

***A G R E E M E N T***

***BETWEEN THE***

***FAIRHAVEN EDUCATORS' ASSOCIATION***

***UNIT A***

***AND THE***

***FAIRHAVEN SCHOOL COMMITTEE***

***2018 - 2021***

**AGREEMENT**  
**BETWEEN THE**  
**FAIRHAVEN EDUCATORS' ASSOCIATION**  
  
**and the**  
  
**TOWN OF FAIRHAVEN SCHOOL COMMITTEE**

Pursuant to the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, THIS AGREEMENT made this \_\_ day of \_\_\_\_\_, 2018 by and between the SCHOOL COMMITTEE OF THE TOWN OF FAIRHAVEN (hereinafter called the Committee) and the FAIRHAVEN EDUCATORS' ASSOCIATION (hereinafter called the Association).

# UNIT A COLLECTIVE BARGAINING AGREEMENT

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## PREAMBLE

In recognizing that our prime interest and purpose is to provide education of the highest possible quality for the children of Fairhaven and that good morale within the teaching staff of the Fairhaven Public Schools is essential to the achievement of that purpose, we, the undersigned parties to the Agreement, hereby declare that:

1. Under the laws of Massachusetts, the Committee, elected by the citizens of Fairhaven, has the final responsibility for the establishment of the educational policies of the public schools of the Town of Fairhaven. To that end, no part or provision of this contract or any appendix attached hereto which is in conflict with those responsibilities as set forth in any law or bylaw will prevail while such conflict exists;

2. The Superintendent of Schools of Fairhaven (hereinafter called the Superintendent) has the responsibility under the law for carrying out the policies so established;

3. The teaching staff of the public schools of Fairhaven shares with the Committee and the Administrative staff the responsibility for providing the school children of Fairhaven with an education of the highest possible quality consistent with policies established by the Fairhaven School Committee;

4. Fulfillment of these respective responsibilities can be facilitated and supported by consultation and free exchange of views and information between the Committee, the Superintendent, and the teaching staff in the formulation and application of policies relating to wages, hours and other conditions of employment for the teaching staff; and so,

5. To give effect to these declarations, the following principles and procedures are hereby adopted.

## **ARTICLE 1** **DEFINITIONS**

**1:1 Committee** - School Committee of the Town of Fairhaven, which under the Massachusetts law is elected by the citizens of Fairhaven and has the final responsibility for the establishment of the education policies of the public schools of the Town of Fairhaven.

**1:2 Superintendent** - The Superintendent of the Fairhaven Public Schools, who under the Massachusetts law, has the responsibility to carry out the policies established by the Committee.

**1:3 Association** - The Fairhaven Educators' Association which is the exclusive bargaining agent for all teachers.

**1:4 Administration** - The Superintendent and his/her entire central office staff including all building principals.

**1:5 Teacher** - A person employed by the Committee as defined in Article 2, 2:1.

**1:6 School** - Any work location to which a member of this bargaining unit is assigned.

**1:7 Association Representative** - A representative of the Fairhaven Educators' Association.

**1:8** Whenever the singular is used in this Agreement, it is to include the plural.

**1:9 Permanent Substitute** - shall be defined as any professional employee, who has been in continuous employment in the same position for more than sixty (60) days. For nurses, the time period is forty five (45) days or more.

**1:10 Secondary Teachers** - Teachers in Grades 9-12

**1:11 Elementary Teachers** - Teachers in Grades Pre K-5

**1:12 Middle School Teachers** – Teachers in Grades 6-8

**1:13 Nurses** – Any professional employee holding an R.N. or B.S. degree in nursing, covered by this Agreement.

**1:14 Submission Deadlines** – Deadline for all submission dates is 3:00 p.m. of that business day.

## **ARTICLE 2 RECOGNITION, SCOPE, LIMITATION**

**2:1** For the purposes of collective bargaining with respect to wages, hours, standards of productivity and performance, other conditions of employment, the negotiation of collective bargaining agreements, and any other questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of all classroom teachers, including part-time teachers doing the work of bargaining unit members, teachers under federal programs, speech teachers, and school psychologists and social workers, occupational therapist and physical therapist, coaches, permanent substitutes, full-time tutorial personnel, attendance officers, guidance counselors, nurses, and academic coordinators in the elementary, middle school, and senior high schools, and including those persons whose duties are primarily those of a teacher, regardless of classification, and to the exclusion of all other employees of the Fairhaven Public Schools.

**2:2** Subject to the provisions of the Agreement, and except as otherwise provided by Appendix A, attached hereto and made a part hereof, all other conditions of employment remain as they were prior to the effective date of this Agreement. The Committee retains all policy-making powers not specifically modified by the terms of the Agreement.

**2:3** All matters covered by this contract are all the matters to which the parties have bargained and intend to bargain except as provided for under Article 32:3, and any matter which is not covered by the language of the Contract is retained to the School Committee with full discretion.

**2:4** Official representative of the employees covered by this Contract, on any committee provided by this Contract and pertaining to the provision of this Contract, shall be selected by the Association.

**2:5** Copies of the School Committee minutes shall be provided to the Association President.

**2:6** Copies of the agenda of the Committee meeting shall be sent to the Association President at the same time they are sent to the Committee members.

**2:7** Whenever members of the bargaining unit are required by the conditions specified in Article 4:3.7, or by the American Arbitration Association, to participate during working hours in conferences, meetings, or in negotiations respecting the Collective Bargaining Agreement, they shall suffer no loss of pay.

### **ARTICLE 3** **NEGOTIATION PROCEDURE**

**3:1** Not later than September 15 of the calendar year preceding the calendar year in which this Agreement expires, the Committee and the Association agree to enter into negotiations over a successor agreement, in accordance with the procedures set forth herein, in a good-faith effort to reach an agreement concerning teachers' wages, hours, and other conditions of employment. Any Agreement so negotiated will apply to all teachers as defined in Article 2:1, and will be reduced to writing and signed by the Committee and the Association.

**3:2** During negotiations, the Committee and the Association will present relevant data, exchange points of view, and make proposals and counterproposals. either party may, at its own expense, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

**3:3** Before the Committee adopts a change in policy which affects wages, hours or any other conditions of employment, which is not covered by the terms of this Agreement and which has not been proposed by the Association, the Committee will

notify the Association that it is considering such a change; and the Association will have an opportunity to express its views at the next meeting of the Committee following notification. A letter noting specifically any such proposed changes in policy shall be deemed adequate notice for the purpose of this section. No policy will be adopted unless the Association has been given eleven (11) days prior notice.

**3:4** Under normal circumstances, negotiations and/or grievance procedures will be held during non-school hours.

## **ARTICLE 4 GRIEVANCE PROCEDURE**

### **4:1 DEFINITIONS**

**4:1.1** A grievance is defined as a question, problem, or disagreement, which arises concerning any provision of this Agreement, with respect to the wages, hours, or working conditions of an employee(s) covered by this Agreement, or an alleged violation of any provision (s) of this Agreement.

**4:1.2** An “aggrieved person” is the person(s) declaring a grievance.

**4:1.3** A group grievance may be filed by the Association on behalf of a group or classification covered by this Agreement only when there is an alleged violation of the terms of the Agreement affecting such classifications.

**4:1.4** A “party in interest” is the person(s) making a claim and any person, who might be required to take action or against whom action may be taken, in order to resolve a claim.

**4:1.5** A “bill of complaint” is a written statement of the grievance signed by the aggrieved person or party, which must be submitted for the initiation of any such action under the Grievance Procedure. This “bill of complaint” must state specifically the Article and subsection of said Article alleged to have been violated and state the exact nature of the alleged violation.

**4:1.6** For the purposes of this Article “Administration” includes those personnel on Levels One (1) and Two (2) of the Grievance Procedure.

**4:1.7** A “permanent substitute teacher” is a teacher serving continuously for more than sixty (60) days in the same position. A “permanent substitute nurse” is a nurse serving continuously for more that forty-five (45) days in the same position.

**4:1.8** For the purposes of this Article, whenever the term “days” is used, it will refer to calendar days.

### **4:2 PURPOSE**

**4:2.1** The purpose of the grievance procedure as set forth hereinafter is to produce, at the lowest possible level, equitable and prompt solutions to those problems, which may from time to time arise, affecting the application of the provision of this Agreement. The Committee and the Association desire that such procedure shall remain as informal and as confidential as may be appropriate; and nothing in this Agreement shall be construed as limiting the rights of any teacher having a grievance to discuss the matter informally with any appropriate member of the Administration, provided the adjustment of the grievance is not inconsistent with the terms of this Agreement.

**4:2.2** Any matter which is not covered by any provision of this Agreement may not be subject to the grievance procedure under this Agreement.

**4:2.3** any voluntary assumption of duties or sharing of responsibilities between teachers, unless specifically prohibited by the terms of this Contract, shall not be deemed a grievance or a violation of the Agreement.

#### **4:3 PROCEDURE**

**4:3.1** Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process.

**4:3.2** In the event a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

**4:3.3 LEVEL ONE** - A teacher with a grievance will file the written grievance with his/her principal or immediate supervisor, either directly or through the Association Building Representative, with the object of resolving the matter. (This is not to be construed as precluding informal discussions between Association members and their immediate superior with a view toward arriving at a solution in a more informal manner. The Committee and the Association agree that dialogue with a view toward informal solution is to be preferred prior to utilization of the formal grievance procedure.)

**4:3.4 LEVEL TWO – (a)** If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within ten (10) days after the presentation of his/her grievance, he/she may file the grievance in writing as a “bill of complaint” with the Chairman of the Association’s Committee on Professional Rights and Responsibilities (hereinafter referred to as the P R & R Committee) within five (5) days after the decision at Level One (1) or fifteen (15) days after the grievance was presented, whichever is sooner. Within five (5) days of the

receipt of the written grievance, the chairman of the P R & R Committee will refer it to the Superintendent of Schools.

**(b)** The Superintendent will represent the Administration at this level of the grievance procedure. Within ten (10) days after receipt of the written grievance by the Superintendent, the Superintendent will meet with the aggrieved person(s). If the aggrieved person(s) is/are not represented by the Association at this level, a representative of the Association may be present but may not participate in the discussion.

**(c)** If a teacher does not file a grievance in writing with the Chairman of the P R & R Committee and a written grievance is not forwarded to the Superintendent within thirty (30) days after the grievance is based, then the grievance will be considered as waived. A dispute as to whether a grievance has been waived under this paragraph will be subject to arbitration pursuant to Level Four and will be a threshold issue if the grievance is presented to arbitration pursuant to Article 4:3.6 below.

**4:3.5 LEVEL THREE** - If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) days after he/she first met with the Superintendent, he/she may file the grievance in writing with the Chairman of the PR & R Committee within five (5) days after the decision of the Superintendent or fifteen (15) days after he first met with the Superintendent, whichever is sooner. Within five (5) days after receiving the written grievance, the Chairman of the P R & R Committee will refer it to the School Committee. Within ten (10) days after receiving the written grievance, the School Committee will meet with the aggrieved person and a representative of the P R & R Committee, if the aggrieved person so desires for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Three will be rendered by the School Committee.

**4:3.6 LEVEL FOUR** - If, at the end of twenty-five (25) days next following presentation of the grievance in writing to the School Committee, the grievance shall not have been disposed of to the satisfaction of the P R & R Committee of the Association, and if the grievance shall involve disputes over the interpretation or application of any provisions of the Agreement, the Association may by giving notice to the School Committee, within ten (10) days next following conclusion of such period of twenty-five (25) days, present the grievance for arbitration.

**4:3.7** The grievance shall be submitted to the American Arbitration Association for arbitration and decision in accordance with the applicable rules of said Association. The arbitrator will confer with representatives of the Committee and the Association and hold hearings, and will issue his decision, in writing, setting forth his findings of fact, reasoning and conclusions on issues submitted. The decision of the arbitrator, other than the arbitrability of the issued involved, shall be final and binding upon the parties, except that the arbitrator shall make no decision which alters, amends, adds to or detracts from this Agreement, or which recommends a right or relief for any period of time prior to the effective date of this Agreement, or which modified or abridges the right

and prerogatives of the Committee as set forth in this Agreement or as set forth in any provision of law or which is contrary to any pertinent provision of law.

**4:3.7.1** The Association agrees that the Committee has complete authority over the policies and administration of the Fairhaven Public School System, which it exercises under the provisions of law, and that the Committee will continue to retain, whether exercised or not, the responsibility and prerogative to direct the operation of the Fairhaven Public Schools in all aspects, except same shall not be exercised in violation of any of the express terms or provision of this Agreement. The action of the Committee with respect to such retained rights and responsibilities shall be subject to arbitration.

## **ARTICLE 5 TEACHING HOURS AND TEACHING LOAD**

### **5:1 WORK YEAR**

**5:1.1** The Association and the Committee agree that the work year for teachers (other than new personnel, who may be required to attend additional orientation sessions) shall consist of four (4) days more than the total number required by the State Board of Education for student attendance.

**5:1.2** The teacher work year will include days when pupils are actually in attendance, orientation days at the beginning of the school year, and two 6-hour professional development days and any other days on which teacher attendance is required.

**5:1.3** It is further agreed by the Association and the Committee that the superintendent may extend the individual teacher's work year if outstanding reports, marks, and other normal termination duties are not completed satisfactorily.

**5:1.4** On the day that teachers are required to report to school for the new year, teachers will not be required to attend district-wide or individual building staff meetings later than noon time.

### **5:2 WORK DAY**

**5:2.1** It is recognized that in order to fulfill professional responsibilities, personnel covered by this Agreement may find it necessary to stay beyond the normal working day without extra compensation, performing such duties as giving make-up work, meeting with parents, meeting with pupils who need assistance or advice, meeting with professional colleagues to discuss students, and for reasons of detention and discipline.

**5:2.2.1** The work day for elementary teachers will be of seven (7) hours and seven (7) minutes duration ; this time will include a thirty (30) minute duty-free lunch.

**5:2.2.2** The work day for middle school teachers will be of seven (7) hours and seven (7) minutes duration; this time will include a thirty (30) minute duty-free lunch period.

**5:2.2.3** The work day for secondary teachers will be of seven (7) hours and seven (7) minutes duration; this time will include a twenty-five (25) minute duty-free lunch period.

**5:2.3** The normal workday of teachers in the Middle School and of teachers in the High School will begin fifteen (15) minutes before starting times for students and end twenty (20) minutes after dismissal times for students. “The normal workday for teachers in the elementary schools will begin twenty-five (25) minutes before starting times for students and end thirty-two (32) minutes after dismissal times for students. Teachers in the elementary schools shall use the twenty-five (25) minutes before starting time and the thirty-two (32) minutes after the dismissal time for students for collaboration with colleagues (with collaboration time not to exceed two times per week) and the remaining time for individual professional preparation time.” On Fridays and all school days immediately preceding non-school work days including the Friday preceding a Monday holiday, with the exception of Labor Day, the dismissal times of teachers will coincide with (but not precede) those of students.

**5:2.4** In those schools where students may be detained while awaiting the school bus arrivals, the principal, in his/her sole discretion, shall establish a fair and adequate schedule of Unit A employees to cover supervision of students.

**5:2.5** Starting and dismissal times are subject to modification by the Administration and School Committee to allow for unforeseen circumstances and for staggering schedules between schools for transportation and scheduling purposes, provided, however, that no such modification will increase the length of the teacher’s work day prior to negotiations on said increase in length of the school day.

**5:2.6** The Committee shall have the right to discipline any teacher failing to provide professional services to any student requesting such service prior to the expiration of the work day as outlined above. (See Section 5:2.3)

### **5:3 WORK WEEK**

**5:3.1** Additional periods will be offered first to current staff members. If staff members volunteer to participate by teaching additional periods beyond those included as part of their normal assignment, they shall receive extra compensation at one-seventh of 1/184 of their annual teaching salary for each additional class period they agree to teach beyond the base assignment under Section 5:4.3 hereafter. Any such

agreement shall be in writing and signed and dated by the teacher and a representative of the Administration. Effective September 1, 2018, the district-wide hourly stipend rate shall be thirty dollars (\$30.00) per hour.

#### **5:4 TEACHING LOAD**

**5:4.1** High School and Middle School teachers will, in addition to any established lunch periods, have at least one (1) unassigned period per day during which they will not be assigned to other duties.

##### **5:4.1.1 ELEMENTARY PLANNING PERIODS**

a. “All teachers (classroom teachers, special needs teachers, specialists) in grades K-5 shall, in addition to any established lunch period, have scheduled planning periods in an amount of approximately forty (40) consecutive minutes per day.”

If it becomes necessary to change the time of a teacher’s regularly scheduled planning period, the teacher affected by such change shall receive twenty-four (24) hours notice. It is recognized that in an emergency situation it may be impossible to provide twenty-four (24) hours notice.

On other than complete days, the teacher’s regularly scheduled planning periods will be adjusted in a way that each teacher receives an equal amount of time.

If it is necessary for a teacher to attend a special meeting or event during his/her regularly scheduled planning period, the teacher will be given a planning period of approximately forty (40) consecutive minutes at another time during the day.

b. If the specialist is absent, the Committee will make a good faith effort to obtain a substitute; if a substitute is unavailable, the teacher will conduct the class.

When a teacher conducts a class during the time when he/she would normally be free of instruction/supervision, the teacher will be compensated at the rate of twenty dollars (\$20.00) per class.

c. The Association and the School Committee agree that it is often difficult to provide planning time on field trips, field days and during the holiday concerts, spring concerts and shows when the specialist teachers are involved with these events, and, therefore, planning time may not be provided.

**5:4.1.2** Special education staff will be provided with added support divided equitably between all levels within the school department. This support is for the clerical aspects of the Individual Educational Plan. This support shall be divided as the Special Education Director deems appropriate. This support does not supplant the duties and responsibilities of the special education teacher. The special education teacher is the individual responsible to write and complete all of the educational aspects of Chapter 766/DEA procedure within the required timelines.

**5:4.2** Except in cases of inclement weather or poor playground conditions, students in elementary schools will have a fifteen (15) minute outside recess period daily. Elementary teachers will supervise outside recess periods; however, consistent with good administrative practice and the safety and welfare of pupils, individual elementary teacher(s) will be excused from such supervision on a rotating basis. Elementary teachers supervise inside recess periods.

**5:4.3**

**a.** Academic middle school teachers will be assigned a maximum of twenty-seven (27) fifty-five (55) minute teaching periods per six (6) day cycle. However, in no event shall any teacher be assigned to more than thirty (30) periods of teaching and student supervision periods per six (6) day cycle combined. In the event the schedule at the Middle School is changed, the current work-day of the teachers will not be exceeded by any new configuration of teaching time.

**b.** Academic high school teachers will be assigned a maximum of thirty (30) fifty-seven (57) or fifty-eight (58) minute teaching periods per seven (7) day cycle.

**c.** The Association and the Committee agree that an individual teacher may agree, at his/her sole discretion, to assume a teaching load that constitutes an exception to this provision. However, the Association and the Committee further agree that any such exception made at the discretion of a teacher shall not constitute a waiver of the limitations set forth in Section 5:4.3 a. and b. with respect to any other member of the bargaining unit, or with respect to future teaching loads to be assigned to the individual teacher concerned in subsequent school years. See Section 5:4.3.5 for specific provisions applied to high school faculty.

**5:4.3.1** All academic high school and middle school teachers will be scheduled for one (1) or more unassigned periods each day exclusive of lunch periods. One of these periods each day shall be a planning period for the teacher's professional preparation. In addition, each teacher assigned to a team at the Hastings Middle School shall have at least two (2) team planning periods in a 6-day cycle. The team planning periods are dependent on maintaining staffing levels at the Hastings Middle School. In the event that layoffs occur with the result that the team planning periods may not be provided, the parties agree to negotiate prior to the time any decision to

eliminate the team planning periods is made. It is recognized that the final determination relative to the continuation of the team planning period shall be that of the Superintendent of Schools. Some of the tasks of the teams may include, but are not limited to: sharing the best practices in teaching and learning; examining benchmarks students are required to master; collaborating to provide students with accurate, timely, and specific feedback; planning effective units and lessons; examining student work; solving common problems of teaching; and consultation with special education staff regarding the delivery of inclusion services and regarding I.E.P.s.

**5:4.3.2** High school teachers may be assigned student supervision periods during periods not assigned teaching duties, but not in excess of five (5) such periods per seven (7) day cycle for a period of one term (term defined as  $\frac{1}{4}$  of 1 year). Such student supervision shall include study hall, corridor, locker room, lunchroom, and grounds. High school teachers may, on a voluntary basis, accept non-teaching duties other than those specified in Section 5:4.3.5

**5:4.3.3** All teachers shall be considered to be at their assigned work place during the hours of the assigned work day, exclusive of the lunch period assigned, unless specifically released by the Building Administrator and logged. Teachers will sign in/out of building at all times excluding entering and leaving at start/end of day.

**5:4.3.4** Middle School teachers who teach academic core subjects may be assigned student supervision periods or teaching team administrative duties during periods not assigned to teaching duties, but not in excess of one (1) period per six-day cycle. Student supervision duties may include, but are not limited to lunchroom and directed study. Administrative duties may include, but are not limited to, department work, student and/or guidance conferences, administrative conferences, and/or parent conferences.

**5:4.3.5** High school teachers may volunteer to accept a sixth teaching period assignment in lieu of a supervision period and/or homeroom subject to the following conditions:

- a) no more than two (2) teachers within the same discipline or subject area may assume a sixth assignment in one year;
- b) the total number of volunteers assigned a sixth assignment will not exceed six (6) teachers in one year;
- c) non-professional status teachers may not volunteer in the first year of their employment;
- d) all voluntary sixth assignments will cease before any Reduction in Force;
- e) teachers who choose not to volunteer will be subject to no reprisals, adverse actions, or undue pressure of any kind (See Appendix D – Consent Form –

“Volunteer Request Form For Additional Teaching Assignment or Supervisory Assignment”)

**5:4.4** To the extent that it is practicable and educationally sound, teachers in Grades 6-12 will not be required to teach in more than two (2) subject areas nor in more than a total of three (3) teaching preparations within said subject at any one time. (N.B. For purposes of this section, the term “subject” shall refer to a specific discipline or area rather than being used to differentiate between ability levels within a given discipline or subject-matter area.)

High School teachers may be assigned to four (4) preparations in any one term when unavoidable but they will never be required to teach five (5). When possible, teachers who teach four (4) or more teaching preparations in one term will not be assigned student supervision duties such as directed study, lunch room duty , or hall duty during scheduled class periods. Preparation refers to any individual course listed by number in the Program of Studies.

**5:4.4.1** Teachers in grades 6 through 12 who are certified in secondary subject-matter fields, and who are teaching exclusively in one (1) or two (2) certifiable teaching disciplines, will not be required to teach in more than two (2) subject areas (or teaching disciplines) nor in more than three (3) teaching preparations within these disciplines on any given day. However, nothing shall imply that a teacher may not voluntarily assume an assignment of more than three (3) preparations of single section courses within a single subject matter or discipline.

**5:4.4.2** Teachers in grades 6-12 will note the framework standard numbers for English/Language Arts, Mathematics, Science/Engineering and History/Social Sciences on their daily lesson plans. Teachers in grades K-5 will note framework standard numbers for English/Language Arts and Mathematics. Such standard numbers will be provided to teachers by administration.

**5:4.5** Exceptions to the provisions of Sections 5:4.1, 5:4.1.1, 5:4.3.1, 5:4.3.2, 5:4.3.3, or 5:4.4 above may be made only if the Superintendent (or his designee) determines that it is necessary to do so in the best interest of the education process. Any intended exception will be discussed with the Superintendent or the principal prior to making such an assignment. The Association will be notified of each instance that the exception is made. If a teacher objects to the declaration that such an exception is justified, the grievance procedure may be immediately initiated at Level 2.

**5:4.6** All activities held before or after contracted school hours shall be conducted on a voluntary basis with remuneration determined by the Unit A “Additional Salary Remuneration” section of the current Agreement.

**5:4.7** It will be the responsibility of the building principal to provide a substitute for any teacher who is absent due to authorized school activities.

**5:4.8** Teachers at the Middle School and High School who supervise a class of an absent teacher shall be compensated at the rate of ten dollars (\$10.00) per class, or on the basis of the teacher's daily rate of pay multiplied by the fraction of the workday spent conducting the class, whichever is greater.

## **5:5 PROFESSIONAL STAFF MEETINGS**

**5:5.1** It is further agreed by the Association and the Committee, and recognized by both, that placing unwarranted demands on the time of professional personnel is undesirable. However, it is also recognized that a dynamic school system is constantly striving toward excellence, which can only emanate from professional conversation about professional matters leading to purposeful decisions. It is further recognized that it is desirable and necessary that professional personnel meet to make recommendations to the Administration and Committee on curriculum matters concerning the various departments and divisions of the school system.

**5:5.2** All mandatory meetings will usually be called on Thursdays except that an allowance may be made to an individual faculty or curriculum group, department, team or grade level group to hold a meeting(s) on other than Thursdays at the discretion of the individual group involved, and provided that there is no conflict with a previously established system-wide meeting.

**5:5.2.1** Teachers involved in the district's Mentor Program will attend up to four (4) mandatory meetings until no later than 4:30 p.m. on Tuesdays in any one calendar year. Refer to 25:9.

**5:5.3** Persons covered by this Agreement may be required to remain after the normal work day without additional compensation for up to one (1) hour to attend building-faculty meetings called by the school principal on one (1) day of each month. This meeting will occur the first working Thursday of each month except as provided in Article 5:2.3.

**5:5.4** Persons covered by this Agreement may be required to remain after the normal work day without additional compensation for the following:

Effective first day of the work year	# of meetings	length of meetings
2011/2012	4	1.5 hours &
	4	1.0 hours

for building curriculum meetings, department meetings, team or grade level meetings and other meetings authorized by the Superintendent. These meetings will occur on the second and/or third Thursdays of each month.

**5:5.5** Teachers will be required to attend one evening Open House during each school year. Additionally, teachers may be required to attend a second evening meeting so long as an equivalent time period is scheduled at a later date for early

teacher dismissal during a release time day. Attendance at all other evening meetings shall be at the option and discretion of the individual teachers. On the day that the evening Open House is scheduled, teachers will be allowed to leave at the same time as student dismissal.

**5:5.6** In the event a meeting, in addition to the above, is necessary because of an emergency or exceptional circumstance, upon notification to the Association, the Superintendent may call an emergency, unscheduled meeting.

## **5:6 SCHOOL YEAR AND DAY OF ATYPICAL POSITIONS**

**5:6.1** It is recognized that the school year and school day as described in the foregoing sections of this Article are intended to apply equitable, professional responsibility and working conditions for the majority of the members of this Unit which consists of classroom teachers. However, it is also recognized that others, whose duties may not be assigned to classroom teaching responsibilities and whose working conditions may be atypical in relation to the majority of this Unit may have additional work hours and/or supervisory responsibilities for which an additional pay differential is provided in Appendix A.

**5:6.2 COUNSELORS:** Middle School counselors are expected to report for work for ten (10) days beyond the teacher work year to assist in scheduling and programming of students, and for the completion of final grades and reports on students. Counselors at Fairhaven High School shall work an additional fifteen (15) days beyond the teacher work year. Due to the additional work responsibilities beyond those required of classroom teachers, the differentials provided in Appendix A are established.

**5:6.3 SOCIAL WORKERS / ADJUSTMENT COUNSELORS:** Social Workers and Adjustment Counselors will work an additional 105 hours beyond the classroom teacher work year. Duties performed during these additional hours shall be consistent with the responsibilities and duties of the position. The additional hours shall be scheduled by the building principal in consultation with the Social Worker / Adjustment Counselor. Such additional hours shall be worked before and/or after the teacher work day and on days when school is not in session.

**5:6.4 NURSES:** The Association and the Committee agree that the work year for nurses (other than new personnel who may be required to attend additional orientation sessions) shall consist of six (6) days more than the total number required by the State Board of Education for student attendance. The nurse's work year will include days when pupils are actually in attendance, orientation days at the beginning of the school year, and two 6-hour days on which the nurse's attendance is required.

## **5:7 NON-STANDARD HOURS**

**5:7.1** Teachers may be assigned to work hours other than those established in Articles 5:1 – 5:6 above, subject to the following provisions.

## **5:7.2 DEFINITIONS**

**5:7.2.1** PART-TIME – The term “part-time” means a work schedule shorter than the full-time work assignment contemplated in Articles 5:2 and 5:3.

**5:7.2.2** JOB SHARING – The term “job sharing” means a combination of part-time employment by two or more teachers to fill a position previously assigned as a full-time assignment to one teacher.

**5:7.2.3** FLEXIBLE TIME – The term “flexible time” means the assignment of one teacher, or two or more teachers in a job sharing assignment, to duties in which some or all of the work may be outside the usual school day contemplated in Article 5:2

## **5:7.3 PART-TIME POSITIONS**

**5:7.3.1** Except as provided below, the Superintendent in his/her sole discretion, may establish part-time positions for any of the work assigned to teachers. A part-time position newly established, or a vacancy in an existing part-time position, shall be subject to the posting and bidding requirements of Article 11 of this Agreement. A teacher in a part-time position shall be paid the applicable salary and benefits provided in this Agreement prorated by the ratio of part-time hours worked to full-time hours contemplated in Article 5:2, except that – 1) leave shall be rounded to the next highest full day, and 2) specific benefits shall not be prorated if such prorating is otherwise prohibited by applicable law.

**5:7.3.2** The establishment of part-time positions, and the assignment of teachers to part-time positions, shall be subject to the following provisions. No more than two (2) such positions per department subject to this Agreement shall be assigned to part-time positions at any one time. No employee assigned to full-time employment shall be reassigned to part-time employment without his/her consent.

**5:7.3.3** An employee who is hired to fill a part-time position shall begin to accrue seniority on a prorated basis until he/she is assigned to a full-time position. An employee in a full-time position who is reassigned to a part-time position shall maintain his/her seniority status.

**5:7.3.4** Except as expressly provided in Article 5:7.4 the provisions of this Article 5:7.3 shall apply to job sharing positions.

**5:7.4** Job sharing assignments may be established by the Superintendent, and may, but need not, be initiated by the proposal of two or more teachers to enter into a job sharing assignment. Job sharing assignments proposed by two or more teachers shall not be subject to posting and bidding.

**5:7.5** Flexible time assignments may be established by the Superintendent and may, but need not, be initiated by the proposal of one or more teachers to be assigned to a flexible time assignment. Flexible time assignments proposed by one or more teachers shall not be subject to posting and bidding.

**5:7.6** Except as otherwise provided in this Article 5:7, or by applicable law, a teacher assigned to a part-time, job sharing or flexible time assignment shall be entitled to all the benefits otherwise provided to teachers under the provisions of this Agreement.

## **5:8 WORK PERFORMED BY NON-UNION MEMBERS**

**5:8.1** Nothing in this Agreement shall prevent the use of non-union members, meeting applicable state requirements, to perform teaching duties on an occasional or temporary basis, provided the following:

- a.)** Non-union members shall not be assigned to full-time or permanent positions;
- b.)** No more than two courses in a single department in a school may be taught by non-union members;
- c.)** The cumulative teaching time assigned to non-union members shall not exceed four percent (4%) of the total teaching time assigned to all employees in the Fairhaven schools; and
- d.)** No union member shall be laid off in order to accommodate the hiring of a non-union member under this section.

## **ARTICLE 6 NON-TEACHING DUTIES**

**6:1** The Committee and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end. Therefore they agree as follows:

**6:1.1** The teacher will not be required to perform the following duties:

**6:1.2** Before-school and after-school bus duty, milk distribution, supervision of playgrounds before school, cafeteria duty, sidewalks, buses, except when these duties can be performed within a teacher's work day.

**6:1.3** Health services, such as administering eye or ear examinations and weighing and measuring pupils.

**6:1.4** Collecting money from pupils for non-educational purposes, with the exception where necessary, for the purchase of milk. Although teachers may be required to collect and transmit money from time to time for educational purposes, they will not be required to tabulate or account for such money. For the purposes of this section, acceptable charitable organizations as approved by the School Committee will be considered an educational purpose.

**6:1.5** Keeping registers (except for initial entry of information), filling out of transfer cards (except for entry of current grades), and census slips.

**6:1.6** Opening and/or removing anything from or placing anything in student lockers at the Hastings Middle School and at Fairhaven High School. This is not intended to preclude elementary teachers from placing appropriate materials in or removing them from pupils' desks. In addition, it is understood that guidance personnel may be required to go to students' lockers for the sole purpose of securing books and related materials for the purpose of providing parents/students the tools to complete school work such as homework assignments during the time the student may be absent from school due to illness, injury, or other legitimate reason.

**6:2** Teachers will not be required to drive children to activities which take place away from the school building.

**6.3** Teachers will not be required, under normal circumstances, to interrupt normal classroom instructional time for supervising students in cafeteria or for supervising two (2) classrooms at the same time. This responsibility can be assigned by the Principal only in cases of emergency when personnel normally assigned to that duty are unavailable due to illness or personal emergency and acceptable substitutes are not available.

**6:4** All Special Needs teachers at all grade levels in the system will not have supervisory duties to allow them time to complete necessary paperwork that is part of the Special Needs teachers' workload.

**6:5** Nurses will not be assigned any disciplinary duties regarding student behavior.

## **ARTICLE 7 EMPLOYMENT, RESIGNATION**

### **7:1 EMPLOYMENT**

**7:1.1** The Superintendent may start a newly hired or a returning teacher at a higher step than would otherwise be provided for in this Agreement, if that teacher is working in an area in which the Superintendent determines there is a critical shortage.

**7:1.2** As a condition of hiring, participation in the district's mentoring program will be required, with four (4) meetings over a year on Tuesdays. Teachers new to the profession will be required to participate in the program for two (2) years; experienced teachers new to the district will be required to participate in the program for one (1) year. Teachers employed by the Fairhaven Public Schools will have an Individual Professional Development Plan (I.P.D.P.).

**7:1.3** Certified teachers, with related industrial, business, or other experience may, at the discretion of the Superintendent upon initial employment, be granted full credit, not to exceed ten (10) years for that experience.

**7:1.4** Teachers who have left the Fairhaven School System to enter another field of employment will, if re-employed in the system within five (5) years, be restored to the next position on the salary schedule above that at which they left.

**7:1.5** This Section intentionally left blank.

**7:1.6** The provisions of Sections 7:1.1, 7:1.2, 7:1.3, and 7:1.4 above shall not be construed to grant professional status to teachers who have not been employed continuously for three (3) years in the Fairhaven School system next preceding their employment or re-employment.

**7:1.7** A teacher shall be considered to have terminated employment upon return of a "Salary Notice" unsigned to the Superintendent. "Salary Notices" will be prepared in duplicate both copies will be forwarded, unsigned to the Unit A member. Both copies will be returned to the Administrative Center signed by the Unit A member for the purpose of obtaining the Superintendent's signature. The "Salary Notice" with both signatures present will be taken as evidence that the member has accepted employment for the ensuing school year.

**7:1.8** Any contract or employment notification issued in error contrary to the requirements and allowances provided for in this Agreement shall not be valid and may be canceled by the Superintendent and re-issued without prejudice to any previous signatures or acceptance by either party.

**7:1.9** The lack of substantiation of credits or the submission of unsubstantiated information by any teachers concerning degrees and or credits accumulated, shall result in the immediate revocation of any contract, regardless of any signatures, and the re-issuance of a corrected contract and/or notification of employment; and shall result in the appropriate adjustment of payments as may be required to secure any necessary retroactive adjustments of salary to the appropriate contract limits.

**7:1.10** Starting on the sixtieth (60th) day of continuous service in the same classroom assignment, a certified person will have acquired permanent substitute status and will be placed on the appropriate certified degree lane of the Unit A salary scale;

Superintendent to determine step/level. Benefits to be pro rated. No retroactive payment will be made.

**7:1.11** Starting on the forty-fifth (45th) day of continuous service in the same nursing assignment, a certified nurse will have acquired permanent substitute status and will be placed on the appropriate certified degree lane of the Nurse salary scale; Superintendent to determine step/level. Benefits to be pro rated. No retroactive payment will be made.

## **7:2 RESIGNATION**

**7:2.1** Contracts may be terminated by mutual consent at any time. They may be terminated by the Committee as provided by statute. The teacher may resign for reasons of illness, pregnancy, emergency, or other good and justifiable reasons, that must be substantiated by submitting a written resignation at least thirty (30) days in advance (said thirty days to begin upon receipt of the resignation by the Superintendent or his designee), at any time, except during the month of August, during which month, unless the contract has been terminated by mutual consent or Committee action, the teacher will accept employment with no other school system; provided that in the event no Agreement for salaries for the ensuing year has been signed between the Association and the Committee, limitation on teachers resigning shall not be binding until such an Agreement has been signed.

**7:2.2** Any resignation submitted in violation of conditions outlined in Section 7:2.1 shall be considered in violation of professional responsibility and of contract, and the teacher shall be subject to any legal penalties provided by the laws of the Commonwealth of Massachusetts.

**7:2.3** Teachers have a professional responsibility to the children of the Town of Fairhaven to submit resignations to the Superintendent as early as possible in order that the Superintendent may make adequate preparations for filling a vacancy with as competent a person as possible.

**7:2.4** If a newly appointed teacher resigns after signing a contract, but before school begins for the academic year, or during week one of the new academic year, he/she must pay for advertising and other printing/reproduction costs. Costs shall not exceed \$1000.00 in verifiable advertising/printing costs.

## **ARTICLE 8 TEACHER ASSIGNMENT**

**8:1** Teachers will be notified of their intended programs for the following school year, including the school to which they will be assigned, the grade, and/or subject that they will teach and any special or unusual classes or assignments they will

have as soon as practicable and, under normal circumstances, no later than the close of school in June. If circumstances are present which make it impossible to notify individuals of their assignment by the close of school, the Administration will communicate with the Association and give the Association the opportunity for hearing the reasons for lack of notification or assignment.

**8:2** In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except as allowed under the regulations of the Department of Education, temporarily and for good cause, outside the scope of their teacher certification and/or their major or minor fields of study. Teachers who are currently employed outside their major or minor fields of study may continue to remain in employment, in conformity to the regulations of the Department of Education. In the case of specialists, teachers of perceptually handicapped children, teachers of emotionally disturbed, etc., individuals may be employed, who have not majored or minored in these areas, but for whom recognition in the form of approvals or certifications may be obtained by the State Department of Education for employment in areas other than major or minor fields of study.

**8:3** To the extent possible, changes in grade assignment in the elementary schools and in subject assignments in the secondary education process, the assignment may be changed by the Superintendent

**8:4** In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such teachers will be notified of any changes in their schedules as soon as practicable. Teachers who are assigned to more than one school in any one school day will receive a travel allowance equal to that paid other Town employees.

## **ARTICLE 9 FAIR PRACTICE**

**9:1** The Committee agrees to continue its practice of not discriminating against any teacher on the basis of race, color, creed, religion, national origin, age, sex, marital status, physical handicap, sexual orientation, or membership in an association with the activities of any teacher's organization or political group.

## **ARTICLE 10 TRANSFERS AND REASSIGNMENTS**

**10:1** Although the School Committee and the Association recognized that some transfer of teachers from one school to another is unavoidable and that occasionally a reassignment of a teacher within a school is necessary, they also recognize that frequent transfers of teachers is disruptive of the educational process and interferes with optimum teacher performance.

**10:2** Transfers will be made only when considered by the Superintendent and Committee to be in the best interests of the school system and/or the teacher.

**10:3** When a reduction in the number of teachers in a school is necessary, volunteers will be given the first consideration for transfer. If more than one volunteers, the most senior certified teacher will prevail.

**10:4** When involuntary transfers are necessary, a teacher's seniority, certification, evaluations, and suitability will be equally considered in determining which teacher is to be transferred.

**10:4.1** A teacher, being involuntarily transferred due to the elimination of the currently held position as a result of consolidation of reduced enrollment, may be assigned only to a vacant position within the same certification area, if one is available, before "bumping" a teacher with the lowest seniority in the same or any other area in which that teacher may hold certification. In no event shall any teacher whose position is so eliminated, be allowed to "bump" into any position in the same or any other certification area, unless that position has the same or lower salary level, and it clearly is not a "promotional position" as defined in Article 11:3.1 nor shall there be any automatic claim to a vacant "promotional position" under any circumstances. The person being involuntarily transferred may, upon his/her choice, return to his/her former area of certification, if vacated within a two-year period of time.

**10:4.2** An involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent (or his designee), at which time the teacher will be notified of the reasons for the transfer. Teachers being involuntarily transferred as a result of consolidation or elimination of positions, who meet posted qualifications, shall have preference in filling positions over teachers seeking voluntary transfers and newly hired teachers.

**10:4.3** In the event that the teacher objects to the transfer at this meeting, upon the request of the teacher, the Association will be notified and the Superintendent (or his designee), will meet with the Association's representative to discuss the transfer.

**10:4.4** Notice of transfer will be given to teachers as soon as practicable and not later than the end of the school year in June.

**10:4.5** Teachers desiring transfers will submit a written request through the principal to the Superintendent stating the assignment preferred.

**10:4.6** Requests must be renewed each year; all requests will be acknowledged in writing.

**10:5** For the purpose of this article, a “transfer” shall be defined as removal of a teacher from a position in one school and placement in a similar or comparable position in another school on the same general status and salary level.

**10:6** For the purpose of this article, a “reassignment” shall be defined as a movement of a teacher within a school from one grade to another or from one subject matter area and/or department to another on the same general status and salary level.

**10:7** Transfers and reassignments may not be requested by the teacher during the school year with the intent that they be effected during the same school year, except a request may be made in most extraordinary circumstances or when it is relatively impossible or extremely difficult to find qualified candidates to fill a given vacancy and when, in the opinion of the Superintendent, it shall be deemed to be in the best interests of the school system and the children involved to make such a transfer during the school year. When such a judgment is made by the Superintendent, he shall file a written reason with the Association stating the reasons why a transfer or a reassignment was allowed during the school year.

## **ARTICLE 11 VACANCIES AND PROMOTIONS**

### **11:1 VACANCIES**

**11:1.1** All vacancies in professional positions will be publicized by the Superintendent by means of notices placed on the Administrative Bulletin Board in every school. Said notices will include qualifications, job description, pay scale, and dates for filing applications.

**11:1.2** The qualifications set forth for a particular position will not be changed with similar future vacancies occur, unless the Association has been notified in advance of such changes and the reasons therefore.

**11:1.3** Professional, certificated vacant positions are posted within the system for a period of fourteen (14) days, except between May 1st and the end of the school year, when the posting period will be seven (7) days; and persons who possess required certification may submit application.

**11:1.4** Except for vacancies that arise during the school year, notices of vacancies shall not be formally advertised outside the school system without being posted within the school system. When the school department seeks to fill a vacancy in the bargaining unit starting at the beginning of a school year, such vacancy will be posted and/or advertised consistent with the existing collective bargaining agreement. Discretion is allowed the Superintendent for simultaneously advertising job vacancies in/out of the district in circumstances related to grants and/or critical shortage areas upon notification and approval of the Association President. The request will not be unreasonably denied.

**11:1.5** Vacancies occurring during the months of July and August shall be publicized by written notice transmitted to the President of the Association by e-mail, by posting on the bulletin board in the Superintendent's Office, on the District's website, and e-mailing to interested personnel who have previously provided an e-mail address.

**11:1.6** When positions, that must be filled for the opening of school, come open between August 1<sup>st</sup> and the first teacher workday, the length of posting may be shortened.

**11:1.7** Teachers, who desire to apply for vacancies within the school system, shall submit their applications in writing to the Superintendent as specified on the vacancy notice. Teachers who apply for vacancies within the area of certification in which they are teaching are not required to participate in any interview process. However, interviews will be offered to all qualified internal applicants.

**11:2** All qualified personnel will be given adequate opportunity to make application for professional and coaching positions within the Fairhaven Schools and the employer agrees to give due weight and consideration to the professional and/or coaching background, quality of experience, areas of competence, fields of study, quality of performance, professional dedication, personality, certification, and seniority in the Fairhaven School system. It is agreed that in accordance with the Massachusetts General Laws, the Principal or Superintendent, as the case may be, has the final authority for selecting personnel to fill professional and coaching positions.

**11:2.1** When a vacancy occurs during the school year, it will be filled on a temporary basis for the remainder of that school year. Teachers in the system, who make application for said vacancy in accordance with the provisions of Article 11, will be notified of the action taken on said application. If at all possible middle and high school teachers in permanent positions will not be appointed to fill temporary vacancies during the school year unless said vacancy occurs at the half-year point.

**11:2.2** Applicants from within the system, making application for specific positions, will receive a written notification of the decision of the employer.

**11:2.3** Vacancies filled by non-teaching personnel from outside the system, which fill a position listed under Additional Salary Remunerations, Athletic Schedule, will be re-opened and re-advertised for the following school year.

### **11:3 PROMOTIONS**

**11:3.1** Promotional positions are annual appointments subject to evaluation and shall be defined as follows: "Positions paying a salary differential in addition to that of the base teacher's salary, and positions for which the total salary exceeds that of the person making application, including but not limited to, positions such as specialist, director, academic coordinator, counselor, and assistant principal."

**11:3.2** Teachers, who desire to be considered for promotional position(s) , which may be filled during the summer vacation period, shall submit their names to the Superintendent, together with the title(s) or the position(s) they desire to be considered for, together with an address where they can be reached during the summer vacation period.

**11:3.3** The Superintendent shall notify such teachers of any vacancy in a position for which they desire to be considered and such notification shall set forth the qualifications of the position and, so far as has been established, the salary and the description of duties of the position.

**11:3.4** Such notice shall be made as far in advance as practicable, ordinarily at least twenty-one (21) days before the final date when applications must be submitted and in no event less than ten (10) days before such date.

**11:3.5** In addition, the Superintendent shall, within the same time period, post a list of promotional positions to be filled during the summer vacation period, on the bulletin board in his office at the Administrative Center and shall send a list of these positions to the President of the Association (or his/her designee) at his/her preferential address.

**11:4** Job descriptions for promotional positions and positions carrying a salary differential, excluding those for advisors and coaches of extra-curricular activities, shall be determined and made a matter of administrative regulation, prior to posting the vacancy.

**11:4.1** They will not be changed unless the Association has been notified of such changes and the reasons therefore.

**11:4.2** The Association shall be sent a copy of the proposed description as it is intended to be approved, and shall notify the Superintendent first and shall have the opportunity to be present at the School Committee meeting at which it is to be discussed and to participate in such discussion.

**11:5** The Association shall have the opportunity to request that the matter of the salary differential be open for bargaining purposes, if it is felt that sufficient variance is made in the duties of the position from that for which salary differentials are already determined under Appendix A of this Agreement.

**11:5.1** All salary differentials thus bargained between the Association and the Committee shall become an addenda to appendix A and a part of this Agreement.

**11.6** An employee who has received a notice of non-renewal shall not be considered an internal candidate for vacancies and promotions, and the provisions of Article 11 shall not apply to such an employee.

## **ARTICLE 12 TEACHER EVALUATION AND FILES**

### **12:1 EVALUATION – SEE APPENDIX D**

**12:1.1** All monitoring or observation of the professional classroom performance of a teacher will be conducted openly and with full knowledge of the individual. The use of eavesdropping, public address, or audio systems, and similar surveillance devices shall be strictly prohibited.

**12:1.2** This section intentionally left blank.

**12:1.3** This section intentionally left blank.

**12:1.4** This section intentionally left blank.

**12:1.5** This section intentionally left blank.

**12:1.6** This section intentionally left blank.

**12:1.7** Teachers will solicit feedback from their students bi-yearly; high school after semesters; middle and elementary schools after the second marking period and in June. Release time will be provided to staff in order to create uniform survey instruments. It is agreed that the questionnaire will be distributed and received by individual staff members themselves for feedback purposes only. This section is separate from any student feedback which may be provided for in Appendix D or state regulations.

### **12:2 FILES**

**12:2.1** Teachers will have the right, upon written request and within a reasonable time, to review and copy the contents of their personnel file.

**12:2.2** A teacher will be entitled to have an officer or a representative of the PR & R Committee of the Association accompany him/her during such review.

**12:2.3** The Committee will be entitled to have an observer present during such review.

**12:2.4** No material derogatory to the teacher's conduct, service, character, or personality will be placed in his/her personnel file unless the teacher has had an opportunity to review the material.

**12:2.5** The teacher will acknowledge that he/she has had the right 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 INDICATED AGREEMENT WITH THE CONTENTS THEREOF.

**12.2.6** The teacher will also have the right to submit a written answer to such material and his/her answer will be reviewed by the Superintendent, the principal, and/or evaluator, each of whom will affix his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. Said answer will be attached to the original material.

**12:3** No less than five (5) days before the employer is to make its final decision relative to contract renewal for teachers without professional status, a teacher, for whom a recommendation for contract termination is to be made, will be informed in a written letter by the Superintendent that there are strong indications that he/she will not be recommended for contract renewal.

**12:3.1** The teacher will then have the right to submit a written statement to be read by the employer before it makes its final decision.

**12:4** It is understood and agreed that placement office materials and references concerning the teacher, obtained at the time of original employment, which were guaranteed as confidential, are not and shall not be open to teacher inspection.

**12:5** Any complaint which will form the basis of an adverse entry made to a member of the Administration by a parent, student, or other person will be reviewed with the teacher at an appropriate time and as promptly as possible.

## **12.6 DISCIPLINE**

**12.6.1** The association recognizes the authority and responsibility of members of the Administration for disciplining or reprimanding a teacher for delinquency of or lack of professional performance.

**12:6.2** If a teacher is formally disciplined or reprimanded by a member of the Administration above the level of Principal, he/she will be entitled to have a hearing on the matter with the Superintendent (or his/her designee) at which time he/she may have a representative of the Fairhaven Educators' Association or Massachusetts Teachers Association present.

**12:6.3** Subject to the provisions of Section 12:6.4 below, no teacher shall be disciplined, reprimanded (as defined), or reduced in compensation without just cause, and no teacher shall be dismissed except for insubordination, inefficiency, incapacity, conduct unbecoming a teacher, or other good cause.

**12:6.4** This article shall not restrict the authority of the employer granted under General Laws, Chapter 71, Sections 41, 42, 42A, and 43, with respect to dismissal or rehiring of personnel without professional status.

**12:6.5** A teacher may elect to defend any action taken under this article through the grievance procedure as stated in this Agreement or under the provisions of General Laws, Chapter 71: however, once an action has been started under one procedure, the teacher waives all rights to defending his/her case under the alternative procedure.

**12:6.6** A “reprimand” as referred to in Sections 12:6.1, 12:6.2, 12:6.3 above, is defined as a formal rebuke in written form from a person in authority. For purposes of this Article, the formal rebuke in written form shall be from the principal, Superintendent, or higher authority.

**12:6.7** A standing joint Association/School Committee sub-committee, consisting of three (3) members appointed by the Committee and three (3) members appointed by the Association, will be established to improve and update the procedures for the evaluation of teachers. The report of said sub-committee will be presented to the School Committee, the Superintendent, and the Association from time to time and at least annually.

## **ARTICLE 13 TEACHER FACILITIES**

**13.1** Each school should have the following facilities wherever existing buildings and space permit.

**13:1.1** A closet and/or a file cabinet in which teachers may safely store or file materials and supplies;

**13:1.2** A room to be used exclusively by the teachers and educational support staff as a work area and lounge;

**13:1.2.1** The dining area shall be used exclusively by the teachers and educational support staff for a thirty (30) minute duty free lunch.

**13:1.3** Equipment and supplies to aid in the preparation of instructional materials as reasonably determined by the Superintendent.

**13:1.4** A serviceable desk and chair for each teacher, and,

**13:1.5** A well-lighted and clean restroom, including wherever possible, separate restrooms for male and female teachers.

**13:1.6** Facilities at, or in the school area will be available for teacher parking; however, neither the Committee nor the Town shall be responsible for policing such areas within school property. Wherever such parking lots exist, an adequate portion will be reserved for the use of teachers.

**13:2** The Association will have the right to place notices, circulars, and other materials on the Bulletin Board provided for Association use, or in the teachers' mail boxes.

**13:3** The Committee agrees to comply with all occupational health and safety standards and regulations as adopted by OSHA or the Department of Labor, as well as state and local agencies.

The Association and the School Committee agree to establish and maintain a Committee in each building. The Committee shall be made up of the building representative of the Association, one other teacher, the Business Administrator and the building administration.

The duties of the Committee shall include, but not be limited to, monitoring Health and Safety conditions in the building and making recommendations to the officials in charge of improvement.

## **ARTICLE 14 ACCIDENT BENEFITS**

**14:1** Whenever a teacher is absent from school as a result of personal injury compensable under the Massachusetts Workers Compensation Laws, caused by an accident arising out of and in the course of his/her employment, he/she may elect to charge all or part of such absence during the period of temporary disability, due to the accident, to sick leave. In such event he/she shall receive the sick leave pay to which he/she is entitled for the period so charged, less the amount of any worker's compensation award made for temporary disability due to said injury for any period for which such sick leave is paid.

**14:2** In the absence of such election, such teacher shall not receive his/her sick leave payments during the period of his/her absence for temporary disability due to the accident and his/her sick leave credit shall not be reduced by reason of any workers compensation payments he/she may receive for temporary disability due to injury.

## **ARTICLE 15 SALARIES AND FRINGE BENEFITS**

**15:1** The salaries of all persons covered by this Agreement are set forth in Appendix A attached hereto and made a part hereof by addenda.

B+30 and B+45 Lanes: Effective September 1, 2015, the B+30 and the B+45 lanes shall be closed, and, therefore, no employees may advance to the B+30 and

B+45 lanes.

Grandfathering Employees on the B+30 Lane: Each employee who was on the B+30 lane during the 2014-2015 work year shall be “grandfathered” and shall remain on the B+30 lane until such time as such employee has a Master’s degree but such employee shall not advance to the B+45 lane. When all employees who were on the B+30 lane during the 2014-2015 work year have advanced to the Master’s lane or left the bargaining unit, the B+30 lane shall be removed from the Salary Schedules.

Grandfathering Employees on the B+45 Lane: Each employee who was on the B+45 lane during the 2014-2015 work year shall be “grandfathered” and shall remain on the B+45 lane until such time as such employee has a Master’s degree. When all employees who were on the B+45 lane during the 2014-2015 work year have advanced to the Master’s lane or left the bargaining unit, the B+45 lane shall be removed from the Salary Schedules.

Steps in the B, B+15, B+30 and B+45 Lanes: Effective September 1, 2015, no employee shall advance beyond Step 10 in the B lane, the B+15 lane, the B+30 lane, and the B+45 lane in Appendix A. However, any employee who was on Step 10 or Step 11 on the B, B+15, B+30 or B+45 lane in the 2014-2015 work year shall be able to advance up to and including Step 12 in such lane provided that such employee works the requisite ninety- two (92) days in the prior school year.

**15:1.1** Personnel who attain sufficient credits to move on the salary schedule will receive the increment on either September 1 or March 1 as long as notice is received by November 1<sup>st</sup> of the preceding school year.

**15:1.2** Absences without earned sick pay in excess of ninety-two (92) days in any one school year will not be counted for purposes of incremental salary credit on the salary schedule.

15:1.3: Effective September 1, 2015, in addition to working at least ninety-two (92) work days in the work year, each teacher seeking to advance a step on the salary schedule must be rated as needs improvement, proficient or exemplary on such teacher’s most recent performance evaluation; teachers who are rated as unsatisfactory shall not advance a step on the salary schedule.**15:2** Personnel coming into the school system during the year will move to the next step on the salary schedule the following school year provided that they have completed work for ninety-two (92) days during the initial year of employment.

**15:3** All persons on the Teacher’s Salary Schedule will have the option of being paid in forty-two (42) or fifty-two (52) weekly installments during the life of their employment contracts. All members of the bargaining unit must, by June 1st of each school year, submit a completed form provided by the School Department for the purpose of selecting a payment schedule for the following school year. Once a

payment schedule is selected, by said employee, he/she will not be able to change that selection until the following June 1st. Any prorating of their contracts shall be on the basis of one one-hundred eighty-fourth (1/184) of their annual salary rate for each day in which they actually performed the duties for which they contracted. Prorations will be allowed only upon acceptance of a resignation for acceptable reasons within the scope of the individual contract, the granting of absence for sickness, maternity, or other good cause; and for any deduction necessary for absence in excess of leave allowances as contained in this Agreement.

**15:3.1** For the teacher who elects to be paid in fifty-two (52) weekly installments, his/her annual salary will be divided into fifty-two (52) equal installments, with the forty-second (42nd) payment equal to the last eleven (11) installments.

**15:4** Personnel who work beyond the school year will be compensated at the rate of one one-hundred eighty-fourth (1/184) of their annual salary.

**15:5** Nothing contained in this schedule shall prevent the School Committee from establishment of special differentials for the critical area of Industrial Arts.

**15:6** By October 15th of each year, the Fairhaven Educators' Association will receive a list of teachers employed in the system. Said list will state their date of appointment to the system, degrees earned, whether they are certified, and their salary for the current year.

**15:7** Members of Unit A shall be granted the privilege of free tuition with the public schools under the following provisions:

**15:7.1** No implied preference shall be granted for the enrollment of any non-resident child in school and classes where enrollment is over-crowded, to the exclusion of the enrollment of resident children.

**15:7.2** No implied guarantee shall be made requiring the enrollment of any student within the same school to which the parent Unit A member may be attached.

**15:7.3** Non-resident children of Unit A members may be asked to withdraw from enrollment in extreme disciplinary cases or when an I.E.P. under Chapter 766 would place an unfair financial obligation upon the Town of Fairhaven.

**15:7.4** It is understood that the discretion of the Fairhaven School Committee and the Superintendent in non-resident enrollment shall be final and not subject to the provisions of the grievance procedure herein.

**15:8** It shall be understood that in the computation of individual salaries, any accredited course credits accrued after receiving the Bachelor's Degree (Master's Degree) and prior to receiving the Master's Degree (C.A.G.S.) may be counted toward the in-between lanes of B15/30 and M15/30, as the case may be. Likewise, post

degree credits for in-service awards may be counted toward any lanes between degrees, but no pre-degree credits may be applied to lanes subsequent to the base degree lanes (B and M).

15:9 Only Certificates of Advanced Graduate Studies, referred to as “CAGS” degrees, from accredited colleges or universities that require 30 credits or more beyond a Master’s degree shall be considered to be CAGS degrees for advancement to the CAGS lane in Appendix A. Employees who receive CAGS degrees requiring fewer than 30 credits are not eligible for the CAGS lane.

## **ARTICLE 16 PROTECTION**

**16:1** Teachers will immediately report all cases of assault suffered by them in connection with their employment to the principal or immediate superior in writing for transmission to the Superintendent of Schools. Teachers will receive a written receipt from the principal indicating that a copy of the teacher’s report has been sent to the Superintendent.

**16:2** This report will be forwarded to the Committee who will comply with any reasonable request from the teacher for information in its possession relating to the incident or to the persons involved and will act in appropriate ways as liaison between the teacher, the police, and the courts.

**16:3** Insofar as outlined by Chapter 258 (as amended by General Court during the life of this contract) of the General Laws of the Commonwealth, the Committee shall provide indemnification whenever any teacher shall become eligible therefore.

**16:4** If the Committee does not provide the requested counsel and the teacher prevails in the proceedings, then the Committee may reimburse the teacher for reasonable counsel fees incurred by him.

## **ARTICLE 17 SICK LEAVE PROVISIONS**

**17.1** Teachers who commenced employment in a position in the bargaining unit during or before the 2017-2018 work year will be entitled to fifteen (15) days sick leave per year with unlimited accumulation for personal illness or injury. Teachers who commence employment in a position in the bargaining unit for or after the 2018-2019 work year shall accrue sick leave at the rate of 1.5 days per month up to a maximum of 15 per work year. During each such teacher’s first year of employment will receive 3.0 days on September 1 and start accruing 1.5 days in October.

**17.1.1** Discretion will be allowed to the Superintendent of Schools and the School Committee to require medical evidence of any absence in excess of two (2) consecutive days. Evidence setting forth the nature of the illness or injury, the number of days recommended for recuperation and such other pertinent information may be required by the Superintendent of Schools. It is understood that, in requiring such evidence, the Superintendent of Schools shall not act unreasonably.

**17.1.2** Additional discretion will be allowed to the Superintendent to require medical evidence of any absences for less than two (2) days in cases, where, in the opinion of the Superintendent, there is reasonable doubt of actual illness.

**17.2** In addition to personal illness or injury, sick leave may be utilized for the following purposes:

**17.2.1** Teachers shall be allowed to use their sick days for absences due to said teacher's personal illness, disability, or injury, or illness, or injury in the immediate family. The immediate family is considered as parents, grandparents, sisters, brothers, children, spouse, parents-in-law, sisters/brothers-in-law, daughters/sons-in-law, grandchildren, stepfamily, or any other person actually domiciled with the teacher. Discretion will be allowed by the Superintendent of Schools to require medical evidence of any family illness in excess of five (5) days.

**17.2.2** If a teacher takes sick during school time for less than a full day (as defined in Articles 4:2.2 and 5:2.3) he/she will be charged the full day of sick leave for any absence in excess of fifty percent (50%) of his/her work day and will be charged for one-half (1/2) sick day for any absence less than one-half (1/2) of his/her workday.

### **17.3 SICK LEAVE BANK**

**17.3.1** In the event of extended illness of a teacher under this Contract, an additional source of aid shall be provided by means of a sick leave bank to provide for additional days beyond accumulated sick leave benefits.

Members of Units B, C, and E may participate in the sick leave bank established under this Article covering Unit A, fully and equally with the members of Unit A.

The Association agrees that this sick leave bank ties the benefits of the members of this Unit to the benefits of the members of other Units. The Association hereby waives any objection or right to claim that the town will have committed an unfair labor practice by the town's refusal to bargain over changes to the sick leave bank which changes are not agreed to by those other Units.

**17.3.2** The intent of the Sick Leave Bank will be to provide employees with sick days until they are fit to return to work. In certain extenuating cases, individuals may be allowed to use the Sick Leave Bank to reach certain dates for specific purposes. At the beginning of each school year or at any time during the school year, should the total

number of days remaining in the Sick Leave Bank be less than fifty (50) days, employees covered by this Agreement shall contribute one (1) of his/her annual fifteen (15) days of sick leave to fund the bank. All new employees will automatically donate one (1) day to the Sick Leave Bank upon hire.

**17:3.3** The Sick Leave Bank shall be administered by the Sick Leave Bank Committee consisting of six (6) members. Three (3) members shall be designated by the Committee to serve at its discretion and three (3) members shall be designated by the Association. The Sick Leave Bank Committee shall determine the eligibility for the use of the bank and the amount of leave to be granted by using the following criteria:

1. adequate medical evidence of serious illness
2. prior utilization of all eligible sick leave and personal leave
3. length of service in the Fairhaven School System
4. Propriety of use of previous sick leave

An initial request to the Sick Leave Bank can be for up to a maximum of twenty (20) days per request. Additional days may be awarded, as needed, up to a maximum of fifteen (15) days per request. All decisions of the Committee are final and binding and not subject to grievance arbitration. A tie-vote goes to the applicant.

**17:3.4** Said bank will begin operation on the effective date of this Contract.

**17:3.5** No person shall be granted any sick leave accumulation on deposit in the Sick Leave Bank as long as such person has accumulated sick leave and personal days accruing to their personal credit.

**17:3.6** All sick leave donations to the Sick Leave Bank shall accrue to the credit of the bank, and any balance (of days in the Sick Leave Bank not used by the end of the school year) will be carried over to the next succeeding school/contract year.

**17:4** Members of the bargaining unit whose attendance is exemplary during the work year, will be eligible to receive a stipend at the end of the work year by redeeming sick leave days according to the following schedule:

Number of Sick Leave Days used by the member during the work year	Number of Days that may be redeemed and amount of money received
0	4 days = \$600.00
1	3 days = \$450.00
2	2 days = \$300.00

Sick leave days which are redeemed will be deducted from the member's accumulated sick leave days. Members of the bargaining unit who are eligible and who do not wish to redeem days shall notify the Superintendent, in writing, by June 1st of the year in question. Stipends paid to eligible employees, pursuant to this Section, will be rendered by the end of each fiscal year.

## **ARTICLE 18 TEMPORARY LEAVES OF ABSENCE**

**18:1** Teachers will be entitled to the following temporary leaves of absence with pay each school year:

**18:1.1** Effective on September 1, 1995, three (3) days leave of absence for personal, legal, business, household or family matters, which require absence during school hours. The application for personal leave will be made at least twenty-four (24) hours before taking such leave, except in emergencies.

**18:1.1.1** If personal leave days remain unused at the end of the school year, teachers will be entitled to one or both of the following:

- a) Two (2) unused personal days can be converted to one (1) sick day to be applied to Sick Leave Buy Back in 17:4. A letter of request must be submitted by May 1<sup>st</sup>.
- b) Any unused personal leave days will automatically convert to sick leave days. If the Sick Leave Buy Back option has been used, only remaining unused personal day will convert to sick leave days.

**18:1.2(a)** No leave may be taken during the first five (5) days of the school year, or the last five (5) days of the school year, or on the day immediately preceding or immediately following a school vacation. Provided further, however, exceptions may be made by the Superintendent in his/her sole discretion, due to emergencies or circumstances beyond the control of the employee. Specific documentation of said emergency/circumstance will be provided to the Superintendent upon request.

**18:1.2(b)** If a staff member wishes to take the day immediately preceding or immediately following any holiday, they will redeem two (2) personal days for the use of one (1). The following holidays would apply: Columbus Day, Veteran's Day, Martin Luther King Day, Good Friday (unless the start of Spring Vacation), and Memorial Day. Thanksgiving, Christmas, Winter and Spring vacations do not apply. Provided further, however, exceptions may be made to the redemption of two days for the use of one day by the Superintendent in his/her sole discretion, due to emergencies or circumstances beyond the control of the employee. Specific documentation of said emergency/circumstance will be provided to the Superintendent upon request.

**18:1.3** Up to two (2) days of absence to attend graduation ceremonies of each member of the immediate family. The Association and the Committee agree that the granting of a second day for the same graduation will be contingent upon the bargaining unit member's need for additional travel time or other special circumstances. For purposes of this section "immediate family" shall mean children, husband, or wife; and

graduation shall mean ceremonies connected with high school, college, or military service schools.

**18:1.4** The time necessary for representatives of the Association to attend the Massachusetts Teachers' Association and/or National Education Association conferences and conventions up to a cumulative total of ten (10) teacher days per school year and any time necessary for legal proceedings and Association business of the F.E.A. and/or the school system granted by the Superintendent at his/her discretion. The request must be made by the F.E.A. President or his/her designee to the Superintendent. Such a request must be made by the Association President or his/her designee in writing to the Superintendent at least five (5) days in advance when possible.

**18:1.5** The time necessary to appear in legal proceedings in connection with the teacher's employment or with the school system, or any other legal proceeding if the teacher is required by law to attend.

**18:1.5.1** A temporary leave of absence with pay shall be granted to any employee called for Jury Duty. The employee called for Jury Duty shall receive his/her normal rate of pay less any sum received for such Jury Duty.

**18:1.6** Absence because of quarantine disease.

**18:1.7** Up to four (4) consecutive school days may be used for each death in the immediate family. (N.B. For the purpose of death in the immediate family, the immediate family is considered to consist of mother, father, step-parents, grandparents, step-grandparents, sister, stepsister, brother, stepbrother, son, stepson, daughter, stepdaughter, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grand-children, or any other person actually domiciled with the teacher.) Additional days may be given to the extent necessitated by long distance travel as determined by the Superintendent, and said days shall be deducted from sick leave.

**18:1.8** Up to one (1) day – not to exceed four (4) total days within a contract year – for each death not considered to be in the immediate family, on the prior approval of the Superintendent of Schools, or his/her designee.

**18:1.9** Up to three (3) days leave of absence for obligatory religious holidays not contained within school vacation periods. Application for religious observance will be made at least twenty-four (24) hours before such leave, and the applicant will be required to seek such permission from the Superintendent of Schools.

## **ARTICLE 19**

### **EXTENDED LEAVES OF ABSENCE**

**19:1** The Committee and the Association agree that a teacher serving with professional status may, upon request, be granted a leave of absence for up to two (2) years without pay for the purpose of holding an elected position or office in a professional association (state or national).

**19:1.1** Those granted such leaves of absence shall retain all other benefits as if they were in regular service. They shall continue to accrue seniority for salary increments and all other purposes where seniority is a factor; and the absence shall not be construed as a break in service for any purpose.

**19:1.2** The employer agrees to consider granting this type of leave for up to three (3) teachers from the school system at any one time.

**19:2** A leave of absence without pay of up to two (2) years will be granted to any teacher who joins the Peace Corps or serves as an exchange teacher and is a full-time participant in either such program.

**19:2.1** Upon return from all leaves referred to in this Section 19:2, a teacher who has taken a one-year leave of absence shall return to his/her former position; a teacher who has taken a two-year leave of absence shall return to a position as nearly comparable as possible to the one he/she held at the time of leaving.

**19:2.2** Upon return from such leave, a teacher shall receive service credit for up to the two (2) full years if the functions performed during the leave are comparable to a teacher position and in the opinion of the Superintendent of Schools warrants giving such credit.

**19:2.3** It is understood that no more than two (2) such leaves shall be granted from the school system under this provision at any one time.

**19:3** A leave of absence without pay or increment of up to one (1) year will be granted for the purpose of caring for a sick member of the teacher's immediate family.

**19:3.1** Additional leave time may be granted at the discretion of the employer.

**19:3.2** The employer has the right to request the teacher to furnish appropriate medical evidence.

**19:4** The employer will grant a leave of absence of up to one (1) year without pay or increment for any teacher in order to campaign for, or serve in, public office.

**19:5** After three (3) years' continuous employment in the Fairhaven Public Schools, a teacher may be granted a leave of absence without pay or increment for up to one (1) year for health reasons.

**19:5.1** Requests for such leave will be supported by appropriate medical evidence.

**19:6** Up to one (1) year's leave of absence without pay or increment for travel for approved educational purposes.

**19:7** Other leaves of absence may be granted at the discretion of the employer.

**19:8** All benefits to which the teacher may be entitled at the time of commencement of any leave of absence, including any unused accumulated sick leave, will be restored to him/her upon his/her return, and he/she will be assigned to the same position which he/she held at the time said leave commenced, if available, or if not, to a substantially equivalent position for which he/she is fully qualified, if available.

**19:9** All requests for extensions or renewals of leaves of absence shall be applied for in writing and reacted to in writing as soon as practical, but no later than thirty (30) days after the initial request.

**19:10** Teachers without professional status are excluded from the above paragraphs. They may apply under the above paragraphs to the employer, and, for this purpose, the discretionary power of the employer will be final. In any event, any extension of leave time to teachers without professional status through the discretionary power of the employer shall not be construed to be a part of any probationary time required to be served by any teacher without professional status.

**19:11** Every person, who is a member of a reserve component of the armed forces of the United States, shall be granted, in accordance with Section 59 of Chapter 33 of the General Laws, a leave of absence, without loss of pay, during the time of his/her annual tour of duty as a member of such reserve component provided, however, that such leave shall not exceed seventeen (17) days.

**19:11.1** The difference in salary referred to in Chapter 33 of the General Laws shall be paid only after evidence has been offered that such duties cannot be filled during a vacation period or deferred to a time not in conflict with his/her regular teaching duties.

**19:12** This section intentionally left blank.

**19:13** Teachers shall be granted a leave of absence for up to one (1) year for childrearing purposes without pay or increment, immediately upon completion of leave

under 19:12 or the adoption of a child, provided that the teacher submits in writing to the Superintendent his/her intention to take such leave which shall include a firm date for return to work. The termination of such leave must coincide with the beginning of a school year or the first school day in January. However, said leave may, at the discretion of the Superintendent be extended for the next succeeding school year. Teachers returning from leave under this Section shall be returned to the position which they held prior to taking such leave, provided that such position has not been eliminated. If said position has been eliminated, they shall be returned to a similar position, unless they have been laid off pursuant to Article 30.

**19:14** Teachers on all leaves referred to in this article must notify the Administration by January 15<sup>th</sup> of their intent to return the following September.

## **ARTICLE 20 SABBATICAL LEAVES**

**20:1** Upon recommendation of the Superintendent of Schools, a sabbatical leave may be granted by the employer to no more than two (2) members of the professional staff covered by this Contract.

**20:2** It is agreed that the following extended-leave policy for advanced study shall be in effect:

**20:2.1** Requests for sabbatical leave must be received by the Superintendent of Schools in writing in such form as may be required by the Superintendent of Schools and no later than November 30 of the year next preceding the school year for which the sabbatical leave is requested. All action taken on such requests shall be taken by the employer no later than April 1<sup>st</sup> of the same school year.

**20:2.2** Any member of the professional staff, who shall have five (5) years of consecutive service within the Fairhaven Schools, will be eligible for sabbatical leave of not less than one (1) and no more than (2) consecutive semesters for the purpose of advanced or extended study.

**20:2.3** Persons on sabbatical leave will be paid at fifty percent (50%) of their regular salary rate, exclusive of any differentials, provided that such pay when added to any program grant, stipend, or graduate assistanceship, will not exceed the regular salary rate exclusive of differentials.

**20:2.4** It shall be understood that any salary allotment provided by the Committee shall be reduced proportionately so that such pay, when added to the program grant, will not exceed the regular salary rate, exclusive of differentials.

**20:2.5** Persons applying for sabbatical leave shall state the intended and expected advantage to the school system of any such study. Awards shall be made on

the basis of priorities established discretionary with the employer and based upon the statement of intended advantage to the school system.

**20:2.6** Persons granted sabbatical leaves will agree, in writing, to return to employment in the Fairhaven Schools for two (2) full years for a full year's leave, or one (1) year for each semester's leave.

**20:2.7** In default of completing the service agreement, he/she will refund a prorated sum of money based on the remainder of his/her service agreement.

**20:2.8** All sabbatical leaves must be:

- (a) At a college or university acceptable to the employer.
- (b) At full-time graduate work as approved by the employer.
- (c) In the individual's field of instruction, educational specialty, or in an area which will be of direct benefit to the school system as determined by the employer.

**20:2.9** The recipient of a sabbatical leave will be required to submit to the Superintendent two (2) progress reports each semester or term.

**20:2.10** When the sabbatical leave has been completed, the individual on leave shall submit a detailed report on his/her work together with copies of any thesis, studies, or written expositions to the School Committee.

**20:2.11** The recipient of a sabbatical leave will be given credit on the salary schedule for the period of absence as if he/she were in full-time attendance in the performance of his/her regular duties; however, no sick leave or other benefits will be earned during such absence, except such as those to which he/she would otherwise be entitled under the statutes of the Commonwealth of Massachusetts.

## **ARTICLE 21 TEXTBOOKS**

**21:1** The selection of textbooks shall be governed by the provisions of law with respect to textbook selection as outlined in Sections 48 and 50 of Chapter 71 of the General Laws.

**21:2** Except in emergency situations, before the Administration changes a textbook or selects a new textbook series for general adoption within the system, the persons who will be affected by a change will be notified by means of an administrative bulletin to the effect that the Administration is considering a change.

**21:2.1** The Superintendent (or his designee) shall select a committee for the purpose of making recommendations on a proposed change, consisting of representatives from the grade levels and/or academic departments concerned.

**21:2.2** The Association, if it desires to initiate such action for a change in textbook or selection of a new textbook series, may file a written notice with the Superintendent who may appoint a committee for the purpose of studying this matter. The decision of the Committee regarding textbook selection shall be final.

**21:3** An Academic Coordinator may recommend a textbook change after careful study and consultation with members of his/her department. Such recommendation shall be to the Superintendent in writing.

**21:3.1** If the Superintendent and the Administration agree to the need for a change in texts, the Academic Coordinator and the members of his/her department will constitute an appropriate selection committee for the purpose of selection of a new text without the necessity of prior notice.

**21:3.2** If the Administration agrees to the recommendation as presented by the Department, the Superintendent may recommend adoption of the new text to the School Committee.

**21:4** Grade-level team leaders, subject-matter team leaders, or chairman of curriculum study committees, may recommend textbook changes after careful study, pilot period, and consultation with members of their respective teams (and others, who may be affected by the change in text).

**21:4.1** If the Administration agrees to the need for a change in text, the team leaders and selected team members will be expected to participate in the selection of the new text.

**21:5** Individual elementary teachers may request a textbook change. If the Administration agrees to the need for a change in texts, the Superintendent shall appoint a committee composed of elementary principals, Director of Curriculum and Instruction, and teachers in order to recommend an appropriate text for adoption.

**21:6** Whenever a change in texts makes obvious the necessity for an alteration in the course of study involved, the textbook selection committee will be charged with the responsibility of revising and/or developing the accompanying course of study and curriculum guide.

**21:7** Every effort will be made to improve communication between the interested parties when changes are made in the selection of textbooks and instructional materials.

**21:7.1** Whenever budget cuts are necessary, efforts will be made by the Administration to consult with the individuals, who made the original budget requests.

**21:8** All service on textbook selection committees and curriculum study committees shall be strictly voluntary and the work on such committees shall be performed after school hours and without compensation. (The appointment of summer curriculum study committees and workshop committees shall be considered an exception to this section.)

## **ARTICLE 22**

### **AD HOC COMMITTEES AND COUNCILS**

**22:1** The Committee and the Association agree that it is desirable occasionally to establish ad hoc committees and councils made up of elected and selected teaching, counseling, and administrative personnel. The intent of these councils shall be to undertake such tasks as: to assess the curriculum; to select textbooks; to coordinate long term projects; to evaluate proposed courses of action; to research specific problem areas; to conduct studies in-depth; to recommend to the Administrative Council, Curriculum Coordinating Council, and eventually to the Superintendent and School Committee procedures for coping with particular needs and desires.

**22:2** It is intended that the Superintendent in conjunction with the Association shall appoint ad hoc committees for the purposes outlined in Section 22:1.

**22:2.1** These committees shall be appointed at the discretion of the Superintendent in conjunction with the Association and upon the suggestion of the Association, the Administrative Council, the Curriculum Coordinating Council, or the School Committee.

**22:2.2** Membership on such committees shall be voluntary.

**22:3** The time, frequency, and duration of the meetings will be determined by the individual membership and in cooperation with the Superintendent.

**22:4** The scope, purpose, membership, and other details of any ad hoc committees shall be outlined by the Superintendent to the committee at the time of establishment and appointment.

**22:5** The rights to copyrights or patents or books, materials, devices, etc., developed by employees of the school district on their own time in conjunction with an ad hoc committee will be relinquished by the committee upon the request of the employee; provided that the school system be granted the privilege of purchasing the materials or product free of any copyright or royalty charges.

**22:6** All books, materials, devices, or products, which result from the regular prescribed duties of persons for which they are employed by the school system, shall remain the property of the school system, and the school system shall retain all rights and privileges pertaining to the ownership thereof.

**22:7** Ad hoc committees and councils will meet during non-school hours and without compensation.

## **ARTICLE 23 COMMUNICATIONS**

**23:1** The Committee recognizes the need for effective communications among all levels of the school system. Pursuant to this recognition, therefore, it is agreed:

23:1.1 This section intentionally left blank.

23:1.2 This section intentionally left blank.

**23:1.3** The Superintendent and/or relevant personnel will meet with the representatives of the Association periodically at the request of either party.

**23:2** A copy of job specifications for all positions listed under Appendix A (Additional Remunerations) developed prior to October 1<sup>st</sup>, will be sent to the Association President by October 10<sup>th</sup> of each year. Any additional job specifications developed after October 1<sup>st</sup> will be sent to the Association President within one (1) week after they are approved. Should there be a discrepancy between the job specifications and past practice; negotiations will be re-opened on that particular salary. Responsibility for re-opening negotiations on new job specifications rests with the Association.

## **ARTICLE 24 PAYROLL DEDUCTIONS**

**24:1** Employees covered by this contract may voluntarily request through the school district's Business Administrator or Payroll Department to have payroll deductions made in accordance with the policies and procedures of the Town of Fairhaven as such may change from time to time.

**24:2** Teachers will be eligible to voluntarily participate in a "tax-sheltered" annuity plan established pursuant to U. S. Public Law 87-370. Tax-sheltered annuity plan procedures are as follows:

**24:2.1** Each insurance carrier must present deduction requisitions for at least ten (10) eligible employees prior to starting a deduction plan for payroll deductions.

**24:2.2** The amount each employee signs up for must be divisible by twelve (12) and both the yearly and monthly deductions must be made in whole dollars. The Office of the Superintendent must be given a complete list of all signed-up employees and their deductions prior to September 30<sup>th</sup> of each school year, and no changes may be made in deductions, either by increase or decrease, until the next enrollment period, during the month of January. All additional enrollees must be presented before January 30<sup>th</sup>. Subsequent enrollment periods shall be only during the months of September and January of each school year.

**24:3** Employees covered by this contract may voluntarily request, through their building Representative to the Superintendent of Schools, that their Association dues be deducted on a pro rata weekly basis.

**24:3.1** The Committee shall deduct from the pay of each employee, for whom it has received authorization to do so, the amount required as payment of Association dues. A list of employees from whom such dues deductions have been made will be provided to the Association Treasurer. The amount deducted shall be forwarded to the Association Treasurer monthly.

**24:4** Teachers will be permitted to participate in the insurance coverage for life insurance, dental insurance, and sickness and accident insurance provided by the Town

of Fairhaven under the provisions provided under Contract with the Board of Selectmen for the Town of Fairhaven for all municipal employees. The Association benefit or change in plan as adopted by the Town of Fairhaven and as applicable to teachers shall be exclusively negotiated between the teachers and the Board of Selectmen.

## **ARTICLE 25 PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

**25:1** The Committee and Association agree that in order for teachers to maintain their competence as professional educators and in order for them to contribute optimally to the educational program of the Fairhaven Public Schools, members of the Association should undertake professional development on a continuing but reasonable basis. With this in mind, the following conditions are agreed upon:

**25:1.1** The Committee will pay reasonable expenses, including fees, meals, lodging, and/or transportation incurred by teachers, who attend workshops, seminars, conferences, or other professional improvement sessions with the advance endorsement of the employer.

**25:1.2** Participants in the aforementioned workshops, seminars, etc., will be required to submit a written report to the principal or an oral report at a staff or department meeting. Reports should cover the salient features of the conference and outline such information as was obtained, which it is felt will be of value to the conferee, and the school.

**25:2** A standing Professional Improvement Credits Committee shall be established to study and plan a system by which equivalency to semester hours credit would be awarded to persons covered by the Agreement who participate in seminars, in-service training, institutes, committee work, or any other endeavor offering professional improvement or curriculum service to the school, which does not provide semester hours credit or monetary remuneration. The report of said Committee will be presented to the Committee, the Superintendent, and the Association from time to time, and at least annually.

**25:2.1** Priority will be given to staff members who require certification not addressed through in-service professional development (i.e. but not limited to guidance, foreign language, special education, art, physical education, music, and family and consumer science). The maximum amount payable under this subsection in a fiscal year shall be \$10,000.00 (ten-thousand dollars). When the total reimbursement costs of

such workshops, seminars, conferences, or other professional improvement sessions reaches \$10,000.00 (ten thousand dollars), no further courses shall be approved for reimbursement in that fiscal year.

**25:3** The Professional Improvement Credits Committee, as a standing committee, shall be composed of persons chosen by the Association in conjunction with the Superintendent. This Committee will meet when necessary.

**25:4** Said Committee shall serve as the advisory committee to the employer in the administration of the credits policy, in the refinement of administrative regulations to administer the policy, and in recommending to the School Committee and the Superintendent equivalency to semester hours credit for all activities covered under this section.

**25:5** The Committee recognizes the need to provide individual teachers with adequate opportunity to develop curriculum or learning improvement programs or materials.

**25:5.1** In recognition of this need, therefore, it is agreed that upon submission of a specific meritorious plan and upon the Superintendent's acceptance of said plan, individual teachers may be released from normal responsibilities for the purposes of research, grant writing, or the development of improved curriculum materials.

**25:5.2** The duration of the release shall be appropriate to the need, and during the time of release, a substitute shall be hired to replace the released teacher.

**25:6** Course Reimbursement – Teachers shall receive reimbursement for courses individually approved by the Superintendent up to a maximum of \$1,200 dollars per employee for graduate credits (excluding books) in their certification and content area, and/or degree granting program, from an accredited college or university. Attainment of a grade of “B” or higher is necessary. Online courses/degree programs not deemed acceptable by the Department of Education will not be accepted for reimbursement or step increases. Current teachers seeking to obtain new certification in critical shortage areas may receive reimbursement for undergraduate course credits.

Teachers shall receive reimbursement for courses, workshops, conferences, and lectures that result in the acquisition of either college credits or Professional Development Points that are required by the individual's approved individual Professional Development Plan. Such reimbursements will be individually approved by the Superintendent. A total of \$50,000 (fifty thousand dollars) will be made available to

the teachers for course reimbursement. By the end of the business day on May 15<sup>th</sup> of each school year, anyone who is refused reimbursement from the fifty thousand (\$50,000) amount, will be allowed to use whatever remains in the ten thousand (\$10,000) account (see 25:2.1.) on a first come, first served basis. Members must apply and/or reapply in writing in order to receive reimbursement on a first come, first served basis.

**25:7** It is agreed that teachers seeking National Board Certification will receive reimbursement for National Board for Professional Teaching Standards associated fees. Reimbursement will be paid ½ year one (1)/remainder year two (2).

**25:7.1** Notice will be provided to the Superintendent of schools by November 1<sup>st</sup> of the prior fiscal year for placement on the Master's level salary base for National Board Certified Teachers.

**25:8** All staff will be required to complete Research For Better Teaching – “The Skillful Teacher I & II” when offered by the Fairhaven Public Schools during the school day and paid for by the district.

**25:9** Teachers trained as mentors in a training program approved by the Superintendent or his/her designee will receive a stipend of \$500.00 for each mentee if he/she is new to the profession, \$250 for each mentee that is new to the district. Only teachers who volunteer may mentor more than one mentee during a school year.

**25:10** As of September, 2004, one (1) In-Service Committee will be established to do the following: survey the membership as to educational needs and interest, compile data to evaluate the quality of in-service programs, and create ways to use in-service time to achieve system/school goals as efficiently as possible. This committee will meet once in the spring.

The In-Service Committee will consist of the Superintendent or his/her district-wide designee, one representative from each of the elementary schools, and two teachers from each secondary school.

**25:11** New teachers to the district must be “highly qualified” and “certified” in the content area they teach within two (2) years of hire.

## **ARTICLE 26 CLASS SIZE**

### **26:0 Class Size**

**26:1** The Committee and the Association agree that a reasonable pupil/teacher ratio appropriate to the level of the students and to the subject matter being taught is an important consideration in an educational program of excellence. Although it is agreed that the School Committee and Administration might not always be able to control the pupil/teacher ratio, due to inequitable pupil/geographical distribution or lack of proper facilities, it is agreed that there are maximum enrollments beyond which conditions would be intolerable for the Committee to expect optimum performance from either the teacher or students.

**26:2** It is therefore agreed that the following average pupil/teacher ratios are established:

#### **26:2.1 Elementary Schools**

- (a) Kindergartens 22/1
- (b) Grade 1-5 25/1
- (c) Inclusion Implementation
  - (i) When children are in a regular education setting requiring special education services, as delineated by an Individual Education Plan, the Administration should take into consideration additional services needed in academic areas and the balance of the class population.
  - (ii) The parties agree to work toward the scheduling of common planning time in addition to the planning time provided in Article 5.4.1.1.

#### **26:2.2 Middle and Senior High Schools**

- (a) Academic Subjects 28/1
- (b) Technology Educ. & Family/Consumer Science 20/1
- (c) Senior High School Laboratory 24/1 maximum
- (d) Physical Education (without an aide) 35/1 maximum
- (e) Directed Study (Secondary) 35/1 (65/2)
- (f) Inclusion Implementation

- (i) When children are in a regular education setting requiring special education services, as delineated by an Individual Education Plan, the Administration should take into consideration additional services needed in academic areas and the balance of the class population.
- (ii) The parties agree to work toward the scheduling of common planning time in addition to the planning time provided in Article 5.4.1.1.

All teachers will be given copies of the Educational Plans for all SPED students assigned to their classes.

**26:2.3** It is further agreed that the pupil/teacher ratio of 22/1 in the Kindergartens and 25/1 in Grades 1-5 will never exceed twenty-five (25) students in a Kindergarten class or twenty-eight (28) students in any other elementary classroom without the employment of an instructional aide at the teacher's discretion. The absolute maximum class size of thirty (30) be established for all Kindergarten classes and an absolute maximum class size of thirty-five (35) be established for all other elementary classrooms under the direction of a single teacher even with an aide. The pupil/teacher ratio in the Middle and High Schools will never exceed twenty-eight (28) students in any classroom without the employment of an instructional aide. The teacher at his/her sole discretion may waive the hiring of an instructional aide. The absolute maximum of thirty-five (35) students shall be established for all Middle and High School classrooms under the direction of a single teacher even with an aide.

This consideration shall not preclude two (2) or more teachers combining classroom groups for the purpose of a single presentation or a team teaching arrangement. On the day(s) that a classroom aide to any teacher in grades Kindergarten through Grade 12 is absent, every reasonable effort will be made to hire a substitute aide for the day(s).

**26:2.4** The application of these ratios shall be applied to the student enrollments in classes as of October 1<sup>st</sup> and any grievances relating to this Article must be filed within the appropriate time limit following October 1<sup>st</sup>.

**26:3** The Committee and the Association agree that the average pupil/teacher ratios established above be considered upon the initial entrance of a student in classes at any level in the school system or from class to class be effected whenever possible in order to equalize loads to the closest possible conformity to the above established average pupil/teacher ratios, and to the extent possible, reductions will be made in class sizes consistent with the available classroom space. Particular attention shall be paid to

adjusting enrollments in Kindergarten and Grade 1 upon initial enrollment in a school in order that students and parents may be assured that they may reasonably expect to continue membership in that school through their elementary grades unless their residence changes or some extraordinary occurrence makes this impractical.

**26:3.1** Consistent with the above and the open enrollment policy of the Fairhaven Schools, the Committee and the Administration agree not to allow initial entrance of a student in any elementary school from outside the immediate geographical area of the school closest to their place of residence, when the class size within a given building is at or above the desirable average pupil/teacher ratio established.

**26:4** Although it is agreed that in only the most extreme cases where class sizes would exceed the maximums established herein, would involuntary transfer of students be required, but that every effort will be made by the Committee and the Association to seek voluntary transfer by the joint action of the Association and the Administrative Council.

**26:5** Should a disagreement exist as to the application of this Article, appropriate representatives of the Association will meet with the Superintendent and/or the Administrative Council in an attempt to resolve the situation. It is agreed that such a meeting will attempt to resolve instances where an individual class size may exceed the desirable average pupil/teacher ratio; however, the matter will not be considered grievable unless the maximums established in this Article are exceeded and an additional teacher(s) or teacher's aides, as the case may be, is not employed.

## **ARTICLE 27**

### **RIGHTS AND OBLIGATIONS OF THE EMPLOYER**

**27:1** Except where modified by the provisions of this Agreement, it is agreed that the employer, through the Superintendent of Schools and other designated administrative representatives, is vested with and retains the right to direct its employees, to hire, promote, transfer, assign, and retain employees within the Fairhaven Public Schools; to suspend, demote, discharge, or take other disciplinary action against employees for just and legal causes; to relieve teachers without professional status from duty at the end of the school year for lack of work, for inefficiency, failure to show adequate professional growth, or other legitimate reasons, without the necessity of having to state them formally; to maintain the efficiency of the operations entrusted to it; to determine the method, means, and personnel by which such operations are to be conducted; and to establish curricula and take whatever action may be necessary to carry out its mission of providing a quality educational program for the children of the Town of Fairhaven.

**27:2** The School Committee has the right to promulgate reasonable policies and regulations pertaining to the employees covered by this Agreement. It is acknowledged that this right is vested exclusively in the School Committee so long as the policies and regulations do not conflict with any terms or conditions of this Agreement.

**27:3** The Committee retains all rights vested in it by the General Laws of the Commonwealth of Massachusetts. Anything in this Agreement that is contrary to said rights shall be deemed null and void.

## **ARTICLE 28**

### **NO STRIKE**

**28:1** The Association and the Committee agree that differences between the parties shall be settled by peaceful means as provided within this Agreement.

**28:2** The Association, individually and collectively, shall not engage in, instigate, or condone any strike, work stoppage, walkout, slow down, or any concerted refusal to perform work duties during the term of this Agreement.

## **ARTICLE 29**

### **GENERAL**

**29:1** There will be no reprisals of any kind against any teacher by reason of his/her membership in or participation in, the Association or any of its activities.

**29:2** Teachers will be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such teacher, as long as there is no problem arising relative to the quality of work performed as a result of such participation.

**29:3** The Committee will, upon request, provide the Association with any documents which will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and assigned responsibilities together with any other available information which may be necessary for the Association to process grievances under this Agreement.

**29:4** Copies of this Agreement will be provided to the Association and printed at joint expense.

**29:5** If any provisions(s) of this Agreement or any application of the Agreement to any employee or group of employees shall be found to be contrary to law, then such provisions or applications shall be deemed not to prevail over the provisions of law, but all other provisions and applications will continue in full force and effect.

**29:6** This Agreement constitutes the Committee policy with respect to the matters covered by this Agreement for the term of this Agreement, and the provisions contained herein shall be issued under the appropriate indexing to be inserted in the official policy handbooks of the Committee. Any provisions of existing policy with respect to the subject matter contained in the Agreement shall be amended to conform with the Agreement. The Committee will carry out the commitments contained herein and give them full force and effect as Committee policy. The Superintendent will amend the Administrative Regulations and take such other action as may be necessary in order to secure conformity to the provisions of this Agreement.

**29:7** The parties recognize and agree that the provisions of this Agreement are intended to be construed in accordance with the terms of the Massachusetts Education Reform Act of 1993.

## **ARTICLE 30 REDUCTION IN FORCE**

### **30:0 INTRODUCTION**

In the event that the employer determines to reduce the number of employees in the bargaining unit, an individual can replace another individual only if they possess a current certification, the procedure set forth hereinafter shall apply.

### **30:1 GENERAL**

**30:1.1** No teacher with professional status and active certification shall be dismissed due to Reduction in Force until all teachers without professional status, who are teaching in the teacher with professional status areas, have been dismissed.

*[Text of section 30:1.2 effective until September 1, 2016. For text effective September 1, 2016, see below.]*

**30:1.2** Reduction in Force will be determined by strict seniority. All alleged violations of the seniority principle may be carried through Level Four of the Grievance Procedure (impartial, final, binding arbitration). The order of dismissal of teachers involved in Reductions in Force will be made in inverse order of seniority using the lists established pursuant to the provisions of Paragraphs 30:3 and 30:3.1.

*[Text of section 30:1.2 effective September 1, 2016. For text effective until September 1, 2016, see above.]*

30:1.2 In making a decision regarding the layoff or reduction in force of an employee(s), the employer shall consider the employees' qualifications and the best interest of students in the school or district. The criteria for determining qualifications shall include:

- indicators of job performance, including overall ratings resulting from comprehensive evaluations up to six years where available; no distinction shall be made between proficient and exemplary ratings,
- experience in the subject matter/area and grade levels, and
- the employees' disciplinary records.

In determining who shall be laid off, the Superintendent or his/her designee shall consider the best interests of students in the school or district and the qualifications as described above of the employees and shall retain the appropriate employee(s), and shall layoff or reduce in force the employee(s) with lesser qualifications. A teacher's salary shall not be relevant to the determination. Seniority shall be used as a tie-breaker in personnel actions under this paragraph among teachers whose qualifications are no different.

## **30:2** DEFINITIONS

**30:2.1** AREA – An area shall mean a certification area at the secondary level. At the elementary levels, all teachers with elementary certification (K-6) will be considered as having the same area.

**30:2.2** SENIORITY – Seniority shall be defined as the length of continuous service in Unit A and/or Unit B in the Fairhaven Public Schools. Prior to June 18, 1993, seniority shall be computed from the date of School Committee ratification as reflected in the official School Committee minutes. Subsequent to June 18, 1993, seniority shall be computed from the first day of the school year. In the event of a tie, Article 30:2.2.1 will determine seniority.

**30:2.2.1** In the event of a tie, the date of signature on the initial individual employment contract shall be used to determine the order of seniority. In the event of a resulting tie, the parties shall negotiate an appropriate method of resolution.

**30:2.3** CERTIFICATION – Official credentials from the Massachusetts Department of Education, Bureau of Teacher Certification. For the purpose of this Article, teachers – who are legally exempt from certification – shall be considered as certified.

**30:2.4** TEMPORARY APPOINTMENTS – Teacher appointments which are not expected to continue longer than one (1) school year or are grant funded. (Example: Positions of teachers on leaves of absence, positions created by temporary pupil needs not expected to continue beyond one (1) school year.)

### **30:3** SENIORITY LIST

**30:3.1** The Superintendent of Schools, at the beginning of each school year, will post a certification-seniority list of all professional personnel with professional teacher's status represented by the Fairhaven Educators' Association.

**30:3.1.1** Personnel may appear upon the Seniority List more than once if they are certified in more than one (1) area (as defined in 30:2.1 above). No teachers will be placed on the Seniority List in a certification area unless they have provided the Office of the Superintendent with the certification credentials in that area within ten (10) days after the start of each subsequent school year.

**30:3.1.2** The aforementioned Seniority List shall be forwarded to the President of the Fairhaven Educators' Association and posted in all buildings within thirty (30) days after the beginning of each school year. Teachers with the greatest length of seniority (as previously defined) in the Fairhaven Public Schools, will be listed first in the "areas of certification" list; teachers with the least amount of seniority will be placed last on the list.

**30:3.1.3** For part-time teachers, seniority as well as salary shall be computed in the same manner as the part-time teaching load bears to a full-time teaching load in the following manner: percentage (% of teaching load multiplied by 184, equals days of accrued service (% x 184 = days of service). The recomputation of the seniority date for such reduced service shall be computed in the same manner as the recomputation of leave time under Article 30:4.1. The days of accrued service will apply to movement on the salary schedule in accordance with Article 15:2.

### **30:4** LEAVES OF ABSENCE

**30:4.1** Leaves of absence approved by the employer shall not be deemed to interrupt continuous service. Such leaves shall not be counted toward seniority, but shall be the occasion for recomputing a seniority date, which deducts the length of the leave from the length of continuous service. Such length of continuous service shall be computed by adding to the date of initial appointment the period of absence from the

payroll in weeks. Proof of absence as well as continuity of employment, shall be evidenced by official payroll records.

### **30:5 NOTIFICATION**

**30:5.1** Whenever possible, the decision to dismiss staff due to intended reduction in force will be made before the closing of school of the preceding school year. Notification to affected staff members will also, whenever possible, be made prior to the close of school. In the event of a decision to reduce force during the school year, those staff members being dismissed will be given a minimum of thirty (30) calendar days written notice. This paragraph shall not act in any way as to diminish the rights of teachers under Chapter 71, Sections 41 and 42.

At the time of layoff notification, the Superintendent of Schools/designee will request the affected employee's personal email address. A PTS teacher being laid off may request a meeting with the Superintendent of Schools/designee.

### **30:6 RECALL OF TEACHERS WITH PROFESSIONAL STATUS**

**30:6.1** Teachers dismissed due to Reduction in Force will be placed on the Recall List for two (2) complete school years.

*[Text of section 30:6.2 effective until September 1, 2016. For text effective September 1, 2016, see below.]*

**30:6.2** Teachers on the Recall List will be re-employed in vacancies in their last previous teaching field or in their field of certification as listed on the seniority list in reverse order of their dismissal; provided further, however, SPED teachers employed subsequent to September 1995 will not be allowed to be recalled into any other certification except SPED.

*[Text of section 30:6.2 effective September 1, 2016. For text effective until September 1, 2016, see above.]*

**30:6.2** Teachers on the recall list will be re-employed in vacancies in their last previous teaching field or in their field of certification as listed on the seniority list using the criteria in 30:1.2.

**30:6.3** Teachers on the Recall List will be given first priority in filling substitute vacancies in their field of certification and/or experience.

**30:6.4** The only benefits afforded teachers who have been dismissed due to Reduction in Force 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 successor Collective Bargaining Agreements will be received only by those teachers actively employed.

**30:6.4.1** 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 for such teacher's insurance.

**30:6.5** When a vacancy occurs in the field of the teacher's last teaching area and/or field of certification, the appropriate teacher on the Recall List will be notified by email at his/her personal email address on record in the Office of the Superintendent. Failure by the teacher to respond to the Superintendent of Schools by email accepting the offer of recall within five (5) calendar days shall be considered a rejection of such offer by the teacher, and the teacher shall be dropped from the Recall List. It shall be the responsibility of each person on the Recall List to inform the Office of the Superintendent of Schools of changes in his/her personal email address.

**30:6.5.1** Teachers on the Recall List shall have priority in filling vacancies as hereinbefore set forth. No new personnel shall be hired to fill such vacancies until all appropriate teachers on the Recall List have been offered the vacancy pursuant to the provisions of this paragraph. Upon acceptance of a recall offer, the teacher shall provide the Superintendent with a copy of his/her active license appropriate for the position for which he/she is being recalled.

All teachers recalled to a position in the Fairhaven Public Schools shall submit to a finger-print based national criminal history background check and such recall shall be subject to the Superintendent's satisfaction with the results of such criminal history background check.

**30:6.6** 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 dismissal. Teachers dismissed during the school year, upon return, will be placed on the next step of the salary schedule if they had served a minimum of ninety-two (92) days during the year of dismissal.

**30:6.7** Teachers filling temporary vacancies at the time of dismissal due to Reduction in Force shall have no recall rights.

### **30:7 AFFIRMATIVE ACTION**

**30:7.1** Any legal order affecting affirmative action staffing requirements takes precedence over the recall rights afforded personnel in this Unit. In such cases, documentary evidence will be provided to the Association.

## **ARTICLE 31 AGENCY FEE**

**31:1** The Committee agrees to require (during the term of this Agreement) that all employees covered by this Agreement except those employees certified to the Committee by the Association as being members of the Association as of the 45<sup>th</sup> day of their employment or the 30<sup>th</sup> day after the effective date of this Agreement, whichever is later, shall pay to the Fairhaven Educators' Association a service fee set by the Association which fee shall not exceed the amount of dues paid to the Association by a regular active member.

**31:2** The Association agrees to save the School Committee and Town harmless from any action arising out of deductions for the agency service fee and commenced by any employee against the School Committee or Town and assumes full responsibility for the disposition of funds so deducted once they have been paid to the Association.

**31:3** Disputes between the parties concerning this provision shall be resolved in accordance with the grievance procedure contained in this Agreement. In the event such a dispute is submitted to arbitration, the arbitrator shall have no power or authority to order the School Committee to pay such service fee on behalf of any bargaining unit member. If the arbitrator decides the bargaining unit member has failed to pay or authorize the payment of the service fee in accordance with this provision, the only remedy shall be the suspension of the bargaining unit member for one week without pay if the unit member continues to refuse to pay or authorize payment of the service fee.

**ARTICLE 32**  
**DURATION OF AGREEMENT**

**32:1** The provisions of this Agreement will be effective as of September 1, 2018, except as otherwise noted herein and will continue to remain in full force and effect until August 31, 2021, at 12:00 midnight.

**32:2** Not later than December 1, 2020, the parties to the Agreement will enter into negotiations pursuant to the procedure set forth in Article 3 of the Agreement for renegotiation of all articles.

**32:3** Both parties agree not to consider any other areas for negotiation, except by prior mutual agreement by the parties to discuss these areas.

FAIRHAVEN EDUCATORS' ASSOCIATION

FAIRHAVEN SCHOOL COMMITTEE

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**ARTICLE 33**  
**OFFICIAL FEA CONTRACT**

The Superintendent of Schools agrees to have the MTA staff in the Raynham Regional Office be responsible for putting all contract information on computer disc for proofing by both parties. The final document will be considered as the official FEA contract. The printing and cost of the printing will be the responsibility of the Administration and the Association and will be shared equally by both. The FEA will provide a copy of the official contract on disc to the Administration.

**APPENDIX A**  
**Salary Schedule**

**TEACHERS**

**September 1, 2018**

STEP	[BA]	[BA+15]	[BA+30]	[BA+45]	[MA]	[MA+15]	[MA+30]	[CAGS]
1	\$43,614	\$44,266	\$44,931	\$45,605	\$46,288	\$46,983	\$47,687	\$48,401
2	\$43,614	\$44,266	\$44,931	\$45,605	\$46,288	\$46,983	\$47,687	\$48,401
3	\$45,794	\$46,480	\$47,177	\$47,885	\$48,604	\$49,332	\$50,071	\$50,823
4	\$48,083	\$48,803	\$49,535	\$50,280	\$51,034	\$51,798	\$52,577	\$53,366
5	\$50,485	\$51,243	\$52,011	\$52,791	\$53,585	\$54,388	\$55,204	\$56,031
6	\$53,010	\$53,804	\$54,614	\$55,432	\$56,263	\$57,107	\$57,966	\$58,833
7	\$55,661	\$56,497	\$57,345	\$58,204	\$59,078	\$59,965	\$60,861	\$61,776
8	\$58,445	\$59,320	\$60,211	\$61,114	\$62,030	\$62,959	\$63,903	\$64,863
9	\$61,368	\$62,288	\$63,222	\$64,171	\$65,132	\$66,109	\$67,101	\$68,109
10	\$64,459	\$65,427	\$66,407	\$67,403	\$68,415	\$69,439	\$70,482	\$71,539
11	\$67,722	\$68,739	\$69,769	\$70,817	\$71,877	\$72,955	\$74,051	\$75,158
12	\$71,108	\$72,176	\$73,258	\$74,357	\$75,471	\$76,603	\$77,754	\$78,915
13	\$72,886	\$73,980	\$75,089	\$76,216	\$77,358	\$78,518	\$79,698	\$80,888

**September 1, 2019**

STEP	[BA]	[BA+15]	[BA+30]	[BA+45]	[MA]	[MA+15]	[MA+30]	[CAGS]
1	\$44,486	\$45,151	\$45,830	\$46,517	\$47,214	\$47,923	\$48,641	\$49,369
2	\$44,486	\$45,151	\$45,830	\$46,517	\$47,214	\$47,923	\$48,641	\$49,369
3	\$46,710	\$47,410	\$48,121	\$48,843	\$49,576	\$50,319	\$51,072	\$51,839
4	\$49,045	\$49,779	\$50,526	\$51,286	\$52,055	\$52,834	\$53,629	\$54,433
5	\$51,495	\$52,268	\$53,051	\$53,847	\$54,657	\$55,476	\$56,308	\$57,152
6	\$54,070	\$54,880	\$55,706	\$56,541	\$57,388	\$58,249	\$59,125	\$60,010
7	\$56,774	\$57,627	\$58,492	\$59,368	\$60,260	\$61,164	\$62,078	\$63,012
8	\$59,614	\$60,506	\$61,415	\$62,336	\$63,271	\$64,218	\$65,181	\$66,160
9	\$62,595	\$63,534	\$64,486	\$65,454	\$66,435	\$67,431	\$68,443	\$69,471
10	\$65,748	\$66,736	\$67,735	\$68,751	\$69,783	\$70,828	\$71,892	\$72,970
11	\$69,076	\$70,114	\$71,164	\$72,233	\$73,315	\$74,414	\$75,532	\$76,661
12	\$72,530	\$73,620	\$74,723	\$75,844	\$76,980	\$78,135	\$79,309	\$80,493
13	\$74,343	\$75,460	\$76,591	\$77,740	\$78,905	\$80,088	\$81,292	\$82,506

**September 1, 2020**

STEP	[BA]	[BA+15]	[BA+30]	[BA+45]	[MA]	[MA+15]	[MA+30]	[CAGS]
1	\$45,376	\$46,054	\$46,746	\$47,447	\$48,158	\$48,881	\$49,614	\$50,356
2	\$45,376	\$46,054	\$46,746	\$47,447	\$48,158	\$48,881	\$49,614	\$50,356
3	\$47,644	\$48,358	\$49,083	\$49,820	\$50,568	\$51,325	\$52,094	\$52,876
4	\$50,026	\$50,775	\$51,536	\$52,311	\$53,096	\$53,891	\$54,701	\$55,522
5	\$52,525	\$53,313	\$54,112	\$54,924	\$55,750	\$56,585	\$57,434	\$58,295
6	\$55,152	\$55,978	\$56,820	\$57,671	\$58,536	\$59,414	\$60,308	\$61,210
7	\$57,910	\$58,779	\$59,662	\$60,555	\$61,465	\$62,388	\$63,320	\$64,272
8	\$60,806	\$61,717	\$62,644	\$63,583	\$64,536	\$65,503	\$66,485	\$67,483
9	\$63,847	\$64,804	\$65,776	\$66,764	\$67,763	\$68,780	\$69,812	\$70,861
10	\$67,063	\$68,070	\$69,090	\$70,126	\$71,179	\$72,244	\$73,329	\$74,429
11	\$70,458	\$71,516	\$72,588	\$73,678	\$74,781	\$75,902	\$77,043	\$78,194
12	\$73,981	\$75,092	\$76,218	\$77,361	\$78,520	\$79,698	\$80,895	\$82,103
13	\$75,830	\$76,969	\$78,123	\$79,295	\$80,483	\$81,690	\$82,918	\$84,156

**MIDDLE SCHOOL COUNSELORS**

**September 1, 2018**

STEP	[BA]	[BA+15]	[BA+30]	[BA+45]	[MA]	[MA+15]	[MA+30]	[CAGS]
1	\$47,026	\$47,733	\$48,447	\$49,175	\$49,914	\$50,662	\$51,420	\$52,191
2	\$47,026	\$47,733	\$48,447	\$49,175	\$49,914	\$50,662	\$51,420	\$52,191
3	\$49,206	\$49,944	\$50,694	\$51,456	\$52,227	\$53,010	\$53,804	\$54,614
4	\$51,497	\$52,269	\$53,054	\$53,850	\$54,658	\$55,478	\$56,308	\$57,153
5	\$53,902	\$54,709	\$55,530	\$56,364	\$57,208	\$58,066	\$58,937	\$59,822
6	\$56,425	\$57,272	\$58,131	\$59,002	\$59,887	\$60,785	\$61,698	\$62,622
7	\$59,075	\$59,961	\$60,858	\$61,773	\$62,699	\$63,639	\$64,594	\$65,563
8	\$61,858	\$62,786	\$63,727	\$64,684	\$65,655	\$66,638	\$67,639	\$68,654
9	\$65,261	\$66,240	\$67,233	\$68,243	\$69,265	\$70,304	\$71,358	\$72,428
10	\$68,550	\$69,579	\$70,622	\$71,683	\$72,755	\$73,848	\$74,957	\$76,081
11	\$72,021	\$73,101	\$74,198	\$75,313	\$76,442	\$77,589	\$78,753	\$79,932
12	\$75,623	\$76,756	\$77,907	\$79,079	\$80,264	\$81,468	\$82,690	\$83,929
13	\$77,514	\$78,675	\$79,855	\$81,021	\$82,271	\$83,505	\$84,757	\$86,027

**September 1, 2019**

STEP	[BA]	[BA+15]	[BA+30]	[BA+45]	[MA]	[MA+15]	[MA+30]	[CAGS]
1	\$47,967	\$48,688	\$49,416	\$50,159	\$50,912	\$51,675	\$52,448	\$53,235
2	\$47,967	\$48,688	\$49,416	\$50,159	\$50,912	\$51,675	\$52,448	\$53,235
3	\$50,190	\$50,943	\$51,708	\$52,485	\$53,272	\$54,070	\$54,880	\$55,706
4	\$52,527	\$53,314	\$54,115	\$54,927	\$55,751	\$56,588	\$57,434	\$58,296
5	\$54,980	\$55,803	\$56,641	\$57,491	\$58,352	\$59,227	\$60,116	\$61,018
6	\$57,554	\$58,417	\$59,294	\$60,182	\$61,085	\$62,001	\$62,932	\$63,874
7	\$60,257	\$61,160	\$62,075	\$63,008	\$63,953	\$64,912	\$65,886	\$66,874
8	\$63,095	\$64,042	\$65,002	\$65,978	\$66,968	\$67,971	\$68,992	\$70,027
9	\$66,566	\$67,565	\$68,578	\$69,608	\$70,650	\$71,710	\$72,785	\$73,877
10	\$69,921	\$70,971	\$72,034	\$73,117	\$74,210	\$75,325	\$76,456	\$78,337
11	\$73,461	\$74,563	\$75,682	\$76,819	\$77,971	\$79,141	\$80,328	\$81,531
12	\$77,135	\$78,291	\$79,465	\$81,303	\$81,869	\$83,097	\$84,344	\$85,608
13	\$79,064	\$80,248	\$81,452	\$83,336	\$83,916	\$85,175	\$86,452	\$87,748

**September 1, 2020**

STEP	[BA]	[BA+15]	[BA+30]	[BA+45]	[MA]	[MA+15]	[MA+30]	[CAGS]
1	\$48,926	\$49,661	\$50,404	\$51,162	\$51,931	\$52,709	\$53,497	\$54,300
2	\$48,926	\$49,661	\$50,404	\$51,162	\$51,931	\$52,709	\$53,497	\$54,300
3	\$51,194	\$51,962	\$52,742	\$53,535	\$54,337	\$55,152	\$55,978	\$56,820
4	\$53,577	\$54,381	\$55,197	\$56,026	\$56,866	\$57,719	\$58,583	\$59,462
5	\$56,080	\$56,919	\$57,773	\$58,641	\$59,519	\$60,412	\$61,318	\$62,239
6	\$58,705	\$59,586	\$60,479	\$61,386	\$62,306	\$63,241	\$64,191	\$65,152
7	\$61,462	\$62,383	\$63,317	\$64,269	\$65,232	\$66,210	\$67,204	\$68,212
8	\$64,357	\$65,323	\$66,302	\$67,297	\$68,307	\$69,330	\$70,372	\$71,428
9	\$67,898	\$68,916	\$69,949	\$71,000	\$72,063	\$73,144	\$74,241	\$75,354
10	\$71,319	\$72,390	\$73,475	\$74,579	\$75,694	\$76,831	\$77,985	\$79,904
11	\$74,931	\$76,054	\$77,196	\$78,356	\$79,530	\$80,724	\$81,935	\$83,161
12	\$78,678	\$79,857	\$81,054	\$82,929	\$83,507	\$84,759	\$86,031	\$87,320
13	\$80,645	\$81,853	\$83,081	\$85,002	\$85,594	\$86,878	\$88,181	\$89,503

**SOCIAL WORKERS / ADJUSTMENT COUNSELORS / HIGH SCHOOL  
COUNSELORS**

**September 1, 2018**

<u>STEP</u>	<u>[BA]</u>	<u>[BA+15]</u>	<u>[BA+30]</u>	<u>[BA+45]</u>	<u>[MA]</u>	<u>[MA+15]</u>	<u>[MA+30]</u>	<u>[CAGS]</u>
<u>1</u>	<u>\$48,738</u>	<u>\$49,468</u>	<u>\$50,211</u>	<u>\$50,964</u>	<u>\$51,728</u>	<u>\$52,505</u>	<u>\$53,291</u>	<u>\$54,092</u>
<u>2</u>	<u>\$48,738</u>	<u>\$49,468</u>	<u>\$50,211</u>	<u>\$50,964</u>	<u>\$51,728</u>	<u>\$52,505</u>	<u>\$53,291</u>	<u>\$54,092</u>
<u>3</u>	<u>\$50,914</u>	<u>\$51,678</u>	<u>\$52,454</u>	<u>\$53,242</u>	<u>\$54,038</u>	<u>\$54,852</u>	<u>\$55,674</u>	<u>\$56,508</u>
<u>4</u>	<u>\$53,204</u>	<u>\$54,003</u>	<u>\$54,814</u>	<u>\$55,635</u>	<u>\$56,470</u>	<u>\$57,317</u>	<u>\$58,177</u>	<u>\$59,051</u>
<u>5</u>	<u>\$55,609</u>	<u>\$56,442</u>	<u>\$57,292</u>	<u>\$58,150</u>	<u>\$59,021</u>	<u>\$59,907</u>	<u>\$60,806</u>	<u>\$61,718</u>
<u>6</u>	<u>\$58,133</u>	<u>\$59,004</u>	<u>\$59,890</u>	<u>\$60,789</u>	<u>\$61,700</u>	<u>\$62,626</u>	<u>\$63,566</u>	<u>\$64,518</u>
<u>7</u>	<u>\$60,783</u>	<u>\$61,695</u>	<u>\$62,621</u>	<u>\$63,560</u>	<u>\$64,513</u>	<u>\$65,481</u>	<u>\$66,463</u>	<u>\$67,461</u>
<u>8</u>	<u>\$63,568</u>	<u>\$64,521</u>	<u>\$65,489</u>	<u>\$66,469</u>	<u>\$67,467</u>	<u>\$68,480</u>	<u>\$69,507</u>	<u>\$70,550</u>
<u>9</u>	<u>\$66,745</u>	<u>\$67,745</u>	<u>\$68,761</u>	<u>\$69,795</u>	<u>\$70,840</u>	<u>\$71,904</u>	<u>\$72,983</u>	<u>\$74,079</u>
<u>10</u>	<u>\$70,107</u>	<u>\$71,160</u>	<u>\$72,226</u>	<u>\$73,311</u>	<u>\$74,409</u>	<u>\$75,528</u>	<u>\$76,658</u>	<u>\$77,808</u>
<u>11</u>	<u>\$73,659</u>	<u>\$74,761</u>	<u>\$75,833</u>	<u>\$77,021</u>	<u>\$78,176</u>	<u>\$79,349</u>	<u>\$80,539</u>	<u>\$81,747</u>
<u>12</u>	<u>\$77,342</u>	<u>\$78,499</u>	<u>\$79,678</u>	<u>\$80,872</u>	<u>\$82,085</u>	<u>\$83,316</u>	<u>\$84,566</u>	<u>\$85,834</u>
<u>13</u>	<u>\$79,276</u>	<u>\$80,461</u>	<u>\$81,670</u>	<u>\$82,894</u>	<u>\$84,137</u>	<u>\$85,399</u>	<u>\$86,680</u>	<u>\$87,980</u>

**September 1, 2019**

<u>STEP</u>	<u>[BA]</u>	<u>[BA+15]</u>	<u>[BA+30]</u>	<u>[BA+45]</u>	<u>[MA]</u>	<u>[MA+15]</u>	<u>[MA+30]</u>	<u>[CAGS]</u>
<u>1</u>	<u>\$49,713</u>	<u>\$50,457</u>	<u>\$51,215</u>	<u>\$51,983</u>	<u>\$52,763</u>	<u>\$53,555</u>	<u>\$54,357</u>	<u>\$55,174</u>
<u>2</u>	<u>\$49,713</u>	<u>\$50,457</u>	<u>\$51,215</u>	<u>\$51,983</u>	<u>\$52,763</u>	<u>\$53,555</u>	<u>\$54,357</u>	<u>\$55,174</u>
<u>3</u>	<u>\$51,932</u>	<u>\$52,712</u>	<u>\$53,503</u>	<u>\$54,307</u>	<u>\$55,119</u>	<u>\$55,949</u>	<u>\$56,787</u>	<u>\$57,638</u>
<u>4</u>	<u>\$54,268</u>	<u>\$55,083</u>	<u>\$55,910</u>	<u>\$56,748</u>	<u>\$57,599</u>	<u>\$58,463</u>	<u>\$59,341</u>	<u>\$60,232</u>
<u>5</u>	<u>\$56,721</u>	<u>\$57,571</u>	<u>\$58,438</u>	<u>\$59,313</u>	<u>\$60,201</u>	<u>\$61,105</u>	<u>\$62,022</u>	<u>\$62,952</u>
<u>6</u>	<u>\$59,296</u>	<u>\$60,184</u>	<u>\$61,088</u>	<u>\$62,005</u>	<u>\$62,934</u>	<u>\$63,879</u>	<u>\$64,837</u>	<u>\$65,808</u>
<u>7</u>	<u>\$61,999</u>	<u>\$62,929</u>	<u>\$63,873</u>	<u>\$64,831</u>	<u>\$65,803</u>	<u>\$66,791</u>	<u>\$67,792</u>	<u>\$68,810</u>
<u>8</u>	<u>\$64,839</u>	<u>\$65,811</u>	<u>\$66,799</u>	<u>\$67,798</u>	<u>\$68,816</u>	<u>\$69,850</u>	<u>\$70,897</u>	<u>\$71,961</u>
<u>9</u>	<u>\$68,080</u>	<u>\$69,100</u>	<u>\$70,136</u>	<u>\$71,191</u>	<u>\$72,257</u>	<u>\$73,342</u>	<u>\$74,443</u>	<u>\$75,561</u>
<u>10</u>	<u>\$71,509</u>	<u>\$72,583</u>	<u>\$73,671</u>	<u>\$74,777</u>	<u>\$75,897</u>	<u>\$77,039</u>	<u>\$78,191</u>	<u>\$79,364</u>
<u>11</u>	<u>\$75,132</u>	<u>\$76,256</u>	<u>\$77,350</u>	<u>\$78,561</u>	<u>\$79,740</u>	<u>\$80,936</u>	<u>\$82,150</u>	<u>\$83,382</u>
<u>12</u>	<u>\$78,889</u>	<u>\$80,069</u>	<u>\$81,272</u>	<u>\$82,489</u>	<u>\$83,727</u>	<u>\$84,982</u>	<u>\$86,257</u>	<u>\$87,551</u>
<u>13</u>	<u>\$80,861</u>	<u>\$82,071</u>	<u>\$83,303</u>	<u>\$84,552</u>	<u>\$85,820</u>	<u>\$87,107</u>	<u>\$88,414</u>	<u>\$89,739</u>

**September 1, 2020**

STEP	[BA]	[BA+15]	[BA+30]	[BA+45]	[MA]	[MA+15]	[MA+30]	[CAGS]
1	\$50,707	\$51,467	\$52,240	\$53,023	\$53,818	\$54,626	\$55,444	\$56,277
2	\$50,707	\$51,467	\$52,240	\$53,023	\$53,818	\$54,626	\$55,444	\$56,277
3	\$52,971	\$53,766	\$54,573	\$55,393	\$56,221	\$57,068	\$57,923	\$58,791
4	\$55,353	\$56,185	\$57,028	\$57,883	\$58,751	\$59,633	\$60,527	\$61,437
5	\$57,856	\$58,722	\$59,607	\$60,499	\$61,405	\$62,327	\$63,263	\$64,211
6	\$60,482	\$61,388	\$62,310	\$63,245	\$64,193	\$65,156	\$66,134	\$67,125
7	\$63,239	\$64,187	\$65,151	\$66,128	\$67,119	\$68,126	\$69,148	\$70,186
8	\$66,136	\$67,128	\$68,135	\$69,154	\$70,193	\$71,247	\$72,315	\$73,400
9	\$69,441	\$70,482	\$71,539	\$72,615	\$73,702	\$74,809	\$75,932	\$77,072
10	\$72,939	\$74,035	\$75,144	\$76,273	\$77,415	\$78,579	\$79,755	\$80,951
11	\$76,635	\$77,781	\$78,897	\$80,133	\$81,334	\$82,555	\$83,793	\$85,050
12	\$80,467	\$81,670	\$82,897	\$84,139	\$85,401	\$86,682	\$87,982	\$89,302
13	\$82,478	\$83,712	\$84,969	\$86,243	\$87,536	\$88,849	\$90,182	\$91,534

**PSYCHOLOGISTS**

**September 1, 2018**

STEP	[BA]	[BA+15]	[BA+30]	[BA+45]	[MA]	[MA+15]	[MA+30]	[CAGS]
1	\$50,149	\$50,902	\$51,667	\$52,441	\$53,227	\$54,024	\$54,836	\$55,659
2	\$50,149	\$50,902	\$51,667	\$52,441	\$53,227	\$54,024	\$54,836	\$55,659
3	\$52,331	\$53,113	\$53,912	\$54,722	\$55,541	\$56,374	\$57,219	\$58,078
4	\$54,608	\$55,440	\$56,271	\$57,116	\$57,973	\$58,843	\$59,725	\$60,621
5	\$57,024	\$57,879	\$58,746	\$59,629	\$60,522	\$61,431	\$62,350	\$63,285
6	\$59,548	\$60,441	\$61,349	\$62,270	\$63,200	\$64,150	\$65,113	\$66,091
7	\$62,200	\$63,132	\$64,079	\$65,040	\$66,015	\$67,006	\$68,010	\$69,030
8	\$64,981	\$65,957	\$66,947	\$67,951	\$68,970	\$70,006	\$71,056	\$72,120
9	\$68,231	\$69,253	\$70,295	\$71,349	\$72,418	\$73,504	\$74,609	\$75,727
10	\$71,670	\$72,744	\$73,836	\$74,943	\$76,068	\$77,209	\$78,367	\$79,543
11	\$75,298	\$76,427	\$77,574	\$78,739	\$79,918	\$81,118	\$82,334	\$83,569
12	\$79,062	\$80,249	\$81,453	\$82,676	\$83,914	\$85,174	\$86,451	\$87,748
13	\$81,039	\$82,255	\$83,489	\$84,743	\$86,012	\$87,303	\$88,612	\$89,942

**September 1, 2019**

STEP	[BA]	[BA+15]	[BA+30]	[BA+45]	[MA]	[MA+15]	[MA+30]	[CAGS]
1	\$51,152	\$51,920	\$52,700	\$53,490	\$54,292	\$55,104	\$55,933	\$56,772
2	\$51,152	\$51,920	\$52,700	\$53,490	\$54,292	\$55,104	\$55,933	\$56,772
3	\$53,378	\$54,175	\$54,990	\$55,816	\$56,652	\$57,501	\$58,363	\$59,240
4	\$55,700	\$56,549	\$57,396	\$58,258	\$59,132	\$60,020	\$60,920	\$61,833
5	\$58,164	\$59,037	\$59,921	\$60,822	\$61,732	\$62,660	\$63,597	\$64,551
6	\$60,739	\$61,650	\$62,576	\$63,515	\$64,464	\$65,433	\$66,415	\$67,413
7	\$63,444	\$64,395	\$65,361	\$66,341	\$67,335	\$68,346	\$69,370	\$70,411
8	\$66,281	\$67,276	\$68,286	\$69,310	\$70,349	\$71,406	\$72,477	\$73,562
9	\$69,596	\$70,638	\$71,701	\$72,776	\$73,866	\$74,974	\$76,101	\$77,242
10	\$73,103	\$74,199	\$75,313	\$76,442	\$77,589	\$78,753	\$79,934	\$81,134
11	\$76,804	\$77,956	\$79,125	\$80,314	\$81,516	\$82,740	\$83,981	\$85,240
12	\$80,643	\$81,854	\$83,082	\$84,330	\$85,592	\$86,877	\$88,180	\$89,503
13	\$82,659	\$83,900	\$85,159	\$86,438	\$87,732	\$89,049	\$90,385	\$91,741

**September 1, 2020**

STEP	[BA]	[BA+15]	[BA+30]	[BA+45]	[MA]	[MA+15]	[MA+30]	[CAGS]
1	\$52,175	\$52,958	\$53,754	\$54,560	\$55,377	\$56,207	\$57,051	\$57,908
2	\$52,175	\$52,958	\$53,754	\$54,560	\$55,377	\$56,207	\$57,051	\$57,908
3	\$54,445	\$55,259	\$56,090	\$56,933	\$57,785	\$58,652	\$59,531	\$60,424
4	\$56,814	\$57,680	\$58,544	\$59,423	\$60,315	\$61,220	\$62,138	\$63,070
5	\$59,328	\$60,217	\$61,119	\$62,038	\$62,967	\$63,913	\$64,869	\$65,842
6	\$61,954	\$62,883	\$63,827	\$64,786	\$65,753	\$66,742	\$67,744	\$68,761
7	\$64,713	\$65,683	\$66,668	\$67,668	\$68,682	\$69,713	\$70,758	\$71,819
8	\$67,606	\$68,622	\$69,652	\$70,696	\$71,756	\$72,834	\$73,927	\$75,034
9	\$70,988	\$72,051	\$73,135	\$74,231	\$75,344	\$76,474	\$77,623	\$78,786
10	\$74,565	\$75,683	\$76,819	\$77,971	\$79,141	\$80,328	\$81,533	\$82,757
11	\$78,340	\$79,515	\$80,708	\$81,920	\$83,147	\$84,395	\$85,660	\$86,945
12	\$82,256	\$83,491	\$84,744	\$86,016	\$87,304	\$88,615	\$89,944	\$91,293
13	\$84,313	\$85,578	\$86,862	\$88,167	\$89,487	\$90,830	\$92,192	\$93,575

## NURSES

**September 1, 2018**

STEP	[BA]	[BA+30]	[MA]
1	\$43,614	\$44,931	\$46,288
2	\$43,614	\$44,931	\$46,288
3	\$45,794	\$47,177	\$48,604
4	\$48,083	\$49,535	\$51,034
5	\$50,485	\$52,011	\$53,585
6	\$53,010	\$54,614	\$56,263
7	\$55,661	\$57,345	\$59,078
8	\$58,445	\$60,211	\$62,030
9	\$61,368	\$63,222	\$65,132
10	\$64,459	\$66,407	\$68,415
11	\$67,722	\$69,769	\$71,877
12	\$71,108	\$73,258	\$75,471

**September 1, 2019**

STEP	[BA]	[BA+30]	[MA]
1	\$44,486	\$45,830	\$47,214
2	\$44,486	\$45,830	\$47,214
3	\$46,710	\$48,121	\$49,576
4	\$49,045	\$50,526	\$52,055
5	\$51,495	\$53,051	\$54,657
6	\$54,070	\$55,706	\$57,388
7	\$56,774	\$58,492	\$60,260
8	\$59,614	\$61,415	\$63,271
9	\$62,595	\$64,486	\$66,435
10	\$65,748	\$67,735	\$69,783
11	\$69,076	\$71,164	\$73,315
12	\$72,530	\$74,723	\$76,980

**September 1, 2020**

STEP	[BA]	[BA+30]	[MA]
1	\$45,376	\$46,746	\$48,158
2	\$45,376	\$46,746	\$48,158
3	\$47,644	\$49,083	\$50,568
4	\$50,026	\$51,536	\$53,096
5	\$52,525	\$54,112	\$55,750
6	\$55,152	\$56,820	\$58,536
7	\$57,910	\$59,662	\$61,465
8	\$60,806	\$62,644	\$64,536
9	\$63,847	\$65,776	\$67,763
10	\$67,063	\$69,090	\$71,179
11	\$70,458	\$72,588	\$74,781
12	\$73,981	\$76,218	\$78,520

\*The Head Nurse shall receive an annual Administrative Stipend of one thousand two hundred dollars (\$1,200) per school.

**B+30 and B+45 Lanes:** Effective September 1, 2015, the B+30 and the B+45 lanes shall be closed, and, therefore, no employees may advance to the B+30 and B+45 lanes.

**Grandfathering Employees on the B+30 Lane:** Each employee who was on the B+30 lane during the 2014-2015 work year shall be “grandfathered” and shall remain on the B+30 lane until such time as such employee has a Master’s degree but such employee shall not advance to the B+45 lane. When all employees who were on the B+30 lane during the 2014-2015 work year have advanced to the Master’s lane or left the bargaining unit, the B+30 lane shall be removed from the Salary Schedules.

**Grandfathering Employees on the B+45 Lane:** Each employee who was on the B+45 lane during the 2014-2015 work year shall be “grandfathered” and shall remain on the B+45 lane until such time as such employee has a Master’s degree. When all employees who were on the B+45 lane during the 2014-2015 work year have advanced to the Master’s lane or left the bargaining unit, the B+45 lane shall be removed from the Salary Schedules.

**Steps in the B, B+15, B+30 and B+45 Lanes:** Effective September 1, 2015, no employee shall advance beyond Step 10 in the B lane, the B+15 lane, the B+30 lane, and the B+45 lane in Appendix A. However, any employee who was on Step 10 or Step 11 on the B, B+15, B+30 or B+45 lane in the 2014-2015 work year shall be able to advance up to and including Step 12 in such lane provided that such employee works the requisite ninety- two (92) days in the prior school year.

**Longevity**

Effective September 1, 2015

12 years	\$ 775.00
15 years	\$ 950.00
20 years	\$1,200.00
25 years	\$1,450.00
30 years	\$1,700.00

All service to be in the Fairhaven Public Schools.  
Employees who received their first longevity payment in or about January 2015 (fiscal year 2015) shall be “grandfathered” and continue to receive a longevity payment of \$775 in fiscal year 2016.

Payment shall be made on the first payday in December.

Any member of the Bargaining Unit must be on pay status ninety-two (92) or more days to earn a full year of credit for purpose of longevity payments.

Fairhaven Unit A Stipends					
Teacher Leader Stipends	Unassigned Periods		2018-2019	2019-2020	2020-2021
	Supervisor of Teaching & Learning - FHS	2	\$6,337	\$6,464	\$6,593
	Teaching & Learning Coach	0	\$1,321	\$1,347	\$1,374
	Director of Athletics	2	\$11,116	\$11,338	\$11,565
	Director of Music	0	\$2,627	\$2,679	\$2,733
	Saturday Suspension		\$100 per Saturday		
Advisor Stipends					
	Senior Class		\$2,000	\$2,040	\$2,081
	Junior Class		\$1,800	\$1,836	\$1,873
	Sophomore Class		\$1,400	\$1,428	\$1,457
	Freshman Class		\$1,200	\$1,224	\$1,248
	Honor Society - FHS		\$1,735	\$1,770	\$1,805
	Honor Society - EHMS		\$1,602	\$1,634	\$1,667
	Student Government / Student Council - FHS		\$1,602	\$1,634	\$1,667
	Student Government / Community Service - EHMS		\$1,602	\$1,634	\$1,667
	Yearbook - FHS		\$3,205	\$3,269	\$3,334
	Yearbook - EHMS		\$2,234	\$2,278	\$2,324
Music / Drama Advisors					
	Band Master		\$2,776	\$2,832	\$2,889
	Band Master - Assistant		\$1,048	\$1,068	\$1,090
	Elementary Band		\$2,619	\$2,672	\$2,725
	Jazz Band - FHS		\$1,602	\$1,634	\$1,667
	Jazz Band - EHMS		\$1,602	\$1,634	\$1,667
	Music Festivals		\$1,524	\$1,554	\$1,585
	Fall Production		\$1,564	\$1,595	\$1,627
	Fall Assistant		\$528	\$539	\$550
	Spring Production		\$2,640	\$2,693	\$2,746
	Spring Assistant		\$1,056	\$1,077	\$1,098

	Spring Assistant		\$1,056	\$1,077	\$1,098
Co-Curricular Stipends					
	Art Club - FHS		\$1,200	\$1,200	\$1,200
	Environmental Club - FHS		\$1,200	\$1,200	\$1,200
	Media Production Club - FHS		\$2,730	\$2,784	\$2,840
	Math Team - FHS		\$1,800	\$1,800	\$1,800
	Science/Robotics Club - FHS		\$1,200	\$1,200	\$1,200
* Student Interest Clubs					
	Elementary		1200	1800	2400
	Middle School		3600	4200	4800
	High School		4800	5400	6000

Please note:

\* Student Interest Clubs are run at the Principal's discretion through an application process that includes consideration of student enrollment, meeting frequency, and time needed to effectively run the club.

20 week clubs = \$600, 40 week clubs = \$1200

\*\* After a comprehensive look at student enrollment, interest, and frequency of meetings this is a list of clubs and activities that will be supported by the district. In addition, please note, that student interest clubs are now more accessible at all levels. As such, we have moved to a more representative list of offerings for our students. Student interest, confirmed enrollment, and budget will be considered before funding all clubs.

No Stipend will be paid to an academic coordinator or other stipend position above for leave of 30 consecutive calendar days or longer during which the employee does not provide stipend services. The amount of the stipend to be withheld from payment for each day of leave shall be the per diem portion of the annual stipend amount. The per diem portion shall be the annual stipend amount divided by the number of scheduled school days in that school year.

All Advisors will be paid twice during the school year. The first payment will be paid at the end of the first semester; the remainder of the stipend will be paid at the end of the school year. Coaches will be paid on a weekly basis.

<b>COACHES SALARIES</b>			
<b><i>Position</i></b>	<b><i>2018-19</i></b>	<b><i>2019-20</i></b>	<b><i>2020-21</i></b>
Football	7972	8131	8294
Asst Football (4)	4783	4879	4977
Basketball (2)	6494	6624	6756
Asst Basketball (4)	3896	3974	4054
Volleyball	4170	4504	4840
Asst Volleyball	2502	2702	2904
Freshman Volleyball	2085	2252	2420
Field Hockey	4388	4651	4840
Asst Field Hockey	2633	2791	2904
Soccer (2)	4693	4787	4840
Asst Soccer (2)	2816	2872	2904
Indoor Track	4532	4691	4840
Asst Indoor Track (2)	2719	2815	2904
Cheerleading (2 seasons)	4473	4652	4840
Baseball	4652	4745	4840
Asst Baseball	2791	2847	2904
Freshman Baseball	2326	2373	2420
Softball	4652	4745	4840
Asst Softball	2791	2847	2904
Freshman Softball	2326	2373	2420
Lacrosse (2)	4388	4651	4840
Asst Lacrosse (2)	2633	2791	2904
Freshman Lacrosse (2)	2194	2326	2420
Spring Track	4588	4702	4840
Asst Spring Track (3)	2819	2847	2904
Cross Country	2911	2969	3028
Golf	2911	2969	3028
Tennis (2)	2911	2969	3028
Weight Training	2274	2319	2365
Faculty Manager (2)	1521	1551	1582

Please note:

After a comprehensive look at athletic department needs and ensuring equality for all student-athletes, we have moved to a robust list of possible athletic positions. Student interest, confirmed enrollment, and budget will be considered before funding all positions.

**APPENDIX B**  
**LONGEVITY BUY-OUT**

1. Except as provided herein, any employee with at least twenty (20) completed years of service in the Fairhaven Public School System will receive a longevity buy-out by giving notice to the Superintendent no later than September 15<sup>th</sup> of the fiscal year prior to receipt of payment.
  
2. An employee who has made the election to receive a longevity buy-out under paragraph 1, above, shall be paid \$2625 in each of the three consecutive school years following the giving of notice of election. “Such payments shall be made only to current employees of the Fairhaven Public Schools, unless the employee or former employee provided notice to the Superintendent prior to September 15<sup>th</sup> of 2014.”

**APPENDIX C  
CONSENT FORM**

VOLUNTEER REQUEST FORM FOR

ADDITIONAL TEACHING ASSIGNMENT OR SUPERVISORY ASSIGNMENT

Name \_\_\_\_\_ Date \_\_\_\_\_

Department/Discipline \_\_\_\_\_

**I. REQUEST FOR SIXTH (6) TEACHING ASSIGNMENT.**

I volunteer to assume a sixth teaching assignment for the \_\_\_\_\_ school year.  
I would consider the following additional course assignment(s):

a \_\_\_\_\_

b \_\_\_\_\_

Special considerations or conditions which may affect my acceptance of the above additional teaching assignment(s):

**2. REQUEST FOR AN ALTERNATE NON-TEACHING SUPERVISORY ASSIGNMENT.**

I volunteer to assume the following alternate non-teaching supervisory assignment(s) for the \_\_\_\_\_ school year:

a \_\_\_\_\_

b \_\_\_\_\_

Special considerations or conditions which may affect my acceptance of the above alternate non-teaching supervisory assignment(s):

My request for the above assignment(s) is/are wholly voluntary. I have been subject to no undue pressure, threat of reprisal, or adverse action in connection with my request.

\_\_\_\_\_  
Teacher's signature

\_\_\_\_\_  
Date