

Falmouth Educators' Association

Unit A

Table of Contents

ARTICLES	
ARTICLE I: General	3
ARTICLE II: Goals	3
ARTICLE III: Recognition	3
ARTICLE IV: Professional Qualifications	4
ARTICLE V: Assignments	4
ARTICLE VI: Vacancies	4
ARTICLE VII: Transfer	5
ARTICLE VIII: Reduction in Force for Teachers with Professional Teaching Status	5
ARTICLE IX: Association and Teacher Rights	7
ARTICLE X: Professional Responsibilities	8
ARTICLE XI: Teaching Conditions (Class Size)	11
ARTICLE XII: Teaching Environment	11
ARTICLE XIII: Teacher Protection	11
ARTICLE XIV: Teacher Evaluation	12
ARTICLE XV: Teacher Employment	12
ARTICLE XVI: Special Services	12
ARTICLE XVII: Personnel Files	12
ARTICLE XVIII: Leaves of Absence	13
ARTICLE XIX: Leave without Pay	14
ARTICLE XX: Professional Compensation	15
ARTICLE XXI: Longevity/Longevity Buyout	15
ARTICLE XXII: Insurance and Annuity	16
ARTICLE XXIII: Dues Deduction	16
ARTICLE XXIV: Guidelines for Professional Improvement	16
ARTICLE XXV: Sick Leave Bank	18
ARTICLE XXVI: Substance Use Disorder	18
ARTICLE XXVII: Employee Assistance Program (EAP)	18
ARTICLE XXVIII: Academic Freedom	18
ARTICLE XXIX: Grievance Procedure	19
ARTICLE XXX: Travel and Expenses	20
ARTICLE XXXI: Personal Injury Benefit	20
ARTICLE XXXII: Agency Service Fee	20
ARTICLE XXXIII: Miscellaneous Provisions	20
ARTICLE XXXIV: Informational Discussion	21
ARTICLE XXXV: School Committee Rights	21
ARTICLE XXXVI: No Strike	21

ARTICLE XXXVII: Waiver	22
ARTICLE XXXVIII: Duration	22

APPENDICES

APPENDIX A-1 SALARY SCHEDULE: 2019-2020 (1.5%)	23
APPENDIX A-2 SALARY SCHEDULE: 2020-2021 (2%)	24
APPENDIX A-3 SALARY SCHEDULE: 2021-2022 (2.5%)	25
APPENDIX B-1: Schedule of Salaries for Interscholastic Athletic Program	26
APPENDIX B-2: Schedule of Salaries for Certain Extracurricular Activities & Intramural Programs	28
APPENDIX C: Supplementary Salary Schedule for Teaching & Learning, Student Services, or Special Support Positions	29
APPENDIX D: Job Sharing	31
APPENDIX E: Clipper Time Handbook	33

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts (MGL), THIS CONTRACT IS MADE by the FALMOUTH SCHOOL COMMITTEE (hereinafter sometimes referred to as the “Committee”) and the FALMOUTH EDUCATORS’ ASSOCIATION (hereinafter sometimes referred to as the “Association”).

ARTICLE I: General

A. Recognizing that the prime purpose of the Falmouth Public Schools is to provide education of the highest quality for the children of Falmouth, we, the undersigned parties to this Contract, agree to the following principles:

1. The Committee, elected by the citizens of Falmouth, is a public body established under the laws of the Commonwealth of Massachusetts and with the duties, powers, responsibilities, and rights provided by these laws and the applicable rules and regulations of administrative agencies issued under such laws.
2. The Superintendent of Schools for the Falmouth Public Schools (hereinafter referred to as the “Superintendent”) is the executive officer of the Committee and as such administers and directs the operation of the Falmouth Public Schools in accordance with the decisions of the Committee.
3. The professional staff of the Falmouth Public Schools shares with the Committee and the Superintendent responsibility for providing pupils of the Falmouth Public Schools education of the highest possible quality, consistent with the policies of the Committee, and the professional staff has the major role in direct contact with pupils providing, however, the Association shall be provided copies of Committee policies which are adopted and which are reduced to writing. If a policy manual is developed incorporating existing policies, the Association shall be given a copy.
4. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information among the Committee, the Superintendent, and the professional staff.
5. The Association recognizes that the basic duty of each professional employee is to use his/her/their skill and expertise in the most effective and proper manner to improve the quality of education offered by the Falmouth Public Schools.

ARTICLE II: Goals

The Committee and the Association shall be responsible for working toward the goals approved by the Committee.

ARTICLE III: Recognition

For the purpose of collective bargaining with respect to wages, hours, and other conditions of employment, the negotiation of agreements and any questions arising thereunder, the Committee recognizes the Association as the exclusive representative of all full-time and regular part-time teaching employees employed by the Committee including Librarians, Guidance Counselors, Title I personnel, Instructional Coaches, Occupational Therapists, Physical Therapists, School Adjustment Counselors, Speech and Language Pathologists, and Psychologists. However, the following positions are excluded from the bargaining unit: Superintendent; Assistant Superintendent; Director of Teaching & Learning; Director of Finance and Facilities; Director of Student Services; Assistant Director of Special Education; Director of Human Resources; Director of Information Technology; Director of Digital Learning; Director of Physical Education, Health, and Wellness; Principals; Assistant Principals; Special Education Building Administrators; Department Heads; Director of Early Childhood Programs; Director of Athletics; teaching assistants; substitute teachers; and nurses.

The professional employees represented by the Association, as aforesaid, are members of the professional staff covered by this Contract and are hereafter referred to as “teachers” and shall be called Unit A.

The Committee agrees not to negotiate with any other person or organization other than the Association for the duration of this agreement. When the Committee adopts a new position, which is part of the bargaining unit, the salary for such position shall be negotiated with the Association.

ARTICLE IV: Professional Qualifications

In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching license and/or their major fields of study.

ARTICLE V: Assignments

A. Prior to the close of school each school year, teachers other than newly appointed teachers and substitutes shall be notified in writing of their tentative programs for the coming year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, any special or unusual classes they will have, and including tentative class lists for the elementary grades. Changes in assignments shall not be based on criteria other than educational considerations, and the teacher shall be notified with respect to the change. Consistent with MGL c. 71 § 41, a teacher without Professional Teacher Status will be notified in writing on or before June 15 of each year if that teacher is not to be reemployed for the following school year. Grievances alleging violation of this article will begin at Level II.

B. Except in unusual or emergency circumstances, teachers will not be required to substitute for other teachers.

C. No teacher will be required to serve as acting principal either temporarily or permanently. When a teacher voluntarily accepts such an assignment, the individual will be relieved of classroom duties for the duration of the assignment.

D. Teachers will receive annually by the first paycheck in October information with a teacher's total salary, step and column placement, longevity total payment, and total accumulated sick and personal leave days. Subsequent payrolls, as the information becomes available, shall reflect all extracurricular coaching and supplemental stipends, as well as any other compensation.

ARTICLE VI: Vacancies

A. Whenever any vacancy in a professional position occurs, including those outside the bargaining unit, it will be adequately publicized by the Superintendent as far in advance of the appointment as possible on a district designated website and sent electronically by email to all members of the Association. In both situations, the qualifications for the position, its duties, and rate of compensation will be clearly set forth. Subsequent changes in qualifications will be made only when it is deemed justified by the Administration, and any change will be emailed prior to the closing date for applications.

B. When a permanent position covered under any of the Association's collectively bargained agreements becomes vacant, prior to posting the position externally, all teachers will be given adequate opportunity to make application for such positions during an internal posting period, the length of which shall be:

The	The school year through June 30	ten (10) calendar days
	July 1 through July 21	five (5) calendar days
	July 22 through school opening	no internal posting time period

Committee agrees to give consideration to the professional background, length of service, and other attainments of all internal applicants.

C. Whenever a vacancy for a Long-Term Substitute or a Temporary Educator to be employed for more than ninety-one (91) consecutive days occurs during the school year, except when Superintendent determines it is necessary to fill the position before the internal posting expires, an appointment shall not be made until five (5) calendar days after the internal posting.

D. A vacancy shall be defined as any open position in the bargaining unit caused by events such as death,

promotion, resignation, retirement, dismissal, non-renewal, transfer, or creation of a new position. Any temporary vacancy (e.g., caused by leave of absence, job share), which will last at least one school year, will be filled by a member of the bargaining unit, not a substitute. Any temporary vacancy will be reopened and made available under the procedures of this Article should the temporary vacancy become permanent. Any person substituting in the same bargaining unit position for at least ninety (90) consecutive workdays shall be paid on the salary schedule of the unit based on their experience, degree, and credits for as long as that person continues to serve in that specific position provided that person is licensed/certified for such position.

E. Any position in Appendix B or C, except for Head Coaching positions, that the District intends to fill, which is/was held by a person who does not otherwise hold a Unit A position shall be posted as provided in this Article, each year. The District may rehire the incumbent employee.

ARTICLE VII: Transfer

Although the Committee and Association recognize that some transfer of teachers is unavoidable, they also recognize that frequent transfer of teachers is disruptive of the educational process and interferes with optimum teacher performance. Therefore, they agree as follows:

A. When the Superintendent determines a transfer is possible or necessary, volunteers will be solicited and transferred first. After this has been done, involuntary transfers may be made. When the Superintendent determines a change of assignment within a given school is necessary, volunteers will be solicited and considered.

B. When involuntary transfers are necessary, a teacher's area of competence, major and/or minor field of study, quality of teaching performance, and length of service in the Falmouth Public Schools will be considered in determining which teacher is to be transferred.

C. Any involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent (or designee) at which time the teacher will be notified of the reason for the transfer.

D. In the case of an involuntary transfer from one school to another, a list of open positions in other schools will be made available to all teachers being transferred. The Superintendent, in making involuntary transfers, will not base the decision on factors other than educational considerations.

E. Notice of transfer will be given to teachers as soon as practicable and under normal circumstances not later than May 15.

ARTICLE VIII: Reduction in Force for Teachers with Professional Teaching Status

A. In the event it becomes necessary to reduce the number of teachers within the District to the extent provided by statutes, then no teacher with professional teaching status shall be laid off if there is a teacher without professional teaching status serving in a position that a teacher with professional teaching status is licensed to fill.

B. In determining the order in which teachers with professional teaching status shall be laid off within a discipline, the teachers' qualifications shall be the determining factor. These include indicators of job performance, including overall ratings resulting from comprehensive evaluations conducted consistently with MGL Chapter 71 Section 38 and the best interests of the students in the school or District.

Ratings derived from evaluations shall be based upon the teacher's past summative evaluation ratings as compared to other teachers' past summative evaluation ratings in the discipline to be reduced during the period up to five (5) years immediately prior to the school year of the layoff unless evaluations were not available during any of those years. When assessing the evaluations, no distinction shall be made between the overall performance ratings of Proficient and Exemplary in subsequent evaluations.

When qualifications are equal, preferences for retention will be given to the teacher with greater seniority. When the

Superintendent determines that either the ratings derived from evaluations or the best interest of students supersedes the other, the Superintendent shall inform the Association President of the decision and explain such decision. The Superintendent shall then meet with the professional status teacher to be laid off to explain the decision with the Association President. A teacher's placement on the salary schedule shall not be a factor in the consideration of the best interests of students. A teacher's participation in extracurricular activities shall not be a factor in the consideration of the best interests of students.

Subject to the qualification criteria, a teacher reached for layoff shall be allowed to bump the least senior teacher whose position the affected teacher is licensed to fill, subject to the evaluation criteria provided herein and provided the teacher seeking to bump has at least one full year teaching experience in the District in that discipline within the previous ten years.

C. In reviewing the District's decision that a significant difference in evaluations exists, an arbitrator shall utilize a reasonableness standard and shall review the evaluation and relevant documents described in the evaluation process.

D. For purposes of this Article, examples of discipline categories are: (a) Elementary Teachers (pre K-2, 1-6); (b) English (reading); (c) Science; (d) Math; (e) Social Studies; (f) World Languages; (g) Career Vocational Technical Education (CVTE); (h) Art; (i) Music; (j) Physical Education/Health; (k) Guidance; (l) Special Education (pre K-8, 5-12) and by special license; (m) Library/Media; and (n) Occupational Therapist/Physical Therapist. With respect to disciplines in which there are multiple licenses, reductions will be made by those licensing areas (e.g., science).

F. The District shall publish a seniority list of bargaining unit members, which shall be distributed to bargaining unit members within sixty (60) calendar days next following the execution of this Agreement. Thereafter, the District shall publish the seniority list to bargaining unit members annually by October 31. Any errors shall be brought to the attention of the Superintendent, in writing, by November 30. As of that date, no further revision will be made to the seniority list until the following year. The seniority list shall be by order of initial date of employment in a position in the bargaining unit. However, the format may be by discipline provided that, where applicable, each employee's alternate areas of licensure are also included.

G. A teacher who is to be laid off shall be notified as soon as possible after the decision has been made.

H. Teachers who are on layoff because of a reduction in staff shall, for the first twenty-six (26) months after the effective date of layoff, retain recall rights, meaning preference to fill vacancies and new positions for which they are licensed, and they will be eligible for COBRA rights on health insurance. In addition to such recall rights within the discipline from which a teacher was laid off, in filling vacancies and new positions, teachers will be recalled on the basis of seniority subject to the license and experience set forth in Section B above. During the recall period, teachers who have been laid off shall be given preference on the substitute list if they so desire.

I. While members of the bargaining unit continue on layoff, the Superintendent agrees not to hire any new teachers unless no teacher on layoff is licensed to fill a position and has had one full year teaching experience in the District in that discipline within the previous ten (10) years.

J. The status of teachers with respect to professional teaching status shall not be altered by layoff. Teachers with professional teaching status who are recalled shall be recalled with professional teaching status, and teachers without professional teaching status shall be credited with all prior service within the District for purposes of establishing three years of continuous service toward professional teaching status. All teachers, if recalled, will be credited with all benefits accrued up to the time of layoff.

K. A Unit A employee who moves to a Unit B position shall retain their Unit A seniority as of the last day of employment in a Unit A position. Unit B employees, who have retained such seniority in Unit A, shall have "bump back" rights into Unit A only in the case of their Reduction in Force (layoff) in Unit B. Such "bump back" rights shall allow a Unit B employee, with more Unit A seniority, to bump the least senior Unit A employee in a position for which the Unit B employee is licensed subject to the criteria in paragraphs B and C above and provided the Unit B member has at least one full year of experience in that discipline in the District. An eligible Unit B employee

desiring to return to a Unit A position for any reason other than their reduction in force in Unit B must wait for a vacancy.

ARTICLE IX: Association and Teacher Rights

A. The Committee shall continue in its present practice of not directly or indirectly discouraging, depriving, or coercing teachers in the enjoyment of any rights conferred by the act or any other acts of the Commonwealth of Massachusetts or the Constitution of the Commonwealth of Massachusetts and the United States and of not discriminating against any teacher with respect to hours, salaries, terms, or conditions of employment, by reason of their membership in the Association, their participation in any activities of the Association or collective professional negotiations with the Committee, or their institution of any grievance, complaint, or proceeding under this Agreement.

B. The Association and its representatives shall have the right to use school building facilities in accordance with the Building Use Policies at all reasonable hours for meetings without charges provided that when special custodial service is required, that the Committee may make reasonable charges as provided in the Building Use Policies. The principal may designate a suitable and adequate place if there would be a conflict with other scheduled activities.

C. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property during school hours only when the matter is of a pressing nature and cannot be conducted during non-school hours and provided that this shall not interfere with or interrupt normal school operations. The teachers may use school facilities and equipment for Association business.

D. The present practice with respect to use for Association purposes of copiers and other school equipment shall remain in effect for the duration of this agreement.

E. There will be one (1) bulletin board in each school building, which will be placed in the faculty lounge for the purpose of displaying official Association notices. Copies of such notices will be given to the building principal, but the principal's advance approval will not be required. If a member of the administration objects to a particular bulletin, the matter will be taken up with the Association. The Association shall have the use of District mail services, which may exist, and professional staff mailboxes for communications to the professional staff.

F. The Committee agrees to furnish upon reasonable request available information, as required by law, concerning members of the bargaining unit, which shall be utilized to assist the Association in developing intelligent, accurate, informed, and constructive collective bargaining proposals, or in the processing of grievances under this Contract.

G. The Committee shall continue its present practice of not discriminating against any employee or applicant for employment by reason of race, creed, color, marital status, age, sex, gender identification, sexual orientation, disability, or national origin as provided by law. An employee who alleges discrimination shall have the choice of proceeding either under the grievance and arbitration provisions of this agreement or in the appropriate state or federal agency or court. An employee may not proceed in both forums.

H. Any preventative medical treatment financed by the Committee for the students shall be provided for the teachers.

I. The Association shall be granted up to twenty (20) days released time per year for use by teachers delegated by the Association participating in official seminars, conferences, and other such programs. If a substitute is required for more than ten (10) of such days, then the Association shall reimburse the Committee for the cost of the substitute for all days beyond ten (10).

J. The Association shall have between thirty and sixty (30-60) minutes of access to address all bargaining unit members at both Convocation and New Educator Orientation. Notification of any change of employment status of bargaining unit members will be provided within the ten school days to the FEA Membership Chair. In addition, Human Resources will provide a list of current Bargaining Unit members to the FEA Membership Chair at the beginning and end of each school year.

ARTICLE X: Professional Responsibilities

A. Work Year

1. Subject to the provisions of Paragraph 2 below and including orientation day, the work year of teachers, (other than new personnel who may be required to attend additional orientation sessions) shall begin no earlier than the Monday immediately preceding Labor Day. The school year for students shall begin no earlier than the Wednesday immediately preceding Labor Day. The Friday immediately preceding Labor Day shall not be a workday for teachers. The work year for teachers shall terminate no later than June 30, but will in no event (unless necessary to complete the minimum number of school days required by the state) be longer than four (4) days more than the number of days when pupils are required to be in attendance. Before the establishment of any School Calendar, the Superintendent shall provide the proposed School Calendar to the Association at least fourteen (14) days before being presented to the Committee for approval. The Association shall be provided an opportunity for input, including, if it so requests, a meeting with the Superintendent to discuss such input prior to adoption. The Committee agrees to give serious consideration to Association input. The additional days shall be utilized for professional development or other comparable activities.

B. Work Week

1. A full-time professional employee's workweek shall not exceed thirty-seven and a half (37-1/2) hours, exclusive of outside preparation and study and involvement in school and community life, which is part of the life of the professional educator.
2. Clipper Time Intervention and Extension Program
 - a. Clipper Time cannot form the basis of a grievance with respect to the number of periods teachers are required to supervise and/or teach.
 - b. Clipper Time cannot be used as observation and of evaluative purposes for teachers.
 - c. The faculty and administration at the high school agree to use the Clipper Time Handbook as a guide for the program (revised 3/2018 in new appendix E)
 - d. Teachers will not be required to remain after student dismissal for one and a half (1.5) hours/ one (1) day per week.

C. Work Day-General

1. The Committee and the Association recognize the uniqueness of individual schools. All teachers (classroom, support, and specialists) at each particular level (pre K-4, 5-6, 7-8, 9-12) will spend reasonably equitable amounts of time each day instructing or supervising students. All non-teaching duties will be distributed equitably among all teachers.
2. The following conditions and procedures will be applied in all schools:
 - a. For special education and/or support teachers time shall be made for common planning and testing of special education pupils during the regular school day; except in unusual circumstances, teacher preparation time/periods should not be used for this purpose.
 - b. For general classroom teachers time shall be made for common planning with special education and/or support teachers during the regular school day; except in unusual circumstances, individual preparation periods should not be used for this purpose.
3. Full-time professional personnel may be required to remain after the student dismissal time without compensation for one and a half (1 ½) hours for the following purposes:

- a. Three (3) Tuesdays every month including any professional development days for meetings with colleagues.
 - b. Two (2) Superintendent days each school year.
 - c. One (1) day a week for student make-up, special help, parent/guardian conferences for grade levels 7 & 8.
 - d. Except in the case of emergencies, the second (2nd) and fourth (4th) Wednesdays of each month shall be reserved for the Association until 6:30pm.
4. Full-time professional personnel may be required to attend three (3) evening meetings each year. Teachers may be required to participate in one meeting each year (i.e., open house, meet the teacher night) and may be required to attend two other evening meetings or events each year.
 5. On days when students are scheduled to remain after school, transportation will be provided by the District to areas of Town in which the students live. On days when there are no regularly scheduled buses, the principal's permission will be required.
 6. Full-time professional personnel will have a thirty (30) minute duty-free lunch period daily. This lunch period will be during the time scheduled for student lunch and when the cafeteria is open for the serving of lunch.
 7. If the Committee and/or the Superintendent deem that educational circumstances indicate that changes are warranted, they will notify the Association of the contemplated change and will, upon request of the Association, negotiate with respect to the change and with respect to compensation adjustments, if any, which the change might warrant.
 - a. In no event will the change become effective until the September following the commencement of such negotiations, unless otherwise agreed to by the parties.
 - b. Any grievance alleging a violation of Article X, Section 7 shall be, within the time limits set forth at Step One, commenced at Step Two of the grievance procedure.
 8. Part-Time Teachers
 - a. Grades 7-8
 - An 80% teacher will have thirty (30) supervisory periods of which not more than twenty-four (24) will normally be instructional.
 - A 63% teacher (was 60%) will have twenty (20) supervisory periods of which not more than fifteen (15) will normally be instructional.
 - b. Grades 9-12
 - An 80% teacher will have twenty-five (25) supervisory periods of which not more than twenty (20) will normally be instructional.
 - A 63% teacher (was 60%) will have twenty (20) supervisory periods of which not more than fifteen (15) will normally be instructional.
 - c. All Levels
 - A 50% teacher will have one half of the total supervisory periods of a full-time teacher. Periods will be either instructional or duty.
 - Every effort will be made to schedule a part-time teacher's supervisory periods consecutively.

- Part-time teachers shall attend Tuesday afternoon meetings, professional development sessions, and evening meetings.

9. When requested to do so and when no other coverage is available, a classroom teacher may volunteer to forego their preparation period and substitute for an absent teacher. While performing such duties, the teacher will be compensated at a rate of \$30.00 per period or any part thereof.

10. Flexible Day

Full-time teachers may, on a voluntary basis, be assigned daily schedules that start earlier and end earlier or start later and end later than normal teacher hours. Such a schedule, from beginning to end, will not be longer than the normal teacher workday, nor will it be offset from the normal workday by more than ninety (90) minutes.

11. Job sharing – see Appendix D

12. If the Committee changes the beginning and/or ending of the student day, such change will not increase the length of the teacher workday. The teacher workday will not begin prior to 7 am or after 9 am, subject to the flexible day provisions in Section 10 above. Should the School Committee contemplate the adoption of an afternoon alternative program, it will so notify the Association as provided in MGL Chapter 150E.

13. Work Day – Elementary

- a. The workday of full-time professional personnel will be six (6) hours and fifty-five (55) minutes, which include thirty (30) minutes, divided between before and after the student dismissal time. The division of the thirty (30) minutes before and after the student dismissal time will be equitable and on an individual teacher basis and will be determined by the principal in each school. In no event will a teacher be required on Friday to remain more than fifteen (15) minutes beyond dismissal time.
- b. There will be a minimum twenty (20) minute recess period for grades preK-4 and a minimum fifteen (15) minute recess for grades 5 and 6 in the elementary schools.
- c. Elementary teachers shall have five (5) periods per week, of at least forty (40) minutes each, free from duty, for individual teacher preparation. The five (5) preparation periods shall, whenever feasible, be allocated to five (5) separate days in the week. These individual preparation periods will be provided without requiring planning or correction by the elementary teacher. Whenever possible students in the class will be with such specialists as library, art, music, physical education, integrated arts, technology or other certified staff listed in the recognition clause of this agreement.
- d. Specialists will not teach more than two hundred eighty (280) minutes per day, normally as seven (7) forty (40) minute periods. Elementary school specialists who change location within the school more than three (3) times per day will teach no more than six (6) forty (40) minute periods.

14. Work Day – Secondary

- a. The work day of full-time professional personnel will be six (6) hours and fifty-five (55) minutes, which at Lawrence School includes thirty (30) minutes and at Falmouth High School fifteen (15) minutes divided between before and after the student dismissal time. The division of the time before and after the student dismissal time will be equitable and on an individual teacher basis and will be determined by the principal in each school. In no event will a teacher be required on Friday to remain more than fifteen (15) minutes beyond dismissal time.
- b. Secondary teachers will not be assigned more than six (6) pupil supervisory periods a day, up to five (5) of which shall be teaching assignments. Teachers in secondary grades (7-12) shall have one (1) standard period a day free from duty, for preparation. Falmouth High School science teachers will be

exempt from a period of duty for each double lab period on their schedule. Therefore, a teacher who has one (1) double lab per cycle would be assigned four (4) duty periods per cycle; a teacher who has two (2) double labs per cycle would be assigned two (2) duty periods per cycle; and a teacher who has three (3) double labs per cycle would have no duties.

- c. Secondary teachers will not be required to teach subjects in more than two (2) departments or areas nor more than a total of four (4) course preparations (courses as described in the Program of Studies).

ARTICLE XI: Teaching Conditions (Class Size)

A. The Committee will strive to achieve the following desirable maximum number of pupils per teacher:

Pre K & Kindergarten	16-18
Grade 1	18-20
Grade 2-3	19-22
Grade 4-12	21-24 (Average at grades 7-12)
Physical Education	35
Academic Support	24-28

B. In the event that any classes exceed the figures listed above by three (3) or more at the maximum, the Superintendent, upon request, shall discuss the reasons therefore with representatives of the Association. Any suggestions made by the representatives to alleviate the situation will be given serious consideration.

ARTICLE XII: Teaching Environment

A. Where suitable space is presently available, there shall be in each school a lunchroom, rest room, and teacher work room for adult use exclusively. The lunchroom and teacher workroom may be the same room.

B. The teachers may have vending machines for beverages installed in each teacher workroom provided that no alteration to the building is necessary. All financial and operating arrangements shall be the responsibility of the teachers in the respective buildings.

C. If required, an adequate portion of the parking lot at each school will be reserved for teacher parking.

D. Present telephone facilities in each school shall be available to teachers for necessary use. A telephone in each building will be designated for teacher use. Teachers shall not use personal cell phones during instructional or supervisory time, except in case of emergency or for school business.

E. A district-wide Health and Safety Committee composed of one Association member from each school appointed by the Association President, District administrators, and public safety representatives shall meet at least four (4) times a year to review health and safety concerns within the District. Additionally, this committee will review building-based health and safety concerns as they arise. The purpose of the committee is to enhance communication about our school-based and district-wide efforts to improve the safety of all our schools, staff, and students. The Association member will also participate in their school-based safety committee.

ARTICLE XIII: Teacher Protection

A. No teacher with professional teaching status will be dismissed, suspended, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause provided that any dispute concerning dismissal or suspension shall be adjudicated in accordance with MGL Chapter 71.

Appointments to coaching positions and/or extracurricular activities advisors are on a one (1) year basis. Coaches

will be notified in writing within thirty (30) calendar days after the close of their regular season whether or not they will be rehired for that position for the next season.

B. Teachers will immediately report to the Superintendent in writing all cases of abusive conduct and/or torts suffered by them in connection with their employment.

C. This report will be forwarded to the Committee, which will comply with any reasonable request from the teacher for information in its possession relating to the incident or the person involved and will act in appropriate ways as liaison between the teacher, the police, and the courts. In addition, any student involved in such an assault will be promptly and properly disciplined after responsibility has been established.

D. If criminal or civil proceedings are brought against a teacher alleging that they committed an assault in connection with their employment, the Committee may furnish legal counsel to defend them in such proceedings if they request such assistance. If the Committee does not provide such counsel and the teacher is exonerated, then the Committee will reimburse the teacher for reasonable counsel fees incurred.

E. If a teacher is exonerated from any responsibility, with respect to acts referred to in B above, the teacher shall not suffer the loss of any professional advantage because of time lost due to such acts.

ARTICLE XIV: Teacher Evaluation

All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. Please refer to the Falmouth Public Schools online platform for complete current evaluation documents.

ARTICLE XV: Teacher Employment

A. Full credit will be given for previous comparable teaching experience upon initial employment. One (1) year of credit for one (1) year of active military service, two (2) years of credit for three (3) years of active military service, three (3) years of credit for five (5) years of active military service, and credit of one (1) year for each year of Peace Corps work, not to exceed two (2) years, will be given to teachers upon initial employment.

B. One-half of previously accumulated unused sick leave days will be restored to returning teachers.

ARTICLE XVI: Special Services

A. Student Discipline

After exhausting all avenues reasonably expected of a teacher in maintaining discipline, a teacher may refer to an administrator a student who is causing disruption and/or violating Committee policies. If a teacher recommends removal from their class, they shall receive a written reply from the administrator setting forth the disposition of the case. If the teacher is not satisfied with the disposition of the matter, they may upon written request consult with the Superintendent or Designee.

B. Student Referrals

If a teacher refers a student for special help or testing, the teacher shall be informed in writing of the actions taken with respect to the student.

ARTICLE XVII: Personnel Files

A. Each teacher shall have the right, upon request, to review the contents of their own personnel file maintained at the Administration Building. No other personnel file shall be kept. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The review shall be made in the presence of the Administrator responsible for the safekeeping of the file.

B. Any complaint by a parent/guardian of a student, or any person, directed toward a teacher deemed serious enough to be included in the teacher's personnel file shall be promptly called to the teacher's attention. The identity of the complainant shall be made known and the teacher afforded the opportunity to refute such complaint prior to its inclusion in the file.

C. No material derogatory to a teacher's conduct, service, character, or personality shall be placed in a teacher's personnel file in the Administration Building unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that they have read such material by affixing their signature on the actual copy to be filed with the understanding that such signature merely signifies that the teacher had read the material to be filed, and does not necessarily indicate agreement with its contents. The teacher shall have the right to answer any material contained in their file, and their answer shall be attached to the file copy. In the event that charges made against a teacher are proven to be without substance, any and all reference concerning the charges shall be deleted from the teacher's personnel file, or the teacher may elect to have the documentary evidence remain in the file.

D. All persons using the file must sign their name and the date they inspected the contents of the file.

ARTICLE XVIII: Leaves of Absence

Leave with Pay

- A. Full-time professional employees shall be entitled to fifteen (15) days of sickness or accident leave exclusive of Saturdays and Sundays or holidays without loss of pay. If such sick leave allowance is not used in any particular year, it shall continue to accumulate through terms of employment. The date from which the leave shall be computed shall be the starting date of employment. Up to five (5) days of sick leave may be used in case of illness in the teacher's immediate family to include spouse, partner, child, parent, grandchild, grandparent, in-laws, and siblings of the teacher or the teacher's spouse or persons residing in the member's immediate household or other at the discretion of the Superintendent or Designee, which precludes the teacher from reporting to work on that day.
- B. In addition to the above fifteen (15) days sick leave, up to three (3) days leave without loss of pay may be utilized for the following reasons:
 - 1. Personal business that cannot be transacted during non-school hours. Personal leave shall not be used for recreational purposes or in the pursuit of an outside occupation.
 - 2. Other personal reasons approved by the Principal.
 - 3. Bereavement - in the event of a death not covered in Section E below.
- C. A member may carry over one (1) unused personal day for a maximum of four (4) for the next school year. Any additional unused personal days will be converted into accumulated sick days.
- D. A teacher may, with the approval of the Superintendent, be entitled to a leave of absence to attend professional meetings, conferences, or visitations, in the interest of the schools, or for other justifiable reasons.
- E. In addition to sick leave, a teacher may be granted a leave of absence with pay of up to four (4) days in the event of the death of spouse, partner, child, parent, grandchild, grandparent, in-laws, and sibling of the teacher or the teacher's spouse, or of other persons residing in the member's immediate household or others at the discretion of the Superintendent. In addition, at the discretion of the Superintendent, additional days of leave may be granted for traveling.
- F. In addition to sick leave, a teacher shall be granted a leave of absence with pay of up to three (3) days for religious holidays, where the tenets of the religion require absence from work.

- G. When a teacher is summoned to serve Jury Duty, Committee will pay the difference between the pay received for Jury Duty and the teacher's current salary commensurate with state and federal statutes.
- H. Leaves under this Section shall not be unreasonably withheld.
- I. An employee who gives birth or who legally adopts a child may use up to eight (8) weeks of accrued sick leave. Non-birthing employees may use up to fifteen (15) days of accrued sick leave. For a leave of absence for any disability related to pregnancy, childbirth, or the recuperation there from, the employee is entitled to sick leave under the terms of that provision to the extent such employee has sick leave available. Leaves for such disabilities, which exceed eight (8) weeks, shall require medical certification. If any of the above is in conflict with applicable Federal and State statutes, said statutes will prevail.

ARTICLE XIX: Leave without Pay

- A. The Committee agrees that one (1) teacher designated by the Association may, upon individual request to the Committee, be granted a leave of absence without pay for the purpose of engaging in official Association (local, state, or national) activities. The exercise of this discretion by the Committee will not be unreasonable. Upon return from such leave, a teacher will be considered as if they were actively employed by the Committee during the leave and will be placed on the salary schedule at the level they would have achieved if they had not been absent. A teacher may be granted only one leave during their lifetime.
- B. 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 of such programs. Upon return from such leave, a teacher will be considered as if the teacher were actively employed by the Committee during the leave and will be placed on the salary schedule at the level the teacher would have achieved if the teacher had not been absent.
- C. Military leave will be granted to any teacher who is inducted or enlists in any branch of the Armed Forces of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level, which the teacher would have achieved had the teacher remained actively employed in the District during the period of their absence up to a maximum of two (2) years.
- D. A leave of absence without pay or increment of up to one (1) year may be granted at the discretion of the Superintendent for the purpose of caring for a sick member of the teacher's immediate family. The exercise of such discretion will not be unreasonable. Additional leave may be granted at the sole discretion of the Superintendent.
- E. The Superintendent may grant a leave of absence without pay or increment to any teacher to campaign for or serve in a public office. The exercise of this discretion will not be unreasonable. An employee may be granted only one such leave during their lifetime.
- F. A leave of absence without pay of up to two (2) years will be granted for the purposes of caring for a child after childbirth, adoption of a child, or childrearing. Such leave shall be called "Childrearing Leave." A teacher who is on Childrearing Leave shall not be entitled to accrued paid sick leave or other benefits during the period of such leave. Upon return from such leave of absence, the teacher shall return to the step of the salary schedule the teacher would have attained prior to the effective date of the Childrearing Leave, unless the teacher was in an active employee status of at least ninety-two (92) workdays during the work year in which such leave commenced, in which case such teacher shall advance to the next step. Upon return from such leave, such teacher shall be restored to the position held before the leave began, if it is open, or be restored to an equivalent job position with equivalent benefits, pay, and other terms and conditions of employment. A teacher may not return from Childrearing Leave during the school year except by agreement of the Superintendent.

- G. Leaves for reasons other than those listed above may be granted by the Superintendent.
- H. A teacher returning from any of the leaves without pay listed above shall be granted their former position or a comparable position should the former position be unavailable without the necessity of such position being posted. If the position of a teacher on leave under this Article is filled, it shall be filled only for the length of such leave.
- I. Teachers on leave shall notify the Superintendent in writing of their intent to return by February 1 of the calendar year of return.

ARTICLE XX: Professional Compensation

- A. The basic salaries of the staff covered by this Agreement are set forth in Appendix A, which is attached to and incorporated in this Agreement.
- B. Teachers involved in extra-duty assignments and other activities which are recognized as calling for additional compensation are set forth in the Appendix of this Agreement. All compensation shall be in accordance with the provisions of this Agreement.
- C. Teachers shall receive their pay in twenty-six (26) equal installments with an option of receiving a lump sum payment to cover the summer installments.

ARTICLE XXI: Longevity/Longevity Buyout

- A. Members of the bargaining unit shall receive annual longevity payments as follows:

	<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>
11 Years of Service in Falmouth	\$725	\$750	\$775
15 Years of Service in Falmouth	\$1,025	\$1,050	\$1,075
20 Years of Service in Falmouth	\$1,125	\$1,150	\$1,175
25 Years of Service in Falmouth	\$1,250	\$1,275	\$1,300

A teacher hired prior to February 1 shall be given credit for the full year. Years of service in the District shall mean a cumulative total of all years served.

- B. Employees or their estate with at least fifteen (15) completed cumulative years of service in Falmouth and who have provided a written notice of intent to retire, shall receive \$12,000 minus the total of longevity compensation during the last three (3) years of employment. Written notice shall be submitted to the Superintendent as follows:
 - a. For retirement effective at the end of a school year or during the days following the end of a school year in June or in July or August (i.e., the days between the end of one school year and the beginning of another), written notice shall be submitted to the Superintendent on or before December 1 of the school year at the end of which the employee will retire. Payment shall be made on or before the July 31 immediately following the date of retirement.
 - b. For a retirement with an effective date during a school year, written notice shall be submitted to the Superintendent on or before December 15 immediately preceding the school year in which the effective date of retirement shall occur. Payment of the buyback option shall be made on or before the July 31 of the fiscal year following the effective date of retirement.
 - c. In the event an abnormally high number of members elect this buyout in a specific year, members electing this buyout will be accepted in the order of seniority, with the most senior being paid

during that fiscal year and the remainder being paid by the July 31 of the next fiscal year, as described in Sections a and b above.

ARTICLE XXII: Insurance and Annuity

Unit A personnel shall have the right to participate in all life insurance; accidental death and dismemberment insurance; hospital, medical, and surgical insurance benefits provided by any insurance plan adopted and maintained by the Town of Falmouth pursuant to applicable statutes. The cost of such benefits shall be paid as provided in such plan. The Committee will support efforts to increase the Town's contribution for health insurance. Unit A personnel are eligible to participate in a "tax-sheltered" annuity (TSA) plan established pursuant to Public Law 87-37D of the United States consistent with MGL Chapter 31, Section 37B. Participation in a TSA may commence at any time during the year, providing one month notice is given.

ARTICLE XXIII: Dues Deduction

The Committee hereby accepts the provision of MGL Chapter 180, Section 17C and, in accordance therewith, shall certify to the Treasurer of the Town of Falmouth all payroll deductions from the salaries of Unit A personnel for payment of dues that they may individually and voluntarily authorize to be deducted, including V.O.T.E. Unit A authorizations for these purposes shall be in writing on suitable forms provided by the Association. The deduction of membership dues shall be made once per month in equal installments beginning with the second paycheck in September and ending in June, and the Committee agrees to remit promptly to the Treasurer of the Association all monies so deducted, accompanied by a list of the teachers' names for whom such deductions have been made and the amount of the deductions. The Association shall, by the first week of each school year, give written notification to the Human Resources Office of the amount of dues, which are to be deducted in that school year under such authorizations. The amounts of the deductions for these dues or representation fees shall not be subject to change during the entire school year. For the purpose of this Article, the term "School Year" shall mean the twelve-month period beginning with September 1. The Association shall indemnify and save the Committee and/or the Town harmless against all claims, demands, suits, or other forms of liability, which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this Article.

ARTICLE XXIV: Guidelines for Professional Improvement

As teachers in the Falmouth Public Schools begin to accumulate credits beyond their Bachelor's Degree, teachers are responsible for the selection of courses in the proper field(s) and subject area(s) in compliance with the following guidelines.

- A. All course(s) taken for advancement on the salary schedule must either be course(s) offered by the school district, projects approved by the Superintendent or Designee, or courses offered for graduate credit by an accredited college or university. The teacher has sole discretion over the choice of course provider.
- B. All graduate courses successfully completed after the attainment of the Bachelor's degree shall qualify for salary column advancement. For advancement on the salary schedule, no single course may be used more than once.
- C. For Chapter 74 licensed vocational/technical educators who are working toward a Bachelor's degree, undergraduate courses successfully completed after the attainment of the Associate's degree shall qualify for salary column advancement. For advancement on the salary schedule, no single course may be used more than once. Once the vocational/technical educator obtains a Bachelor's degree, the educator may no longer apply undergraduate courses to salary advancement.
- D. Any course(s) for which advancement credit is applied must be submitted to the Office of the Superintendent before June 30 to receive such advancement credit for the following school year. Teachers who notify the Superintendent of coursework with an expected completion date prior to the beginning of the school year

will receive the appropriate placement for salary purposes. If proof of such coursework is not received by the beginning of the school year, the appropriate adjustment will be made in the teacher's salary, and the teacher will not be eligible to receive salary credit until the following school year.

E. TUITION REIMBURSEMENT PLAN FOR TEACHERS AND NURSES

1. For course(s) for which a teacher will seek tuition reimbursement, advanced notification and preapproval prior to course enrollment is required. A notification/preapproval form is to be submitted to the Office of Teaching & Learning no later than twenty-one (21) calendar days prior to the start of the course, unless special circumstances (e.g., late announcement of a course offering) interfere with this deadline. Electronic submission of the notification/preapproval form is both recommended and preferred. The form will be processed and notification will be sent electronically via email to the applicant within ten (10) calendar days of submittal. Failure to process and respond within the allocated time period constitutes approval.
 2. The amount to be used for tuition reimbursement is \$60,000 for the 2019-2020 school year. For the 2020-2021 school year, the amount will be \$70,000. For the 2021-2022 school year and thereafter, the amount will be \$80,000.
 3. The program is available to teachers and nurses.
 4. Reimbursement criteria for courses:
 - a. Course(s) must be for one of the following:
 - educational licensure or relicensure
 - alignment with district priorities for teaching and learning (available from Office of Teaching & Learning)
 - b. Course(s) must be passed with a grade of "B" or better (or equivalent) or "Pass."
 - c. Course(s) must be offered by an accredited college or university.
 - d. Course(s) must have been taken for graduate credit.
 5. The reimbursement shall be for the costs of the course including tuition and fees up to \$1000.00 per course. Reimbursement requests must be in the form of receipted bills from the college or university (or the collecting agency for the college) accompanied by a transcript or grade report from the college or university documenting the teacher's performance in the course(s) for which the teacher seeks reimbursement. The course that incurred the highest cost to the teacher will be reimbursed first. Additional course(s) shall be reimbursed if additional funds are available, in accordance with current practice.
 6. Courses from summer, fall, or spring sessions will be allowed.
 7. Applications for reimbursement of course(s) must be received in the Office of Teaching & Learning by June 1 of the school year. The total amount budgeted to this plan will be divided equally among the number of people submitting applications. The District will notify the Association in writing of the distribution to teachers.
 8. Verification for courses can be either transcripts or grade reports indicating that the course was taken for graduate credit and only courses that are passed with a "B" or better or a "Pass" in a pass-fail system in an ungraded course.
- F. A fund of \$10,000 will be maintained to provide teachers with opportunities for summer professional development. Proposals for such work must be submitted to the Superintendent or Designee by May 1 of each year. Proposals must be tied to current or proposed curriculum areas and must be approved by the Office of Teaching & Learning. The Superintendent or Designee shall decide the amount of such grants based on the nature of the proposals submitted.

ARTICLE XXV: Sick Leave Bank

The Sick Leave Bank currently exists for use by the eligible members of the professional staff covered by this Agreement who have exhausted their own sick leave and who have serious illness. At the beginning of each school year, should the total number of days remaining in the bank be less than the total number of professional employees covered by this Agreement, each professional employee covered by this Agreement shall contribute one (1) of their annual fifteen (15) days of sick leave in order to fund the bank. The bank shall be maintained at a minimum of one (1) day per professional staff member after the first year of maintenance. A maximum shall be two (2) days per professional staff member. An employee initiates the process of applying for Sick Leave Bank benefits by submitting a request in writing to the Office of Human Resources.

The initial grant of sick leave by the Sick Leave Bank Committee to an eligible member shall not exceed thirty (30) days. Upon completion of the thirty (30) day period, the period of entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant. The Sick Leave Bank shall be administered by a 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. The following criteria shall be used by the Committee in administering the Bank and in determining eligibility and amount of leave:

1. Adequate medical evidence of serious illness.
2. Prior utilization of all eligible sick leave.
3. Length of service in the Falmouth Public Schools.
4. Propriety of use of previous sick leave.

If the Sick Leave Bank is exhausted, it shall be renewed by the contribution of one (1) additional day of sick leave by each member of the professional staff covered by this Agreement. Such additional days will be deducted from the teacher's annual fifteen (15) days of sick leave. The Sick Leave Bank Committee shall determine the time when it becomes necessary to replenish the bank. The decision of the Sick Leave Bank Committee, with respect to eligibility and entitlement, shall be final and binding and not subject to appeal.

ARTICLE XXVI: Substance Use Disorder

Substance use disorder is recognized by the parties to be a treatable illness. Without detracting from the existing rights and obligations of the parties recognized in the other provisions of this contract, the Committee and the Association agree to cooperate in encouraging employees afflicted with substance use disorder to undergo a program designed for rehabilitation. If the employee refuses to avail themselves of assistance, and substance use disorder impairs work performance, attendance, conduct, or reliability, the normal contractual disciplinary procedures will be used.

ARTICLE XXVII: Employee Assistance Program (EAP)

The Town of Falmouth Employee Assistance Program (EAP) will be available to teachers to address the need for the following:

1. A process for rehabilitation of employees who have substance use disorder.
2. A process for addressing HIV/AIDS if and when the necessity arises.
3. Other types of counseling programs for employees in need of such services.

ARTICLE XXVIII: Academic Freedom

The Committee and the Association recognize that teaching is a professional endeavor, and in order to promote the creative growth and quality of the Falmouth Public Schools, it is desirable that the teacher exercise discretion in determining within established guidelines the substance, organization, and representation of a course of study.

ARTICLE XXIX: Grievance Procedure

- A. A “grievance” is hereby defined as a dispute, claim, or controversy by the Association, an employee or employees involving the meaning, interpretation, or application of this Agreement. A “grievant” is defined as the Association, an employee, or employees covered in the recognition clause of this Agreement.
- B. Failure at any Step of this procedure to communicate the decision of a grievance within the specified time limits to the grievant and to the President of the Association shall permit the grievant(s) to proceed to the next Step.
- C. Failure at any Step of this procedure to appeal the grievance to the next Step within the specified time limits shall be deemed to be acceptance of the decision rendered at that Step.

D. PROCEDURE

STEP ONE

A grievant shall, with or without a representative of the Association, file a grievance in writing with their immediate supervisor and the principal within fifteen (15) school days of the occurrence on which the grievance is based or within fifteen (15) school days of the date on which the grievant has knowledge or reasonably should have had knowledge of the occurrence. The grievant, with or without a representative of the Association, will discuss this grievance with their immediate supervisor and principal. Any meeting with reference to the above shall be held during non-class hours. A grievance involving more than one principal shall begin at Step Two.

STEP TWO

In the event that the grievance shall not have been satisfactorily resolved at Step One or in the event that no decision has been reached within five (5) school days after presentation of the grievance to the immediate supervisor and principal, the grievant shall, within five (5) school days of the notification of the Step One decision, put the grievance in writing and send copies to the Superintendent of Schools and to the President of the Association. This written statement of the grievance shall be the basis for discussion of the grievance at this and at each subsequent Step. Within ten (10) school days of the receipt of this written grievance, the Superintendent of Schools or designee shall meet with the grievant and the said President or designee in an effort to settle the grievance. A decision in writing shall be rendered within ten (10) school days of the Step Two meeting. Copies of the decision shall be sent to the grievant and the President of the Association.

STEP THREE

Within five (5) school days of receipt of the Step Two decision, the grievant may notify the President of the Association and the Executive Board in writing of the grievant’s desire to have the grievance presented to the School Committee; and, within five (5) school days following receipt of any such notice, the Executive Board of the Association shall meet with the said President and the grievant to decide whether or not the Association shall present the grievance to the School Committee. If the Executive Board shall so vote, the grievance shall be presented in writing by the Association to the School Committee within fifteen (15) school days of receipt of the Step Two decision. A meeting shall be held to consider the grievance at the next regularly scheduled School Committee meeting, but in no event more than twenty (20) school days from the submission of the grievance at this Step. If either the Association or the School Committee so desires, this meeting shall be held in closed session. A decision in writing shall be rendered within ten (10) school days of the Step Three meeting. Copies of the decision shall be sent to the grievant and to the President of the Association.

STEP FOUR

Within ten (10) school days of the receipt of the Step Three decision, the Association may, by giving written notice to the School Committee and to the American Arbitration Association, present the grievance for arbitration unless

all parties mutually agree to use some other arbitration tribunal for the resolution of the grievance. The expenses of the arbitrator shall be shared equally by the School Committee and the Association, and the award made shall be final and binding upon the School Committee, the Association, and the grievant.

MISCELLANEOUS

If a grievance involves employees who do not have a common principal or supervisor, the grievance may start at Step Two within the time limits set forth in Step One. A grievance filed by the Association or class or group of employees, or one which is of a general nature may start at Step Two. During the summer and vacation periods when school is not in session, business days will be used in place of school days for Steps One through Four. In addition, five (5) business days will be added to each limitation. By mutual agreement between the parties, the specified time limits can be lengthened or shortened on each Step.

ARTICLE XXX: Travel and Expenses

All employees shall receive reimbursement in accordance with current policies.

ARTICLE XXXI: Personal Injury Benefit

Whenever Unit A personnel are absent from school as a result of personal injury caused by an accident or an assault occurring in the course of their employment, the employee will be paid their full salary (less the amount of any workers' compensation award made for temporary disability due to said injury) until the Unit A personnel sick leave benefits are exhausted.

ARTICLE XXXII: Agency Service Fee

Subject to the requirement of all applicable laws, every employee covered by this contract who is not a member in good standing of the Association as a condition of continued employment, shall pay to the Association either directly or by payroll deduction, an agency service fee as established by the Association but not to exceed regular Association dues, provided, however, that in no case shall such condition arise until after the thirtieth (30th) day of the beginning of the employee's employment.

ARTICLE XXXIII: Miscellaneous Provisions

A. Any and all individual contracts between the Committee and members shall be subject to and consistent with this Agreement. If any individual contract contains language inconsistent with the terms of this Agreement, this Agreement during its period in force shall be controlling.

B. As to all matters covered by this Contract, the provisions hereof shall control in any case where a conflict may exist between such provisions and any policy, practice, procedure, custom, or writing not incorporated in this Contract.

C. If any provisions of this Contract, or any application of this Contract to any member of the professional staff covered hereby, shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or applications of this Contract shall continue in full force and effect.

D. Two hundred (200) copies of this Agreement, titled "Professional Agreement between the Falmouth Public Schools and the Falmouth Educators' Association" shall be printed at the mutual expense of both parties, within thirty (30) days of the signing of this Agreement. The Association shall choose the printer. The School Committee shall receive fifty (50) copies. The Association shall distribute the Contract to the members of the bargaining unit.

E. NEED Collaborative Program (Sea Shore Program)

1. The NEED Collaborative Program (Sea Shore Program) is three (3) days/two (2) nights per 5th grade class.

2. The Administration prefers the classroom teacher attends the Seashore Program with their class. Should the teacher elect not to participate, the following apply:
 - a. Team teacher may go with the class;
 - b. Another grade 5 classroom teacher or grade 5 inclusion teacher may go with the class;
 - c. Teacher electing not to go to the Seashore will teach the other teacher's class for the three (3) days;
 - d. Teacher electing not to go to the Seashore will inform Administration and parents/guardians no later than the date of the Morse Pond School Open House;
 - e. A pool of teachers willing to take another teacher's class will be established by June of each year for the subsequent school year. A lottery system will be used to indicate which substitute Seashore Program teachers will attend as needed.
3. Teachers attending the Seashore Program will receive a stipend as listed in Appendix C.
 - a. Special Program teachers and/or Teaching Assistants who attend the Seashore Program trip are entitled to the same stipend.
 - b. Nurses are covered under Unit D.
 - c. Teaching Assistants are covered under Unit C.
4. The first day of school, all 5th grade teachers, 5th grade inclusion teachers, and substitute Seashore Program teachers will receive a list of 'pre-trip teacher responsibilities.' These responsibilities will be jointly agreed upon between the building administrator and FEA.
5. Teachers attending the Seashore Program agree to the following expectations:
 - a. Assist with bus loading and unloading;
 - b. Meet with the director upon arrival to review medications and concerns;
 - c. Three weeks prior to the trip, send an email to the director outlining the trip options for their class;
 - d. Help with recreation times and supervise quiet hour. Each day a class stays overnight at the Seashore, the teacher's responsibilities will end no later than 5pm;
 - e. Teachers have the option to spend the night or leave and return by 9am the following day.

F. Employee's Children: The request by a non-resident employee whose child is accepted into the Falmouth Public Schools or by a resident employee that the child of such employee be assigned to the school where the employee teaches shall be considered. The decision of the Superintendent on this matter shall be final and not subject to the grievance procedure.

G. Members who receive items through grants can bring those items with them to a new school or position if they stay in the District; if they leave the District, the items must stay with the District. This cannot supersede the conditions of the grant.

ARTICLE XXXIV: Informational Discussion

It is agreed that all direct dialogue between the Committee and the members is desirable. Upon request by member representatives, there will be up to four (4) meetings during the school year between the Committee and member representatives, at which time matters of mutual concern shall be discussed, provided, however, that these meetings shall not be used to discuss grievances arising under Article XXIX or to negotiate modifications or additions to this Agreement.

ARTICLE XXXV: School Committee Rights

The parties further recognize and agree that as to every matter not specifically mentioned or provided for in this Contract, and as to every matter, a final decision as to which is reserved to the Committee hereunder, or as to which the Committee specifically retains discretion hereunder, the Committee continues to retain, whether exercised or not, the sole and unquestioned right to exercise in its discretion the duties, powers, responsibilities, and rights mentioned in Article I of this Contract.

ARTICLE XXXVI: No Strike

The Association agrees that it will not cause, condone, or sanction or take part in any strike, walkout, slowdown, or work stoppage in the Town of Falmouth. The Association and the members of the bargaining unit individually and collectively agree that if there is a violation of this clause, any or all persons violating this clause will be subject to disciplinary action, including but not limited to discharge, suspension, or complete loss of seniority, and the only matter subject to arbitration is that of participation in any of the above prohibited acts.

ARTICLE XXXVII: Waiver

The Association and the Committee agree that each has had a right to bargain for any provision that they wished in this contract and on matters that were or could have been discussed during negotiation, except where otherwise provided in the contract, each expressly waives the right to reopen the contract for any further demands or proposals and agrees that the present contract constitutes a complete agreement on all matters and that if other proposals have been made, they have been withdrawn in consideration of this Agreement.

ARTICLE XXXVIII: Duration

The provisions of this Agreement, unless specifically stated otherwise, shall be effective as of September 1, 2019 and shall remain in full force and effect until August 31, 2022. In the event that a new Agreement is not reached by the date of expiration, the conditions of this contract shall remain in full force and effect.

Either party may open negotiations for a successor to this Agreement by giving written notice prior to November 1, 2020.

For the Falmouth School Committee

For the Falmouth Educators' Association

Date

Date

APPENDIX A-1 SALARY SCHEDULE
FALMOUTH PUBLIC SCHOOLS
Falmouth, Massachusetts
2019-2020 (1.5%)

Teachers & Chapter 74 License	B	B+30	M	M+15	M+30	M+45	M+60	Doc
1	\$48,039	\$49,837	\$51,640	\$52,572	\$53,498	\$54,267	\$55,080	\$55,907
2	\$50,219	\$52,135	\$53,823	\$54,750	\$55,681	\$56,450	\$57,296	\$58,155
3	\$52,837	\$54,637	\$56,006	\$56,930	\$57,862	\$58,629	\$59,508	\$60,399
4	\$55,891	\$57,691	\$60,364	\$61,294	\$62,226	\$62,994	\$63,939	\$64,898
5	\$57,635	\$59,439	\$62,547	\$63,477	\$64,406	\$65,174	\$66,155	\$67,144
6	\$59,382	\$61,185	\$64,728	\$ 65,660	\$66,589	\$67,356	\$68,366	\$69,393
7	\$61,577	\$63,382	\$67,363	\$68,292	\$69,657	\$70,428	\$71,482	\$72,556
8	\$64,194	\$65,993	\$71,725	\$72,654	\$74,022	\$74,791	\$75,912	\$77,051
9	\$68,559	\$70,358	\$76,092	\$77,019	\$78,383	\$79,149	\$80,338	\$81,542
10	\$77,683	\$79,722	\$85,769	\$86,919	\$88,616	\$89,392	\$90,733	\$92,093

*Teachers who have more than thirty-six (36) credits for their master’s degree may utilize the credits in excess of thirty-six (36) in working toward their Master’s + 15.

A teacher with fifteen (15) cumulative years of service in the Falmouth Public Schools who notifies the Committee of their intent to retire under the Massachusetts Teachers’ Retirement System (MTRS) at any time during the school year or at the end of the school year shall receive twenty-five dollars (\$25) per day for any unused sick leave in excess of one hundred (100) days, up to a maximum of seventeen hundred and fifty dollars (\$1,750).

A teacher with twenty (20) cumulative years of service in the Falmouth Public Schools who notifies the Committee of their intent to retire under the Massachusetts Teachers’ Retirement System (MTRS) at any time during the school year or at the end of the school year shall receive twenty-five dollars (\$25) per day for any unused sick leave in excess of one hundred (100) days, up to a maximum of two thousand dollars (\$2,000).

A teacher with twenty-five (25) cumulative years of service in the Falmouth Public Schools who notifies the Committee of their intent to retire under the Massachusetts Teachers’ Retirement System (MTRS) at any time during the school year or at the end of the school year shall receive twenty-five dollars (\$25) per day for any unused sick leave in excess of one hundred (100) days up to a maximum of two thousand and two hundred and fifty dollars (\$2,250). The number of sick days will be determined on June 1 of the final year of service and will be paid by July 31.

APPENDIX A-2 SALARY SCHEDULE
FALMOUTH PUBLIC SCHOOLS
Falmouth, Massachusetts
2020-2021 (2%)

Teachers & Chapter 74 License	B	B+30	M	M+15	M+30	M+45	M+60	Doc
1	\$49,000	\$50,833	\$52,673	\$53,623	\$54,568	\$55,352	\$56,182	\$57,025
2	\$51,224	\$53,178	\$54,900	\$55,845	\$56,794	\$57,579	\$58,442	\$59,319
3	\$53,894	\$55,730	\$57,126	\$58,069	\$59,019	\$59,802	\$60,699	\$61,607
4	\$57,009	\$58,844	\$61,571	\$62,520	\$63,470	\$64,254	\$65,218	\$66,196
5	\$58,787	\$60,628	\$63,798	\$64,747	\$65,694	\$66,478	\$67,478	\$68,487
6	\$60,569	\$62,409	\$66,022	\$66,974	\$67,921	\$68,704	\$69,734	\$70,780
7	\$62,809	\$64,649	\$68,710	\$69,658	\$71,051	\$71,836	\$72,912	\$74,007
8	\$65,478	\$67,313	\$73,159	\$74,107	\$75,502	\$76,287	\$77,430	\$78,592
9	\$69,930	\$71,765	\$77,613	\$78,560	\$79,951	\$80,732	\$81,945	\$83,173
10	\$79,237	\$81,317	\$87,484	\$88,657	\$90,388	\$91,180	\$92,548	\$93,935
11	\$80,821	\$82,943	\$89,234	\$90,430	\$92,196	\$93,004	\$94,398	\$95,814

*Effective 9/1/09 teachers who have more than thirty-six (36) credits for their master's degree may utilize the credits in excess of thirty-six (36) in working toward their Master's + 15.

A teacher with fifteen (15) cumulative years of service in the Falmouth Public Schools who notifies the Committee of their intent to retire under the Massachusetts Teachers' Retirement System at any time during the school year or at the end of the school year shall receive twenty-five dollars (\$25) per day for any unused sick leave in excess of one hundred (100) days, up to a maximum of seventeen hundred and fifty dollars (\$1,750).

A teacher with twenty (20) cumulative years of service in the Falmouth Public Schools who notifies the Committee of their intent to retire under the Massachusetts Teachers' Retirement System at any time during the school year or at the end of the school year shall receive twenty-five dollars (\$25) per day for any unused sick leave in excess of one hundred (100) days, up to a maximum of two thousand dollars (\$2,000).

A teacher with twenty-five (25) cumulative years of service in the Falmouth Public Schools who notifies the Committee of their intent to retire under the Massachusetts Teachers' Retirement System at any time during the school year or at the end of the school year shall receive twenty-five dollars (\$25) per day for any unused sick leave in excess of one hundred (100) days up to a maximum of two thousand and two hundred and fifty dollars (\$2,250). The number of sick days will be determined on June 1 of the final year of service and will be paid by July 31.

APPENDIX A-3 SALARY SCHEDULE
FALMOUTH PUBLIC SCHOOLS
Falmouth, Massachusetts
2021-2022 (2.5%)

Teachers & Chapter 74 License	B	B+30	M	M+15	M+30	M+45	M+60	Doc
1	\$50,225	\$52,104	\$53,990	\$54,964	\$55,932	\$56,736	\$57,586	\$58,451
2	\$52,504	\$54,508	\$56,272	\$57,241	\$58,214	\$59,019	\$59,903	\$60,802
3	\$55,241	\$57,123	\$58,554	\$59,521	\$60,495	\$61,297	\$62,216	\$63,147
4	\$58,434	\$60,315	\$63,111	\$64,083	\$65,057	\$65,860	\$66,848	\$67,851
5	\$60,257	\$62,144	\$65,393	\$66,365	\$67,336	\$68,140	\$69,165	\$70,199
6	\$62,083	\$63,969	\$67,673	\$68,648	\$69,619	\$70,421	\$71,477	\$72,550
7	\$64,379	\$66,266	\$70,427	\$71,400	\$72,827	\$73,632	\$74,735	\$75,858
8	\$67,114	\$68,996	\$74,988	\$75,959	\$77,390	\$78,194	\$79,366	\$80,556
9	\$71,679	\$73,559	\$79,554	\$80,524	\$81,950	\$82,750	\$83,994	\$85,252
10	\$81,218	\$83,350	\$89,671	\$90,873	\$92,648	\$93,459	\$94,861	\$96,283
11	\$82,842	\$85,017	\$91,465	\$92,691	\$94,501	\$95,329	\$96,758	\$98,209

*Effective 9/1/09 teachers who have more than thirty-six (36) credits for their master's degree may utilize the credits in excess of thirty-six (36) in working toward their Master's + 15.

A teacher with fifteen (15) cumulative years of service in the Falmouth Public Schools who notifies the Committee of their intent to retire under the Massachusetts Teachers' Retirement System at any time during the school year or at the end of the school year shall receive twenty-five dollars (\$25) per day for any unused sick leave in excess of one hundred (100) days, up to a maximum of seventeen hundred and fifty dollars (\$1,750).

A teacher with twenty (20) cumulative years of service in the Falmouth Public Schools who notifies the Committee of their intent to retire under the Massachusetts Teachers' Retirement System at any time during the school year or at the end of the school year shall receive twenty-five dollars (\$25) per day for any unused sick leave in excess of one hundred (100) days, up to a maximum of two thousand dollars (\$2,000).

A teacher with twenty-five (25) cumulative years of service in the Falmouth Public Schools who notifies the Committee of their intent to retire under the Massachusetts Teachers' Retirement System at any time during the school year or at the end of the school year shall receive twenty-five dollars (\$25) per day for any unused sick leave in excess of one hundred (100) days up to a maximum of two thousand and two hundred and fifty dollars (\$2,250). The number of sick days will be determined on June 1 of the final year of service and will be paid by July 31.

APPENDIX B-1
SCHEDULE OF SALARIES INTERSCHOLASTIC ATHLETIC PROGRAM

	2019-20			2020-21			2021-22		
	STEP 1	STEP 2	STEP 3	STEP 1	STEP 2	STEP 3	STEP 1	STEP 2	STEP 3
A. Football Head Coach	\$8,099	\$9,044	\$9,980	\$8,261	\$9,225	\$10,180	\$8,467	\$9,455	\$10,435
B. Hockey and Basketball Head Coaches	\$6,982	\$7,724	\$8,458	\$7,122	\$7,879	\$8,627	\$7,300	\$8,076	\$8,843
C. Baseball, Soccer, Lacrosse, Field Hockey, Softball, and Volleyball Head Coaches	\$6,576	\$7,318	\$8,052	\$6,708	\$7,465	\$8,213	\$6,875	\$7,651	\$8,418
D. Winter Track, Spring Track, Gymnastics, Cross Country Heads, and Football Assistant Coaches	\$6,272	\$7,014	\$7,747	\$6,397	\$7,154	\$7,902	\$6,557	\$7,333	\$8,100
E. Tennis, Golf, and Sailing Head Coaches & Hockey and Basketball Assistant Coaches	\$6,069	\$6,811	\$7,544	\$6,190	\$6,947	\$7,695	\$6,345	\$7,121	\$7,888
F. Baseball, Lacrosse, Soccer, Field Hockey, Softball, Track, Cross Country, Gymnastics, Sailing, and Volleyball Assistant Coaches	\$5,764	\$6,506	\$7,240	\$5,879	\$6,636	\$7,385	\$6,026	\$6,802	\$7,569
G. FHS School Cheerleading Coach	\$5,054	\$5,796	\$6,529	\$5,155	\$5,912	\$6,660	\$5,284	\$6,059	\$6,827
<i>*Per agreement with the FEA Lawrence coaches will receive 70% of this amount. →</i>	---	---	---	---	---	---	---	---	---
	\$3,537	\$4,057	\$4,571	\$3,608	\$4,138	\$4,662	\$3,698	\$4,242	\$4,779

A standing committee consisting of representatives from the District and Association is formed and charged with making recommendations and maintaining an accurate list of the extra-curricular and intramural programming described in Appendix B-2.

NOTES:

1. Substitute Head Football Coach to get \$100 additional per year.
2. All positions above are for extra duty without released time unless otherwise indicated. If released time, other than indicated, is granted for these positions, then the extra duty pay shall not apply.
3. In determining proper step placement, coaches shall receive full credit for previous coaching experience within the sport in Falmouth, regardless of the category classification of such experience.
4. When a conflict occurs between the fulfillment of the responsibilities of positions listed above and a member's other professional responsibilities, e.g. faculty meetings, the member will consult with the appropriate administrator to adopt a plan to minimize the impact of such conflict.

FACTORS GOVERNING COACHING STAFF SALARIES

LONGEVITY INCENTIVE: Head coaches for each activity will be eligible for a longevity incentive each year based on continuous service. An approved leave of absence will not count as a break in service in determining longevity, although no service will accumulate during the leave.

5 years \$100	10 years \$150	15 years \$200	20 years \$250
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ASSISTANT COACHES: In sports that have three (3) or more Assistant Coaches, one (1) individual will be designated as “First Assistant” and will receive an additional stipend of \$100.

DIFFERENTIAL: Differentials have been set between each category and will remain the same in future years. The differentials are as follows:

BETWEEN: GROUP	STEP 1	STEP 2	STEP 3
A/B	1,100	1,300	1,500
B/C	400	400	400
C/D	300	300	300
D/E	200	200	200
E/F	300	300	300
F/G	700	700	700

APPENDIX B-2
SCHEDULE OF SALARIES FOR CERTAIN EXTRA-CURRICULAR ACTIVITIES & INTRAMURAL PROGRAMS

	2019-20			2020-21			2021-22		
	STEP 1	STEP 2	STEP 3	STEP 1	STEP 2	STEP 3	STEP 1	STEP 2	STEP 3
I. Band Director	\$4,258	\$4,501	\$4,741	\$4,343	\$4,591	\$4,836	\$4,452	\$4,705	\$4,957
II. Yearbook & All-School Play Director (Musical)	\$3,770	\$3,892	\$4,013	\$3,845	\$3,969	\$4,094	\$3,941	\$4,069	\$4,196
III. Junior & Senior Class Advisors, Assistant Band Director & All-School Play Director (Non-Musical)	\$3,223	\$3,343	\$3,465	\$3,287	\$3,410	\$3,535	\$3,369	\$3,496	\$3,623
IV. Student Government, Art Show, Math Team Advisor, Well Grounded Club Advisor, Mock Trial Program, Science Fair Advisor, Band-Percussion Winter/ Spring, Band Assistant, All- School Play Assistant Director & Science/ROV	\$2,724	\$2,810	\$2,894	\$2,779	\$2,866	\$2,952	\$2,848	\$2,937	\$3,025
V. Freshman & Sophomore Class Advisors, Junior States of America, Art, Math, National, French & Science Honor Societies, A Capella Advisor & Choral Advisor, All-School Play Asst. Dir, Yearbook Photography Adv., United Nations Advisor, Clipper Log/Gifford St Writer's Advisor, Civic Leadership Project, Gay Straight Alliance Advisor & Best Buddies <u>Lawrence School</u> Student Activities, Math Team, Theater, Yearbook, Student/Faculty Town Meeting, Jazz Ensemble, Vocal Jazz & Fine Arts Advisors	\$2,256	\$2,286	\$2,372	\$2,301	\$2,331	\$2,419	\$2,359	\$2,390	\$2,480
VI. <u>Other Falmouth High School Club Advisors</u> French, Portuguese, Spanish, Latin, Clay, ECO, Psych Outreach Clubs & Tri-M Honor Society	\$565	\$597	\$624	\$577	\$609	\$637	\$591	\$624	\$653
VIIA. <u>Intramurals Group A</u> 4 days/week 1hr/session 10 week period	\$1,612	\$1,704	\$1,886	\$1,644	\$1,738	\$1,924	\$1,685	\$1,782	\$1,972
VIIIB. <u>Intramurals Group B</u> 3 days/week 1hr/session 10 week period	\$1,156	\$1,288	\$1,423	\$1,179	\$1,314	\$1,451	\$1,209	\$1,347	\$1,488

NOTE:

1. Head Advisor for each activity will receive an additional \$50 stipend per period. Stipends for other intramural activities of different time periods and other extracurricular activities will be prorated and based on Group A or B schedules. Prior service in extra-curricular and/or intramural programs will be used in determining step placement for above activities.
2. When a conflict occurs between the fulfillment of the responsibilities of positions listed above and a teacher's other professional responsibilities, e.g. faculty meetings, the teacher will consult with the appropriate administrator to adopt a plan to minimize the impact of such conflict.

APPENDIX C
SUPPLEMENTARY SALARY SCHEDULE FOR TEACHING & LEARNING, STUDENT SERVICES,
OR SPECIAL SUPPORT POSITIONS

This appendix lists positions that carry additional duties to coordinate, monitor, and/or supervise (without evaluation responsibility). Unless otherwise limited, the tasks that carry the stipend may require additional time in a school day or beyond the Unit A school year; but this expectation will not be unreasonable in the context of an “hourly” interpretation of the stipend.

Positions that are created on a one-year basis to pilot an idea or to meet a short term condition will not be listed.

Guidance Counselors (5-12 Adjustment Counselors are also included per Memorandum of Agreement eff. 8.14). The listed stipends for counselors are for a 194- day work year and for a workday of 7 ½ hours.

Based upon Master’s highest step of pertinent year.

1 st year	2 nd year	3 rd year
.070	.075	.080

A. Special Education Teachers

These supplemental salaries are for the teacher’s school year. Additional time, where applicable, shall be in addition to regular salary and prorated to the total annual contract. A requirement for positions receiving supplemental salary payment and annual increments is that teachers must meet the minimum special licensure requirements of the Massachusetts Department of Elementary and Secondary Education. Teachers who do not meet this requirement may receive only the first increment. The Learning Center, CONNECT Program, Therapeutic Intervention Program (TIP), Integrated Preschool, Kindergarten and First Grade Teachers and Language Based Learning Classrooms (grandfathered for only those employees assigned to an LBLC classroom prior to July 1, 2009) \$500

Position	2019-20	2020-21	2021-22
Prog Area Coor, K-12: Psychological Services, Art, Music, PE/Health, Nurse	\$3,911	\$3,989	\$4,089
Substitute Teacher Coordinator FHS	\$5,362	\$5,469	\$5,606
Substitute Teacher Coordinator Lawrence & Morse Pond	\$1,837	\$1,874	\$1,921
Task Leader Morse Pond	\$3,911	\$3,989	\$4,089
Seashore Program	\$377	\$385	\$394
Task Leader Lawrence Step 1	\$3,467	\$3,536	\$3,625
Task Leader Lawrence Step 2	\$3,683	\$3,757	\$3,851
Task Leader Lawrence Step 3	\$3,903	\$3,981	\$4,080
FHS Frosh Team Leaders Step 1	\$2,744	\$2,799	\$2,869
FHS Frosh Team Leaders Step 2	\$2,962	\$3,021	\$3,097
FHS Frosh Team Leaders Step 3	\$3,178	\$3,242	\$3,323
K - 4 Grade Level Leaders	\$1,939	\$1,978	\$2,027
5 & 6 Grade Level Leaders	\$2,845	\$2,902	\$2,974
Health & Safety Committee	\$487	\$497	\$509
Mentors Level 1	\$971	\$990	\$1,016
Mentors Level 2	\$487	\$497	\$509
Mentors Level 3	\$243	\$248	\$254

B. Employees who agree to perform professional work beyond the teacher workday, such as committee work, shall be compensated at the rate of \$35.00 per hour.

A joint Subcommittee shall be convened each May to review the positions in Appendix B and C. Any changes shall be recommended to the Parties. Any agreements to change made by the Parties shall then be reduced to writing in a Memorandum of Agreement. Then it shall be placed in the Collective Bargaining Agreement at its next printing.

When a conflict occurs between the fulfillment of the responsibilities of positions listed above and a teacher's other professional responsibilities, e.g. faculty meetings, the teacher will consult with the appropriate administrator to adopt a plan to minimize the impact of such conflict.

APPENDIX D JOB SHARING

The Falmouth School District is willing to consider the structuring of job sharing of self-contained classrooms by two teachers if such job sharing is determined under the following guidelines and procedures. Normally, job sharing relationships will only be considered on a full-year basis. In general, the school district prefers the consistency and continuity provided by one teacher full time.

Determination of Need: Starting and Ending a Shared Job; Duration

The determination of appropriate need of two teachers to share a group of students will be made by the principal in consultation with the Superintendent of Schools. In general, that need must be based upon significant family demands such as the care of young children or a spouse or parents with medical difficulties. Ordinarily, job sharing relationships will be established before the start of the school year, even if they are to begin at a later point. In most cases, with leaves starting after December, the remainder of the year will be completed on a long-term substitute basis, either full-time or part-time. No job sharing relationship can exist if the faculty member moving to part-time status is collecting sick leave pay for the balance of his/her time. The principal will review the level of need annually. If a successful job sharing relationship has been established, the principal may allow the continuation even if the original need no longer exists. However, if there are any issues with the effectiveness of the job sharing, the principal may declare that the position requires a full-time jobholder. The teacher who initiates the job sharing may declare at any time that he or she wishes that relationship to end at the close of that immediate school year. Any determination to end a job sharing before the end of a school year can be made only by the principal in consultation with Superintendent. In such a decision, the individual who held the position and initiated the job sharing will have the rights to the full-time position. If that determination cannot be made and if the two teachers have professional status in the Falmouth Public Schools, the teacher with the greater seniority will have the option for a full-time job and the teacher with the lesser seniority will be treated as a teacher on leave with rights determined in the contract for return from leave.

Job Sharing Leave

The District will grant one year of leave in the first year of the job sharing experience in order to protect the right of teachers to return to full time status if the arrangement is not optimal. However, in any subsequent year of job sharing, with the same partner or a different partner, an individual must decide to accept an unpaid leave of absence for the portion of time that is not being worked. Such job-sharing leave greater than one semester will count as one full year and, if less than one semester, the job-sharing leave will not count toward the one-year limitation. Furthermore, the one-year of job sharing leave, when taken as part of childrearing or maternity, will count as part of the maximum of two years allowed in relationship to each birth/adoption.

Determination of Job Sharing Partners

A close, cooperative, and collegial working relationship between the two people sharing a group of students is of critical importance. The final decision on the appropriateness of the partnership of two people for a job sharing situation will rest with the principal.

Determining Time Structures for Job Sharing

The principal of the school will work with the sharing teachers to establish the time structure, which is most appropriate for the needs of the students and teachers. In no case can the allotted time for two people amount to more than a 100% position. Common planning, while absolutely necessary to such a relationship, cannot be added as paid time for the individuals, beyond the full-time equivalent of one position. One basic division of time dictates that each of the two individuals will be in the classroom each day and will divide each day consistently through the week. The district preference is to avoid a variation in the division of each day. This time division allows a range of sharing from a fifty/fifty split to an eighty/twenty split of time. In this arrangement each teacher takes predominant responsibility for an established set of subject materials throughout the course of the year.

The second primary method of organizing time is by whole days with one teacher usually carrying three or four days a week and the other one or two days week. Such an arrangement allows either a sixty/forty or an eighty/twenty division of time. That division must be balanced across the year as approved by the principal to cover weeks shortened by vacation. In this arrangement, it is understood that one teacher, the one with the majority of time, must take predominant responsibility for planning the overall structure of the curriculum in order to achieve the expected outcomes for students. The teacher with the minority of time will carry out daily planning and development of lessons and assignments, and each teacher will correct the assignments that he or she has developed. Normally division of the week by whole days will keep each teacher's days as contiguous as possible.

Both teachers in a job sharing arrangement will be expected to attend faculty meetings and staff development days as part of their normal responsibilities. The principal may exercise discretion in this requirement. Relative to Meet Your Teacher Nights and other evening responsibilities, both teachers will be expected to be present at the school. The principal may use discretion in such assignments.

In the fulfillment of such responsibilities as the completion of report cards, parent conferencing or Special Education assessment reports; the two teachers will work with the principal to develop equitable responsibilities.

Teachers involved in job sharing arrangements must understand that additional parent meetings and contact may be necessary to explain such arrangements.

Compensation

Each teacher will receive the appropriate compensation and benefits as established in the contract for that prorated portion of the full time job which he or she carries, with the exception that only one person may receive health benefits in the case of a fifty/fifty split of time.

APPENDIX D
Clipper Time Handbook

