
Jr. National Honor Society
Medical Careers
Multicultural
Peer Leaders
Peer Mediation
Quilting
Safe Schools Alliance
Science Club
Tomorrow's Teachers

Middle School
Art
Chess/Mahjong
Environmental Awareness
Garden
Guitar
Junior Engineering
Math – Grade 6
PE Student Leaders
Peace Builders
Peer Mediation
SADD
Writer's Workshop
Weather

Elementary
Honor Society

	2024-25	2025-26	2026-27
Level II	$1,186	$1,219	$1,256

High School	**Middle School**	**Elementary**
Chess	Chorus	Yearbook (each school)
Choir	Natures Classroom	
Literary Magazine	Scrabble Club	
Science Fair	Yearbook	

	2024-25	2025-26	2026-27
Level III	$1,695	$1,742	$1,794

High School	**Middle School**
Class – Grade 11	Honor Society
Class – Grade 12	Student Newspaper
Code	
Color Guard/Flag Corp	
SADD	
Math	

	2024-25	2025-26	2026-27
Level IV	$2,380	$2,445	$2,518

High School	**Middle School**	**Elementary**
DECA (2 positions)	Drama	PBIS (1 position)
Class – Grade 8	Multicultural	
Nat. Honor Soc. w/Honor Bowl	Renaissance	
Student Government	Student Council	
Newspaper (duty free)	Washington D.C.	
E-Sports	PBIS (1 position)	
Model UN		

	2024-25	2025-26	2026-27
Level V			
Elementary			
Band	$3,368	$3,461	$3,565
Middle			
Band	$3,358	$3,461	$3,565
High School			
Accountant (athletics & extracurricular)	$4,823	$4,956	$5105
Aquaculture (per trimester)	$2,367	$2,432	$2,505
Band	$5,231	$5,375	$5,536
Drama	$4,472	$4,595	$4,733
Video	$3,368	$3,461	$3,565
Yearbook (duty free)	$3,235	$3,324	$3,424
Freshman Safety Net Program	$3,944	$4,052	$4,174

B. 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 D – Nurses

A. All the Articles of this Agreement between the Committee and the Association apply to Nurses except the following:

Article XIX - Length of Work Year and Workday
Article XX - Teacher Assignment and Transfer
Article XXI - Teacher Preparation Time and Work Load
Article XXII - Class Size
Article XXXII - Reduction in Force

B. **Work Year and Workday**

The work year for nurses shall be consistent with the days teachers work with and without students. The workday for nurses shall be consistent with the workday of the teachers within the building to which a nurse is assigned. Any days worked beyond the year's total shall be compensated at the appropriate per diem of the nurse.

C. **Reduction in Force**

1. In the event it becomes necessary to reduce the number of nurses in the bargaining unit, said nurses shall be reduced in the inverse order of seniority and shall be recalled in the inverse order of layoff.

2. Seniority shall be defined as the length of continuous service in the Wareham Public Schools in a professional position represented by the Association. Seniority shall be computed from the date of first employment, i.e. first day of work. In the event of ties a lottery will be conducted to break the specific ties. A seniority list of nurses shall be included with the teachers seniority list as per Article XXXII, Section C1 and C2.

3. Leaves of absence provided in this Agreement and/or approved by the Committee shall not be deemed to interrupt continuous service. Such leaves shall not count toward seniority. Nurses on Leave of Absence shall be eligible to be laid off as though they were currently serving on active duty.

4. 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, nurses being laid off will be given at last thirty (30) calendar days' notice.

5. Nurses shall have recall rights for two (2) complete years from the effective date of the layoff.

6. Subject to applicable law, nurses 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 nurse pays the entire cost of such insurance pursuant to the requirements of the insurance carrier, and there shall be no contributions by the Committee or the town for such nurse's insurance.

7. Upon return to employment from the recall list, nurses will have accumulated to their accounts the same number of sick days which they had accumulated at the time of their layoff. Nurses laid off during the school year, upon return, will be placed on the next step of the salary schedule if they had served in a minimum of ninety-two (92) days during the year of layoff. Nurses filling temporary vacancies at the time of layoff shall have no recall rights.

D. **Salary Schedule for Nurses**
Salaries for nurses shall be obtained from Appendix A - Basic Salaries, using the Bachelor's Degree column through the Masters Degree column. Nurses shall advance on the salary schedule annually.

E. **Point Person**
A Point Position shall be posted and appointed. The nurse so designated shall forward information from school administration to all other nurses. The point person shall receive annual compensation in the amount of $6,000.

F. Should a half-time position become full-time, the nurse in this half-time position may, at his/her option, fill the full-time position.

Appendix E - Department Chairs, Deans, Instructional Leaders, and Curriculum Leaders

A. All the Articles of this Agreement between the Committee and the Association apply to Department Chairs and Curriculum Leaders except as follows:
Article XIII - Sick Leave
Article XIX - Length of Work Year and Workday
Article XX - Teacher Assignment and Transfers
Article XXI - Teacher Preparation Time and Work Load
Article XXII - Class Size

B. **Salary Schedule**

1. The base to be used in calculating the salaries of Department Chairs for PreK/K-12 shall be: 1.00 equals the salary person would receive as a teacher with the same level of training and credible experience. (Refer to Appendix A - Basic Salaries)

2. Up to 50 percent (50%) of recent similar administrative experience may be credited for newly appointed administrators.

3. **Salary Adjustment Schedule and Work Year for Department Chairs of PreK/K-12**

Grade K-12 Fine Arts Department Chair
Grade K-12 Mathematics Department Chair
Grade PreK-12 Health & Physical Education Department Chair

Step 1	1.06
Step 2	1.08
Step 3	1.10
Step 4	1.12
Step 5	1.14
Step 6	1.16

The work year shall be consistent with the teacher work year plus ten (10) additional work days. Department Chairs PreK/K-12 shall not be required to work during school vacations.

The Grade PreK-12 Health & Physical Education Department Chair position shall be revisited by the end of June, 2007 so as to review the impact of Wellness Coordinator duties. The ten added days required of the Grade PreK-12 Health & Physical Education Department Chair shall be flexible.

4. **Salary Adjustment Schedule and Work Year for Department Chairs of Grades 6-12**

The work year for Department Chairs shall be 191 days. The annual salary for these additional work days shall be incorporated into the annual salary of the department chairs. The salary shall be $9,581. Additional hours shall be compensated at the curriculum rate. Department Chairs shall not be required to work during school vacations.

5. **Salary Adjustment Schedule and Work Year for Deans**

Deans shall receive an annual stipend of $9,015. The work year for each Dean shall be 187 days. Additional hours shall be compensated at the curriculum rate. Additional hours shall be compensated at the curriculum rate.

B. Sick Leave

The number of sick days for Department Chairs shall be equal to ten percent (10%) of their total work year. The maximum accumulation of sick leave days shall be 130.

Appendix F- Evaluation

See the Wareham/Massachusetts Department of Elementary and Secondary Education Educator Evaluation system.

Wareham Public Schools Professional Evaluation System

Agreement between Wareham Education Association and the Wareham School Committee

September 2021

Appendix F: Evaluation

WPS 2026 Vision & Vision of a WPS Graduate
(one in the same)

Wareham Public Schools promises to provide opportunities for all to discover the greatest versions of themselves by acquiring knowledge, wisdom, and skills to explore, formulate, realize and reflect.

We will think critically, communicate, and persevere.

With tenacity and trust, we will continue to learn all that is essential to live our best lives and positively impact the community and the world.

Our Future Begins Here

The Evaluation Sub-Committee was instrumental in the successful completion of this draft document. I wish to extend a heartfelt thank you for the time and thoughtful contributions.

Definitions of each Evaluation Plan Designation:

Introduction: All Professional Staff (pp. 2-8)

Professional Staff Plans: Developing Educator Plan (pp. 9-13 **- Pre- PTS**)
The Developing Educator Plan is for all Educators without PTS.
The Educator shall be evaluated at least annually.

Professional Staff Plans: Self-Directed Growth Plan (pp. 14-17 - **PTS**)
A Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.

Professional Staff Plans: Needs Improvement Plan (pp. 18- 22)
A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.

Professional Staff Plans: Unsatisfactory (pp. 23-26)
An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.

Introduction for ALL
The purpose of the Wareham Public Schools Professional Staff Evaluation is to Promote collegiality, build strong professional relationships, collaborate, and continue to grow as experts in the complex field of education to provide enriching learning experiences for Every Student-Every Day.

This document contains the procedures for implementing the evaluation system in the Wareham Public Schools and in collaboration between the District and the Wareham Education Association. Following the procedures contained herein is essential toward maintaining the confidence and integrity of this system, and ensuring its outcomes remain applicable, useful, valid, and contractual.

The system is composed of **ratings** based on **evidence** collected through two means – evaluation of **artifacts** and **observations**. Most of these observations will be unannounced (commonly called **walkthroughs**), though in some circumstances, observations may be pre-scheduled.

According to Massachusetts State Law, educators must be rated in four categories –

I. Curriculum, Planning, and Assessment
II. Teaching All Students
III. Family and Community Engagement
IV. Professional Culture

Evaluator's will use this language as a way to communicate:

Evaluator Commentary within Evaluation Reports
Evaluators may include specific types of comments that seek clarity or information in a walkthrough report. Such comments may lead to a change in teaching practice, or even require one. In ascending order of urgency, those types of statements are:

Question*:* With no judgment implied, the evaluator seeks information for clarification or context. It does not require any change in pedagogy.
Suggestion*:* A suggestion offers advice for the educator's consideration. It is to the educator's discretion whether to follow it after reflection.
Recommendation*:* A recommendation is a suggested change in pedagogy that merits serious consideration. A recommendation is offered in the strong belief it will improve teaching and learning.
Expectation: This judgment denotes a change in pedagogy that the evaluator believes is necessary. If the educator disagrees, a prompt conversation with the evaluator is Strongly advised. Otherwise, the evaluator will presume to see this change next time.

Evaluator's are urged to base ratings on the rubrics that are part of this system, and are advised to carefully consider relevant terms such as "most of" or "majority". One or two exceptions to best practices observed over a school year or series of observations do not render an educator ineligible for proficient or even exemplary ratings. Also, to be noted is that rubrics address the actions and choices of educators, not children. There is no place for attempting to evaluate an educator based on the actions of students assigned to him/her; the intent is to evaluate the decision-making and array of options the educator applies.

A **rating** of an educator must be based on repeated **evidence** in support. Educators must receive a rating in each of the four standards by the end of their plan, based on the cumulative evidence and artifacts. In order to support a rating, evidence drawn from at least three observations and/or artifacts must be present. Hearsay, "gut feelings", or things "heard around the building" are not grounds for any rating and do not constitute evidence. Inclusion of such endangers the validity of any rating. Only that which was observed by the evaluator is eligible for inclusion. Furthermore, any rating in one of the four standards of "needs improvement" or "unsatisfactory" must be based on evidence coming from at least **seven** unannounced observations, [as well as] conferences and other documentation collected for the purpose of evaluating.

Only that evidence collected through the normal procedures of the school building, or mentioned in feedback to the educator, can be used as the basis for a rating. Impressions from standing in the hallway, or gathered as an evaluator is performing duties not related to the evaluation process, are not eligible as evidence. Any evidence not included in feedback to educators is ineligible.

Much of the evidence, particularly on Standards I. & II. come from unannounced observations, often called walkthroughs. A walkthrough with a duration of ten or more minutes must result in feedback supplied to an educator within **five** school days. Note that this form is not intended to replace all other methods of communication; emails or short notes are still welcome means of aiding educators in improving their craft.

The form should not be signed when first shared, to allow for discussion and a fair summation of what was observed in the classroom. It is recommended that the evaluator print this form as written, initially by the evaluator, in preparation for further discussion. When the educator has received notice that a new form has been inputted s/he has **five** school days on which to offer comment or ask questions. Forms should not be signed while that discussion is ongoing. At the conclusion of any discussion based on a form, or at the conclusion of this period, the evaluator and educator should sign the Walkthrough Form.

Educators on Directed Growth Plan, Improvement Plans, and Developing Educator Plans will have at least one announced observation. The conference before and after the scheduled observations should be based on the evaluation form.

Further grounds of ratings can be gleaned from the use of **artifacts**, any evidence of practice collected by the evaluator or provided by the Educator**. There is no requirement of any sort for a minimum / maximum number of artifacts, and no such requirement can be created.** Educators are encouraged to use artifacts to offer proof that standards are being met, either in response to negative feedback, or to "fill in" any evaluation areas. This will be particularly applicable after the formative evaluation report. Artifacts can be submitted in paper form or uploaded.

Much of this system is reliant on deadlines. These deadlines may be altered due to unforeseen circumstances with the agreement of the evaluators and educators. Should any deadline fall on a day when the schools are not open, any forms would be due the next school day.

Educator Plans- General

Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.

The Educator Plan shall include:

At least one goal related to Improvement of Professional Practice tied to one or more Performance

Standards;

At least one goal for the Improvement of Student Learning, Growth, and Achievement of the students under the Educator's responsibility;

An outline of actions the Educator will take to attain the goals. Actions must include specified professional development and learning activities that the Educator 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.

It is the Educator '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.

Evidence Used in Evaluation
The following categories of evidence shall be used in evaluating each Educator:
Judgments based on observations and artifacts of practice including:
Announced or unannounced observations of practice of any duration.
Announced observation(s) are required for non-PTS Educators in the first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
Examination of Educator work products.
Examination of student work samples.

Additional evidence relevant to one or more Performance Standards, including but not limited to:
Evidence compiled and presented by the Educator, including (605.35:07): Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture; Evidence of active outreach to and engagement with families. Evidence of progress towards professional practice goal(s); Evidence of progress toward student learning goal(s)

Career Advancement
In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approval by the superintendent. (603 CMR 35.08(6))

General Provisions
In order to qualify for a leadership position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.

Only Educators who are currently licensed as administrators may serve as Primary Evaluators of Educators. All Supervising Evaluators must be highly qualified in their field or hold a current, Massachusetts license as Supervisor/Director or Assistant Principal/Principal. All evaluators must complete the district's identified and approved training in the principles of supervision and evaluation. Evaluators that have not completed the required evaluation training, may not make a determination of "Needs Improvement", or "Unsatisfactory" on an employee's Formative or Summative report.

Evaluators shall not make negative comments about the Educator '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 an administrator's ability to investigate a complaint, or secure assistance to support an Educator.

The superintendent or designee shall ensure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.

Should there be a disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.

Violations of this article are subject to the grievance and arbitration procedures.

Evaluation Regulations as Negotiated
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.; In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.

The regulatory purposes of evaluation are:

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);

To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);

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

To assure effective teaching and administrative leadership, 35.01(3).

Definition of Terms (* indicates definition is generally based on 603 CMR 35.02)

***Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.

Caseload Educator: Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.

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 Teaching Practice (603 CMR 35.03).

***Educator(s):** Inclusive term that applies to all members of Unit A as identified in Article I of the Unit A Contract. This includes classroom teachers and caseload educators, unless otherwise noted.

***Educator Plan:** The growth or improvement actions identified as part of each Educator 's evaluation. The type of plan shall be determined by the Educator's career stage and overall performance rating.

***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 to assess total job effectiveness and make personnel decisions (the "summative evaluation").

***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, the completed "Analyzing Teachers for Student Results (ASTR) or its equivalent course. Also, all Evaluators will either be licensed as Supervisor/Director or Assistant Principal/Principal or designated as Highly Qualified in their subject area. Only Educators who are currently licensed as administrators may serve as Primary Evaluators of Educators. All Supervising Evaluators must be highly qualified in their field or hold a current Massachusetts license as Supervisor/Director or Assistant Principal/Principal. All evaluators must complete the district's identified and approved training in the principles of supervision and evaluation. Evaluators that have not completed the required evaluation training, may not make a determination of "Needs Improvement", or "Unsatisfactory" on an employee's Formative or Summative report.

Primary Evaluator: shall be the person who determines the Educator 's performance ratings. The primary evaluator shall be the Principal or equivalent.

Supervising Evaluator: shall be the person responsible for developing the Educator Plan, supervising the Educator 's progress through formative assessments, evaluating the Educator 's progress toward attaining the Educator Plan goals, and making recommendations about pedagogy and practices that assist educators. The Supervising Evaluator may be the primary Evaluator or his/her designee.

Teaching Staff Assigned to More Than One Building: Each Educator who is assigned to more than one building will be evaluated by the appropriate Evaluator where the individual is assigned most of the time. The principal, or equivalent, of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominant assignment, the superintendent will determine who the primary evaluator will be.

Notification: The Educator 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 Educator.

Evaluation Cycle: **A five-stage process**:
1. Goal-setting and Educator Plan development
2. Implementation of the Plan
3. Collection of artifacts/evidence
4. Collaborating with Evaluator for Formative Evaluation & Summative Evaluation
5. Reflection and next steps for following year

***Experienced Educator**: An educator with Professional Teacher Status (PTS).

***Family**: Includes students' parents, legal guardians, or primary caregivers.

***Formative Evaluation**: An evaluation conducted at the end of Year 1 for an Educator on a 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 Teaching Practice, or both.

***Goal**: A specific, actionable, and measurable area of improvement as set forth in an Educator's plan.

A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.

Parties: The parties to this agreement are the Wareham School Committee and the Wareham Education Association that represents the Unit A Educators covered by this agreement for purposes of collective bargaining.

Rating of Overall Educator Performance: The Educator 's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator 's attainment of goals set forth in the Educator Plan, as follows: (603 CMR 35.03)

Standard 1: Curriculum, Planning and Assessment
Standard 2: Teaching All Students
Standard 3: Family and Community Engagement
Standard 4: Professional Culture

Attainment of or working toward Professional Practice Goal(s) and Student Learning Goal(s)

***Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:

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

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

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

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

***Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.

Rubric: The rubrics for Standards and Indicators of Effective Teaching Practice are a scoring tool used for the Educator's self-assessment formative evaluation, and summative evaluation. The district's rubric is available on TeachPoint.

Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03

Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03

Elements: Defines the individual components under each indicator
Descriptors: Describes practice at four levels of performance for each element

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 Educator 's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator 's Plan.

***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.

***Teacher**: An Educator in Unit A employed in a position requiring a certificate or license as described in 603 CMR 7.04(3) (a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00.

PRE-PTS EVALUATION

Developing Educator Plan
An educator without professional status and in his/her first three years in the Wareham Public Schools shall be formally evaluated at least annually.

Educators on Plans of Less than One Year (Pre-PTS)
The timeline for educators on plans of less than one year will be established in the Educator Plan.

Evaluation Cycle
Training will be provided annually outlining the components and provide explanation and clarification. Educators hired after October 1, will be guided through the process and goals will be created within one month of the date of hire.

Evaluation Cycle: Annual Orientation
At the start of each school year, the superintendent/designee or Principals shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent or designee shall:

Provide an overview of the evaluation process, including goal-setting and the educator plans. Provide District and School goals and priorities, as well as professional development opportunities related to those goals and priorities.

Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.

The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year provided an announcement is made at the beginning at the meeting.

Proposing the Goals
For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in drafting the student learning goals and professional practice goals.

Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.

Evaluation Cycle: Goal Setting

Every Educator has one goal related to the improvement of practice and one goal for the improvement of student learning; both should consider and complement the School's Improvement Plan. The Plan also outlines actions the Educator will take to attain the goals established in the Plan. Goals may be developed by individual Educators, by the Evaluator, by grade-level, subject-area, or department teams, or groups of Educators who have similar roles and/or responsibilities or share responsibility for student learning and results.

To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed.

Evaluation cycle goal-setting meetings shall be conducted as follows:

Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or before October 1st of the next academic year to set their goals. Educators shall not be expected to meet during the summer hiatus.

For those Educators new to the school, the meeting with the Evaluator to set their goals must occur by October 1st or within four weeks of the start of their assignment in that school.

The Evaluator approves the Educator's goals by October 15th, and signs them within **five** school days of their receipt. The Evaluator may include a written response. If the goals undergo further refinement the form may be rewritten.

Evaluation Timeline

Educator Type	**Evidence**		**Formative**		**Summative**	
			Due to Educator	*Signed by Evaluator*	*Due to Educator*	*Signed by Evaluator*
Pre-PTS	Jan 10	April 12	Feb. 1	Feb. 15	May 15	June 1

Additional Dates

Educator Type	**Action**	**Due Date**
All educators	½ day training for goals and evaluation process	September
All educators	Goals due	October 1
All educators	Evaluator meets with educator when overall summative evaluation indicates *Needs Improvement* or *Unsatisfactory*	
Pre-PTS	Evaluator completes one announced observation	November 15
Pre-PTS (1st year or new position)	Evaluator completes second announced observation	April 15

* If school is not in session on the due date, the date shifts to the following work day

Evaluation Cycle: Observation of Practice and Examination of Artifacts

Observations
The Evaluator's first observation of the Educator should take place by November 15th. During a single observation, the Evaluator is not required nor expected to review all the indicators in the district rubric.

Unannounced observations (See definition of 'observations ' in the definitions) may be in the form of partial or full-period classroom visitations, Instructional Rounds, Walk-throughs, Learning Walks, or any other means deemed useful by the Evaluator, principal, superintendent, or other administrator.

The Educator will be provided with at least brief written feedback from the Evaluator within **five** school days of the observation. The written feedback shall be delivered to the Educator.

Announced Observations
The Educator shall select the date and time of the lesson or activity to be observed and discuss with the Evaluator any specific goal(s) for the observation.

Within **five** school days of the scheduled observation, the Evaluator and Educator shall meet for a pre-observation conference.

The Educator shall provide the Evaluator with a summary of the lesson or activity to be observed prior to the announced observation.

The Educator 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 Educator as soon as is reasonable.

Within **five** school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.

The Evaluator shall provide the Educator with written feedback within **five** school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:

- Describe the basis for the Evaluator's judgment.
- Describe actions the Educator should take to improve performance.
- Identify support and/or resources the Educator may use in improvement.
- State that the Educator is responsible for addressing the need for improvement.

Evaluation Cycle: Formative Evaluation
Educators on a Developing Educator Growth Plan receive a Formative Evaluation report at the half-way point of each school-year cycle.

The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.

The Educator shall provide to the Evaluator evidence of family/community engagement, professional culture, and progress on attaining professional practice and student learning goals. The Educator may

also provide to the evaluator additional evidence of the educator 's performance against the four Performance Standards. The evidence will be provided no later than **January 10th**.

The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator by **February 1st**. Once the Educator and Evaluator have reviewed the document and discussed, if necessary, the Evaluator will sign the report and the Educator shall sign the Formative Evaluation report upon receipt of the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with content and ratings.

Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.

The Educator may reply in writing to the Formative Evaluation report within **ten** school days of receiving the report.

A copy of the signed Formative Evaluation report shall be filed in the Educator's personnel file.

Evaluation Cycle: Summative Evaluation
The evaluation cycle concludes with a summative evaluation report.

The Supervising Evaluator determines the initial 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 work toward attainment of the Educator Plan goals.

The professional judgment of the Primary Evaluator, in consultation with the supervising evaluator, shall determine the final, overall summative rating that the Educator receives.

The summative evaluation rating must be based on evidence from multiple categories. MCAS Growth scores shall not be the basis for a summative evaluation rating.

To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Standard I, Curriculum, Planning and Assessment, and the Standard 2, Teaching All Students.

The Educator shall provide to the Evaluator evidence of family/community engagement, professional culture, and progress on attaining professional practice and student learning goals. The Educator may also provide to the evaluator additional evidence of the educator 's performance against the four Performance Standards. The evidence will be provided no later than **April 12th**.

The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.

The Evaluator shall deliver a copy of the Summative Evaluation report to the Educator no later than **May 15th.**

The Evaluator and Educator shall sign the final Summative Evaluation report by **June 1st.** The Educator's signature does not indicate agreement or disagreement with its content.

The Educator shall have the right to respond in writing, within **15** school days to the summative evaluation which shall become part of the final Summative Evaluation report.

The Primary Evaluator shall meet with the Educator rated Needs Improvement or Unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.

An Evaluator will meet with the Educator rated Proficient or Exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by **June 10th**.

Upon confirmation of professional status, the Educator and the Supervising Evaluator may develop the Self-Directed Growth Plan.

A copy of the signed final Summative Evaluation report shall be filed in the Educator 's personnel file.

PTS EVALUATION

Self-Directed Growth Plan:
A Self-Directed Growth Plan is for educators who have an overall rating of proficient or exemplary. A formative evaluation report is provided at the end of year one and summative evaluative report, at the end of year two.

Evaluation Cycle
Training will be provided annually outlining the components and provide explanation and clarification.

Evaluation Cycle: Annual Orientation
At the start of each school year, the superintendent/designee or Principals shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent or designee shall:

Provide an overview of the evaluation process, including goal-setting and the educator plans. Provide District and School goals and priorities, as well as professional development opportunities related to those goals and priorities.

Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.

The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year provided an announcement is made at the beginning at the meeting.

Proposing the Goals
For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in drafting the student learning goals and professional practice goals.

Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.

Evaluation Cycle: Goal Setting
Every Educator has one goal related to the improvement of practice and one goal for the improvement of student learning; both should consider and complement the School's Improvement Plan. The Plan also outlines actions the Educator will take to attain the goals established in the Plan. Goals may be developed by individual Educators, by the Evaluator, by grade-level, subject-area, or department teams, or groups of Educators who have similar roles and/or responsibilities or share responsibility for student learning and results.

To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed.

Evaluation cycle goal-setting meetings shall be conducted as follows:
Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or before October 1st of the next academic year to set their goals. Educators shall not be expected to meet during the summer hiatus. The goal-setting form should initially be submitted with the box "Proposed Goals" checked. If the goals are approved as written, the Educator will check the box "Final Goals".
The Evaluator approves the Educator's goals by October 15th, and signs them within **five** school days of their receipt. The Evaluator may include a written response. If the goals undergo further refinement, the form may be rewritten.

Evaluation Timeline

Educator Type	**Evidence**		**Formative**		**Summative**	
			Due to Educator	*Signed by Evaluator*	*Due to Educator*	*Signed by Evaluator*
1 of 2 *(Formative)*	April 12		May 22	June 10		
2 of 2 *(Summative)*	April 12				May 15	June 1

Additional Dates

Educator Type	**Action**	**Due Date**
All educators	½ day training for goals and evaluation process	September
All educators	Goals due	October 1
All educators	Evaluator meets with educator when overall summative evaluation indicates *Needs Improvement* or *Unsatisfactory*	

**If school is not in session on the due date, the date shifts to the following work day

Evaluation Cycle: Observation of Practice and Examination of Artifacts

Observations
The educator whose overall rating is proficient or exemplary must have at least
one unannounced observation (See definition of "observations".) during the evaluation cycle. During a single observation, the Evaluator is not required nor expected to review all the indicators in the district rubric.

Unannounced observations: (See definition of 'observations ' in the definitions) may be in the form of partial or full-period classroom visitations, Instructional Rounds, Walk-throughs, Learning Walks, or any other means deemed useful by the Evaluator, principal, superintendent, or other administrator.

The Educator will be provided with at least brief written feedback from the Evaluator within **five** school days of the observation. The written feedback shall be delivered to the Educator.

Any Educator whose plan ends with an overall summative rating of needs improvement or unsatisfactory must have received at least **seven** unannounced observations during the previous year.

Evaluation Cycle: Self-Directed Formative Evaluation

Educators on a Self-Directed Growth Plan receive a Formative Evaluation report near the end of the first year of the two- year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating.

The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.

The Educator shall provide to the Evaluator evidence of family/community engagement, professional culture, and progress on attaining professional practice and student learning goals. The Educator may also provide to the evaluator additional evidence of the educator 's performance against the four Performance Standards. The evidence will be provided no later than **April 12th**.

The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator by **May 22nd and signed by the Evaluator June 10th.** Once the Educator and Evaluator have reviewed the document and discussed, if necessary, the Evaluator will sign the report and the Educator shall sign the Formative Evaluation report upon receipt of the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with content and ratings.

Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.

The Educator may reply in writing to the Formative Evaluation report within **ten** school days of receiving the report.

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

A copy of the signed Formative Evaluation report shall be filed in the Educator's personnel file.

Evaluation Cycle: Summative Evaluation

The evaluation cycle concludes with a summative evaluation report. For Educators on a Self-Directed Growth Plan, the summative report must be written and provided to the educator by **May 15th.**

The Supervising Evaluator determines the initial 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 work toward attainment of the Educator Plan goals.

The professional judgment of the Primary Evaluator, in consultation with the supervising evaluator, shall determine the final, overall summative rating that the Educator receives.

The summative evaluation rating must be based on evidence from multiple categories. MCAS Growth scores shall not be the basis for a summative evaluation rating.

To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Standard I, Curriculum, Planning and Assessment, and the Standard 2, Teaching All Students.

The Educator 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 educator may also provide to the evaluator additional evidence of the educator 's performance against the four Performance Standards. The evidence will be provided no less than two weeks before the due date for the Summative Evaluation report. The due date is **April 12th**.

The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.

The Evaluator shall deliver a copy of the Summative Evaluation report to the Educator no later than **May 15th.**

The Evaluator and Educator shall sign the final Summative Evaluation report by June 1st. The Educator's signature does not indicate agreement of disagreement with its content.

The Educator shall have the right to respond in writing, within **10** school days to the summative evaluation which shall become part of the final Summative Evaluation report.

The Primary Evaluator shall meet with the Educator rated Needs Improvement or Unsatisfactory to discuss the summative evaluation. The meeting shall occur by **June 1st**.

An Evaluator will meet with the Educator rated Proficient or Exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by **June 10th**.

Upon mutual agreement, the Educator and the Supervising Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.

A copy of the signed final Summative Evaluation report shall be filed in the Educator 's personnel file.

PTS NEEDS IMPROVEMENT EVALUATION

Directed Growth Plan

1). PTS teachers that have a previous overall rating in needs improvement are placed on this plan.
2). The goal of the plan must address areas identified as needing improvement as determined by the evaluator.
3). The evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the plan, but at least annually and no later than June 1.
4). When the evaluator determines that the performance is proficient or exemplary the Educator is transitioned to a Self-Directed Growth Plan for the next evaluation cycle.
5). For an Educator that does not rate overall proficient or exemplary, the Educator is placed on an Improvement Plan for the next evaluation cycle.

Evaluation Cycle

Training will be provided annually outlining the components and provide explanation and clarification.

Evaluation Cycle: Annual Orientation

At the start of each school year, the superintendent/designee or Principals shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent or designee shall:

Provide an overview of the evaluation process, including goal-setting and the educator plans, District and School goals and priorities;

Furnish professional development opportunities related to those goals and priorities;
Provide all Educators with directions for obtaining a copy of the forms and rubrics used by the district. These may be electronically provided;

The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year provided an announcement is made at the beginning at the meeting.

Proposing the Goals
Educators may consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results. Educators may establish team goals. Evaluators may participate in such meetings.

The Evaluator or his/her designee will meet with each Educator by October 1st to assist the Educator in drafting the student learning goals and professional practice goals.

Evaluation Cycle: Goal Setting
Every Educator has one goal related to the improvement of practice and one goal for the improvement of student learning; both should consider and complement the School's Improvement Plan. The Plan also outlines actions the Educator will take to attain the goals established in the Plan. Goals may be developed by individual Educators, by the Evaluator, by grade-level, subject-area, or department teams, or groups of Educators who have similar roles and/or responsibilities or share responsibility for student learning and results.

To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed.

Evaluation cycle goal-setting meetings shall be conducted as follows:

Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or October 1st of the next academic year to set their goals. Educators shall not be expected to meet during the summer hiatus.

The Evaluator shall meet individually with Educators with PTS and 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 grade level or subject matter goals.

The Evaluator approves the Educator's goals by October 15th, and signs them within **five** school days of their receipt. The Evaluator may include a written response. If the goals undergo further refinement the form may be rewritten.

Evaluation Timeline

Educator Type	Evidence	Formative	Summative

			Due to Educator	*Signed by Evaluator*	*Due to Educator*	*Signed by Evaluator*
1 of 2 *(Formative)*	April 12		May 22	June 10		
2 of 2 *(Summative)*	April 12				May 15	June 1

Additional Dates

Educator Type	**Action**	**Due Date**
All educators	½ day training for goals and evaluation process	September
All educators	Goals due	October 1
All educators	Evaluator meets with educator when overall summative evaluation indicates *Needs Improvement* or *Unsatisfactory*	
Improvement or Directive Plan	Evaluator and educator meet to develop plan	October 15
Improvement or Directive Plan	Plan complete	November 1

**If school is not in session on the due date, the date shifts to the following work day
Please note: If an educator is on an Improvement or Directed Growth Plan, the dates will be determined by the Educator and Evaluator.

Observation of Practice and Examination of Artifacts
The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations (See definition of "observations".).

Observations
The Evaluator's first observation of the Educator should take place by November 15. During a single observation, the Evaluator is not required nor expected to review all the indicators in the district rubric.

Unannounced Observations (See definition of 'observations ' in the definitions) may be in the form of partial or full-period classroom visitations, Instructional Rounds, Walk-throughs, Learning Walks, or any other means deemed useful by the Evaluator, principal, superintendent or another administrator.

The Educator will be provided with at least brief written feedback from the Evaluator within **five** school days of the observation. The written feedback shall be delivered to the Educator.

Announced Observations
The Educator shall select the date and time of the lesson or activity to be observed and discuss with the Evaluator any specific goal(s) for the observation.

Within 5 school days of the scheduled observation, the Evaluator and Educator shall meet for a pre-observation conference.

The Educator shall provide the Evaluator with a summary of the lesson or activity to be observed prior to the observation.

The Educator 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 Educator as soon as reasonable.

Within **five** school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.

The Evaluator shall provide the Educator with written feedback within **five** school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:

- Describe the basis for the Evaluator's judgment.
- Describe actions the Educator should take to improve performance.
- Identify support and/or resources the Educator may use in improvement.
- State that the Educator is responsible for addressing the need for improvement.

Evaluation Cycle: Formative Evaluation
The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.

The Educator shall provide to the Evaluator evidence of family/community engagement, professional culture, and progress on attaining professional practice and student learning goals. The Educator may also provide to the evaluator additional evidence of the educator 's performance against the four Performance Standards. The evidence will be provided no later than **April 12.**

The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator by **February 1st** Once the Educator and Evaluator have reviewed the document and discussed, if necessary, the Evaluator will sign the report and the Educator shall sign the Formative Evaluation report upon receipt of the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with content and ratings.

Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.

The Educator may reply in writing to the Formative Evaluation report within **ten** school days of receiving the report.

A copy of the signed Formative Evaluation report shall be filed in the Educator's personnel file.

Evaluation Cycle: Summative Evaluation
The evaluation cycle concludes with a summative evaluation report.

The Supervising Evaluator determines the initial 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 work toward attainment of the Educator Plan goals.

The professional judgment of the Primary Evaluator, in consultation with the supervising evaluator, shall determine the final, overall summative rating that the Educator receives.

The summative evaluation rating must be based on evidence from multiple categories. MCAS Growth scores shall not be the basis for a summative evaluation rating.

The Educator shall provide to the Evaluator evidence of family/community engagement, professional culture, and progress on attaining professional practice and student learning goals. The educator may

also provide to the evaluator additional evidence of the educator 's performance against the four Performance Standards. The evidence will be provided no later than April **12th**.

The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.

The Evaluator shall deliver a copy of the Summative Evaluation report to the Educator no later than **May 15th.**

The Evaluator and Educator shall sign the final Summative Evaluation report by June 1. The Educator's signature does not indicate agreement or disagreement with its content.

The Educator shall have the right to respond in writing, within **10** school days to the summative evaluation which shall become part of the final Summative Evaluation report.

The Primary Evaluator shall meet with the Educator rated Needs Improvement or Unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.

A copy of the signed final Summative Evaluation report shall be filed in the Educator 's personnel file.

Educator Plans: Directed Growth Plan
A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.

The goals in the Plan must address areas identified as needing improvement in the Summative Evaluation Report.

The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June lst.

For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.

Upon mutual agreement, the Educator and the Supervising Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.

For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

A Teacher 's reasonable request for assistance on the directed growth plan will be granted. Any disputes over what is reasonable will be resolved by the Superintendent and the Association President.

PTS UNSATISFACTORY EVALUATION

Improvement Plans
1). An Improvement Plan is for those Educators rated as overall unsatisfactory.
2). This plan, keeping in mind what is in the best interest of children, can be no fewer than 75 calendar days and no more than one school year.
3). A Summative evaluation report must be completed by the end of the determined period of time.
4). The Improvement Plan shall define the problem(s) of practices identified through the observations and evaluations.

5). The Educator may request that a representative from the Wareham Educators Association attend meeting(s).
6). If the Educator consents, the Wareham Educators Association will be informed that an Educator has been placed on an Improvement Plan.

The Improvement Plan Shall
1). Define improvement goals directly related to performance standards, indicators and elements.
2). Describe the activities and work the Educator should complete as a means to improve performance.
3). Describe the assistance the district will provide.
4). Articulate measurable outcomes that will be accepted as evidence toward improvement.
5). Detail the timeline for completion of the plan.
6). Identify the individuals assigned to assist the Educator.
7). Include the signatures of the Educator and Evaluator.

Decision on the Educators Status at the Conclusion of the Improvement Plan
All determinations below must be made no later than June 1. 1 of 3 alternatives must be chosen and decisions must be made at the conclusion of an Improvement Plan.

- If the Evaluator determines that the Educator has improved practice to the level of proficiency required and the Educator is placed on a Self-Directed Growth Plan.
- If the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
- If the Evaluator determines that the Educator is not making substantial progress toward proficiency, or the Educator's practice remains at a level of unsatisfactory, the Evaluator shall recommend to the Superintendent that the Educator be dismissed.

Evaluation Cycle
Training will be provided annually outlining the components and provide explanation and clarification. Educators hired after October 1, will be guided through the process and goals will be created within one month of the date of hire.

Evaluation Cycle: Annual Orientation
At the start of each school year, the superintendent/designee or principals shall conduct a meeting for educators and evaluators focused substantially on educator evaluation. The superintendent or designee shall:

Provide an overview of the evaluation process, including goal-setting and the educator plans. Provide District and School goals and priorities, as well as professional development opportunities related to those goals and priorities.

Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.

The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year provided an announcement is made at the beginning at the meeting.

Proposing the Goals
The Evaluator or his/her designee will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in drafting the student learning goals and professional practice goals.

Evaluation Cycle: Goal Setting

Every Educator has one goal related to the improvement of practice and one goal for the improvement of student learning; both should consider and complement the School's Improvement Plan. The Plan also outlines actions the Educator will take to attain the goals established in the Plan. Goals may be developed by individual Educators, by the Evaluator, by grade-level, subject-area, or department teams, or groups of Educators who have similar roles and/or responsibilities or share responsibility for student learning and results.

To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed.

Evaluation cycle goal-setting meetings shall be conducted as follows:

Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or before October 1st of the next academic year to set their goals. Educators shall not be expected to meet during the summer hiatus.

For those Educators new to the school, the meeting with the Evaluator to set their goals must occur by October 1st or within four weeks of the start of their assignment in that school.

The Evaluator approves the Educator's goals by October 15th, and signs them within **five** school days of their receipt. The Evaluator may include a written response. If the goals undergo further refinement the form may be rewritten.

For Educators with PTS and 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 grade level or subject area team goals.

Evaluation Timeline

Educator Type	**Evidence**		**Formative**		**Summative**	
			Due to Educator	*Signed by Evaluator*	*Due to Educator*	*Signed by Evaluator*
1 of 2 *(Formative)*	April 12		May 22	June 10		
2 of 2 *(Summative)*	April 12				May 15	June 1

Additional Dates

Educator Type	**Action**	**Due Date**
All educators	½ day training for goals and evaluation process	September
All educators	Goals due	October 1

All educators	Evaluator meets with educator when overall summative evaluation indicates *Needs Improvement* or *Unsatisfactory*	
Improvement or Directive Plan	Evaluator and educator meet to develop plan	October 15
Improvement or Directive Plan	Plan complete	November 1

* If school is not in session on the due date, the date shifts to the following work day
Please note: If an educator is on an Improvement or Directed Growth Plan, the dates will be determined by the Educator and Evaluator.

Observation of Practice and Examination of Artifacts -Educators with PTS
The Educator whose overall rating is unsatisfactory must 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.

Any Educator whose plan ends with an overall summative rating of needs improvement or unsatisfactory must have received at least **seven** unannounced observations during the previous year.

Observations
The Evaluator's first observation of the Educator should take place by November 15. Observations required by the Educator Plan should be completed by May 15th. The Evaluator may conduct additional observations after this date. During a single observation, the Evaluator is not required nor expected to review all the indicators in the district rubric.

Unannounced Observations (See definition of 'observations ' in the definitions)

Unannounced observations may be in the form of partial or full-period classroom visitations, Instructional Rounds, Walk-throughs, Learning Walks, or any other means deemed useful by the Evaluator, principal, superintendent or other administrator.

The Educator will be provided with at least brief written feedback from the Evaluator within **five** school days of the observation. The written feedback shall be delivered to the Educator.

Announced Observations
The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.

Within 5 school days of the scheduled observation, the Evaluator and Educator shall meet for a pre-observation conference.

The Educator shall provide the Evaluator with a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.

The Educator 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 Educator as soon as reasonably practical.

Within **five** school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.

The Evaluator shall provide the Educator with written feedback within **ten** school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:

- Describe the basis for the Evaluator's judgment.
- Describe actions the Educator should take to improve his/her performance.
- Identify support and/or resources the Educator may use in his/her improvement.
- State that the Educator is responsible for addressing the need for improvement.
- Decision on the Educator 's status at the conclusion of the Improvement Plan.

TEACHER EVALUATION REFERENCE TABLE* ***This is intended for quick reference. Refer to Appendix F for details of the evaluation process.**			
Educator, Rating and Plan	**# of Observations** (announced/unannounced)	**Goals**	**Dates**
Pre-PTS, 1 year of practice Developing Educator Plan	Min. 2/Min. 4	Address induction and mentoring goals May consider goals for grade-level, subject-area, department teams, or other groups of educators who share responsibility for students learning and results	Evaluation is annually Goal Setting meeting- by October 1 (or within 4- weeks of Educator's first day of employment if after Sept 15) Educator Plan Approval- by Oct 15 One announced observation by Nov 15 Second announced observation by April 15 Evidence by January 10 and April 12 Formative to Educator by Feb 1 Formative signed by Evaluator by Feb 15 Summative to Educator by May 15 Summative signed by Evaluator by June

			1 Plans with timelines of less than one year will be established in the Educator Plan
Pre-PTS, 2-3 years of practice Developing Educator Plan	Min. 1/Min. 4	May address shared grade level or subject area team goals unless Evaluator indicates induction and mentoring goals May consider goals for grade-level, subject-area, department teams, or other groups of educators who share responsibility for students learning and results	Evaluation is annually Goal-setting meeting with Evaluator- at end of previous cycle or October 1 Educator Plan Approval- by Oct 15 One announced observation by Nov 15 Evidence by January 10 and April 12 Formative by Feb 1 Formative signed by Evaluator by Feb 15 Summative to Educator by May 15 Summative signed by Evaluator by June 1
PTS Proficient or Exemplary Self-Directed Growth Plan	-/1	May be team goals May be professional practice goals for sharing practice with colleagues or developing leadership skills	Goal-setting meeting with Evaluator- at end of previous cycle or October 1 Educator Plan Approval- by Oct 15 Evidence due- April 12 Observations completed- by May 15 Formative (Year 1 of 2) due to Educator by May 22 Formative (year 1 of 2) signed by Evaluator by June 10 Summative (year 2 of 2) to Educator by May 15 Summative (year 2 of 2) signed by Evaluator by June 1 Summative Evaluation Meeting- by June 10 at request of Evaluator or Educator

PTS Needs Improvement Directed Growth Plan	Min. 1/Min.2	Address specific standards and indicators identified for improvement May address shared grade level or subject area team goals	At least annually by June 1 Goal-setting meeting with Evaluator- at end of previous cycle or October 1 Educator Plan Approval- by Oct 15 Plan complete by Nov 1 1st Observation- by Nov 15 Evidence due- April 12 Observations completed- by May 15 Formative Evaluation- by Feb. 1 Summative complete at end of period determined by Plan, no later than June 1
PTS Unsatisfactory Improvement Plan- no fewer than 75 days, not more than one school year	determined by Evaluator Min. 1/Min. 4	Address specific standards and indicators identified for improvement May address shared grade level or subject area team goals	Goal-setting meeting with Evaluator- at end of previous cycle or October 1 Educator Plan Approval- by Oct 15 Plan complete by Nov 1 1st Observation- by Nov 15 Formative- mid-cycle Summative- end of determined time period Timeline for each component detailed in plan
PTS Unsatisfactory Improvement Plan- 6 months or fewer No fewer than 75 days, not more than one school year	Min. 1/2	Address specific standards and indicators identified for improvement May address shared grade level or subject area team goals	Goal-setting meeting with Evaluator- at end of previous cycle or October 1 Educator Plan Approval- by Oct 15 Plan complete by Nov 1 1st Observation- by Nov 15 Formative- mid-cycle Summative- end of determined time period Timeline for each component detailed in plan

ALL Educators- Evaluator meets with educator when overall summative evaluation indicates *Needs Improvement* or *Unsatisfactory*
ALL Educators- September- ½ day training for goals and evaluation process

Appendix G - Form A

Intensive Assistance

Notice

I wish to notify you that I am considering placing you in Intensive Assistance because of the following:

Prior to making a final determination I wish to meet with you on _____ at _____.

You are encouraged to have WEA representation to this meeting.

_____	_____
Teacher's Signature*	Principal/Director's Signature
_____	_____
Date	Date

* Note: Signature does not signify agreement with contents, but only signifies receipt of a copy of the form.

Appendix G - Form B
Intensive Assistance
Determination Report

Teacher's Name _____ Date_____

This form is to be completed by the evaluator following the determination meeting with the teacher and the WEA representative (if applicable).

Check one:

___ I have determined to take no action.

___ I have determined to place you in the Comprehensive year for the following reasons:

___ I have determined to place you into intensive assistance for the following reasons:

_____ _____
Teacher's Signature * Principal/Evaluator's Signature

_____ _____
Date Date

* Note: Signature does not signify agreement with contents, but only signifies receipt of a copy of the form.

Appendix G - Form C
Intensive Assistance
Assistance Team Plan

Team Members:

Teacher:_____ Signature:_____

Principal/Director:_____ Signature:_____

*Peer assistant(s):_____ Signature:_____

Other evaluator/observer(s):_____ Signature:_____

Date:_____

Standard Area:

The problem:

Performance Goals:

Strategies, activities, and timetable:

Support structures:

Data collection method and sources:

Evidence for progress:

Appendix G - Form D

Intensive Assistance
Summative Report

Recommendation:

_____ Return to the Comprehensive evaluation cycle

_____ Continue in Intensive Assistance (Maximum of six (6) consecutive cycles)

_____ Initiate Dismissal Process

_____ Other (explain):

_____	_____
Teacher's Signature *	Principal/Director's Signature
_____	_____
Date	Date

* Note: Signature does not signify agreement with contents, but only signifies receipt of a copy of the form.

Appendix H
Disability Leave Request

Dear Physician:

Ms. _____ is a Wareham teacher who has applied for a disability leave of absence. In order to determine whether she is eligible to use sick leave for a portion of the maternity leave of absence, which is given automatically, she must demonstrate that she is disabled from performing her duties as a teacher. In order to process the claim for sick leave, we need this signed form and supporting information:

I, _____, certify that _____
(physician's name printed) (name of teacher)

is disabled from performing her duties as a teacher from _____
(date)

through_____.
(date)

_____
Signature & Title

Please attach to this form a detailed explanation of the nature of the disability which makes her incapacitated from teaching and the anticipated date of recovery. Please provide the reasons behind your judgment as to the anticipated dates of disability.

Please note that we reserve the right to require an independent medical examination concerning the attending physician's medical opinion as to actual disability.

Thank you for your cooperation in this matter.

Very truly yours,

Superintendent of Wareham Public Schools

Appendix I
Teacher Sick Bank Donation Form

Upon attaining professional teacher status, you are eligible to become a member of the WEA sick bank. To become a member, you must complete this form indicating that you are donating one day initially. This form ***must*** be completed and returned to the Superintendent's Office by September 15 of the current school year.

Yes, I want to join the WEA sick bank:

Name: _____ Date: _____

No, I ***do not want*** to join the WEA sick bank at this time:

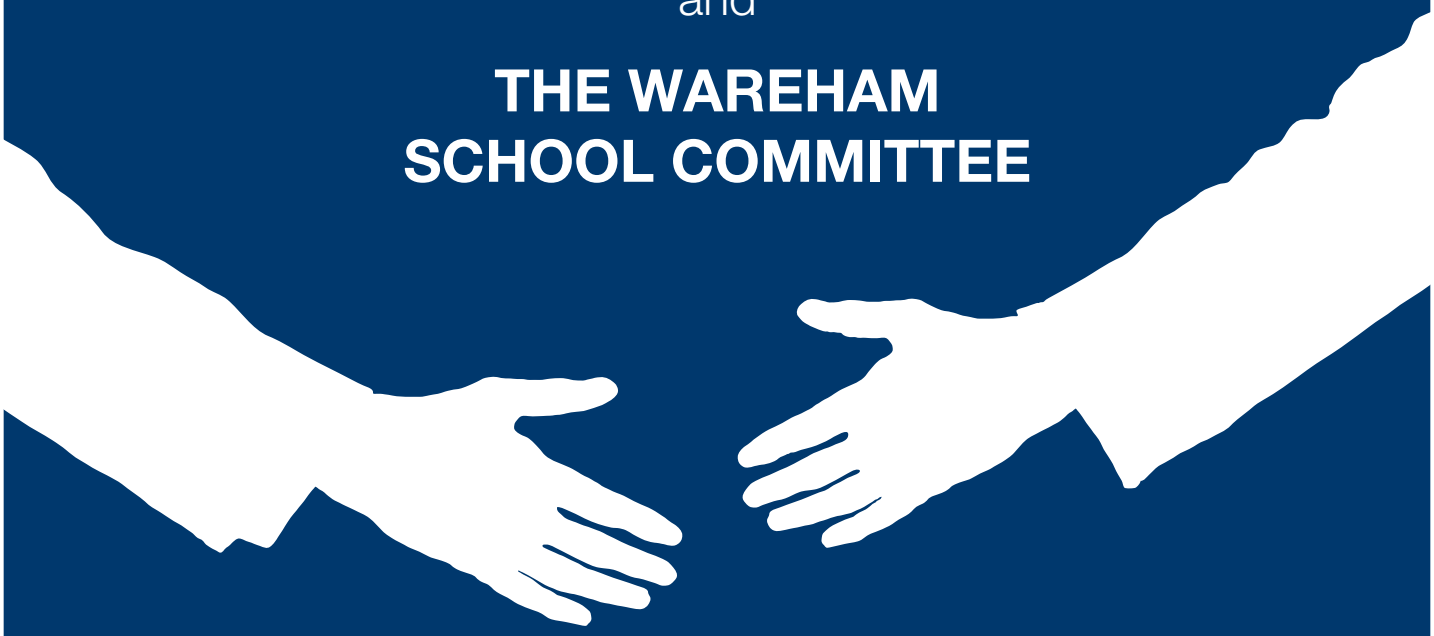
Name: _____ Date: _____

Agreement Between

THE WAREHAM EDUCATION ASSOCIATION, INC. UNIT B

and

THE WAREHAM SCHOOL COMMITTEE



July 1, 2024 – June 30, 2027

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PREAMBLE

Pursuant to the provisions of Chapter 150E, this Agreement is entered into this 1st day of July 2018 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.

B. In the event the Committee hires a substitute Assistant Principal, for a full work year, then such Assistant Principal 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 affected.

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 l, 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 lst 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.

   In the event that a mandatory agency fee is reinstated either through a binding court decision or through legislation, the Parties agree that the agency fee language with be consistent with any binding decision.

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. When a unit member reaches the maximum accrual, the member will still receive an annual allowance of 15 sick days at the beginning of the school year in which he/she may utilize prior to accessing the 130 days accrual. At the end of the school year, the sick day balance defaults back to 130 days for all unit members who have reached maximum accrual.

B. Sick leave that is not used each year shall accrue. Any unused personal leave days (as defined in Section XIV, A) will be contributed to accumulated sick leave.

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. Any unused personal leave days, with the exception of the carry over day, will be added to the accumulated sick leave subject to the 130 sick day accrual maximum (as defined in Article XII, B).

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 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, foster children and members of the Administrator's immediate household.
Up to three (3) school days per school year will be granted, either consecutively or separately, in the event of the death of the following: person(s) of significance. The Superintendent may authorize two (2) additional days leave when deemed advisable by the existing circumstances.

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 – Parental/Maternity/Placement/Adoptive 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. A non-birthing parent, an employee who gives birth or who legally adopts a child may use up to eight (8) weeks of accrued sick leave.. Consistent with M.G.L. Ch. 149, Section 105D, an employee who has completed the initial probationary period set by the terms of employment, not to exceed 3 months, or, if there is no such probationary period, has been employed by the same employer for at least 3 consecutive months as a full-time employee, shall be entitled to one (1) week of paid parental leave provided by the district separate from accrued sick leave within the allotted 8 weeks of parental leave for the purpose of giving birth, for bonding with a child, or for the placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled, for adoption with the employee who is adopting or intending to adopt the child; provided, however, that any 2 employees of the same employer shall only be entitled to 8 weeks of parental leave in aggregate for the birth or adoption of the same child.

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 lst of the school year in which the leave is taken or by March lst 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 l 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 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

Step	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.

- This will include the 180 student days, 4 professional development days, and 27 additional days scheduled by mutual agreement between the Assistant Principal and his/her Principal, and approved by the Superintendent or his/her designee.

- During the time students are not in the building, the Assistant Principal may work from home for five (5) days with prior approval from their direct supervisor (Building Principal) for both the time and project.

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.

G. Recall

1. Administrators laid off due to reduction in force shall be placed on the recall list for twenty-four (24) months from the effective date of the layoff.

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 w**ho 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 an**d 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 1st 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 1st 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 10th 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 10th (or within two weeks of the Administrator's first day of employment if the Administrator begins employment after September 10th) 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 15th 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 15th. Observations required by the Educator Plan should be completed by June 1st, 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. 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)

Activity:	**Completed By:**
Superintendent meets with evaluators and administrators to explain evaluation process	*Start of school year, but no later than September 15*
Evaluator meets with first-year New Administrators to assist in self-assessment and goal setting process Administrator submits self-assessment and proposed goals	September 10 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	*January 5**
Evaluator should complete mid-cycle Formative Assessment Reports for Administrators on one-year Educator Plans	*February 1*
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Administrator	*February 15*
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	*May 1**
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

Activity:	**Completed By:**
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, 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) **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 1/211 of his/her annual salary as set forth in the appendices of the Agreement.

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.

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 lst 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 lst of the school year in which the leave is taken or by March lst 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 lst, 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 7)
   High School (grade 8 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 lst 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 two thousand dollars ($2,000) 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

All references to Agency Fee shall be deemed invalid unless law is amended.

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 – Enhanced Longevity

Bargaining unit members **who have been a Unit A or B bargaining unit member since September 1, 2013** may elect a longevity payment of $3,642.42 per year for the three (3) consecutive years that follow the member's acceptance of this section. Bargaining unit members will be entitled to the entire sum of the amount in effect during the year of implementation plus the amounts in effect during the two subsequent years. Payment will continue until the remaining credit is exhausted. Any bargaining unit member who wishes to receive this payment 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. Twelve (12) new bargaining unit members per school year shall be eligible to receive this payment. Selection shall be on the basis of seniority. Should a bargaining unit member not be selected in a specific year, that member shall be the first selected in the succeeding year. **Appendix A, Longevity will be paused while the**

unit member receives the longevity payments outlined above. This benefit will sunset at the end of the 2034-2035 school year. All requests must be made by October 1, 2031.

Article XXXIV – Duration

A. The effective date of this Agreement shall be for the period covering September 1, 2024 through August 31, 2027.

B. This Agreement shall automatically renew itself for a successor term of one (1) year each unless, by the first day of November, 2027, either the Committee or the Association shall have given written notice of its desire to modify or terminate this Agreement.

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). Step 14 is for an Administrator who is commencing his/her 14th year of service in the Wareham School System. Step 19 is for an Administrator who is commencing his/her 19th year of service in Wareham and holds at least a Master's Degree.

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. **Curriculum Workshops and Committees & Stipendiary Positions and Salaries**

Refer to the relevant sections of the Unit A contract.

6. **Retirement**

If an educator who has a minimum of 20 years of service in the District submits an irrevocable letter of retirement to the Superintendent by November 15th **of the school year prior to the school year of retirement,** the educator will receive $12,000 in their final pay of the school year **of retirement.** The member must also submit retirement paperwork to the MTRS in order to receive payment. **This benefit will be reduced in perpetuity to $6,000 in the 2026-2027 school year. For those retiring in the 2024-2025 school year, the previous contract notification requirement of November 15, 2025 applies.**

6a. **Longevity**

Members shall receive the longevity benefit in a lump sum payment each year on December 1st after the completion of years served in Wareham listed below:

6 to 8 years	$300 (effective year 2 of the contract)
9 to 11 Years	$500 (this level and beyond will begin in year 1)
12 to 14 years	$700
15 to 17 years	$900
18 to 20 years	$1,100
21 to 24 years	$1,300
25 years and over	$1,500

Additional $100 each year after 25 (for example: Year 26 -$1,600; Year 27 - $1,700)

APPENDIX B
Administrator Rubric

Agreement Between

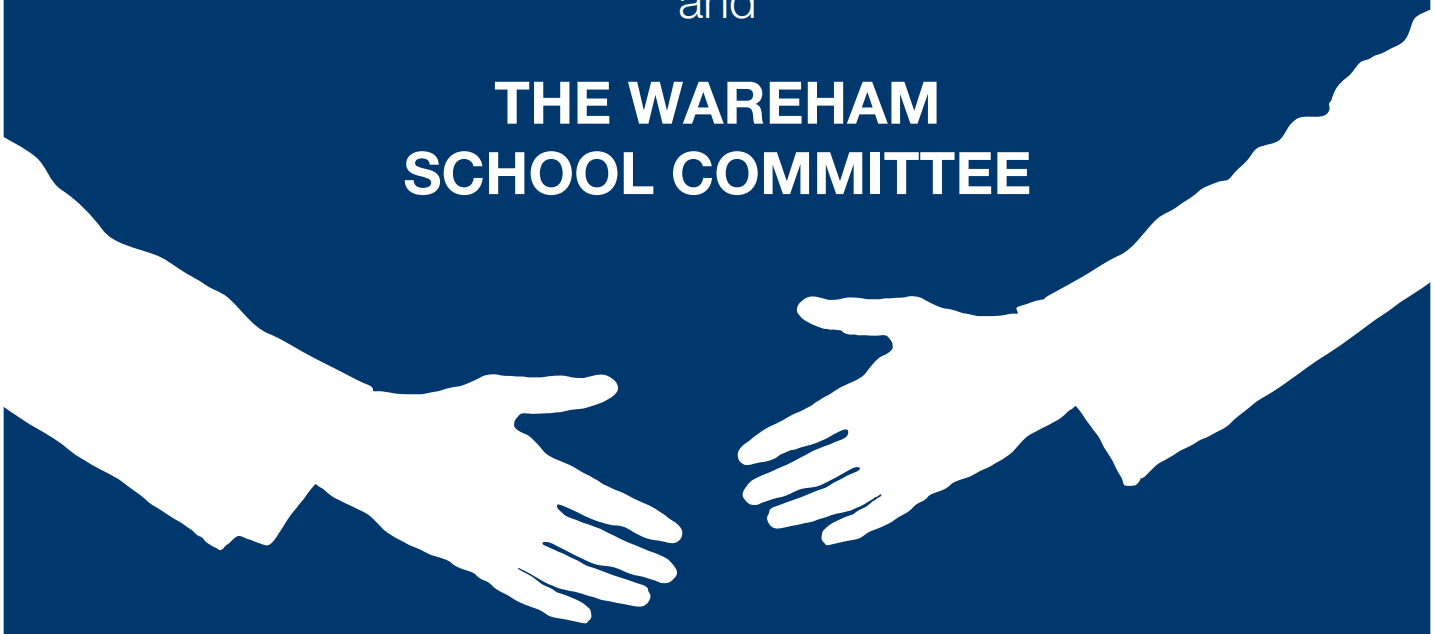
WAREHAM SCHOOL DEPARTMENT ADMINISTRATIVE ASSISTANTS' ASSOCIATION

affiliated with the

Wareham Education Association
Affiliated with
Massachusetts Teachers Association
Unit - D

and

THE WAREHAM SCHOOL COMMITTEE



July 1, 2024 – June 30, 2027

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PREAMBLE

THIS AGREEMENT is between the Wareham School Committee (the Committee or the School Committee) and the Wareham Education Association – Unit D Administrative Assistants (the Association) affiliated with the Massachusetts Teachers Association.

ARTICLE I – SCHOOL COMMITTEE RIGHTS

Section 1.1 Committee Rights. The School Committee and the Superintendent retain their statutory rights to administer the Wareham schools, including, but not limited to determining the nature and size of the work force and directing its employees, and retain all rights and powers not specifically delegated or modified by this Agreement. Nothing in this Agreement shall be deemed to derogate from, or impair, any power or duty conferred upon the Committee or the Superintendent. As to every matter not provided for in this Agreement, the School Committee retains all powers, rights, and duties that it has by law and its exercise of those powers, rights, and duties shall not be made the subject of a grievance or arbitration proceeding.

ARTICLE II – UNION RECOGNITION

Section 2.1 Recognition. For the purpose of bargaining over wages, hours, and conditions of employment, the Wareham School Committee recognizes the Wareham Education Association affiliated with the Massachusetts Teachers Association exclusive bargaining representative for all full-time and regular part-time Administrative Assistants, bookkeepers, and clericals, employed by the School Committee, excluding the Superintendent's Administrative Assistant, confidential employees, and all other school employees.

ARTICLE III – UNION REPRESENTATION

Section 3.1 Union Meetings. The Union is entitled to use school buildings without cost at reasonable times for union and union-committee meetings. Building principals who are notified one week in advance of the time and place of a meeting may permit the Union to use a building room. Meetings will not be conducted during normal working hours and will not interfere with the school's normal functions. Union members must take proper care of the room. Building use form must be submitted prior to use.

Section 3.2 Union Access. Union representatives will have reasonable access to the employer's premises if, upon arrival, they notify the immediate manager and receive approval, which may not be unjustly denied.

Section 3.3 Bulletin Boards. The Union is entitled to use on-the-premises bulletin boards for notices, circulars, and other professional materials. The Union shall give copies of the postings to the building principal.

Section 3.4 Equipment. Members of this bargaining unit have the same privileges regarding communications, telephones, e-mail and interoffice mail as members of other bargaining units.

Section 3.5 Union Business. WEA shall be granted annually a total of eight (8) work days to attend conventions, meetings or conferences sponsored by the Massachusetts Teachers Association or the National Education Association. The Superintendent will consider a request for time off for the Unit D members during the school day when said Association business

cannot be conducted outside of school hours. The Superintendent will not withhold consent unreasonably.

ARTICLE IV – MEMBERSHIP

Section 4.1 Dues Deductions. Upon written authorization, union members' and agency-service-fee payers' dues and fees will be deducted from their wages effective on their date of hire. Deductions are made each pay period. All references to Agency Fee shall be deemed invalid unless law is amended.

Section 4.2 Indemnity. The Union shall defend any administrative or court litigation concerning the implementation of this provision and indemnify the Superintendent for any liabilities or damages incurred in complying with it.

Section 4.3 Grant or Temporary Positions. A grant or temporary position existing for 120 calendar days or less accrues no benefits during its first 90 days. On the 91st day the employee in that position is entitled to all union benefits and must pay the agency fee.

ARTICLE V – REDUCTION IN FORCE

Section 5.1 Reductions in Force. When possible, the Union and employees to be laid off must be given a 30-day notice before any reduction in force**,** restructuring or elimination of positions. Reductions in force will be made system-wide within the full-time and part-time classifications in accordance with the following three criteria: (a) the needs of the school system, as determined by the Superintendent; (b) performance evaluations; and (c) seniority.

Section 5.2 Bumping Rights. An employee about to be laid off is entitled to bump a less senior employee in accordance with: (a) the needs of the school system, as determined by the Superintendent; (b) performance evaluations; and (c) seniority.

Section 5.3 Recall Rights. Laid off employees are eligible for recall for one (1) year. Employees will be given priority for recall in accordance with: (a) the needs of the school system, as determined by the Superintendent; (b) performance evaluations; and (c) seniority. Recalled employees must be hired at the step they would have attained had they not been terminated, without loss of eligibility for vacation. A recalled employee who has received a sick leave buy back at the time of layoff will have no sick leave accrual at the time of recall.

ARTICLE VI – SALARIES

Section 6.1. Administrative Assistant Salary Scale. Effective July 1, 2021, Calendar and school year employees shall be paid weekly. Calendar and school year employees are paid the following weekly salaries:

AAs	**2024/2025**		**2025/2026**		**2026/2027**	
New Step	3% COLA		3% COLA		3% COLA	
1	$25.61	$896.22	$26.37	$923.11	$27.17	$950.80
2	$26.64	$932.43	$27.44	$960.40	$28.26	$989.21
3	$27.72	$970.11	$28.55	$999.21	$29.41	$1,029.18
4	$28.84	$1,009.30	$29.70	$1,039.58	$30.59	$1,070.76
5	$30.00	$1,050.07	$30.90	$1,081.58	$31.83	$1,114.02
6	$31.21	$1,092.50	$32.15	$1,125.28	$33.12	$1,159.03
7	$32.48	$1,136.64	$33.45	$1,170.73	$34.45	$1,205.86
8	$33.79	$1,182.55	$34.80	$1,218.03	$35.84	$1,254.57
9	$34.46	$1,206.20	$35.50	$1,242.39	$36.56	$1,279.66
10	$35.15	$1,230.33	$36.21	$1,267.24	$37.29	$1,305.26
11	$35.86	$1,254.94	$36.93	$1,292.58	$38.04	$1,331.36

Section 6.2. Hourly Rate. School year employees are paid at the hourly rate of the calendar year employees' salary schedule on the step on which they are placed.

Section 6.3. Longevity

Longevity shall be defined as completed consecutive years of service in Unit D from date of hire. Members shall receive a lump sum payment each year in the first December paycheck for completed years of service as of November 30th.

Year 5-7	$500
Year 8-9	$600
Year 10-12	$650
Year 13-14	$700
Year 15	$750
Year 16	$775
Year 17	$800
Year 18	$950
Year 19	$975
Year 20	$1,000
Year 21	$1,100
Year 22	$1,200
Year 23	$1,300
Year 24	$1,400
Year 25	$1,500
Additional $100 each year after 25 (for example: Year 26 - $1,600; Year 27 - $1,700)	

Section 6.4. Bookkeeper Salary Scale

Bookkeeper	**2024/2025**		**2025/2026**		**2026/2027**	
New Step	2.% COLA		2.75% COLA		2.75% COLA	
1	$30.83	$1,078.98	$31.68	$1,108.65	$32.55	$1,139.14
2	$32.08	$1,122.67	$32.96	$1,153.55	$33.86	$1,185.27
3	$33.37	$1,167.99	$34.29	$1,200.11	$35.23	$1,233.11
4	$34.72	$1,215.30	$35.68	$1,248.72	$36.66	$1,283.06
5	$36.12	$1,264.22	$37.11	$1,298.98	$38.13	$1,334.71
6	$37.58	$1,315.14	$38.61	$1,351.30	$39.67	$1,388.46
7	$39.10	$1,368.46	$40.17	$1,406.10	$41.28	$1,444.76
8	$40.68	$1,423.80	$41.80	$1,462.95	$42.95	$1,503.18
9	$42.32	$1,481.13	$43.48	$1,521.86	$44.68	$1,563.71
10	$44.04	$1,541.27	$45.25	$1,583.66	$46.49	$1,627.21
11	$45.82	$1,603.83	$47.08	$1,647.93	$48.38	$1,693.25

ARTICLE VII – WORKDAY and WORK YEAR

Section 7.1 Calendar Year. Calendar year employees work 12 months a year.

Section 7.2 School Year. School year employees must be notified in writing as soon as possible but no later than May 15 if they will not have a work assignment for the following school year and the anticipated start date. School year employees shall work the 180 days that students are in session and will work five additional days before the first day of school and five additional days after the first day of school at the discretion of the Principal and Superintendent, not to exceed five days after the last day of school.

Section 7.3 Workday. The workday for full-time employees is seven (7) hours a day and 35 hours a week. All full-time employees are entitled to an unpaid half-hour lunch scheduled by the appropriate principal, director, or Superintendent. The regular workday begins no earlier than 7:00 A.M. and ends no later than 5:00 P.M.

Section 7.4 Scheduling. The school administrator, with the Superintendent's or designee's approval, schedules the workday for school year-part time personnel. The workday for school year employees is no fewer than four (4) and no more than seven (7) hours a day. When a school year employee is scheduled to work at least four (4) hours, the school administrator shall schedule an unpaid half hour lunch.

Section 7.5 Breaks. Employees are entitled to a 15-minute break during the first four (4) hours worked each day and a second 15-minute break during each additional three (3) hours worked.

Section 7.6 Mandatory Evenings. Employees must be paid for working evening meetings. Employees may not be required to work more than two (2) evening meetings a year. When possible, employees must be notified at least one (1) week in advance that they are required to work an evening meeting.

ARTICLE VIII – FULL TIME and PART TIME

Section 8.1 Definitions. There are two (2) classifications: full-time and part-time. Full-time employees work 35 hours a week. Part-time employees work less than 35 hours a week and receive pro rata benefits. There are two types of positions: calendar-year positions and school-year positions.

ARTICLE IX – OVERTIME and EXTRA WORK

Section 9.1 Overtime. Overtime will be offered to the most qualified member as determined by the Principal/Director/Superintendent. Work must be approved by the appropriate school administrator and the Superintendent, or his or her designee. All hours worked in excess of 8 hours per day are paid at time and a half. The member will not be mandated to work.

Section 9.2 When School is Not in Session. When there is a need for clerical work to be performed, the work will be offered to the most qualified school year Administrative Assistant as determined by the Principal/Director/Superintendent. The member will not be mandated to work. Full time school year employees will work five additional days before the first day of school and five additional days after the first day of school at the discretion of the Principal and Superintendent, not to exceed five days after the last day of school.

Section 9.3 Special Projects. On occasion, when there is a special project, the most qualified member in that building/department will be offered the work as determined by the Principal/Director/Superintendent. The member will not be mandated to accept the work.

Section 9.4 Special Skills. When a project requires special skills or job expertise in a particular building, the building Principal will be notified and will offer it to the most senior member on the seniority list with those skills or expertise on a rotating basis.

Section 9.5 Mentoring and Training. A sub committee consisting of no more than 2 unit D members and no more than 2 administrators will work to create a mentorship program to begin no later than July 1, 2024 for members new to their position and appropriate PD for all members. Member mentors shall be assigned from a volunteer pool and shall be compensated an agreed upon stipend.

ARTICLE X – HEALTH AND WELFARE

Section 10.1 Insurance. Insurance will be offered in accordance with the Town's health insurance program.

Section 10.2 Credit Union. Membership in the Plymouth County Teachers' Federal Credit Union is optional. For additional information, employees should contact the payroll department at the Superintendent's Office.

Section 10.3 Retirement. Employees are members of the Plymouth County Retirement System and their retirement deductions are made in accordance with that retirement system. For additional information, employees should contact the Plymouth County Retirement Board.

Section 10.4 Workers' Compensation. An employee absent from work as a result of an industrial accident (defined in Massachusetts General Laws, Chapter 152) shall file a timely

accident report at the Superintendent's office. An employee receiving workers' compensation benefits for total, temporary disability is paid the difference between the workers' compensation benefits and his or her daily rate of pay in order to receive an amount equal to that employee's daily rate of pay. This allowance is deducted from the employee's unused sick leave. If an employee has no sick leave left, then the allowance will not be paid.

ARTICLE XI – HOLIDAYS

Section 11.1 Paid Holidays. When the following holidays fall within the scheduled workweek, employees will be paid their base rate for the day:

New Year's Day	Memorial Day	Veterans' Day
Martin Luther King Day	Juneteenth Independence Day*	Thanksgiving Day (2 and ½ days)
Presidents' Day	Independence Day	Day before Christmas**
Good Friday	Labor Day	Christmas Day
Patriots' Day	Indigenous Peoples Day	

* However, if the school year has been extended and school is in session, school year employees will receive this day as a paid day.

**for calendar year employees if Christmas falls on a Tuesday, Wednesday, Thursday, or Friday.

Employees working the full day before or after Thanksgiving receive their straight hourly rate in addition to the holiday allowance.

1. A holiday that falls on a Saturday is observed on the preceding Friday. A holiday that falls on a Sunday is observed on the following Monday.
2. School year employees are compensated for Christmas and New Year's Day. But school year employees who do not work during February or April school vacations are not compensated for Presidents' Day or Patriots' Day, respectively.

Section 11.2 Religious Observation. An employee who, in pursuance of a sincerely held religious belief, wishes to take time off for a required religious observance on a day other than the holidays listed in Section 11.1, may either take that day off without pay or use a personal day.

Section 11.3 Holiday Work. Employees working a holiday during a scheduled workweek are paid time and a half for all hours worked in addition to the full holiday allowance.

ARTICLE XII – VACATIONS

Section 12.1 Vacation Accrual. Calendar and school year employees are entitled to the following vacation time:

Years of Service	Calendar Year	School Year		Years of Service	Calendar Year	School Year
After one year	10 days	8 days		After twelve years	22 days	19 days
After five years	15 days	12 days		After thirteen years	23 days	20 days
After ten years	20 days	17 days		After fourteen years	24 days	20 days
After eleven years	21 days	18 days		After fifteen years	25 days	21 days

Section 12.2 Vacation Entitlement. Vacation entitlement accrues on an employee's anniversary date. School year employees will receive their yearly accrual on the first workday of each school year, but any increase in accrual rates will not be disbursed until the employee's anniversary date. Calendar year employees will be eligible to buy back three (3) days of vacation time annually. School year Administrative Assistants will be able to cash out remaining unused vacation days at the end of the school year.

Section 12.3 Vacation Period. Vacations are scheduled during the July 1st to June 30th fiscal year, subject to the approval of the site administrator and the Superintendent or his/her designee. Vacation leave will not be denied arbitrarily or capriciously.

Section 12.4 Change in Status. A school year Administrative Assistant who becomes a calendar year Administrative Assistant is entitled to vacation credit for 85 percent of the years served as a school year Administrative Assistant.

Section 12.5 Payout. Employees who have not taken earned vacation will be compensated in the case of:

1. Termination
2. Layoff
3. Death, in which case, it will be paid to the employee's beneficiaries designated under the retirement system or, if there are no such beneficiaries, to the deceased employee's estate.
4. Retirement.
5. Entrance into the armed forces of the United States.

Employees whose employment ends as stated above will be paid their accrued, earned vacation, prorated over the number of complete months the employee worked in the vacation year in which employment terminates. If the termination occurs before the 15th day of the month, that month does not count in determining accrued, earned vacation. If the termination occurs on or after the 15th day of the month, that month counts as a complete month in determining accrued, earned vacation.

ARTICLE XIII – SEVERANCE BENEFIT

Section 13.1 Severance Benefit. Employees with 30 + years of continuous employment in the Wareham Public School System will be entitled to be paid 52% of their accrued sick leave upon retirement. All others will be paid 25% of accrued sick leave upon retirement, up to the maximum of 25 days. An employee may elect to receive the lump sum payment 15 days after the date of retirement or after January 1st of the following year.

Section 13.2 Qualification. To qualify for the severance benefit, an employee must notify the Superintendent of his or her retirement, in writing, at least 90 days before the date of retirement. In extenuating circumstances, the Superintendent may waive this requirement.

ARTICLE XIV – LEAVE BENEFITS

Section 14.1 Sick Leave. Employees are entitled to use sick leave for their own or an immediate family or household member's illness, disability, or injury. On July 1st, calendar year employees receive 18 sick days for the fiscal year and school year employees receive 15 sick days. Newly hired employees' sick days are prorated and credited in monthly proportions during their first year of employment. Employees will be notified every October 15th of the sick leave days they accrued as of July 1st. Sick leave not used during a contract year accrues to a maximum of 180 days. Upon termination due to a reduction in force, an employee will be paid half his or her accumulated sick leave. Upon an employee's death, half the accumulated sick leave will be paid to the employee's beneficiaries designated under the retirement system or to the estate. Part-time employees will receive pro-rated sick leave. (Ex. An employee in a part-time calendar year position who works 4 hours a day will receive 18 sick days, but each day would be 4 hours for a total of 72 hours of sick leave.)

When a unit member reaches the maximum accrual, the member will still receive an annual allowance of 18 sick days for fiscal year employees and 15 sick days for school year employees on July 1st in which they may utilize prior to accessing the 180 days accrual. At the end of the school year, the sick day balance defaults back to 180 days for all unit members who have reached maximum accrual..

Section 14.2 Vacation and Sick Leave Records. Upon request, an employee is entitled to receive within a reasonable time within ten (10) business days the number of used and remaining sick and vacation days he/she has on the books.

Section 14.3 Parental Leave. Consistent with M.G.L. Ch. 149, Section 105D, an employee who has completed the initial probationary period set by the terms of employment, not to exceed 3 months, or, if there is no such probationary period, has been employed by the same employer for at least 3 consecutive months as a full-time employee, shall be entitled to one (1) week of paid parental leave provided by the district separate from accrued sick leave within the allotted 8 weeks of parental leave for the purpose of giving birth, for bonding with a child, for the placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled, for adoption with the employee who is adopting or intending to adopt the child; provided, however, that any 2 employees of the same employer shall only be entitled to 8 weeks of parental leave in aggregate for the birth or adoption of the same child.

Section 14.4 Bereavement Leave. Employees are allowed five (5) workdays off with pay when there is a death in the immediate family. "Immediate family" includes: mother, father, sister, brother, spouse, children, mother-in-law, father-in-law, grandparents, grandchildren, foster children, aunt, uncle, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or member of the employee's household.

Up to three (3) school days per school year will be granted, either consecutively or separately, in the event of the death of the following: person(s) of significance. The Superintendent may authorize two (2) additional days leave when deemed advisable by the existing circumstances.

Section 14.5 Jury Duty. An employee serving jury duty who presents proof of juror service must be paid the difference between his or her regular pay and any payment received for juror service.

Section 14.6 Personal Leave. Employees are entitled to three (3) days of absence for personal, business, legal, household, or family matters that cannot be conducted during non-working hours. Except in emergencies, written requests for personal leave must be submitted to the employee's immediate supervisor or principal a day in advance, who shall immediately forward the request to the Superintendent for final approval. Days of absence for personal leave are at the Superintendent's discretion. One (1) unused personal day may be carried over into the next year up to a total of four (4) days.

Section 14.7 Elected Office Leave. The Superintendent may grant an employee an unpaid leave of absence to serve in an elected public office for no more than two (2) years.

Section 14.8 Child Rearing Leave. The Superintendent shall grant an unpaid leave of absence of not more than two (2) school years for child-rearing purposes as long as: (1) the request is in writing; (2) the leave begins immediately after the birth or adoption of a child; (3) and the leave continues for one (1) year. The Superintendent may extend the leave for an additional year.

Section 14.9 Other Leaves. The Superintendent may grant other unpaid leaves of absence.

Section 14.10 Family and Medical Leave. The School Committee shall comply with the Family and Medical Leave Act of 1993.

Section 14.11 Return from Leave. All benefits an employee was entitled to when a leave commenced will be restored upon the employee's return to work. The employee will be assigned to the same position he or she had when the leave began or to an equivalent position.

ARTICLE XV – SICK LEAVE BANK

Section 15.1 Sick Leave Bank. A sick leave bank has been established to assist eligible employees suffering from long-term serious illness or injury. The sick leave bank consists of donations of two (2) sick days from employees' accumulated sick leave made on or by November 1, 2000, and one (1) sick day on or by November 1, 2001. The sick leave bank may be augmented by additional voluntary donations from those employees' accumulated sick leave. In addition, new members may enroll in the sick leave bank by donating one (1) day between July 1st and November 1st of any year. The sick leave bank does not operate until at least 100 days have been donated. When the sick leave bank falls below 100 days, those wishing to

remain members must contribute one (1) day a year until the bank reaches 150 days. It is the role of the Association to keep track of the number of days and the membership roster. Employees having extra time at the end of the year can donate up to three (3) days to the sick leave bank until it reaches 150 days.

Section 15.2 Sick Bank Committee A five (5) member sick leave bank committee will be appointed, consisting of two (2) members appointed by the Association (one calendar year and one school year), the Superintendent of Schools, a member of the school board and the immediate supervisor of the employee making the request. The committee awards days from the sick leave bank and will meet when a request is made. Requests are approved by a majority of the committee members. The Superintendent's designee serves as an alternate to the sick leave bank committee in the Superintendent's absence. The Association and the School Committee appoint alternates to their respective members of the sick leave bank committee. Any decisions of the sick bank committee are final and binding and will not be the subject of a grievance under Article XXIV.

Section 15.3 Use of the Sick Bank. Any clerical member of the bargaining unit that has completed one (1) full year of service and is a member of the sick leave bank may apply for withdrawal from the sick leave bank. The amount of days granted shall be done on a matching basis, up to the maximum number of 30 days (e.g., if the eligible clerical member used ten (10) of his/her sick days due to the disability, the sick leave bank could grant no more than ten (10) days to the applicant). For a request to be considered, the applicant may not have any sick leave credits. A letter addressed to the sick leave bank committee stating the nature of the disability along with their anticipated date of recovery, must be submitted. A physician's letter confirming the disability and the anticipated date of recovery must accompany the request.

Section 15.4: Sick Bank Carry Over

In the event of a new or successor contract, the balance of the remaining days in the sick leave bank will be carried over.

ARTICLE XVI – JOB VACANCIES

Section 16.1 Job Vacancies. A job vacancy in a permanent position must be posted for 10 workdays on the district website. On the day a job vacancy is posted to the District website, it will also be emailed to the Association President. Postings must include the position's union status, funding source, and its expected duration.

Section 16.2 Notification. Employees who are not selected for a job posting must be notified of that decision in writing within one week.

Section 16.3 Qualifications and Seniority. The principal, or, where appropriate, the Superintendent, determines if the applicant or applicants for the position are qualified and shall appoint the most qualified applicant to the position. If two (2) or more applicants' qualifications are relatively equal, then the most senior applicant must be given priority. Applicants not selected must receive written notification within one week.

Section 16.4 Transfers. When an opening within a particular building requires the transfer of an Administrative Assistant, the principal shall ask for qualified volunteers. An employee having

the most seniority will be selected for the transfer. If no one volunteers, the principal may assign the transfer to the junior Administrative Assistant on the seniority list.

Section 16.5 Involuntary Transfers. The Superintendent agrees that prior to making any involuntary transfers, he/she will consult with the Unit D Representative and the Building Principal. The Superintendent will also meet with the impacted member prior to making the involuntary transfer.

ARTICLE XVII – SENIORITY

Section 17.1 Seniority. Full-time and part-time employees have separate seniority lists. Seniority is calculated from date of hire into the bargaining unit. A seniority list shall be provided once 30 days after the first day of school and again on the last day of school. A new employee may be given credit for prior years of clerical service in another district and placed at the appropriate step on the salary scale at the discretion of the Superintendent. Any member who receives credit for such prior experience upon his/her employment will still begin at year one for the purposes of longevity.

ARTICLE XVIII – PROFESSIONAL DEVELOPMENT

Section 18.1 Professional Development Training. The Superintendent shall provide each employee yearly with at least eight (8) hours of professional development training, either during the workday or after hours in pay status.

Section 18.2 Education Reimbursement. The employer shall reimburse employees or waive the fee for any course offered by Wareham Public Schools. In addition, the employer may reimburse employees the tuition for any pre-approved, job related courses taken at a community college, or any other public school or other institution of higher learning for which the employee has received a passing grade.

ARTICLE XIX – SCHOOL CLOSINGS

Section 19.1 School Closings. When the schools are closed for pupils and teachers, the Superintendent's Office will be closed and all calendar year clerical personnel in the school system will not be required to work, but will be in pay status. If the school offices are closed, no school-year clerical personnel will be required to report to school and will be in no pay status.

ARTICLE XX – PERSONNEL RECORDS

Section 20.1 Access. Upon written request, an employee is entitled to examine and copy the material in his or her personnel record. The Union is entitled to examine and copy the material in an employee's personnel record with that employee's written authorization.

Section 20.2 Notification. An employee must be promptly notified and given a copy of any disciplinary material inserted into his or her personnel file. Derogatory material may not be placed in an employee's personnel file until that employee has had an opportunity to review the material and has indicated in writing that he or she has read it. The employee is entitled to add comments in answer. The Superintendent shall read and sign the answer.

ARTICLE XXI – PERFORMANCE EVALUATION

Section 21.1 Performance Evaluations. All employees in a new position have a 90-day probationary period. If the employee is not qualified to perform the work then the employee maybe dismissed at the discretion of the Superintendent. This section is not subject to the grievance procedure and/or arbitration. This section will not apply to involuntary transfers.

ARTICLE XXII – PROBATIONARY PERIOD

Section 22.1 New Hires. Newly appointed and hired Administrative Assistants have a 90-day probationary period. During this period, the Superintendent or designee may determine that a newly appointed employee is not qualified to perform the work and return that employee to his or her last position and rate of pay, or to an equivalent position. A newly hired employee may be dismissed. This section is not subject to the grievance and arbitration procedures.

Section 22.2 Promotions. A promoted employee may elect to return, without penalty, to his or her previous position, or its equivalent, before the lapse of 90 days.

Section 22.3 Extension. By agreement of the parties, the probationary period may be extended for an additional 90 days.

ARTICLE XXIII – JUST CAUSE

Section 23.1 Just Cause. An employee may not be reprimanded, suspended, or dismissed except for just cause.

ARTICLE XXIV – GRIEVANCE and ARBITRATION PROCEDURES

Section 24.1 Grievance Process. A grievance between the Union or its members and the Committee over the meaning and application of this Agreement is processed in the following manner:

A grievance must be in writing and include: (1) a clear statement of the grievance, (2) reference to the specific provision or provisions of the Agreement allegedly violated, and (3) the specific remedy requested. The grievance must be presented within ten (10) days from (a) the date of the occurrence giving rise to it or (b) on which the employee first became aware of the facts giving rise to it.

STEP 1: The grievance is presented in writing to the employee's immediate supervisor or principal. The employee's immediate supervisor or principal will respond with a meeting date within five (5) days of receiving the written grievance. The grievant or a Union representative will present the grievance. The immediate supervisor or principal shall render a written decision no later than ten (10) days after the grievance is presented. If the grievance is not resolved, the Union or grievant may process the written grievance to Step 2 within ten (10) days of its receipt of the Step 1 decision.

STEP 2: At this level, the written grievance is presented to the Superintendent by the grievant or Union representative. The Superintendent and the Union representative or the grievant or both shall discuss the grievance at a conference no later than ten (10) days following the receipt by the Superintendent. The Superintendent shall render a written decision no later than ten (10) days after the conference.

STEP 3: If the grievant is dissatisfied with the Superintendent's decision, or if no decision has been received within ten (10) days after the conference, a written appeal may be made to the School Committee within 15 days of the Step 2 decision or conference, setting forth the details of the grievance, the applicable provisions of the Agreement, and any decision rendered at Step 2.

The Committee (or a subcommittee consisting of a majority of the School Committee) and the grievant or the Union representative or both will meet to discuss the grievance, normally within 15 days after receipt of an appeal from Step 2. The Committee shall give its written answer to the grievance within ten (10) days after its next regularly scheduled meeting, or within 20 days after the Step 3 meeting.

If the grievance remains unresolved, the Union may, within 15 days after the Step 3 decision, move to arbitrate the grievance before a single arbitrator. The parties shall select an arbitrator in accordance with the procedures of the American Arbitration Association.

Section 24.2 Arbitration Rules. The rules of the American Arbitration Association apply to the conduct of the arbitration hearing. The arbitrator's fees and expenses, and charges related to the hearing including, but not limited to, the cost of a transcript furnished to the arbitrator, are shared equally by the Committee and the Union.

Section 24.3 Arbitrator's Authority. An arbitrator is only empowered to interpret and apply the express provisions of this Agreement. The arbitrator has jurisdiction solely over the issue presented to him or her and has no authority to alter, amend, or modify this Agreement. An arbitrator's award is final and binding.

Section 24.4 Time Limits. Failure to comply with the provisions of this Article, or to advance a grievance within the time limits, constitutes an abandonment of the grievance by the party presenting it. If any responses are not received within the prescribed time limits, the Association may move the grievance to the next Step of the grievance procedure. The time limits may be enlarged by agreement of the parties. The term "days" in the grievance procedure refers to working days.

Section 24.5 Individual Grievances. An employee may present a grievance to the employer without the intervention of the Union, but the Union must be afforded the right to be present at all grievance hearings and any settlement must be consistent with the terms of this Agreement.

Section 24.6 Personnel Files. Employees' grievances may not be placed in their personnel files.

ARTICLE XXV – NO STRIKE

Section 25.1 No Strike. During the term of this Agreement or while the parties are negotiating for a successor agreement and when schools are open for students, the Union shall not engage in, induce, or encourage any strike, work stoppage, slow down, or withholding of services.

ARTICLE XXVI – WAIVER OF NEGOTIATIONS

Section 26.1 Waiver. During the negotiations that resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any matter not removed by law from collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the life of this Agreement, the Committee and the Union unqualifiedly waive the right, and agree that the other is not obligated, to bargain collectively with respect to any matter referred to or covered in this Agreement, even though such matter may not have been within their knowledge or contemplation when they negotiated or signed this Agreement.

ARTICLE XXVII – SAFETY and HEALTH

Section 27.1 Safe Environments. The employer shall provide safe, clean places of employment and comply with all applicable state and federal laws and regulations concerning a safe working environment. When an employee reports a safety concern in writing to the Superintendent, the Superintendent shall make every effort to correct an unsafe condition. Bargaining unit members may not be required to work alone in a building.

ARTICLE XXVIII – MILEAGE REIMBURSMENT

Section 28.1 Employees will be entitled to mileage reimbursement at the rate established by the U.S. Internal Revenue Service. Employees must receive approval for mileage reimbursement.

ARTICLE XXIX – SUBSTITUTES

Section 29.1 Whenever possible, a substitute will be called when the building has only one Administrative Assistant and/or the position open is the Administrative Assistant that greets. Current WPS Administrative Assistants that substitute will get their regular contractual hourly rate. Substitutes that come from the substitute list will be paid no less than Massachusetts Minimum Wage.

ARTICLE XXX – DURATION

Section 30.1 Duration. Unless otherwise specifically noted, this Agreement is effective from July 1, 2024 through June 30, 2027 and from year to year thereafter unless terminated or changed by the parties.

Section 30.2 Termination or Modification. Either party that wishes to terminate this Agreement after June 30, 2027, or to change any of its provisions, must notify the other party, in writing, that it wishes to do so on or before December 1, 2026 or on or before December 1st of any year thereafter. Absent such a written notice, this Agreement continues until altered, changed, or amended by agreement of the parties.

Ken Bujnicki
Chair, Wareham School Committee

7-30-24
Date

Deanna M Semple
President, Wareham Education Association

1-30-24
Date

APPENDIX A

SENORITY LIST

UNIT D SENIORITY

NAME	DATE OF HIRE
ANSELL, KRISTINE	8/28/1996
CEDERHOLM, NANCY	11/18/1996
BLAKE, CATHERINE	1/20/1998
OWEN, HELENE	11/1/1999
MUNSON, SANDRA	1/10/2000
LEFRANCOIS, JENNIFER	11/5/2001
AUSTIN, KAREN	1/2/2003
BARBOZA, SANDRA	9/17/2003
PARSONS, BRENDA	12/27/2012
ABRAHAM, CHRISTINE	9/8/2014
CASSELS, LAURA	7/10/2017
KAURANEN, ERIKA	8/23/2018
RICHARDS, TERI	6/17/2021
HORTON, KIMBERLY	8/26/2021
LATTIN, STACEY	11/8/2021
SAVOIE, CHRISTINE	8/22/2022
TUELL, GIOVANNA	8/22/2022
OWEN, BRENDA	9/19/2023
HICKS, MARY	1/9/2024
RAY, KRISTIN	6/24/2024

WAREHAM SCHOOL DEPARTMENT SECRETARIES ASSOCIATION
AFFILLIATED WITH OPEIU, AFL-CIO, LOCAL 6

President: Judith Bruno
Vice President: Jacqueline Schulze

Secretary: Elaine Johnson
Treasurer: Joanne Spiro

MEMORANDUM OF UNDERSTANDING

The Wareham School Committee (Employer) and the Wareham Secretaries' Association, Affiliated with OPEIU, Local 6, AFL-CIO (Union) agree as follows:

No secretaries will be asked or required to perform the task of inputting 504s into ESped. This task is an administrative task and should only be performed by the administrators assigned the responsibility for 504s in each particular building.

The sole exception to this agreement is West Wareham Academy. The current secretarial position is split between the academy and Wareham High School. Part of the work assignment from the high school for this position is to enter the 504 information in ESped.

Should that secretarial position change and cease to be a shared position, the input responsibility will be adjusted in accordance with this agreement and will be completed by the administrator at the high school who is assigned the 504 obligation.

FOR THE EMPLOYER:

Dr. Barry Rabinovitch, Superintendent

Date: 5/30/2012

FOR THE UNION:

Judith L. Bruno, President WSDSA

Date: May 30, 2012

WAREHAM SCHOOL DEPARTMENT SECRETARIES ASSOCIATION
AFFILIATED WITH OPEIU, LOCAL 6, AFL-CIO
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by the Wareham School Department (the Employer) and the Office and Professional Employees International Union Local 6 (the Union) on behalf of Sandra Barboza, a secretary at Everett.

- Sandy will have a work week that consists of three seven-hour days. These 7 hours will total 21 hours, (60 percent of the regular work week). The rest of the work will be covered by an employee working two seven-hour days (40 percent of the regular work week).
- Sandy's salary and benefits will be pro-rated to 60 percent of the full-time work week.
- Sandy will be eligible for any other contractual benefits, including medical and dental.
- This job-share will begin immediately. This job-share will be on a trial basis for six months. If at any time during the six month period, Sandy wishes to return to her full-time position, she can do so with a two-week notice to her supervisor.
- This agreement will renew annually on the date it was signed unless either party serves two week notice prior to the anniversary that they wish to end the agreement. If such notice is served both parties agree to sit down and meet to discuss and resolve the issues.

It is understood that this position is a full-time calendar year position and the proposed job share will have no effect on the position's classification. The position will revert back to a full-time, 5-day per week, calendar year position at the termination of this agreement or if Ms. Barboza chooses to leave employment.

It is mutually understood that this memorandum does not set a precedent and will not be used by either party for any purpose except as those outlined within or to enforce the terms.

Judith L. Bruno 4/9/10
Judith L. Bruno Date
President

Barry A. Rabinovitch 4/12/10
Barry A. Rabinovitch Date
Superintendent

Tracy L. Monahan 4/9/10
Tracy L. Monahan Date
Senior Business Agent

MEMORANDUM OF AGREEMENT

between

WAREHAM SCHOOL COMMITTEE (The Employer)

and

OFFICE and PROFESSIONAL EMPLOYEES INTERNATIONAL UNION (OPEIU) LOCAL 6, AFL/CIO (The Union)

When a School-Year employee becomes a Calendar-Year employee, the Employer and the Union mutually agree to this procedure for vacation accrual purposes only. The employee shall continue to receive vacation credit on their usual anniversary date. On the first anniversary date, following the change to Calendar-Year, the Employer shall use the following to determine years of service for the previous 12 months:

1. The employee shall receive credit for 85% of the number of years served as a School-Year employee, plus credit for any time served as a Calendar-Year employee.

2. When this amount of time is determined, the Employer shall round "up" or "down" to the nearest whole number (eg. 17.42 becomes 17, and 17.68 becomes 18).

3. The Employer then shall refer to Article X - Paid Vacations, Section 1, to determine proper amount of vacation to credit the employee.

FOR THE SCHOOL COMMITTEE

Signature

6/28/95
Date

FOR W.S.D.S.A. AFFILIATED WITH OPEIU, LOCAL 6 AFL/CIO

Patricia A. Schaaf
Signature

6-21-95
Date

EXAMPLE # 2 Employee hired as School-Year on 9/2/80: and moved to Calendar-Year on 7/1/95. On his/her anniversary date (9/2/95) he/she shall have:

A. 15 years as School-Year employee
B. 2 months as Calendar-Year employee

1. The employee shall receive credit for 85% of the number of years served as a School-Year employee, plus credit for any time served as a Calendar-Year employee.

   A. 15 years as School-Year employee = 15 x.85 = 12.75 years of service.
   B. 2 months as Calendar-Year employee = .16$\overline{6}$ = .17 years of service.
   C. TOTAL YEARS OF SERVICE.....12.92

2. When this amount of time is determined, the Employer shall round "up" or "down" to the nearest whole number. (eg. 17.42 becomes 17, and 17.58 becomes 18).

   A. 12.92 years of service becomes 13 years of service.

3. The Employer then shall refer to Article X - Paid Vacations, Section 1, to determine proper amount of vacation to credit the employee.

   A. 13 years of service = 23 days of vacation time credited on usual anniversary date of 9/2/(95).