

AGREEMENT BETWEEN
THE SANDWICH SCHOOL ADMINISTRATORS
AND
THE SANDWICH SCHOOL COMMITTEE

July 1, 2005 through June 30, 2008

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AGREEMENT

This Agreement is made and entered into this First day of July, 2005, in accordance with the provisions of Chapter 150E of the General Laws of Massachusetts, by and between the SANDWICH SCHOOL COMMITTEE (hereinafter called the COMMITTEE) and the SANDWICH SCHOOL ADMINISTRATORS ASSOCIATION (hereinafter referred to as the ASSOCIATION). This Agreement shall remain in effect through June 30, 2008.

RECOGNITION

In accordance with the provisions of Chapter 150E of the General Laws of Massachusetts, the COMMITTEE recognizes the ASSOCIATION as the exclusive and sole representative for the collective negotiation concerning the terms and conditions of employment for all supervisory certified personnel, whether under contract, on leave, on a per diem basis, employed, or to be employed by the COMMITTEE. This includes the following:

Full Year ASSISTANT PRINCIPALS: High School, K-8 Schools
School Year ASSISTANT PRINCIPALS

and further be described as any and all present and future supervisory titles, provided that such representation is mutually agreeable to the Association and School Committee.

ARTICLE I - NEGOTIATION PROCEDURE

- A. Deadline Dates: The parties agree to enter into collective negotiations over a successor agreement in good faith in an effort to reach agreement on all matters concerning the terms and conditions of employment of supervisory personnel. Negotiations shall commence with a meeting at a mutually satisfactory place within fifteen (15) days after receipt of a proposal or a request from either party has been received by the other party, but not later than October 15th of the calendar year preceding the expiration of this Agreement, unless the COMMITTEE and the ASSOCIATION mutually agree to an extension of time.

- B. Negotiating Team Authority: Neither party in any negotiation shall have control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counterproposals in the course of negotiations.

- C. Maintaining Current Benefits: Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement shall continue to be applicable during the term of this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee's benefits existing prior to its effective date according to town practices.

- D. Modification-Understanding of Parties: This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the terms of this Agreement neither party 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 of the parties at the time they negotiated or executed this Agreement. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE II - GRIEVANCE PROCEDURE

- A. Definition:
- 1) *Grievance:* The term “grievance” means a complaint or claim that there has been an improper application, interpretation or violation of any term or provision of this contract, administrative decisions, COMMITTEE policy or state statute affecting a member or group of members.
 - 2) *Time Limits:* All time limits herein shall consist of business days unless otherwise noted. The time limits indicated hereunder will be considered maximal unless extended by mutual agreement in writing. In the event a grievance is filed which cannot be resolved to the satisfaction of the Association prior to the termination of this Contract using normal time limits set herein, the Association retains the right to process the grievance in accordance with the procedures outlined below.
- B. Purpose: The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting administrators. Both parties agree that these proceedings will be kept as information and confidential as may be appropriate at any level of the procedure.
- C. Procedure Filing a Grievance: A grievance may be filed by an individual member, a group of members or by the ASSOCIATION, either in its own name or as the representative of a group or class whose individual signatures shall not be necessary. Any grievance must be presented at the proper initiating level within fifteen (15) calendar days after the grievant had knowledge of the alleged violation.
- D. Failure to Communicate a Decision: Failure to communicate, at any step, the decision on a grievance within the specified time limitation shall constitute an acceptance of such response.
- E. Informal Attempt to Resolve a Complaint: An individual who has a complaint shall discuss it first with the immediate supervisor in an attempt to resolve the matter informally. However, if the complainant is the ASSOCIATION, the initial discussion shall be at the level of the Superintendent; and, in such event, if the problem is not resolved to the satisfaction of the ASSOCIATION within fourteen (14) calendar days after the conclusion of the discussion, the procedure prescribed in the sub-section of this section shall become applicable.
1. LEVEL ONE: Immediate Superior

If, as a result of the discussion, the matter is not resolved to the satisfaction of the complainant within seven (7) days, he/she shall set forth this grievance in writing to the immediate superior, specifying the following:

 - a. The nature of the grievance.
 - b. The nature and extent of the injury, loss or inconvenience.
 - c. The results of the previous discussion.
 - d. The dissatisfaction with decision previously rendered.

The immediate superior shall communicate his/her decision to the grievant, in writing, within seven (7) days of receipt of the written grievance.

2. LEVEL TWO: Superintendent of Schools

The grievant, no later than seven (7) days after receipt of the immediate superior's decision, may appeal this decision to the Superintendent of Schools. This appeal to the Superintendent must be made in writing, reciting the matter submitted to the immediate superior and his dissatisfaction with the decisions previously rendered, as specified above. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) days. The Superintendent shall communicate his decision in writing to the grievant and the immediate superior.

3. LEVEL THREE: Committee

If the grievance is not resolved to the grievant's and the ASSOCIATION'S satisfaction, the ASSOCIATION, no later than ten (10) days after the receipt of the Superintendent's decision, may request a review by the COMMITTEE. The request shall be submitted by the ASSOCIATION, in writing through the Superintendent, who shall attach all related papers and forward the request to the COMMITTEE, hold a hearing with the grievant/Association and render a decision in writing within thirty-five (35) calendar days of receipt of the grievance by the COMMITTEE.

4. LEVEL FOUR: Arbitration

The ASSOCIATION and only the ASSOCIATION may proceed to arbitration with a grievance. Notice of intention to proceed to arbitration shall be given by the ASSOCIATION to the COMMITTEE through the Superintendent within fourteen (14) days after the receipt of the decision which is being appealed.

The arbitrator shall limit himself/herself to the issue submitted to him/her which falls within the scope of the contract. He/she can add nothing to, nor subtract anything from, the Agreement between parties or any policy of the COMMITTEE. The opinion and award shall be final and binding. Only the COMMITTEE and the appropriate officials of the ASSOCIATION shall be given copies of the arbitrator's opinion and award. This shall be given within thirty (30) days of the completion of the arbitrator's hearing.

RIGHTS TO REPRESENTATION: Rights of administrators to representation shall be as follows:

1. Any grievant may be represented at all stages of the grievance procedure by him/herself, or at his/her option, by a representative(s) and/or attorney selected and approved by the ASSOCIATION.
2. When a grievant is not represented by the ASSOCIATION in the process of a grievance, the ASSOCIATION shall be notified by the grievant at the time of submission of the grievance to the Superintendent that a grievance is in the process. The ASSOCIATION shall have the right to be present and present its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered.
3. The COMMITTEE and the ASSOCIATION shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his/her appeal with respect to his personal grievance.

- a. Separate Grievance File . All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file in the Superintendent's office and shall not be kept in the personnel file of any of the participants.
- b. Meetings and Hearings . No meeting or hearing conducted under this procedure shall be public. The only parties in attendance shall be the designated or selected representative(s) contemplated in the article.
- c. Costs . The fees and expenses of the arbitrator are the only costs which will be shared by the two parties, and such costs will be shared equally. Any other costs shall be borne or shared by the party or parties incurring them. Where, however, the grievant elects to proceed with the ASSOCIATION'S concurrence, the costs shall not be borne or shared by the ASSOCIATION and/or the COMMITTEE.

Time lost by any grievant and his/her representative(s), due to arbitration proceedings, shall not be charged to personal time nor shall there be any loss in pay. EXCEPTION: Unless the grievance has been processed without the ASSOCIATION'S concurrence.

ARTICLE III - SUPERVISORY EMPLOYEE RIGHTS

- A. Rights and Protection Representation: Every administrator of the COMMITTEE represented under this contract shall have the right freely to organize, join and support the ASSOCIATION for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under cover of law, the COMMITTEE undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any administrator in the enjoyment of any rights conferred by law that it shall not discriminate against any administrator with respect to hours, wages or any terms or conditions of employment by reason of his membership in the ASSOCIATION, his/her participation in any activities of the ASSOCIATION, collective negotiations with the COMMITTEE, or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Statutory Savings Clause: Nothing contained herein shall be construed to deny or restrict to any administrator such rights as he may have under other applicable laws and regulations. The rights granted to administrators hereunder shall be deemed to be in addition to those provided by State Laws.
- C. Just Cause Provision: No administrator shall be reduced in rank or compensation or deprived of any professional advantage without just cause, as defined in Chapter 71, S42, S42A, and S63. Any such action asserted by the COMMITTEE, or any agent or representative thereof, shall be subject to the grievance procedure and the limitations as set forth in Article II.
- D. Required Meetings or Hearings: Whenever any administrator is required to appear before the Superintendent, and/or COMMITTEE concerning any matter that could affect the status of his/her employment, he/she shall be given prior notice, in writing, of the reasons for such meeting or review and shall have a representative of the ASSOCIATION and/or attorney present to advise him/her and represent him/her during such meeting or interview. Any suspension shall be in

accordance with provisions of Chapter 71, S42D and shall be with pay until formal determination by the appropriate authority. The ASSOCIATION shall have the right to be present to protect the interests, not only of the individual involved, but also of those not present, against criticism of supervisory employees.

- E. Criticism by Supervisory Employees: Any criticism by a superior or COMMITTEE member of an administrator covered under this contract shall be made in confidence and not in the presence of teachers, parents, students or at public meetings or gatherings.

ARTICLE IV - ASSOCIATION RIGHTS AND PRIVILEGES

- A. The COMMITTEE agrees to furnish to the ASSOCIATION in response to requests from time to time all available information concerning the financial resources of the district, but not limited to:
 1. annual financial reports and audits,
 3. tentative budgetary requirements,
 4. all allocations,
 5. agendas and minutes of all COMMITTEE meetings,
- B. Use of School Equipment and Facilities: Shall be in accordance with existing COMMITTEE policy.
- C. Agency Fees: As stated in Chapter 150E, S12 and Chapter 180, S176.

ARTICLE V - MUTUAL UNDERSTANDING MEETING WITH THE SUPERINTENDENT RELATIVE TO THE CONTRACT

Meetings shall be held at the request of either party within seven (7) calendar days after request, but not more than once a month, unless by mutual consent of both parties. Meetings shall be scheduled at a reasonable hour, unless otherwise mutually agreed, and shall be of a reasonable length to discuss areas of concern. The President of the ASSOCIATION and/or his/her representative shall meet with the Superintendent and/or his designated representative at the request of either party within seven (7) calendar days of said request, but these meetings shall not exceed one (1) per month unless by mutual consent. These meetings shall be of reasonable length to discuss the areas of concern.

ARTICLE VI- ADMINISTRATIVE STAFFING

The SUPERINTENDENT will consider staffing needs/recommendations, but will not reduce personnel unless a corresponding decline in enrollment and/or funds occurs.

ARTICLE VII- EVALUATIONS OF ADMINISTRATORS

- A. Rights to Full Knowledge: The COMMITTEE and the Superintendent subscribe to the principle that an administrator has the right to full knowledge regarding the judgment of his/her superiors respecting the effectiveness of his/her performance and that, further, he/she is entitled to receive such recommendations that will assist him/her in increasing the effectiveness of his/her performance.
- B. Evaluation Instrument: A system-wide evaluation instrument will be developed by building

principals and assistant principals. This instrument will be in keeping with the requirements outlined in Section C, Evaluation Procedures, and in conformance with the Education Reform Act.

- C. Evaluation Procedure: Pre-evaluation conferences for the purpose of agreeing upon performance objectives will be held with professional supervisors prior to the start of each school year. One or more meetings with professional supervisors will be held during the school year to discuss progress. Self-evaluations will be submitted to the supervisor before the end of the school year. The self-evaluation will be included in the administrator's final evaluation only with the written approval of the administrator being evaluated. Written evaluation by professional supervisors will be completed at least two weeks prior to the end of the fiscal year. A conference to discuss the written evaluation and to develop objectives for the next school year will take place upon completion of the written evaluation. Such evaluation will take place annually.
- D. Copies of Reports: Each administrator shall sign all copies of each written evaluation, attesting to the fact that the contents of the evaluation are known to him/her. No written evaluation may become part of an administrator's personnel file without the administrator's signature. Further, each administrator shall receive a copy of each written evaluation.
- E. Rights of Employee to Respond: A conference shall be arranged between the evaluator and the administrator as soon as possible after receipt of the written evaluation by the administrator, in compliance with COMMITTEE policy. At such time, the administrator is entitled to have his/her response to the evaluation heard and appended to the evaluation report.
- F. Performance Review and Salary Increases: Salary increases contained in this agreement are subject to the administrator receiving a satisfactory performance evaluation in the school year preceding the fiscal year for which the increase is intended. If the administrator received a less than satisfactory evaluation, the Superintendent may withhold a portion of the salary increase, not to exceed \$1,000, at his/her discretion. The Superintendent may release the withheld funds when presented with evidence that the administrator has made improvement in the area(s) deemed less than satisfactory. Likewise, the Superintendent may grant an Administrator a bonus as merit for an exemplary evaluation not to exceed \$1,000 beyond the scheduled salary increase. Said bonus to be payable no later than June 30th of the current school year.
- G. Notice of Contract Renewal: All supervisory staff shall receive notice, prior to April 15th of each year, whether or not the Superintendent of Schools intends to recommend a renewal of contract for the ensuing year.

ARTICLE VIII- LEAVE OF ABSENCE

- A. Granting Authority:
 - 1. The COMMITTEE is the recognized granting authority and will carry out this function relative to the following:
Examples: 1) Maternity, 2) Adoption, 3) Sabbatical, 4) Leave of Absence Without Pay, 5) Extensions, 6) Etc.
 - 2. The SUPERINTENDENT or, in his absence, his designee, is the recognized authority for

short term leaves as follows:

1) Special Use of Sick Days, 2) Additional Sick Days, 3) Personal Days, 4) Bereavement Days, 5) Etc.

3. Exception to above is ordinary occurring sick leave, which is automatically guaranteed by contract.

B. Sick Leave: All full-time 12-month administrators will accumulate sick days at the rate of one and a half days (1 1/2) per month equal to eighteen days (18) per year. These sick days to be used as needed throughout the year. Administrators working less than twelve (12) months will accumulate sick days by the following mathematical formula:

Full Year Assistant Principals: Total number of days worked divided by 211.

Example: $211/211 = 100\%$ or 18 days

School Year Assistant Principals: Total # of days worked divided by 190.

Example: $190/211 = 90\%$ rounding off to nearest full day, or 16 days.

C. Special Use of Sick Days: Up to five (5) days may be used at any one time, for the care of an immediate family member. Definition of immediate family member shall be husband, wife, child, stepchild, father, mother, in-laws, brother, sister or any member of the administrator's immediate household.

D. Additional Sick Days:

FULL YEAR ADMINISTRATORS

1A. Up to thirty (30) or more days may be granted by the granting authority/designee above both the yearly eighteen (18) days and/or accumulated two hundred and eleven (211) days.

SCHOOL YEAR ADMINISTRATORS

1B. Up to thirty (30) or more days may be granted by the granting authority/designee above both the yearly sixteen (16) days and/or accumulated one hundred and ninety (190) days.

2. Sick Bank: Full Year Assistant Principals and School Year Assistant Principals

a) A sick bank will be maintained for utilization by qualified members whose sick leave accumulation is exhausted through illness or accident and who require additional leave to make full recovery from an illness or accident beyond the thirty (30) day provision described above.

b) The sick bank shall be governed by a Sick Bank Committee consisting of two (2) members of the Association, one (1) member of the Committee and the Superintendent of Schools. The decision of the Sick Bank Committee will be final and binding. In the event of a tie vote, the decision will be in favor of the applicant.

c) Each member of the bargaining unit qualifies for benefits of the Sick Bank by submitting one (1) day and only one (1) day per year of his/her personal sick leave accumulation to the Sick Bank. First year employees cannot draw from the Sick Bank for the first sixty (60) days. The Sick Bank may be used by professional employees who qualify and who have exhausted their own individual sick leave, both annual and accumulated and who have an emergency situation of ill health.

- d) Any sick leave granted under the provisions of Article VIII-D will expire at the end of the school year. A professional employee cannot be allowed to accumulate or carry over to successive school years unused Sick Bank days beyond the applicable school year. Unused Sick Bank days will be returned to the Sick Bank.
 - e) Application for benefits shall be made, in writing, to the Sick Bank Committee accompanied by a physician's certificate.
 - f) Application for benefits may be made prior to the employee's exhaustion of his/her own personal sick leave to accumulate benefits, but drawings upon the bank will not actually commence until after the employee's own sick leave days are exhausted and adequate medical notification has been provided.
 - g) The initial grant of sick leave by the Sick Bank Committee to an eligible employee shall not exceed twenty (20) days.
 - h) Upon completion of twenty (20) days period, additional entitlement may be extended by the Sick Bank Committee upon demonstration of need by the applicant.
 - i) Subject to the foregoing requirements, the Sick Bank Committee will determine the eligibility for the utilization of the Bank and the amount of leave to be granted. The following criteria shall be considered by the Sick Bank Committee in administering the Bank and in determining the amount of leave:
 - 1.) Medical evidence of illness.
 - 2.) Exhaustion of eligible sick leave.
 - 3.) Length of service in the Sandwich School System.
 - 4.) Propriety of use of previous sick leave.
- Days may not be withdrawn to permit an individual to stay at home to care for other members of the family and household members, unless agreed upon by the Sick Bank Committee.
- j) Upon return from extended leave during which benefits were received through the Sick Bank, the recipient shall be entitled to commence a new accumulation of individual sick leave in accordance with the provisions of Article VIII.
 - k) Life Membership will be obtained after contribution of twenty (20) days to the Sick Bank.
 - 1) If the Sick Bank is exhausted, the Sick Bank shall be renewed by the contribution of one (1) additional day of sick leave by each eligible member of the bargaining unit (except for Life Members) covered by the Agreement from his/her currently accumulated annual days of sick leave. To the extent that such additional days are unused, they may be carried over to the Bank for the successive school year.
 - m) Any professional employee who is a Life Member of the Sick Bank will continue as a member of the Sick Bank with no further contribution of personal sick leave days.

- n) All Sick Bank days accumulated as of each contractual year will be carried forward to the Agreement.
- E. 1A. Payment for Unused Sick Leave for Full Year Administrators: Upon retirement from the Sandwich Public Schools, any member of the Association with at least ten (10) years of service in Sandwich, shall receive compensation for unused accumulated sick leave at the rate of thirty dollars (\$30.00) per day up to 211 days. Payment will be made after receipt from the State/County Retirement Boards that retirement application has been filed.

1B. Payment for Unused Sick Leave for School Year Administrators: Upon retirement from the Sandwich Public Schools, any member of the Association with at least ten (10) years of service in Sandwich, shall receive compensation for unused accumulated sick leave at the rate of thirty dollars (\$30.00) per day up to 190 days. Payment will be made after receipt from the State/County Retirement Boards that retirement application has been filed.
- F. Accumulation of Sick Leave: Unused sick days shall be accumulated from year to year, but not to exceed two hundred and eleven (211) days. Each administrator will receive annual notice of his/her accumulated sick leave and sick bank contribution no later than October 30th of each school year.
- G. Bereavement: In the event of a death in the immediate family (defined above), an allowance of a reasonable number of days leave will be granted by the granting authority or designee upon verbal notification.
- H. Funerals: Consideration will be given to other bereavement time by the Superintendent, upon request.
- I. Personal: Reasonable time necessary to conduct imperative personal business, impossible to transact during non-working hours, may be granted to administrators. Administrators needing such time should make a written request in of the SUPERINTENDENT or his designee, as soon as possible, prior to leave taking.
- J. Extended Leaves of Absence:
 - 1. Maternity . The COMMITTEE shall grant maternity leave without pay to any administrator upon request subject to the following stipulations and imitations:
 - a. Maternity leave shall commence on the date requested by the administrator.
 - b. Any administrator granted maternity leave without pay according to the provisions of this section may at her direction elect to substitute all or any part of her accumulated sick leave in accordance with State Law in lieu thereof and receive full pay and benefits for the same.
 - c. Any administrator granted maternity leave shall be restored to the position vacated at the commencement of said leave. Upon return from said leave, the administrator will be considered as if she/he were actively employed by the Committee during the leave and will be placed on the salary schedule at the level she/he would have achieved if she/he had not been absent.
 - d. No administrator shall be prevented from returning to work after childbirth solely on the grounds that there has been a lapse between childbirth and the desired date of return. However, a medical certificate from her will be required.

- e. The COMMITTEE shall not remove any administrator from her duties during pregnancy unless the administrator cannot produce a certificate from her physician that she is medically able to continue to perform her duties.
- f. Maternity leave will be in accordance with Chapter 149, S105D- Maternity Leave Provision.

K. Adoption: The COMMITTEE shall grant adoption leave without pay to any administrator upon request subject to the following stipulations and limitations:

- 1. Adoption leave shall commence on the date requested by the administrator.
- 2. Any administrator granted adoption leave without pay according to the provisions of this section may at her/his discretion elect to substitute all or any part of her/his accumulated sick leave in accordance with State law in lieu thereof and receive full pay and benefits for the same.
- 3. Leave will be limited to time equal to state law for maternity leave i.e. eight (8) weeks.
- 4. Any administrator granted leave for adoption shall be restored to a position equivalent to that vacated at the commencement of said leave.

ARTICLE IX - SABBATICAL LEAVE AND LEAVE OF ABSENCE WITHOUT PAY

A. Sabbatical Leave: Sabbatical leave for advanced study by administrators will be considered upon request after a seven (7) year period of service in the Sandwich Public Schools, subject to the following conditions: (also see Chapter 71, S41A).

- 1. The request for advanced study must meet with the approval of the Superintendent.
- 2. The course of study should be beneficial to both parties, i.e. school system and individual administrator.
- 3. Not more than one administrator will be allowed sabbatical leave in any one year.
- 4. Written request for leave will be submitted not later than December 1st of the school year preceding the proposed leave period. This request should indicate the benefit the school system would derive from the course of study.
- 5. Administrator will sign written agreements to return to Sandwich service for at least two (2) school years following completion of the leave, under penalty of returning all unearned monies received.

This Article may not be used for maternity, paternity, or child-rearing purposes, or to take a position in another public school district. Not more than one administrator may utilize the benefits of this section during the same year.

B. Continuation of Benefits While on Leave: Administrators while on leave without pay shall have the option to continue payment premiums for health/insurance benefits regularly provided by the COMMITTEE, if in accordance with town practice.

C. Extensions and Renewals: All extensions or renewals of leaves shall be applied for by May 1st and, if granted, shall be in writing.

D. Returns From Leave:

When returning from leave granted for an educational purpose, the administrator shall be considered as if he/she were actively employed by the COMMITTEE during the leave and shall be placed on the salary schedule at the level appropriate to the fiscal year in which he/she returns. This would include return from Sabbatical Leave (Article IX and Leave of Absence Without Pay) for an educational purpose.

ARTICLE X - VACATIONS

A1A. Time Allotted: The work year for a Full Year Administrators represented under this contract is twelve (12) months. Administrators shall not be required to work during school vacations, holidays, closings and non-work days scheduled during the school year. This shall include snow days, emergency school closings and early dismissal.

If a holiday falls within any of the three (3) school vacation periods, then the employee shall have an additional day off. The time for such a day off shall be scheduled at the discretion of the Superintendent.

Twenty (20) days vacation will be provided annually. Such vacation shall be scheduled between the Administrator and the Superintendent.

A1B. Time Allotted: The work year for School Year Administrators represented under this contract is one hundred and ninety days (190). The School Year Assistant Principal will be required to work ten (10) additional days beyond the school year. These are to be scheduled by mutual agreement with the Building Principal or the Superintendent of Schools to report for duty at any other mutually agreeable time to conduct business relative to his/her position, including the interviewing of applicants. Administrators shall not be required to work during school vacations, holidays, closings and non-work days scheduled during the school year. This shall include snow days, emergency school closings and early dismissal.

B. Full Year Assistant Principals -Vacation Days How Earned Definitions:

1. Vacation Day one of the twenty days to be taken during the summer months.
2. Vacation days are earned at the rate of 1.66 per month.
Example: Nine (9) months service 15 days of vacation.
3. Newly hired Administrators do not begin assignments with vacation time.
 - a. New Administrators do have:
 - 1) Legal holidays
 - 2) All school vacations, closings and non-work days scheduled during the 180 days school year.
 - b. Plus number of days earned.

4. It is recommended that in negotiating with candidates for positions, the following applies:
 - a. Example:
 - 1) Begin assignment first of August.
 - 2) Work 11 months .earn 18 days of vacation to be taken in the next fiscal year.
 - b. Example:
 - 1) Begin assignment first of January.
 - 2) Work six months .earn 10 days of vacation to be taken in the next fiscal year.

C. Full Year Assistant Principals - Additional Vacation Week:

1. Administrators with twenty (20) years of total service, consecutive in the Sandwich Public Schools, will be entitled to an additional five (5) days of vacation per year.

D. Other:

- 1A If Full Year Administrators are requested by the Superintendent to work during scheduled vacation time (including weekends), they shall be compensated at 1/211 of their annual salary for each day.
- 1B If School Year Administrators are requested by the Superintendent to work during non school year time (including weekends), they shall be compensated at 1/190 of their annual salary for each day.
2. For Full Year Administrators. Upon receipt of written request, the Granting Authority may authorize the use of vacation days for special circumstances, such as:
 - a) Use in graduate study where all day attendance requirements must be met.
 - b) When sick days are exhausted.

- E. Separation From Service: A Full Year Assistant Principal who dies before his/her contract period is completed shall have payment for his/her earned vacation days given to his/her estate. A Full Year Assistant Principal who retires and/or leaves for other reasons during the contract year shall receive cash payment for his/her earned vacation days at 1/211 of their annual salary for each day.

ARTICLE XI- ADMINISTRATIVE VACANCIES AND TRANSFERS

- A. Administrative Vacancies: Administrative personnel will receive written notice of all administrative openings. All applications for administrative positions must be received in writing by the Superintendent within fourteen (14) days of the notice date. All qualified administrators will be given adequate opportunity to file applications for positions. The SUPERINTENDENT agrees to consider, among other qualifications, professional background, successful teaching experience, and years of service in the Sandwich Public Schools, but is not limited exclusively to these areas. The School Department is an equal opportunity affirmative action employer, and will make all appointments without regard to race, creed, color, religion, nationality, sex, sexual orientation or marital status. Interviews conducted in accordance with School District policy, will be arranged between the candidate who has made formal application and the Superintendent or

his designee. All applicants will receive written notification, when the successful candidate has been appointed.

- B. Other Administrative Vacancies: All openings for summer programs, evening school programs, and Federal programs will be posted as early as possible. The same procedure as outlined above for administrative vacancies will be followed whenever another area vacancy occurs, except that applicants will be advised of the successful candidate only if they so request.
- C. Acting Administrator: When such occasions arise where temporary administrative positions are available or necessary to fill (due to illness, leave of absence, etc.) the Superintendent will discuss the circumstance with the appropriate personnel within a reasonable time frame and take the appropriate action relative to appointments and salary.
- D. Transfers: It is understood that from time to time, involuntary transfers may be necessary for the good of the school system. Whenever such a transfer is necessary, the administrator, at a meeting with the Superintendent, will be given all the reasons for the transfer. Except in emergency situations requiring temporary transfers, a ninety (90) day notice of transfer will be given to the administrator. The final decision on all transfers rests with the Superintendent. This also applies to the elimination of positions or also known as reduction in force conditions. Reasons for transfer, elimination of positions, etc., shall be in writing.

ARTICLE XII - SCHOOL CALENDAR

Input to the school calendar shall be solicited from the ASSOCIATION prior to its being adopted by the COMMITTEE.

ARTICLE XIII - PROFESSIONAL DEVELOPMENT

- A. Reimbursement of Tuition, Fees and Books: The COMMITTEE shall reimburse members of the ASSOCIATION for all tuitions, fees, and books for approved college and university courses if attendance is requested by the Superintendent.
- B. Approval for Course: Courses must be approved by the Superintendent prior to registration.
- C. Course Reimbursement: Tuition for college courses approved shall be reimbursed at the rate of one-half the course cost and not to exceed four hundred dollars (\$400) per course for any two (2) courses taken within a fiscal year.
- D. The Limit for Reimbursement: Reimbursement procedures shall be followed within thirty (30) days of submission of an itemized voucher. Items of reimbursement shall be submitted for payment within fifteen (15) days in the month of occurrences, but not later than the fiscal year.
- E. Professional Membership Dues and Conferences: Up to \$1000 will be granted per fiscal year to each member of the Association to be used for:
 - 1.) Professional membership in appropriate national, state, and local educational associations.
 - 2.) Attendance at professional conferences, workshops, etc.

ARTICLE XIV - INSURANCE PROTECTION, LIABILITIES

Insurance protection shall be the same as all other employees in the Town of Sandwich, which shall set all policies pertaining to insurance for employees.

ARTICLE XV - PROTECTION OF EMPLOYEES AND PROPERTY

- A. Procedures for Emergency Conditions: Shall be in accordance to COMMITTEE policy.
- B. Assault Legal Assistance: Shall be in accordance to COMMITTEE policy.

ARTICLE XVI - MISCELLANEOUS PROVISIONS

- A. Administrative: The Sandwich School Committee will make every effort to provide the opportunity to the ASSOCIATION to participate in selection of professional educational Administrative staff of the School Department (examples: Superintendent, Business Manager, etc.).
- B. Protection Against Infringement Upon Contract: The COMMITTEE shall not enter into any negotiated agreement with any other bargaining unit in the district which shall infringe upon this Contract
- C. Participating in Policy Making: Upon request, the ASSOCIATION will be consulted and given an opportunity to participate in the development of all policies and procedures.
- D. Use of Automobile: All members of the ASSOCIATION who may be required to use their own automobiles to travel outside of the Sandwich School District in the performance of their duties shall be reimbursed at the town rate per mile.
- E. Involuntary Reduction of Personnel: There shall be no reduction in the administrative staff except for good cause and a majority vote of the School Committee supporting such reduction. In the event of a reduction in the administrative staff, the Superintendent will make every attempt to place the affected administrator(s) into any non-administrative position for which he/she is certified or certifiable. The affected individual(s) will be placed on the appropriate column of the salary schedule at a level not more than five (5) steps below that indicated by cumulative professional experience. Any person to be affected by an involuntary reduction of personnel shall receive written notice prior to May 15th, of the FY prior to the FY in which the RIF action shall take place. For a period of two years, no person outside or inside of the district shall be employed in an administrative position for which an individual who has been affected by a reduction in the administrative staff is certified or certifiable.
- F. Seniority - Fall Back Rights: When, and if, administrative staff reductions occur, it shall be conducted on a seniority of administrative service in Sandwich basis. In the circumstances where administrative positions are not available, said administrator, as a professional, will be afforded opportunities as noted in Section E of this Article.
- G. Administrative Organization: The Superintendent shall request a written recommendation from the ASSOCIATION before presenting a recommendation to the COMMITTEE for the

implementation of a new administrative organization at the building or district level. This shall include the creation, change or elimination of any position covered by this agreement.

- H. Health Insurance: Effective July 1, 2006, the indemnity plan known as Blue Cross Blue Shield Master Health Plus will no longer be offered to members. The parties acknowledge that the PPO plans currently offered satisfy the statutory requirement that the Town offer employees an indemnity plan.

ARTICLE XVII- SALARY AGREEMENT

The administrator’s salary will be adjusted according to the schedule listed below upon receiving a satisfactory performance evaluation in the school year preceding the fiscal year for which the increase is intended.

Effective dates for salary adjustments are July 1, 2005; July 1, 2006; and July 1, 2007.

Effective July 1, 2002 each year Full Year Assistant Principal of an elementary school (K-8) without a School Year Assistant Principal, with a student population greater than 500 students will receive a stipend of \$250 to be paid the first pay period of a contractual year.

	2005-2006	2006-2007	2007-2008
H.S. Full Year Assistant Principal	\$85,940 (2%) \$86,800 (1%)	\$89,404 (3%)	\$92,086 (3%)
K-8 Full Year Assistant Principal	\$82,140 \$83,000	\$85,604	\$88,286
School Year Ass’t Principal	\$72,940 \$73,800	\$76,404	\$79,086

The formula for determining salaries is as follows: The SHS FYAP receives the percentage rate agreed upon in each year of the contract. The K-8 FYAPs receive \$3800 less than the SHS FYAP in each year of the contract. The SHS SYAP receives \$13,000 less than the SHS FYAP in each year of the contract.

ARTICLE XVIII - LONGEVITY BENEFITS

Longevity payments will be made for years of service to the Town of Sandwich, as follows:

	2005-2006	2006-2007	2007-2008
5 th year of service	\$1250	\$1500	\$1750
10 th year of service	\$1750	\$2000	\$2250
15 th year of service	\$2000	\$2250	\$2500
20 st year of service	\$2250	\$2500	\$2750

ARTICLE XIX - WORKING CONDITIONS

- A. It is recognized by the ASSOCIATION and COMMITTEE that:
- High School Assistant Principals shall be 9-12
 - K-8 Assistant Principals shall be K-8

ARTICLE XX - EVERGREEN CLAUSE

The provisions of this Agreement will continue in full force and effect until June 30, 2008. If negotiations for a successor Agreement are not completed by June 30, 2008 the terms of this Agreement shall remain in full force and effect.

ARTICLE XXI - LEGALITY OF AGREEMENT

In the event that any portion of this contract shall be deemed to be in violation of the law, the remainder of the contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers and attested by their respective secretaries.

SANDWICH SCHOOL ADMINISTRATORS ASSOCIATION

_____ President

_____ Secretary

SANDWICH SCHOOL COMMITTEE

_____ Chair

_____ Secretary

NOTES: Whenever any notice is required to be given by either of the parties to this Agreement, to the other, pursuant to the provision(s) of the Agreement, either party shall do so in writing.