

AGREEMENT

Between

**THE TOWN OF BARNSTABLE
SCHOOL COMMITTEE**

And

**THE BARNSTABLE TEACHERS
ASSOCIATION**

Licensed Employee Unit

Effective September 1, 2012

TABLE OF CONTENTS

ARTICLE 1 Introduction	1
ARTICLE 2 Negotiation Procedure	1
ARTICLE 3 Grievance and Arbitration	2
ARTICLE 4 Class Size	4
ARTICLE 5 Duty Free Lunch.....	4
ARTICLE 6 Teaching Hours and Teaching Load	5
ARTICLE 7 School Assistants.....	7
ARTICLE 8 Transfers.....	7
ARTICLE 9 School Year	8
ARTICLE 10 Vacancies and Promotions	9
ARTICLE 11 Agency Fee and Dues Deduction	10
ARTICLE 12 Extended Leaves of Absence	12
ARTICLE 13 Positions In Summer School, Community School and under Federal Programs	14
ARTICLE 14 Teacher Performance Standards	14
ARTICLE 15 Professionalism.....	15
ARTICLE 16 Grading	16
ARTICLE 17 Teacher Facilities	16
ARTICLE 18 Use of School Facilities.....	17
ARTICLE 19 Temporary Leaves of Absence	17
ARTICLE 20 Specialists and Special Programs.....	18
ARTICLE 21 Teacher Employment.....	19
ARTICLE 22 Teacher Assignment.....	20
ARTICLE 23 Sabbatical Leaves.....	21
ARTICLE 24 Sick Leave	22
ARTICLE 25 Salaries	24
ARTICLE 26 Educational Improvement and Professional Development.....	25
ARTICLE 27 Textbooks	26
ARTICLE 28 Committee Rights.....	26
ARTICLE 29 No Strike	26
ARTICLE 30 Protection.....	26
ARTICLE 31 Waiver Provision	27
ARTICLE 32 Reduction in Force (RIF).....	27
ARTICLE 33 Longevity – Longevity Buyout	30
ARTICLE 34 Mentor Induction Program.....	31
ARTICLE 35 National Professional Board Certification.....	31
ARTICLE 36 Job Sharing.....	31
ARTICLE 37 Health and Safety.....	32
ARTICLE 38 Duration	33
APPENDIX A Teachers Salary Schedule.....	34
APPENDIX B Athletic Salary Schedule.....	36
APPENDIX C Extracurricular Activities and Miscellaneous Specialized Activities	41
APPENDIX D Other Compensation Rates	53

APPENDIX E Professional Development Board 54
APPENDIX F Joint Labor Management Committee..... **Error! Bookmark not defined.**
APPENDIX G BTA/BSC Medical Relief Fund 55
Personal Days/Temporary Leaves Form..... 56

AGREEMENT

This Agreement is made and entered into by the following Parties by and between the **School Committee of Barnstable** (hereinafter referred to as the Committee or the Employer) and the **Barnstable Teachers Association, Inc.** (hereinafter referred to as the Association).

ARTICLE 1 Introduction

A. The Committee recognizes the Association for the purposes of collective bargaining as the exclusive representatives of all professional teaching employees, registered nurses, Athletic EMT's and Athletic Trainers in the Barnstable School System (referred to in this Agreement as "employees" or "licensed employees." Excluded from the above are the following administrative positions:

Superintendent, Assistant Superintendents, Director of Finances, Director of Pupil Personnel Services, Director of Personnel, Principals, Assistant Principals, Athletic Director, Housemasters, Middle School Deans, unaffiliated Administrative Assistants, all members of B.A.O., and all other unaffiliated personnel.

B. If a new position is created or if the duties of a present position are changed, the parties shall discuss the appropriate unit placement of that position. If no agreement is reached, the matter shall be subject to the arbitration procedures set forth in Article III of this Agreement.

ARTICLE 2 Negotiation Procedure

A. Not later than October 15 of the calendar year preceding the expiration of this Agreement the Committee and the Association agree to enter into negotiations for a successor agreement.

B. Any agreement reached between the Committee and the Association will be reduced to writing and will be signed by the Committee and the Association.

C. Except as otherwise provided in Article 6 and other Articles of this Agreement, the School Committee policy with respect to wages, hours and other conditions of employment applicable on the effective date of this Agreement shall continue to be so applicable unless there is good justification for a change. Before any significant change or significant new policy is adopted, the Superintendent will notify the Association in writing that it is considering such action. The Association will have the right to negotiate

concerning the action prior to it being put into effect provided that it files such a request with the Superintendent within five (5) days after receipt of said notice.

ARTICLE 3 Grievance and Arbitration

A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may from time to time arise affecting the welfare or working conditions of employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. A grievance is a claim based upon an event or condition, which affects the welfare and/or conditions of employment of an employee or group of employees and/or the interpretation, meaning or application of any of the provisions of this Agreement or any subsequent agreement entered into pursuant to this Agreement.

C. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits to the aggrieved employee shall permit the aggrieved part or parties to proceed to the next step.

D. 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 acceptable of the decision rendered at that step; provided that any time limits may be extended by mutual consent.

E. Nothing herein contained will be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and if the grievance involves the interpretation, meaning or application of the Agreement that the Association has been given the opportunity to be present at such adjustment and to state its views.

F. Procedure

Level One (Building)

An employee having a grievance shall, with or without a representative of the Association, discuss it with the immediate supervisor of the employee and/or the principal within ten (10) school days of the occurrence on which the grievance is based, or within ten (10) school days of the date on which the employee had knowledge or reasonably should have had knowledge of the occurrence. Any meeting with reference to the above normally shall be held during non-class hours. If the grievance is of such a nature as to involve more

than one principal the grievance may be commenced at level two within the time limits specified above. It is understood that the Association may file any grievance on level one, with or without the teacher involved.

Level Two (Superintendent)

A. In the event that the grievance shall not have been satisfactorily resolved at Level One, or in the event that no decision has been reached within ten (10) school days after presentation of the grievance to the immediate supervisor and/or principal, the grievance shall be reduced to writing and referred to the Superintendent of Schools by the aggrieved employee or by the Association within five (5) school days of the disposition under Level One.

B. The Superintendent shall represent the School Committee at this level of the grievance procedure. Within ten (10) days after receipt of the written grievance by the Superintendent, s/he or his/her designee shall meet with the aggrieved employee and the Designated Representative of the Association in an effort to settle the grievance.

Level Three (School Committee)

In the event that the grievance shall not have been satisfactorily resolved at Level Two or in the event that no decision has been rendered within ten (10) school days after the Level Two meeting, the grievance shall be referred in writing within ten (10) school days of the disposition under level Two to the School Committee. At its next regular School Committee meeting or at a meeting called at the request of the Association for the purpose of considering the grievance, the School Committee shall meet with the Association in an effort to settle the grievance. If a special meeting is requested, it shall be held as soon as possible but in no event later than two (2) weeks after it has been requested.

Level Four (Arbitration)

A. In the event that the grievance shall not have been satisfactorily resolved at Level Three, or in the event that no decision has been rendered within ten (10) school days after the Level Three meeting, the Association may refer in writing within ten (10) school days of the disposition under Level Three, the unsettled grievance to arbitration, provided, however, that only grievances that involve the interpretation, meaning or application of this Agreement shall be subject to arbitration. The Arbitrator shall be selected by agreement between the parties. If the parties are unable to agree upon an arbitrator within ten (10) school days of the receipt by the School Committee of the Association's intention to proceed to arbitration, the selection shall be made by the American Arbitration Association, in accordance with its rules and regulations. The fees and expenses of the Arbitrator shall be shared equally by the parties.

B. The decision of the Arbitrator shall be final and binding on the Committee, the Association and any individual involved provided that the Arbitrator shall be without power or authority to modify or alter the terms of this Agreement.

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

D. If, by mutual agreement, a grievance meeting between Association and School Committee representatives is scheduled during school hours, individuals necessary to the processing of such grievance shall be released from class.

**ARTICLE 4
Class Size**

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

PreK	15
Kindergarten	25
Regular Classes	25
Special Education Classes	15
Home Economics	25
Industrial Arts	25

B. In the event that any classes exceed the figures listed above, the Superintendent, upon request, shall discuss the reasons therefor with representatives of the Association. Any suggestions made by representatives to alleviate the situation will be given serious consideration.

**ARTICLE 5
Duty Free Lunch**

Employees shall have a duty free lunch period equivalent in length to that of the students, provided that in emergency situations employees may be assigned duties during lunch periods as long as the assignment is in a fair and equitable manner. The employees lunch period will be when the cafeteria is open for the serving of lunch.

ARTICLE 6
Teaching Hours and Teaching Load

A. The Superintendent will maintain the current general policy with respect to work year, vacation periods, employee hours of employment, length of school day, schedule and workload. If the Superintendent deems that educational circumstances indicate that a minor change is warranted, s/he will notify the Association of the contemplated change and prior to making such change will provide the Association with every opportunity to present its views to the Superintendent. Any information or suggestions provided by the Association will be given serious consideration. If a substantial change is contemplated it shall be subject to negotiations between the parties.

The length of the employee workday at all levels shall be seven hours.

The starting and finishing time for employees may be flexible within the length of the workday provided here. The above should only apply to volunteers and employees hired subsequent to February 1, 2001.

B. Under normal circumstances two (2) building meetings per month may be scheduled. Such meetings shall normally be up to one (1) hour in length. The schedule for such meetings shall be provided to employees no later than the first day of school each year. Any changes in this schedule must be provided at least two (2) weeks in advance of the dates changed (except in cases of emergency). Employees shall make a good faith effort to attend rescheduled meetings. In unusual circumstances, additional meetings may be scheduled. All employees shall be required to attend up to three (3) evening meetings per year.

C. The present length of the student/employee day shall continue for the life of this Agreement.

1. At the K-5 level the time allotment for specialist programs will be made consistent in length throughout the system. Employees will be assigned a minimum of five (5) forty-five (45) minute preparation periods per week. Where practicable, Pre-K-5 employees shall be scheduled one (1) preparation period per day. Where practicable, employees in Pre-K-5 will be scheduled a minimum of twenty (20) minutes of preparation time per session. The Employer shall provide to the Association the schedules for all employees in each school (or the master schedule for each school, if it includes all assignments for all teachers, including preparation time) in writing, within seven (7) calendar days after the schedules are complete. On half-days, preparation periods will be scheduled on an equitable and proportional basis over the course of the school year by building principals.

2. If bus schedules necessitate a change in the beginning and ending times of the workday, no such change shall increase the length of the day. The employee workday at all levels shall not begin before 7:00 AM. The employee workday at all levels shall not begin after 9:00 A.M.

D. A teacher need not remain in the room when a specialist is in attendance.

E. All employees assigned to any one school for the entire school day, shall share equally in extra duty assignments not pertaining to their particular class. Grade level 9-12 employees shall be assigned four (4) teaching blocks and one (1) prep period and one (1) duty period not to exceed 65 minutes per 1.2 days. Grade level 6-8 employees may be assigned one (1) duty period and shall receive one (1) prep period of at least 45 minutes. The teaching time in grade level 6-8 shall not exceed 264 minutes per day. On half-days, preparation periods will be scheduled on an equitable and proportional basis over the course of the school year by building principals.

At the discretion of the principal, an employee may be assigned up to one (1) duty period per day for activities such as: team meeting, hall duty, lunch duty, bus duty, study hall, etc. A duty period at the Pre-K-8 grade level shall not exceed the time of a regular class per day.

The parties recognize the importance of common planning time in order to ensure effective implementation of various teaching strategies.

Employees shall continue to make every effort to provide special help and consultation to pupils as requested by pupil or parent.

F. The parties recognize the importance of keeping parents informed of student progress as an aid in the total development of the student. Employees in grade level 6-12 shall provide up to four (4) mid-term reports for all students. In the event that employees are required to generate those reports electronically (on applications software such as Aspen X2 Gradebook) the following conditions must be met prior to implementation:

1. Appropriate training for incumbent and newly hired employees will be provided by the employer during the school day (with coverage provided), and shall reoccur with any changes made in regards to software or hardware, including upgrades.

2. Reasonable consideration will be given to this process should there be technology failures that impact the timeliness of these reports.

3. Technology needs to be readily accessible to all employees having to generate such reports so that individual employee choices may be made between generating mid-term reports and report cards in school or elsewhere.

4. Online reporting of grades shall occur for the four mid-term reports as well as for the four report cards, but any additional reporting of grades will be done at the individual employee's professional discretion.
5. Employees may volunteer to use technology offered by the Barnstable Public Schools to assist in home/school communication in other ways but are not required to do so. Any mandatory additional use of electronic reporting technology applications such as Aspen X2 Gradebook is subject to negotiations.
6. If the administration determines that students or parents should receive paper copies of reports generated by employees electronically, the administration will be responsible for providing those paper copies.
7. The parties will appoint a joint committee composed of equal representatives of each party to monitor implementation of this section and advances in technology relevant to home/school communication. The joint committee will meet as needed and may recommend changes to this section to the parties as it deems appropriate.

ARTICLE 7 School Assistants

All grade level K-5 schools will be allotted a minimum of 50 hours of school assistant time per week. The assignment of school assistants will be made in an equitable manner based on need.

ARTICLE 8 Transfers

Although the Committee and Association recognize that some transfer of employees from one school to another is unavoidable, they also recognize that frequent transfer of employees is disruptive of the educational process and interferes with optimum employee performance. Therefore, they agree as follows:

- A. When a reduction in the number of teachers in a school is necessary, volunteers will be considered first.
- B. When the Administration determines that involuntary transfers are necessary pursuant to Article 8A above, or for other reasons, an employee's area of competence, major and/or minor field of study, quality of teaching performance, length of service in the Barnstable School System and needs of the school system shall be considered in determining which teacher is to be transferred. Employees being involuntarily transferred shall, where possible, be transferred only to a comparable position.

An involuntary transfer shall be made only after a meeting between the employee involved and the Superintendent (or his/her designee), at which time the employee shall be notified of the reasons for the transfer. In the event an employee objects to that transfer at this meeting, at the request of the employee the Superintendent or her/his designee shall meet with a representative of the Association to discuss the transfer.

C. A list of open positions in other schools shall be made available to all employees being transferred. The Administration in making involuntary transfers shall give consideration to the factors enumerated in Article 8B above.

D. Notice of transfer shall be given to employees as soon as practicable and under normal circumstances not later than June 1.

E. Employees desiring a transfer for the next school year shall submit a written request to the Superintendent stating the assignment preferred. In order to assure maximum consideration requests should be submitted between September 1 and March 1 of each school year. Requests must be renewed each year. Employees who submit requests for transfer will be guaranteed an interview. If an employee's request for transfer is denied, the administration will give the employee an explanation for the denial at the employee's request.

F. Before an employee is assigned or transferred to a particular school, the principal of the school in question shall be consulted regarding said assignments or transfer.

ARTICLE 9 School Year

A. The licensed employee salary schedule for the 2009-2010 school year is based upon a maximum of one hundred eighty-four (184) legal school days. Effective September 1, 2010, the teacher salary schedule is based upon a maximum of one hundred eighty-three (183) legal school days. The work year for unit employees will begin no earlier than the Monday preceding Labor Day and will extend no later than June 30th. The Friday preceding Labor Day will not be a scheduled workday. In regard to the two days prior to the opening of school, one day will be used for administrative meetings and the other for teacher preparation. Should the Committee extend the school year in excess of that amount, additional pro rata compensation will be paid. New teachers may also be required to attend a two (2) day orientation program prior to the opening of school.

B. The Association will be provided an opportunity for input prior to the scheduling of the school calendar.

ARTICLE 10
Vacancies and Promotions

A. Whenever any vacancy occurs in a promotional position during the school year (September to June), it will be adequately publicized by the Superintendent by means of a notice placed on the Association bulletin board in every school as far in advance of the appointment as practicable. During the summer recess period, written notice of any such promotional vacancy will be given to the Association. In both situations the prerequisites for the position, its duties, and rate of compensation will be clearly set forth. A promotional position is defined as any position paying a salary differential and/or any position on the Administrative or Supervisory level including but not limited to Superintendent, Supervisor, Director, Principal, Assistant Principal, and Department Head.

B. All employees will be given adequate opportunity to make application for such positions, and the Committee in making the appointment shall give consideration to the employee's area of competence, major and/or minor field of study, quality of teaching performance, length of service in the Barnstable School System and other relevant factors.

C. Vacancies, whether promotional or otherwise, which come to the attention of the Superintendent before July 1 and which are to occur during the school year commencing the following September, will be posted in accordance with Paragraph A of this Article.

D. Employees who have submitted requests for a transfer to another school, grade, or subject shall be considered when an appropriate vacancy occurs.

E. A vacancy in a position covered by the Contract occurs only when the employee holding the position separates from employment (e.g., through retirement, resignation, death, or dismissal), or when a new position is created. A vacancy does not occur when the employee holding the position is placed on a leave of absence (with or without pay) but remains employed by the District.

F. The date on which a vacancy occurs in a position covered by the Contract is the date on which the employee holding the position separates from employment. (For example, if an employee gives notice on September 15 of an intent to retire and actually retires on December 31, the vacancy occurs on December 31.)

G. Any vacancy in a position covered by the Contract will be filled as follows:

1. If there are 100 or more school days remaining in the school year on the date on which the vacancy occurs (as defined in Section F, above), the position will be filled by a regular employee who will be a member of

the bargaining unit, as defined in Article 1 of the Contract, in accordance with the procedures set forth in Article 10 of the Contract.

2. If there are fewer than 100 school days remaining in the school year on the date on which the vacancy occurs (as defined in Section F, above), the position may be filled by employing a professional employee in the bargaining unit or a long-term substitute employee at the Administration's discretion and then posted as a vacancy by the next following July, as provided in Article 10, Paragraph C, of the Contract.

H. If an employee holding a position covered by the Contract is granted a leave of absence for the full school year, the Administration may fill the position for the school year by posting the position in the manner provided in Article 10 of the Contract as a one-year position. When the employer is aware that such a position is to be filled for a full school year, the employee filling such position will be considered a member of the bargaining unit under Article 1 of the Contract.

I. When the contract requires a vacancy to be posted, under normal circumstances it will be posted for a minimum of 10 school days (or in the summer 10 business days). In emergency or extenuating circumstances, a vacancy will be posted for a minimum of five school days (or in the summer five business days).

ARTICLE 11

Agency Fee and Dues Deduction

A. As a condition of continued employment every employee covered by this Agreement who is not a member in good standing of the Association, shall pay or, by payroll deduction, shall have paid to the Association an agency service fee in accordance with state law, provided, however, that in no case shall such condition arise before the thirtieth day next following the date of the beginning of the employee's employment or the effective date of this Agreement, whichever date shall be the later.

B. The Committee agrees to deduct from the salaries of its employees dues or agency fee payments for the Barnstable Teachers Association - Massachusetts Teachers' Association or the National Education Association, or any one of such Associations as said teachers individually and voluntarily authorize the Committee to deduct and to transmit the monies promptly to such Association or Associations. Teacher authorizations will be in writing in the form set forth below:

MEMBERSHIP FORM

Name _____
Position _____
School _____
Date _____

MEMBERSHIP OPTIONS (Check One)

- _____ 1. Barnstable Teachers' Association
Massachusetts Teachers Association
National Education Association

- _____ 2. Agency Fee

CASH PAYMENT

I hereby authorize the Membership Chairperson of the Barnstable Teachers' Association, Inc., to bill me annually for current dues or agency fee as indicated above. I understand that payment is due no later than the date of the first payroll deduction for dues, ordinarily the first payroll period in November. If, for any reason the total current dues are not paid to the Treasurer of the Barnstable Teachers' Association, Inc., by December 31 as provided in Article 4, Section 3 of the By-Laws of the Massachusetts Teachers' Association, I hereby agree to have the Barnstable School Committee deduct from my salary the current dues in ten (10) equal amounts, under provision of the General Laws Chapter 180, Section 17C, of the above Associations. I also understand that I must notify in writing the Membership Chairperson of the Association at least sixty (60) days prior to the commencement of the school year if I wish to change to payroll deductions.

Signed _____

PAYROLL DEDUCTION - DUES AUTHORIZATION CARD

I hereby request and authorize the Barnstable School Committee to deduct from my earnings and transmit to the Associations checked above an amount sufficient to provide for regular payment of the membership dues or fees as certified by such Association in equal payments over the remainder of the school year and for succeeding school years. I understand that the Committee will discontinue such deductions for any school year only if I notify the Committee in writing to do so not later than sixty (60) days prior to the commencement of the school year. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization, and relieve the School Committee and all its officers from any liability therefore.

Signed _____

ARTICLE 12
Extended Leaves of Absence

A. The Superintendent agrees that up to two (2) employees designated by the Association may, upon individual request to the Committee, be granted a leave of absence (Association Leave) 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 an employee will be considered as if s/he were actively employed by the Superintendent during the leave and will be placed on the salary schedule at the level s/he would have achieved if s/he had not been absent. An employee may be granted only one leave during his/her lifetime.

B. A leave of absence without pay of up to two and one half (2-1/2) years will be granted to any employee who joins the Peace Corps, VISTA, or serves as an exchange teacher, and is a full time participant in any of such programs. Upon return from such a leave an employee will be considered as if s/he were actively employed by the Committee during the leave and will be placed on the salary schedule at the level s/he would have achieved if s/he had not been absent.

C. Military leave will be granted to any employee who is inducted in any branch of the armed forces of the United States. Upon return from such leave, an employee will be placed on the salary schedule at the level, which s/he would have achieved had s/he remained actively employed in the system during the period of her/his 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 employee's immediate family. The exercise of such discretion will be reasonable. Additional leave may be granted at the sole discretion of the Committee.

E. The Superintendent may grant a leave of absence without pay or increment to any employee to campaign for, or serve in public office. The exercise of this discretion will be reasonable. An employee may be granted only one (1) such leave during his/her lifetime.

F. A maternity/paternity/adoptive-parent leave of absence without pay of up to two years will be granted to an employee who is pregnant or who adopts a child five years old or younger (as of the date when the child is placed with the employee for adoption).

1. An employee must give the Superintendent at least 30 calendar days in advance written notice before the maternity/paternity/adoptive-parent leave is to begin, unless it is not practicable under the particular

circumstances to do so, in which case notice must be given as soon as practicable.

2. An employee who initially notifies the Superintendent of an intent to take maternity/paternity/adoptive-parent leave of less than two years may apply to the Superintendent for an extension. The granting of an extension is discretionary and not subject to the grievance and arbitration, except as provided under Section 8 below.

3. An employee on maternity/paternity/adoptive-parent leave accrues no paid sick leave or other benefits during the period of the leave.

4. An employee on maternity/paternity/adoptive-parent must give the Superintendent written notice of the employee's intention to return to school the following September by March 15 or within four weeks following the birth or adoption of the employee's child, whichever is later.

5. On return from maternity/paternity/adoptive-parent leave, an employee returns to the step of the salary schedule on which the employee had been placed before the leave began except that an employee who works in a satisfactory manner for 100 school days or more during the school year is entitled to receive a step increase for that year.

6. At the end of maternity/paternity/adoptive-parent leave, an employee is entitled to be returned as soon as possible to the employee's former position or, if the former position is not available, to a position for which the employee is qualified. If no position for which the employee is qualified is available at the end of the leave period, the employee is entitled to the first available position for which the employee is qualified regardless of the two-year limitation. In no event must an employee be returned in the midst of a school year.

7. An employee who is pregnant may use paid sick leave for a period not to exceed the period or periods of the employee's incapacity or eight weeks, whichever is longer. As used in this paragraph, "incapacity" means inability to work due to pregnancy or childbirth, treatment therefor, or recovery therefrom. It is understood by the parties that sick leave is included in the outside limit of leaves provided in this section.

8. Maternity/paternity/adoptive-parent leave in the Barnstable Public Schools will comply with applicable State and Federal law.

9. If both parents are employees of the district, only one is eligible for this benefit and the other may be eligible for FMLA.

G. Leaves of absence may be granted at the discretion of the School Committee for any reason not listed. Such leaves must be requested by

January 15 of the school year prior to the commencement of such leave. Leaves shall not be unreasonably withheld.

H. Leave for Association President. The President of the Barnstable Teachers Association will, upon request, be granted a leave of absence with pay during the time that individual serves in the office of President. The Association will reimburse the School Committee for the salary and insurance benefits paid to the President during the leave.

ARTICLE 13
**Positions In Summer School,
Community School and under Federal Programs**

A. All openings for summer school and community school positions will be adequately publicized by the Superintendent in each school building as early as possible and employees who have applied for such positions will be notified of the action taken regarding their applications as early as possible.

B. Positions in the Barnstable Summer School and Community School will be, to the extent possible, filled first by regularly appointed teachers in the Barnstable School System where those teachers possess the necessary qualifications.

C. All employees will be given adequate opportunity to make application for these positions in summer school, community school and under Federal programs. The Superintendent shall give consideration to an employee's area of competence, major and/or minor field of study, quality of work performance, length of service in the Barnstable School System, previous experience in Barnstable Summer or Community School and other relevant factors.

ARTICLE 14
Employee Performance Standards

A. Supervision of employees will be conducted professionally, openly and with full knowledge of the teacher. Employees will be given a copy of any evaluation report prepared by an administrator and will have the right to discuss his report.

B. Employees will have the right to review the contents of their personnel file, which shall be in one central location. No material derogatory to an employee's conduct, service, character, or personality will be placed in his/her personnel file unless the employee has had an opportunity to review the material by affixing her/his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the

Superintendent and attached to the file copy. Medical records maintained by the District, which are also personnel files, shall be kept in separate, confidential files in one central location.

C. No complaints by individuals such as parents, employees or students may be used to the detriment of the employee unless brought to the attention of the employee at the time it was made or within one (1) week thereafter and the identity of the complainant, if known, shall be made known to the employee.

D. The Association recognizes the authority and responsibility of the principal for disciplining or reprimanding an employee for delinquency of professional performance. If an employee is to be disciplined or reprimanded by a member of the administration or if the principal has another person present with her/him, s/he will be entitled to have a representative of the Association present.

E. No professional employee who has attained professional teacher status under M.G.L. c. 71, §41, and no professional employee who is ineligible to attain professional teacher status under M.G.L. c.71, §41, but who has served as a professional employee in the Barnstable Public Schools for at least three consecutive school years, as defined under the law, will be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Massachusetts General Laws c.71 shall be the exclusive recourse for professional employees whose employment is terminated whenever such recourse is available under c. 71. This just cause provision does not apply to coaching positions, department heads, or extracurricular activity advisors.

F. Upon the recommendation of the Principal, the Superintendent may grant early professional status to eligible employees who have at least one year's service in this system.

G. Each employee hired after June 30, 2009, must take and complete the Skillful Teacher course within the employee's first eight years of employment as an employee in the district. The Committee will offer the course at least once each school year at no cost to employees and will ensure that every employee who requests to take the course is able to do so within 12 months of such request. This requirement does not apply to any employee who can demonstrate that he or she took and completed the course prior to being employed as an employee in the District.

ARTICLE 15

Professionalism

The Committee and the Association recognize that teaching is a professional endeavor, and in order to promote the creative growth and quality of the

Barnstable School System, it is desirable that the employee exercise discretion in determining, within established guidelines, the substance, organization and presentation of a course of study.

ARTICLE 16

Grading

- A. If there are any question as to an employee's grades, which cannot be resolved between the principal and the employee, the process will be as follows: A committee composed of two (2) administrators appointed by the Superintendent with the final approval of the School Committee and two (2) employees appointed by the Association shall examine the fact surrounding the question and shall determine whether the employee's grades were correct.
- B. If a majority of the committee agreed upon a determination, they shall so report and that determination shall be final and binding.
- C. No administrator or employee in the school where the question exists shall serve on the committee.
- D. If a majority of the committee does not agree, the question shall be submitted for resolution to an impartial person agreed upon by the School Committee and Association. If no agreement on such person is reached within ten (10) school days of the committee's report, the selection shall be made under the procedures of the American Arbitration Association.
- E. The impartial person after a hearing shall issue a determination. Such determination shall be final and binding.
- F. The costs for the impartial person shall be borne equally by the Association and the School Committee.

ARTICLE 17

Employee Facilities

- A. Where practical, each school will have the following facilities:
1. Space in each classroom in which employees may safely store instructional materials and supplies;
 2. An employee work area containing adequate equipment and supplies to aid in the preparation of instructional materials;
 3. An appropriately furnished room, which will include a telephone, to be reserved for the exclusive use of the employees as a faculty lounge. Said room will be in addition to the aforementioned employee work area;

4. A serviceable desk and chair for the employee in each classroom;
 5. A communication system, so that employees can communicate with the main building office from their classroom;
 6. A well-lighted and clean male employee rest room and a well-lighted and clean female rest room; and
 7. A separate, private dining area for the exclusive use of the employees that will include a refrigerator(s) and microwave oven(s).
- B. If required, an adequate portion of the parking lot at each school will be reserved for employee parking.

ARTICLE 18 Use of School Facilities

- A. The Association will have the right to:
1. The reasonable use of school buildings without cost for meetings upon obtaining permission from the Superintendent of Schools. Such permission will not be unreasonably withheld.
 2. Use athletic facilities and equipment at the schools without cost, where possible one (1) evening each week. The schedule and other related matters will be arranged in advance with the Superintendent of Schools.
- B. 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 his/her 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.

ARTICLE 19 Temporary Leaves of Absence

- A. Employees may be granted the following temporary leaves of absence with pay each school year.
1. Up to three (3) days for such matters of religious, legal business, household, family or other personal matters which require absence during school hours. Application for personal leave will be made at least twenty-four (24) hours before taking such leave (except in case of emergencies)*. The reason for the personal day must be stated if the day to be used is the day before or the day after a holiday or a school

vacation. The approval of the Superintendent is required for days immediately before or immediately after a holiday or school vacation. Personal days are not to be used in pursuit of outside occupations.

2. At least one (1) day for the purpose of visiting other schools or attending meetings or conferences of an educational nature.
3. Time necessary for Association representatives to attend Massachusetts Teachers' Association and/or National Education Association conferences and conventions and to conduct Association business.
4. Up to four (4) days in the event of serious illness requiring bedside or household attention by the employee for a spouse, child, parent, sibling or any member of the immediate household. In addition, an employee may draw from accumulated sick days to care for a spouse, child, or parent with a "serious health condition," subject to eligibility under the Family Medical Leave Act of 1993 (FMLA).
5. All employees shall be allowed a period of no more than five (5) consecutive business days' leave without loss of pay or sick leave each time there is a death in the family of said employee. Family is defined to include parents, stepparents, siblings, stepsiblings, spouse, children, parents-in-law, grandparents, grandchildren, or anyone residing in the employee's household. At the discretion of the Superintendent, an employee will be allowed such a leave for a death of a person not listed above.
6. Any employee who is a member of a reserve component of the Uniformed Services of the United States or of the State National Guard will be granted leave in accordance with applicable federal and state law.
7. Up to two (2) days for religious holidays that require the member not to work. Request must be made thirty days before the holiday or in the first week of school if the holiday falls within thirty days of the opening of school.

B. Requests for leave under this Article shall not be unreasonably withheld.

* The Superintendent or her/his designee may make exceptions.

ARTICLE 20

Specialists and Special Programs

The Committee and the Association recognize the fact that an adequate number of competent specialists is essential to the operation of an effective educational program.

To this end, the School Committee, absent unusual circumstances, will not reduce the number of specialists employed in the school system and where circumstances warrant, will strive to increase their number.

Any reduction in force shall be in compliance with the Reduction in Force Article of this Agreement.

ARTICLE 21 Employment

A. All such credit for initial placement on the salary schedule shall be at the discretion of the Superintendent. Additional credit not to exceed two (2) years will be granted for employees drafted into military service. Credit may also be given for related work experience.

B. The rights of employees returning from an authorized leave of absence will be as set forth in Article 12.

C. No non-degree person shall be newly hired as a classroom teacher in the Barnstable School System either on a regular, part-time or substitute basis. This shall not apply to individuals who are certified.

D. Additional credit may be given at the discretion of the Superintendent to an employee upon initial employment in positions which are difficult to fill. The Association shall be notified that such action has taken place and the reasons thereof. The salary of any employee in the same subject or in the case of the elementary school in the same grade shall be raised to equal that of the incoming employee.

E. C.O.R.I. Checks.

1. The Superintendent may delegate the request procedure for C.O.R.I. reports to the Executive Assistant to the Superintendent. The Superintendent shall be the gatekeeper for all C.O.R.I. reports. The Superintendent shall receive, review and store all C.O.R.I. reports. All C.O.R.I. reports shall be maintained in a separate, secure file in the office of the Superintendent. At the discretion of the Superintendent, the Executive Assistant to the Superintendent may receive and file employee C.O.R.I. reports, provided that performance of such responsibility is in conformance with the General Laws of Massachusetts and the Agreement.

2. A principal may have access to the C.O.R.I. report of an employee about whom s/he is making an employment decision (such as a decision to hire or transfer an employee, to suspend an employee under M.G.L. c. 71, § 42D, or to dismiss an employee under M.G.L. c. 71, § 42).

3. Employees shall be notified that C.O.R.I. reports are being requested and when such request is actually made. Employees shall sign the request form. Individual C.O.R.I. reports shall not be requested more than once every three years, except for good cause. Employees shall be notified, in writing, when their reports are received. Employees shall be provided an opportunity to view such report and upon request shall be provided with a copy. Upon termination of employment, the employee shall indicate, in writing, if s/he elects to be given his/her report. Otherwise, such report shall be destroyed (except that if the termination of employment is based on the C.O.R.I. report, the report may be retained until any employee or Association challenge to the termination is finally concluded or the applicable time period for challenging the termination has expired, whichever is first).

4. At the employee's option, s/he may be represented by the Association in any meeting arising out of a review of a C.O.R.I. report. Any personnel actions arising from the review of a C.O.R.I. report are subject to the terms and provisions of the Agreement and the General Laws of Massachusetts.

ARTICLE 22

Employee Assignment

A. Under normal circumstances the employees will be notified by the Administration in writing of their programs for the upcoming school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, by June 1 of the current school year. Changes in such programs may be made after June 1, if the Administration deems it necessary, and the employees involved in the change will be notified as soon as possible. Supplementary schedules of supervisors will be provided for elementary teachers for planning purposes in areas of art, health, physical education and music. Such supplementary schedules will be submitted, as soon as practicable and under normal circumstances, not later than one (1) week prior to the opening of school.

B. To the extent practical, changes in grade assignment in the elementary schools and in subject assignment in the secondary schools, will be voluntary.

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

D. In arranging schedules for employees who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such employees will be notified of any changes in their schedules as soon as

practicable. Employees who are assigned to more than one school in any one school day will be reimbursed for all inter-school driving done by them at the mileage rate authorized from time to time by the Internal Revenue Service.

E. Employee assignments will be made as provided by law without regard to race, creed, color, religion, nationality, sex or marital status.

ARTICLE 23 Sabbatical Leaves

The School Committee of the Town of Barnstable, upon the recommendation of the Superintendent of Schools, may grant a leave of absence for study or research to any employee having served seven or more years within the Barnstable schools. The purpose is to increase her/his professional ability. Such leave is to be for a period not exceeding one year, at a salary agreed to by the parties entering said agreement, but in no event less than one-half pay, provided that prior to the granting of such leave, said employee shall enter a written agreement with the School Committee. Upon termination of such leaves, s/he will return to service in the public schools of Barnstable for a period of at least three years. If in default of completing such service, the employee will refund to the town an amount equal to such portion of salary received while on leave.

Requests for leave of absence shall be made before January 15 of the school year previous to the school year for which leave of absence is requested.

Applications and Selections

Application must be filed with the Superintendent no later than January 15 for leave of absence for the entire or first semester of the following school year, and not less than six months prior to the second semester. In the event a number of applications are received, the following factors will be taken into account in assigning leave:

1. Educational value of the proposed project to the school system.
2. Length of service in the Barnstable Public School System.
3. Representation of areas of teaching in the system (i.e., Middle School, High School, Elementary, Special).
4. Priority of application (date).

During the course of the Sabbatical Leave, brief monthly progress reports shall be made to the Superintendent of Schools.

If possible, on return to Barnstable, an employee will be assigned to the position that s/he held before leaving Barnstable; otherwise an assignment will be made which is acceptable to both parties.

An employee returning from Sabbatical leave shall be placed on the salary step schedule s/he would have attained had s/he remained in the school system, and shall be eligible for insurance benefits while on leave. No employee may reapply for a second Sabbatical Leave unless he or she has completed seven consecutive years since her/his last leave.

ARTICLE 24 Sick Leave

A. On July 1 employees shall receive fifteen (15) sick days per year and sick leave days may be accumulated up to a limit of two hundred fifty (250) days. The maximum accumulation shall be effectuated on June 30 each year or upon leaving employment. The Superintendent or his/her designee may request a health provider's certification of illness or injury after a teacher uses five (5) consecutive sick days.

B. Sick Leave Bank - The sick leave bank presently in existence shall be continued. The bank shall be maintained at a minimum of one (1) day per bargaining unit member and a maximum of two (2) days, for utilization by employees whose own sick leave accumulation, both annual and accumulated, is exhausted through illness or accident and who require additional sick leave to make full recovery from an illness or accident.

The initial grant of sick leave by the sick leave bank committee to an eligible employee shall not exceed thirty (30) days.

Upon completion of the thirty (30) day periods, 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 four (4) members. Two (2) members shall be designated by the School Committee to serve at their discretion and two (2) members shall be designated by the Association. If a tie in voting occurs, relative to the use of sick leave bank days, the decision shall be in favor of the applicant. 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 the eligibility and amount of leave:

1. Adequate medical evidence of serious illness.
2. Prior utilization of all eligible sick leave and personal leave (which can be used for illness or injury).

3. Length of service in the Barnstable School System.
4. Propriety of use of previous sick leave.

An applicant must submit to the sick leave bank committee a Certification of Health Care Provide for Employee's Serious Health Condition (U.S. Department of Labor Form WH-380-E as of July 1, 2009) from the applicant's health care provider.

If the sick leave bank is exhausted, it shall be renewed by the contribution of one additional day of sick leave by each employee covered by this Agreement. Such additional days will be deducted from the employee'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.

By December 1, 2009, and September 30 of each succeeding year, the Committee will report to the Association the number of sick days in the sick leave bank as of the end of the preceding school year.

The decision of the sick leave bank committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.

C. If an employee has reached the maximum accumulation of sick leave in accordance with Section A of this Article, the days to which the employee would be entitled which are not credited to the employee's sick leave account because of being over such maximum shall be credited to the sick leave bank.

D. Any employee with five or more years of service in Barnstable who has no absences during a marking term will be entitled to a \$100 per-marking-term attendance incentive (for a total of up to \$400 for the year) to be paid within 30 days of the end of the school year. Neither an approved professional development day nor a day of jury duty for which an employee is summoned will constitute an absence for purpose of the attendance incentive plan.

E. A sick day buy-back plan is established as follows:

1. An employee who retires or dies with at least 10 years of service in Barnstable will be paid for each accumulated sick day in accordance with the following table.

<i>Years of Service</i>	<i>Accumulated Sick Days</i>	<i>Payment</i>
At least 20 years	At least 180 days	\$25 per day
15-20 years	At least 180 days	\$20 per day
14 years	At least 160 days	\$20 per day
13 years	At least 150 days	\$20 per day
12 years	At least 145 days	\$20 per day
11 years	At least 135 days	\$20 per day

<i>Years of Service</i>	<i>Accumulated Sick Days</i>	<i>Payment</i>
10 years	At least 125 days	\$20 per day

2. The employee shall provide written notice to the Superintendent of the employee's intent to utilize the sick leave buy-back option on or before the November 1 immediately prior to the employee's retirement date, when such date takes effect at the end of that school year. (For example, an employee retiring on the last day of the 2013-2014 school year must have provided written notice on or before November 1, 2013.) Payment for such buy-back option shall be made on or before the July 15 immediately following the effective date of such retirement. In cases where the effective date of retirement is prior to the last day of the school year, the employee shall provide such written notice to the Superintendent by the December 1 immediately preceding the school year in which the effective date of retirement shall occur. (For example, an employee retiring on March 1, 2014, must have provided written notice on or before December 1, 2012.) Payment of the buy-back option shall be made within thirty (30) days following the effective date of retirement.

- a. Failure to comply with foregoing notice requirements forfeits any entitlement to sick leave buy-back.
- b. Notice given under Paragraph 3 of an employee's intent to utilize the sick leave buy-back option also constitutes the employee's notice of intent to retire and is irrevocable, except that in extraordinary circumstances the Superintendent may allow an employee to rescind a notice of intent to utilize the sick leave buy-back option/notice of intent to retire. Any such decision by the Superintendent is non-precedent-setting and not subject to the grievance or arbitration provisions of this Agreement.

3. In the case of the death of an eligible employee, payment will be made to the employee's estate within three months of the employee's death.

ARTICLE 25

Salaries

A. The salaries of all persons covered by this Agreement are set forth in Appendices A, B, C and D which are attached hereto and made a part hereof.

B. The Committee and Association agree that merit pay is an inappropriate form of compensation within the collaborative and cooperative nature of the Barnstable Public Schools. Further, the Committee and Association shall not enter into any such future agreements between themselves or together or individually with a third party that contains merit pay. Merit Pay is defined to

mean compensating individual employees based on his/her own performance or the performance of students by whatever measure.

ARTICLE 26
Educational Improvement and Professional Development

A. Subject to the following provisions, the Committee will pay the cost of tuition and course fees for in-service courses or graduate-level courses at accredited colleges, universities or professional training schools which are taken with the advance approval of the Superintendent or his/her designee.

1. Where possible, approval shall be sought at least thirty (30) days prior to the commencement of the course.
2. Course reimbursement will be at a maximum of \$1,000 per unit member, per year, regardless of the number of courses taken.
3. For purposes of course reimbursement, the start date of a course determines the course reimbursement period in which the course is taken. Reimbursement periods run from July 1 through June 30. For example, if an employee (after obtaining the approval required by this article) starts a course on June 29, 2010, and completes the course on August 24, 2010, the applicable reimbursement year for the course is the 2009-2010 contract year.
4. To be entitled to reimbursement the employee must have completed the course with a grade B- or better. The superintendent will be authorized to grant approval for CEUs where appropriate (e.g., for personnel other than teachers who have separate or additional licensure requirements).
5. Subject to the advance approval requirement and course reimbursement maximum set forth above, a licensed employee whose position requires licensure other than an educator license issued by the Department of Elementary and Secondary Education will be reimbursed for the cost of tuition and fees for courses/offering that result in an award of continuing education credits that directly relate to maintaining the employee's non-DESE license. The employee must obtain the approval of the Superintendent or his/her designee to attend any course/offering during the employee's workday.

B. The Committee will pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by employees who attend workshops, seminars, conferences, or other professional improvement sessions at the request and/or with the advance approval of their principal or immediate superior, as budgeted.

C. The Committee will grant employees one (1) in-service credit that will be valid on the employee salary schedule (Appendix A) for the successful completion of a fifteen (15) hour in-service workshop series that has been approved and offered through the Professional Development Board. PDPs will be allocated to the presenter and participants in accordance with state recertification regulations. The presenter of these workshops and those who present graduate level courses will receive two (2) in-service credits for a first-time presentation.

ARTICLE 27
Textbooks

Textbooks shall be selected in accordance with curriculum and instructional goals as defined by employees, administrators, and as approved by the School Committee.

ARTICLE 28
Committee Rights

Nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty heretofore possessed by the School Committee except where such right, power or duty is specifically limited by this contract.

ARTICLE 29
No Strike

The Association agrees that they will not cause, condone, or sanction or take part in any strike, walkout, slowdown or work stoppage.

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 30
Protection

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

B. This report will be forwarded to the Committee, which will comply with any reasonable request from the employee for information in its possession relating to the incident or the person involved, and will act in appropriate ways

as liaison between the employee, the police and the courts. In addition any student involved in such an assault will be promptly and properly disciplined after the responsibility has been established.

C. If criminal or civil proceedings are brought against an employee alleging that s/he committed an assault in connection with his/her employment, the Committee may furnish legal counsel to defend him/her in such proceedings if s/he requests such assistance. If the Committee does not provide such counsel and the employee is exonerated, then the Committee shall reimburse the teacher for reasonable counsel fees incurred by her/him.

ARTICLE 31 Waiver Provision

A. 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.

B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 32 Reduction in Force (RIF)

A. It is recognized that the Barnstable School Committee has the sole and exclusive right to eliminate professional staff consistent with the law.

B. When a reduction in the licensed employee staff is necessary because of a decrease in student enrollment, changes in curriculum, shortage of funds, changes in use of instructional personnel, or for other reasons approved by the School Committee, the Superintendent shall determine the area, subject, level or programs that will lose staff positions and recommend them to the Committee for action.

C. Insofar as reasonably possible, employees without professional teacher status will be dismissed before employees with professional teacher status.

1. Dismissal of employees with professional teacher status within a discipline due to a reduction in force will be based upon lengths of

continuous service in the Barnstable Public Schools provided there is no significant difference in quality of performance. In case of a dispute as to the existence of a significant difference, the School Committee will have the burden of going forward to demonstrate the significant difference. In case of a dispute, the comparison with respect to quality of performance will be between the RIF'd teacher and the least senior employee in the discipline.

2. Dismissals due to reduction in force will be preceded by notice prior to June 15 or sooner, if possible.
3. An employee with professional teacher status who is notified of a dismissal due to reduction in force shall have the opportunity to receive a RIF Leave of Absence in lieu of dismissal. Such leave of absence shall be for a twelve (12) month duration. In order for an employee to elect the RIF Leave of Absence, the employee must, within ten (10) days of written notification from the Superintendent of intent to recommend dismissal, execute on a form agreed to by the Parties, a waiver of any present or future rights under Chapter 71, Section 42 of the Massachusetts General Laws. Should the employee accept recall, said waiver is null and void.
4. Employees with professional status on a RIF Leave of Absence shall be entitled to recall to vacant positions in the discipline, which they worked at the time of the RIF Leave of Absence or for any position for which they are actively certified. Should two or more employees be eligible for the same position, the employee will be selected in accordance with the Criteria of Article 32, Section C-1.
5. Disciplines within the meaning of this Article shall be as follows:

Elementary

K-5/Title 1/Reading/Pre-School/Prevention Specialists/
Gateway Teachers/Co-Teachers
Counselors
Special Education by Certification

Specialist by Certification

Art
Physical Education
Health
Librarians
Music
- Instrumental
- Vocal
Nurses
ELD
School Psychologists
Adjustment Counselors/Licensed Social Workers

Intermediate/High School by Subject & Licensure

- a) Grades 6-7
- b) High School 8-12
 - 1. English
 - 2. Mathematics
 - 3. Science
 - 4. Social Studies
 - 5. World Languages
 - 6. Counselors
 - 7. Reading/Title 1
 - 8. Tech Education
 - 9. Home Economics
 - 10. Business Education
 - 11. Special Education by Licensure

- 6. Employees on the recall list will be given first priority in filling substitute-teaching vacancies in their field.
- 7. When a vacancy occurs, the appropriate employees on the recall list will be notified.
- 8. Failure to accept the offer in writing within ten (10) days of notification shall result in removal from the recall list.
- 9. Length of service in the Barnstable Public Schools shall be determined by:
 - a) First day of employment in a permanent bargaining unit position in the Barnstable Public Schools.
 - b) In case of a tie, date of appointment by the Superintendent to a permanent professional position. In case of a further tie, a lottery will be held, in the presence of an Association representative.
 - c) A leave of absence shall not interrupt continuous service.
 - d) Seniority is not dependent on full-time or part-time status; provided that:
 - 1) Part-time employees cannot bump full-time teachers with less seniority if part-time positions are available.
 - 2) Part-time employees may bump less seniority full-time teachers if no part-time positions are available.
 - 3) Full-time employees may bump less senior part-time employees if no full-time positions are available.

D. The employer 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 length of service as defined in section C.9 of this article. However, the format may be by discipline provided that, where applicable, each employee's alternate areas of licensure are also included.

ARTICLE 33
Longevity – Longevity Buyout

A. Longevity payments under this section shall be paid in a separate, lump sum check with the second paycheck in November.

	2012-13	2013-14	2014-15
From max. to 15 years of service in Barnstable	\$1,100	\$1,200	\$1,200
After 15 years in Barnstable	\$1,200	\$1,300	\$1,300
After 20 years in Barnstable	\$1,300	\$1,400	\$1,400
After 25 years in Barnstable	\$1,400	\$1,500	\$1,500
After 30 years in Barnstable	\$1,500	\$1,600	\$1,600

A teacher hired prior to February 1 of their entry year shall be given credit for the full year.

B. Bargaining unit members with fifteen (15) completed years of service in Barnstable may elect longevity payments of \$3,500 for year one; \$3,700 for year two; and \$3,800 for year three. Longevity payments specified in Section A of this Article will cease upon acceptance under Section B of the Article. Bargaining unit members will be entitled to the entire sum of \$11,000 regardless of date of retirement or reduction in force. Payment will continue until the remaining credit is exhausted if an entitled unit member retires or is subject to a reduction in force. Annual longevity buyout payments shall be made in a separate, lump sum check with the paycheck closest to June 15. (References in this section to “year one,” “year two,” and “year three” are to the first, second, and third years of a bargaining unit member’s longevity buyout, not to the first, second, and third years of the Contract). Upon retirement, bargaining unit members shall receive any remaining buy-out amount in one lump sum payment.

C. Application is required by November 1 of the school year preceding the date of the longevity buyout.

D. Any bargaining unit member who wishes to receive a longevity or longevity buy-out payment pursuant to this article as a payment to his/her 403(b) account must notify the payroll office no less than four (4) months before such payment, including the amount to be paid to the 403(b). This

amount, added to a bargaining unit member's annual deductions may not exceed the 403(b) cap established by the IRS.

ARTICLE 34
Mentor Induction Program

The Professional Development Board will oversee the Mentoring Induction Program.

ARTICLE 35
National Professional Board Certification

The School Committee encourages its professional staff to engage in the process of attaining National Professional Board Certification. Therefore, the School Committee agrees to pay the \$500 (five hundred dollar) registration fee for up to twenty (20) candidates per year. In addition, all candidates attaining this certification will receive additional compensation of \$2000 per year. It is understood that this stipend is in lieu of any mentor stipend given during the year. This stipend will only be paid to an employee with this certification who participates in the Mentor Induction Program as a mentor and/or as a National Professional Board Certification participant of prescribed Massachusetts Department of Education activities.

ARTICLE 36
Job Sharing

Job Sharing is defined as an experience in which two employees from the same grade level or department share one position. Job Sharing may occur under the following circumstances:

- A. Job share requests will be considered on a year-by-year basis. Job sharing shall occur by agreement among the administration and the two job sharing employees. The Association shall be informed, in writing, of all job sharing proposals and agreements.
- B. Participation by employees in a job sharing position shall be voluntary.
- C. Employees jointly holding a job share position shall attend, without additional compensation, all meetings which are required by the provisions of this collective bargaining agreement and all half and whole in-service days. If an in-service day is held on a day on which a job share employee is not scheduled to work, the school department's child care facilities will be made available to that teacher without charge for the duration of the in-service session.

D. Only one of the two job share partners will be eligible for full-time health benefits. The job share partners shall mutually agree, in writing, to the health benefit arrangement. The result will be a cost neutral impact upon the school system.

E. Requests for job sharing shall be submitted to the building principal no later than March 1st for implementation in the subsequent school year.

F. The building principal must initially approve all job share requests with final approval to be granted by the Superintendent of Schools.

G. The principal and the two job share partners will mutually set a schedule with regard to work hours which shall ensure that job share responsibilities are equally shared between the two employees.

H. Job share employee will do all reporting collaboratively. At the elementary level, the job share employees will conduct parent conferences together as per the school calendar.

I. A full-time employee desiring to enter into a job share position will inform the Principal and the Superintendent of Schools in writing, that s/he is willing to accept the reduction from a full-time to a part-time position.

J. If a lay-off occurs while the job share is in place, and one of the job share partners is reached for layoff, then the remaining partner shall have the option of electing to accept a full-time position for which s/he is entitled to under Article 32, or the law, or being placed on the recall list as provided therein.

K. If unforeseen or extenuating circumstances occur to one of the partners, causing a job sharing experience to end prior to the end of the school year, the Employer will first seek a volunteer to fill the absent partner position. If there is no volunteer, then the Employer will make every reasonable effort to fill the absent partner's position with a long-term substitute. If there is no volunteer and no long-term substitute can be retained, the remaining partner shall have the option of electing to accept the full-time position or accepting an unpaid leave of absence for the remainder of the school year.

L. Employees hired to fill a vacancy caused by the creation of a job sharing experience will be so notified in writing at their time of hire.

ARTICLE 37 Health and Safety

Upon request of the Association, a school shall form a Health and Safety Committee that will meet at least quarterly. The Committee shall be composed of bargaining unit members as appointed by the Association President and a building administrator and custodian as appointed by the


principal. The parties recommend that such Committees use the EPA's Tools for Schools Kits for guidance.

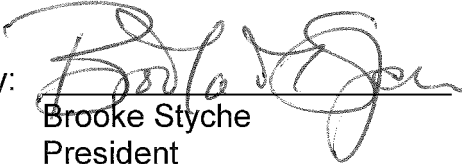
ARTICLE 38
Duration

Except where otherwise provided, the provisions of this Agreement will be effective as of September 1, 2012 and will continue and remain in full force and effect through August 31, 2015, and shall be automatically renewed from year to year unless by October 1, 2014 or by November 20 in any succeeding year either party either party notifies the other in writing of its desire to terminate this agreement.

Barnstable School Committee

Barnstable Teachers Association

By: 
Margeaux Weber
Chair

By: 
Brooke Styche
President

APPENDIX A
Licensed Employee Salary Schedule

A. It is mutually agreed that neither increments nor adjustments are to be automatic; but are granted annually when the School Committee in exercise of its discretion deems that an employee has rendered satisfactory service to the Barnstable School System. If increment is to be withheld because of unsatisfactory service, the employee shall be notified within one week of the decision to withhold increment.

B. Employees who enter the system other than at the beginning of the school year will move the following year on the step schedule at the discretion of the School Committee, provided that an employee who has taught in a satisfactory manner for 100 days or more during the school year shall receive the step increase.

C. Normally credits toward B+15, B+30/M, M+15, M+30, M+45, and M+60/PhD must be graduate courses approved by the Superintendent and obtained after receipt of the Bachelors or Masters Degree. However, in-service credits may also apply when approved by the Professional Development Board. Refer to Article 26C.

Effective September 1, 2012 (1% COLA)

STEP	B	B+15	B+30/M	M+15	M+30	M+45	M+60/PhD
1	41,723	43,466	45,197	46,070	46,938	47,580	48,056
2	45,197	46,938	48,683	49,556	50,424	51,062	51,572
3	46,938	48,683	50,424	51,290	52,099	52,738	53,265
4	48,683	50,424	52,099	53,031	53,895	54,534	55,080
5	50,424	52,099	53,895	54,773	55,635	56,276	56,839
6	52,099	54,702	57,374	58,247	59,115	59,757	60,354
7	53,905	56,633	59,115	59,987	60,857	61,498	62,113
8	57,544	60,165	62,767	63,548	64,327	64,968	65,617
9	63,931	66,489	69,046	70,022	70,323	70,964	71,674
10	66,329	68,964	71,604	72,453	72,837	73,477	74,211
11	68,717	71,447	74,182	75,061	75,349	75,988	76,748
12					78,062	78,723	79,511

All bargaining unit employees employed at the time of ratification of the 2012-2015 Memorandum of Agreement shall receive a one-time payment of \$500. This amount shall be pro-rated for part-time employees.

Effective September 1, 2013 (\$1,000 on top steps + 1% COLA)

STEP	B	B+15	B+30/M	M+15	M+30	M+45	M+60/PhD
1	42,141	43,901	45,649	46,531	47,407	48,056	48,536
2	45,649	47,407	49,169	50,051	50,928	51,572	52,088
3	47,407	49,169	50,928	51,803	52,620	53,265	53,798
4	49,169	50,928	52,620	53,561	54,434	55,080	55,631
5	50,928	52,620	54,434	55,321	56,191	56,839	57,407
6	52,620	55,249	57,948	58,830	59,706	60,354	60,958
7	54,444	57,200	59,706	60,586	61,466	62,113	62,734
8	58,120	60,766	63,394	64,183	64,970	65,617	66,273
9	64,571	67,153	69,736	70,722	71,026	71,674	72,391
10	66,992	69,654	72,320	73,177	73,565	74,211	74,953
11	70,414	73,171	75,934	76,822	76,103	76,748	77,515
12					79,852	80,521	81,316

Effective September 1, 2014 (2% COLA)

STEP	B	B+15	B+30/M	M+15	M+30	M+45	M+60/PhD
1	42,983	44,779	46,562	47,462	48,355	49,017	49,507
2	46,562	48,355	50,153	51,052	51,947	52,604	53,130
3	48,355	50,153	51,947	52,839	53,672	54,330	54,874
4	50,153	51,947	53,672	54,632	55,522	56,181	56,743
5	51,947	53,672	55,522	56,428	57,315	57,976	58,555
6	53,672	56,354	59,107	60,006	60,900	61,561	62,177
7	55,533	58,344	60,900	61,798	62,695	63,356	63,989
8	59,282	61,982	64,662	65,467	66,269	66,930	67,599
9	65,862	68,497	71,131	72,137	72,447	73,107	73,838
10	68,332	71,047	73,766	74,641	75,036	75,696	76,452
11	71,822	74,635	77,452	78,358	77,625	78,283	79,065
12					81,449	82,131	82,942

Effective 93rd Day 2014-15 (1.5% COLA)

STEP	B	B+15	B+30/M	M+15	M+30	M+45	M+60/PhD
1	43,628	45,450	47,261	48,174	49,080	49,752	50,249
2	47,261	49,080	50,905	51,818	52,726	53,393	53,927
3	49,080	50,905	52,726	53,632	54,478	55,145	55,697
4	50,905	52,726	54,478	55,452	56,355	57,024	57,594
5	52,726	54,478	56,355	57,274	58,175	58,845	59,434
6	54,478	57,199	59,994	60,906	61,813	62,485	63,110
7	56,366	59,219	61,813	62,725	63,636	64,306	64,949
8	60,171	62,911	65,632	66,449	67,263	67,934	68,613
9	66,850	69,524	72,198	73,219	73,534	74,204	74,946
10	69,357	72,113	74,873	75,761	76,162	76,831	77,599
11	72,899	75,754	78,614	79,534	78,789	79,457	80,251
12					82,671	83,363	84,186

**APPENDIX B
Athletic Salary Schedule**

1. Shall be in effect for three (3) years.
2. Present coaches shall be placed on the schedule based upon their years of experience except that no coach shall be placed beyond the 5th step.
3. Coaches may at the discretion of the School Committee be placed higher than dictated by their years of experience.

Newly recruited coaches may, at the discretion of the School Committee be placed at any step of the schedule.

Effective 9/1/12	1.00%					
	1st	2nd	3rd	4th	5th	6th
Football						
H.S. Assistant	4,031	4,273	4,513	4,753	4,995	5,235
H.S. Head	7,419	7,826	8,234	8,642	9,049	9,457
M.S. Assistant	2,142	2,253	2,356	2,466	2,571	2,681
M.S. Head	3,487	3,661	3,834	4,010	4,181	4,355
Basketball						
H.S. Assistant	3,176	3,378	3,579	3,782	3,983	4,185
H.S. Head	5,345	5,666	5,987	6,309	6,630	6,952
M.S. Assistant	1,612	1,690	1,768	1,841	1,922	2,002
M.S. Head	2,409	2,535	2,656	2,784	2,907	3,031
Hockey						
H.S. Assistant	3,176	3,378	3,579	3,782	3,983	4,185
H.S. Head	5,345	5,666	5,987	6,309	6,630	6,952
Baseball, Softball						
H.S. Assistant	3,176	3,378	3,579	3,782	3,983	4,185
H.S. Head	5,345	5,666	5,987	6,309	6,630	6,952
M.S. Assistant	1,612	1,690	1,768	1,841	1,922	2,002
M.S. Head	2,409	2,535	2,656	2,784	2,907	3,031
Lacrosse, Spring Track, Sailing						
H.S. Assistant	3,115	3,293	3,471	3,648	3,826	4,003
H.S. Head	4,429	4,659	4,891	5,122	5,354	5,585
M.S. Assistant	1,339	1,407	1,477	1,544	1,612	1,677
M.S. Head	1,875	1,971	2,066	2,165	2,258	2,353
Soccer, Volleyball, Field Hockey						
H.S. Assistant	2,768	2,967	3,164	3,362	3,559	3,758
H.S. Head	4,370	4,617	4,863	5,109	5,355	5,602
M.S. Assistant	1,339	1,407	1,477	1,544	1,612	1,677
M.S. Head	1,612	1,690	1,768	1,841	1,922	2,002
Golf - Fall & Spring						
H.S. Head	2,941	3,146	3,352	3,558	3,764	3,969
H.S. Junior Varsity	1,573	1,675	1,777	1,880	1,982	2,084
Cross Country						

H.S. Assistant (new position)	2,808	3,025	3,241	3,458	3,676	3,892
H.S. Head	3,090	3,296	3,502	3,708	3,914	4,119
Tennis - Boys & Girls						
H.S. Assistant (new position)	2,097	2,234	2,372	2,509	2,646	2,784
H.S. Head	2,756	2,969	3,181	3,394	3,607	3,820
M.S. Head	1,016	1,072	1,130	1,182	1,234	1,291
Winter Track						
H.S. Assistant	2,735	2,908	3,082	3,256	3,429	3,602
H.S. Head	4,096	4,336	4,575	4,814	5,054	5,293
Cheerleader Advisor						
H.S. Assistant	2,097	2,234	2,372	2,509	2,646	2,784
H.S. Head	2,756	2,969	3,181	3,394	3,607	3,820
Gymnastics & Swimming						
Assistants	2,718	2,921	3,125	3,328	3,532	3,734
Head	3,885	4,099	4,313	4,526	4,740	4,954
Wrestling						
H.S. Assistant	2,718	2,921	3,125	3,328	3,532	3,734
H.S. Head	3,885	4,099	4,313	4,526	4,740	4,955
Team Physician						
Football	1,866					

Athletic EMT

Step 1	37,067
Step 2	39,110
Step 3	40,483
Step 4	42,331
Step 5	44,078
Step 6	45,858
Step 7	47,587
Step 8	49,333
Step 9	49,935
Step 10	53,029
Step 11	54,625

Effective 9/1/13

2.00%

	1st	2nd	3rd	4th	5th	6th
Football						
H.S. Assistant	4,112	4,358	4,603	4,848	5,095	5,340
H.S. Head	7,567	7,982	8,399	8,815	9,230	9,646
M.S. Assistant	2,185	2,298	2,404	2,515	2,622	2,735
M.S. Head	3,556	3,735	3,911	4,090	4,265	4,442
Basketball						
H.S. Assistant	3,240	3,446	3,651	3,857	4,062	4,268
H.S. Head	5,451	5,779	6,107	6,435	6,763	7,091
M.S. Assistant	1,644	1,724	1,803	1,878	1,961	2,042
M.S. Head	2,457	2,586	2,709	2,839	2,965	3,092
Hockey						
H.S. Assistant	3,240	3,446	3,651	3,857	4,062	4,268
H.S. Head	5,451	5,779	6,107	6,435	6,763	7,091

Baseball, Softball						
H.S. Assistant	3,240	3,446	3,651	3,857	4,062	4,268
H.S. Head	5,451	5,779	6,107	6,435	6,763	7,091
M.S. Assistant	1,644	1,724	1,803	1,878	1,961	2,042
M.S. Head	2,457	2,586	2,709	2,839	2,965	3,092
Lacrosse, Spring Track, Sailing						
H.S. Assistant	3,178	3,358	3,540	3,721	3,902	4,083
H.S. Head	4,517	4,753	4,989	5,225	5,461	5,697
M.S. Assistant	1,366	1,435	1,507	1,575	1,644	1,711
M.S. Head	1,912	2,010	2,108	2,208	2,303	2,400
Soccer, Volleyball, Field Hockey						
H.S. Assistant	2,823	3,026	3,227	3,429	3,630	3,833
H.S. Head	4,458	4,709	4,960	5,211	5,462	5,714
M.S. Assistant	1,366	1,435	1,507	1,575	1,644	1,711
M.S. Head	1,644	1,724	1,803	1,878	1,961	2,042
Golf - Fall & Spring						
H.S. Head	2,999	3,209	3,419	3,629	3,839	4,049
H.S. Junior Varsity	1,604	1,708	1,813	1,917	2,022	2,126
Cross Country						
H.S. Assistant (new position)	2,865	3,085	3,306	3,527	3,749	3,970
H.S. Head	3,152	3,362	3,572	3,782	3,992	4,202
Tennis - Boys & Girls						
H.S. Assistant (new position)	2,139	2,279	2,419	2,559	2,698	2,839
H.S. Head	2,811	3,028	3,244	3,462	3,679	3,896
M.S. Head	1,036	1,093	1,153	1,206	1,258	1,316
Winter Track						
H.S. Assistant	2,789	2,967	3,144	3,321	3,498	3,674
H.S. Head	4,177	4,423	4,666	4,910	5,155	5,399
Cheerleader Advisor						
H.S. Assistant	2,139	2,279	2,419	2,559	2,698	2,839
H.S. Head	2,811	3,028	3,244	3,462	3,679	3,896
Gymnastics & Swimming						
Assistants	2,772	2,980	3,187	3,395	3,602	3,809
Head	3,963	4,181	4,400	4,617	4,835	5,053
Wrestling						
H.S. Assistant	2,772	2,980	3,187	3,395	3,602	3,809
H.S. Head	3,963	4,181	4,399	4,617	4,835	5,054
Team Physician						
Football	1,904					
Athletic EMT						
Step 1	37,808					
Step 2	39,893					
Step 3	41,293					
Step 4	43,177					
Step 5	44,960					
Step 6	46,775					
Step 7	48,538					
Step 8	50,320					
Step 9	50,934					

Step 10	54,090
Step 11	55,717

Effective 9/1/14	3.50%					
	1st	2nd	3rd	4th	5th	6th
Football						
H.S. Assistant	4,256	4,511	4,764	5,018	5,273	5,527
H.S. Head	7,832	8,262	8,693	9,123	9,553	9,984
M.S. Assistant	2,262	2,378	2,488	2,603	2,714	2,831
M.S. Head	3,681	3,865	4,047	4,233	4,414	4,597
Basketball						
H.S. Assistant	3,353	3,566	3,779	3,992	4,204	4,418
H.S. Head	5,642	5,981	6,320	6,661	7,000	7,339
M.S. Assistant	1,702	1,784	1,866	1,944	2,029	2,113
M.S. Head	2,543	2,676	2,804	2,939	3,069	3,200
Hockey						
H.S. Assistant	3,353	3,566	3,779	3,992	4,204	4,418
H.S. Head	5,642	5,981	6,320	6,661	7,000	7,339
Baseball, Softball						
H.S. Assistant	3,353	3,566	3,779	3,992	4,204	4,418
H.S. Head	5,642	5,981	6,320	6,661	7,000	7,339
M.S. Assistant	1,702	1,784	1,866	1,944	2,029	2,113
M.S. Head	2,543	2,676	2,804	2,939	3,069	3,200
Lacrosse, Spring Track, Sailing						
H.S. Assistant	3,289	3,476	3,664	3,852	4,039	4,226
H.S. Head	4,675	4,919	5,164	5,407	5,652	5,896
M.S. Assistant	1,414	1,486	1,560	1,630	1,702	1,771
M.S. Head	1,979	2,081	2,181	2,286	2,383	2,484
Soccer, Volleyball, Field Hockey						
H.S. Assistant	2,922	3,132	3,340	3,549	3,757	3,967
H.S. Head	4,614	4,874	5,134	5,394	5,654	5,914
M.S. Assistant	1,414	1,486	1,560	1,630	1,702	1,771
M.S. Head	1,702	1,784	1,866	1,944	2,029	2,113
Golf - Fall & Spring						
H.S. Head	3,104	3,322	3,539	3,756	3,973	4,191
H.S. Junior Varsity	1,660	1,768	1,876	1,984	2,092	2,200
Cross Country						
H.S. Assistant (new position)	2,965	3,193	3,422	3,651	3,880	4,109
H.S. Head	3,263	3,480	3,697	3,914	4,132	4,349
Tennis - Boys & Girls						
H.S. Assistant (new position)	2,214	2,358	2,504	2,648	2,793	2,939
H.S. Head	2,910	3,134	3,358	3,583	3,808	4,032
M.S. Head	1,072	1,131	1,193	1,248	1,302	1,363
Winter Track						
H.S. Assistant	2,887	3,070	3,254	3,437	3,620	3,803
H.S. Head	4,324	4,577	4,830	5,082	5,336	5,588
Cheerleader Advisor						
H.S. Assistant	2,214	2,358	2,504	2,648	2,793	2,939
H.S. Head	2,910	3,134	3,358	3,583	3,808	4,032

Gymnastics & Swimming

Assistants	2,869	3,084	3,299	3,514	3,728	3,942
Head	4,101	4,327	4,553	4,778	5,004	5,230

Wrestling

H.S. Assistant	2,869	3,084	3,299	3,514	3,729	3,942
H.S. Head	4,102	4,328	4,553	4,778	5,004	5,231

Team Physician

Football	1,970
----------	-------

Athletic EMT

Step 1	39,131
Step 2	41,289
Step 3	42,738
Step 4	44,689
Step 5	46,534
Step 6	48,412
Step 7	50,237
Step 8	52,081
Step 9	52,717
Step 10	55,983
Step 11	57,667

APPENDIX C
Extracurricular Activities and Miscellaneous Specialized Activities

Effective 9/1/12	1.00%			
HIGH SCHOOL	Step 1	Step 2	Step 3	Step 4
Adopt a Soldier Club Advisor	1,011			
All Come Together (A.C.T.) Advisor	1,144			
Alliance Advisors (2)	1,463			
Alpha Omega	12,829			
Animae Club Advisor	1,011			
Art Club Advisor	1,011			
Art National Honor Society Advisor	539			
Astronomy	1,011			
Astropark Coordinator	1,011			
B2B Broadcasting Club Advisor	4,651	4,859	5,103	
Marching Band Director	2,920	3,648	4,380	5,103
Asst. to Band Director	2,920	3,648	4,380	
Asst Band Director Percussion	2,920	3,648	4,380	
Best Buddies	1,011			
Fall Color Guard Instructor	2,920	3,648	4,380	
Asst. Fall Guard	1,011			
Challenge Day Coordinator	1,011			
Chorus Instructor	1,468	1,813	2,557	
Class Advisor, 8th Grade	1,024			
Class Advisor, Freshman	1,024			
Class Advisor, Sophomore	1,153			
Class Advisor, Junior	1,408			
Class Advisor, Senior	2,177			
Asst. Class Advisor, Senior	1,049			
Debate Coach	1,468	1,813	2,557	
Drama Coach	3,648	5,475	7,295	9,120
Asst. Drama Coach	2,920	3,648	4,380	
Asst. Drama Coach (Music)	2,920	3,648	4,380	
East Asian Club Advisor	1,011			
Extended TGA Coordinator	1,011			
Fashion Club	539			
French National Honor Society Advisor	539			
Gay/Straight Alliance	1,011			
Grade 8 Team Leader (up to 4)	1,189			
Habitat for Humanity Club	1,011			
Human Rights Club Advisor	1,011			
Imani Club	1,011			
Interact Club	1,011			
Italian Club Advisor	1,011			
Jazz Band Director	1,011			
Jazz Lab	1,011			
Key Club	1,011			
Leo Club	1,011			

Literary Magazine	1,295			
Math Club Advisor	539			
National Honor Society	1,011			
Newspaper Advisor	1,826	2,557	3,283	
Otaku Club Advisor	1,011			
Peer Mediation Advisor	1,190			
Photo Club	922			
Poetry Coordinator (up to 5)	1,011			
Quiz Show Coach	539			
Recycling Club Coordinator	1,011			
Scuba Club	1,011			
Show Choir	1,011			
Ski Club Advisor	1,463			
Spanish Honor Society Advisor	539			
Speech Coach	2,557	2,916	3,648	4,739
Asst. Speech Coach	1,463	2,006	2,559	
Speech Club	1,011			
Student Council Advisor	2,711			
SADD Advisor	1,011			
Television Advisor	4,651	4,859	5,103	
Treasurer BHS	3,648			
Tutoring Coordinator	3,282			
Vocal Jazz	1,011			
Winter Percussion	2,920	3,648	4,380	
Assistant Winter Percussion	1,011			
Winter Guard Instructor	2,920	3,648	4,380	
Assistant Winter Guard	1,011			
Yearbook Advisor (School-Day)	1,826	2,557	3,283	
Yearbook Advisor (After-School)	4,330	4,763	5,320	
Assistant to Yearbook Advisor	1,463			

INTERMEDIATE SCHOOL

After School Chorus Advisor	1,690
After School Program Coordinator	1,190
Amazon Trip Coordinator	1,690
Art Club Advisor	952
Broadcasting Club Advisor	1,011
Drama Coach	1,690
Energy Club Advisor	952
Festival Band Club Advisor	952
French Conversation Club Advisor	1,011
Gateway Geometry Teachers	7,137
Hip Hop Dance Team Advisor	952
Jazz Band Advisor	952
Marching Band Advisor	952
Multicultural Club	1,011
National Junior Honor Society	724
Newspaper Advisor	1,351
Peer Leadership Advisor	1,455
Peer Leadership Assistants	654

Peer Mediation Advisor	952			
Saturday School Supervisors	119	each for 2 teachers each Saturday		
Team Leaders	1,190			
Yearbook Advisor	2,557			

OTHER POSITIONS

HS School Counselors, per diem for 6 weeks of summer work (voluntary on the part of both School Counselor and School Committee)

BUES School Counselors, per diem for placement work

Future Problem Solving	1,011			
Gateway Mock Trial Grade 8 Advisor	1,011			
Gateway Mock Trial Grade 9-12 Advisor	1,011			
Gateway Specialist	1,922	2,019	2,120	2,226
Grade 5 Drama	1,046			
Head Teacher	2,400			
Odyssey of Mind	1,011			
Summer School Director	9,146			
Summer School Teacher	1,392			
Mentor	1,537			
MME Accelerated Schools Proj. Leader	1,857			

MA DOE Community Service Learning School-Based Program Grant 354B

Project Coordinator	1,190			
Middle School Teacher Leaders	595	each for two teacher leaders		
High School Teacher Leaders	595	each for two teacher leaders		
Teacher Stipends:				
Professional Development	535	each for three teachers		

MA DOE CSL: Living Democracy School Based Program Grant 138

Project Coordinators	2,676	each for two coordinators		
Curriculum Review Committee				
Middle School	743	each for four		
High School	743	each for four		
Web Master	595			

KIDS Consortium Grant (Community Learning Service)

Two Teacher/Leaders:				
High School Recycling Club Advisor	595			
Elementary School Teacher/Leader	595			
Two Project Advisors:				
Middle School	297			
High School	297			

Banknorth Charitable Foundation Grant (Barnstable Middle School)

Afterschool Program Advisors				
Chess	952			
K.I.D. Smart	952			
Robotics	952			
Spanish	952			

Peer Mediation	952
Rockapella	952
School Store	952
Walk of Fame	952
Yoga	952

DEPARTMENT HEADS

CATEGORY I:

H.S. Guidance	7,707
Science	7,707
Personal Development	7,707
Art	7,707
Applied Technology	7,707
Foreign Language	7,707

SYSTEM:

Personal Development (PreK-7)	7,707
-------------------------------	-------

CATEGORY II:

High School

Equity Officer	6,452
----------------	-------

SYSTEM:

Music (PreK-5)	6,452
Music (6-12)	6,452
SPED Early Childhood Coordinator	6,452

CATEGORY III:

Alternative School	4,944
BCHMCPS Fed Programs Coordinator	4,944
MS Guidance	4,944
English Language Education	4,944
Pre-K-7 Foreign Language	4,944

COORDINATORS

ELL Coordinator PreK-7	3,030
ELL Coordinator 8-12	3,030
PT	3,770
OT	3,770
Speech/Language	3,770
Title I Site Coordinator	1,588

Teaching Assignment:

Number of teachers measured in full time equivalents only

Teaching periods* 18 or more 1 to 2

*At the discretion of the School Committee workweek before and week after school closes for staff at fraction of .10 for summer.

Effective 9/1/13	2.00%			
HIGH SCHOOL	Step 1	Step 2	Step 3	Step 4
Adopt a Soldier Club Advisor	1,031			
All Come Together (A.C.T.) Advisor	1,167			
Alliance Advisors (2)	1,492			
Alpha Omega	13,086			
Animae Club Advisor	1,031			
Art Club Advisor	1,032			
Art National Honor Society Advisor	549			
Astronomy	1,031			
Astropark Coordinator	1,032			
B2B Broadcasting Club Advisor	4,744	4,956	5,205	
Marching Band Director	2,979	3,721	4,467	5,205
Asst. to Band Director	2,979	3,721	4,467	
Asst Band Director Percussion	2,979	3,721	4,467	
Best Buddies	1,031			
Fall Color Guard Instructor	2,979	3,721	4,467	
Asst. Fall Guard	1,031			
Challenge Day Coordinator	1,031			
Chorus Instructor	1,497	1,849	2,609	
Class Advisor, 8th Grade	1,045			
Class Advisor, Freshman	1,045			
Class Advisor, Sophomore	1,176			
Class Advisor, Junior	1,437			
Class Advisor, Senior	2,220			
Asst. Class Advisor, Senior	1,070			
Debate Coach	1,497	1,849	2,609	
Drama Coach	3,721	5,585	7,441	9,303
Asst. Drama Coach	2,979	3,721	4,467	
Asst. Drama Coach (Music)	2,979	3,721	4,467	
East Asian Club Advisor	1,031			
Extended TGA Coordinator	1,031			
Fashion Club	549			
French National Honor Society Advisor	549			
Gay/Straight Alliance	1,031			
Grade 8 Team Leader (up to 4)	1,213			
Habitat for Humanity Club	1,031			
Human Rights Club Advisor	1,031			
Imani Club	1,031			
Interact Club	1,031			
Italian Club Advisor	1,031			
Jazz Band Director	1,031			
Jazz Lab	1,031			
Key Club	1,031			
Leo Club	1,031			
Literary Magazine	1,321			
Math Club Advisor	549			
National Honor Society	1,031			
Newspaper Advisor	1,862	2,609	3,349	

Otaku Club Advisor	1,031			
Peer Mediation Advisor	1,213			
Photo Club	940			
Poetry Coordinator (up to 5)	1,031			
Quiz Show Coach	550			
Recycling Club Coordinator	1,031			
Scuba Club	1,031			
Show Choir	1,031			
Ski Club Advisor	1,492			
Spanish Honor Society Advisor	549			
Speech Coach	2,609	2,974	3,721	4,834
Asst. Speech Coach	1,492	2,046	2,610	
Speech Club	1,031			
Student Council Advisor	2,765			
SADD Advisor	1,031			
Television Advisor	4,744	4,956	5,205	
Treasurer BHS	3,721			
Tutoring Coordinator	3,347			
Vocal Jazz	1,031			
Winter Percussion	2,979	3,721	4,467	
Assistant Winter Percussion	1,032			
Winter Guard Instructor	2,979	3,721	4,467	
Assistant Winter Guard	1,032			
Yearbook Advisor (School-Day)	1,862	2,609	3,349	
Yearbook Advisor (After-School)	4,416	4,858	5,426	
Assistant to Yearbook Advisor	1,492			

INTERMEDIATE SCHOOL

After School Chorus Advisor	1,724			
After School Program Coordinator	1,213			
Amazon Trip Coordinator	1,724			
Art Club Advisor	971			
Broadcasting Club Advisor	1,031			
Drama Coach	1,724			
Energy Club Advisor	971			
Festival Band Club Advisor	971			
French Conversation Club Advisor	1,031			
Gateway Geometry Teachers	7,280			
Hip Hop Dance Team Advisor	971			
Jazz Band Advisor	971			
Marching Band Advisor	971			
Multicultural Club	1,031			
National Junior Honor Society	739			
Newspaper Advisor	1,378			
Peer Leadership Advisor	1,484			
Peer Leadership Assistants	667			
Peer Mediation Advisor	971			
Saturday School Supervisors	121	each for 2 teachers each Saturday		
Team Leaders	1,213			
Yearbook Advisor	2,609			

OTHER POSITIONS

HS School Counselors, per diem for 6 weeks of summer work (voluntary on the part of both School Counselor and School Committee)

BUES School Counselors, per diem for placement work

Future Problem Solving	1,031			
Gateway Mock Trial Grade 8 Advisor	1,031			
Gateway Mock Trial Grade 9-12 Advisor	1,031			
Gateway Specialist	1,961	2,059	2,162	2,270
Grade 5 Drama	1,067			
Head Teacher	2,448			
Odyssey of Mind	1,031			
Summer School Director	9,329			
Summer School Teacher	1,420			
Mentor	1,568			
MME Accelerated Schools Proj. Leader	1,894			

MA DOE Community Service Learning School-Based Program Grant 354B

Project Coordinator	1,213			
Middle School Teacher Leaders	607	each for two teacher leaders		
High School Teacher Leaders	607	each for two teacher leaders		
Teacher Stipends:				
Professional Development	546	each for three teachers		

MA DOE CSL: Living Democracy School Based Program Grant 138

Project Coordinators	2,730	each for two coordinators		
Curriculum Review Committee				
Middle School	758	each for four		
High School	758	each for four		
Web Master	607			

KIDS Consortium Grant (Community Learning Service)

Two Teacher/Leaders:				
High School Recycling Club Advisor	607			
Elementary School Teacher/Leader	607			
Two Project Advisors:				
Middle School	303			
High School	303			

Banknorth Charitable Foundation Grant (Barnstable Middle School)

Afterschool Program Advisors				
Chess	971			
K.I.D. Smart	971			
Robotics	971			
Spanish	971			
Peer Mediation	971			
Rockapella	971			
School Store	971			
Walk of Fame	971			

Yoga	971
------	-----

DEPARTMENT HEADS

CATEGORY I:

H.S. Guidance	7,861
Science	7,861
Personal Development	7,861
Art	7,861
Applied Technology	7,861
Foreign Language	7,861

SYSTEM:

Personal Development (PreK-7)	7,861
-------------------------------	-------

CATEGORY II:

High School

Equity Officer	6,581
----------------	-------

SYSTEM:

Music (PreK-5)	6,581
Music (6-12)	6,581
SPED Early Childhood Coordinator	6,581

CATEGORY III:

Alternative School	5,043
BCHMCPS Fed Programs Coordinator	5,043
MS Guidance	5,043
English Language Education	5,043
Pre-K-7 Foreign Language	5,043

COORDINATORS

ELL Coordinator PreK-7	3,091
ELL Coordinator 8-12	3,091
PT	3,845
OT	3,845
Speech/Language	3,845
Title I Site Coordinator	1,620

Teaching Assignment:

Number of teachers measured in full time equivalents only

Teaching periods* 18 or more 1 to 2

*At the discretion of the School Committee workweek before and week after school closes for staff at fraction of .10 for summer.

Effective 9/1/14

3.50%

HIGH SCHOOL

Step 1

Step 2

Step 3

Step 4

Adopt a Soldier Club Advisor	1,067
All Come Together (A.C.T.) Advisor	1,208
Alliance Advisors (2)	1,545

Alpha Omega	13,544			
Animae Club Advisor	1,067			
Art Club Advisor	1,068			
Art National Honor Society Advisor	569			
Astronomy	1,067			
Astropark Coordinator	1,068			
B2B Broadcasting Club Advisor	4,910	5,130	5,388	
Marching Band Director	3,083	3,852	4,624	5,387
Asst. to Band Director	3,083	3,852	4,624	
Asst Band Director Percussion	3,083	3,852	4,624	
Best Buddies	1,067			
Fall Color Guard Instructor	3,083	3,852	4,624	
Asst. Fall Guard	1,067			
Challenge Day Coordinator	1,067			
Chorus Instructor	1,550	1,914	2,700	
Class Advisor, 8th Grade	1,081			
Class Advisor, Freshman	1,081			
Class Advisor, Sophomore	1,217			
Class Advisor, Junior	1,487			
Class Advisor, Senior	2,298			
Asst. Class Advisor, Senior	1,108			
Debate Coach	1,550	1,914	2,700	
Drama Coach	3,852	5,780	7,702	9,628
Asst. Drama Coach	3,083	3,852	4,624	
Asst. Drama Coach (Music)	3,083	3,852	4,624	
East Asian Club Advisor	1,067			
Extended TGA Coordinator	1,067			
Fashion Club	569			
French National Honor Society Advisor	569			
Gay/Straight Alliance	1,067			
Grade 8 Team Leader (up to 4)	1,256			
Habitat for Humanity Club	1,067			
Human Rights Club Advisor	1,067			
Imani Club	1,067			
Interact Club	1,067			
Italian Club Advisor	1,067			
Jazz Band Director	1,067			
Jazz Lab	1,067			
Key Club	1,067			
Leo Club	1,067			
Literary Magazine	1,368			
Math Club Advisor	569			
National Honor Society	1,067			
Newspaper Advisor	1,928	2,700	3,466	
Otaku Club Advisor	1,067			
Peer Mediation Advisor	1,256			
Photo Club	973			
Poetry Coordinator (up to 5)	1,067			
Quiz Show Coach	569			
Recycling Club Coordinator	1,067			

Scuba Club	1,067			
Show Choir	1,067			
Ski Club Advisor	1,545			
Spanish Honor Society Advisor	569			
Speech Coach	2,700	3,078	3,852	5,003
Asst. Speech Coach	1,545	2,117	2,701	
Speech Club	1,067			
Student Council Advisor	2,862			
SADD Advisor	1,067			
Television Advisor	4,910	5,130	5,387	
Treasurer BHS	3,852			
Tutoring Coordinator	3,464			
Vocal Jazz	1,067			
Winter Percussion	3,083	3,851	4,623	
Assistant Winter Percussion	1,068			
Winter Guard Instructor	3,083	3,851	4,623	
Assistant Winter Guard	1,068			
Yearbook Advisor (School-Day)	1,928	2,700	3,466	
Yearbook Advisor (After-School)	4,571	5,028	5,616	
Assistant to Yearbook Advisor	1,545			

INTERMEDIATE SCHOOL

After School Chorus Advisor	1,784			
After School Program Coordinator	1,256			
Amazon Trip Coordinator	1,784			
Art Club Advisor	1,005			
Broadcasting Club Advisor	1,067			
Drama Coach	1,784			
Energy Club Advisor	1,005			
Festival Band Club Advisor	1,005			
French Conversation Club Advisor	1,067			
Gateway Geometry Teachers	7,535			
Hip Hop Dance Team Advisor	1,005			
Jazz Band Advisor	1,005			
Marching Band Advisor	1,005			
Multicultural Club	1,067			
National Junior Honor Society	765			
Newspaper Advisor	1,427			
Peer Leadership Advisor	1,536			
Peer Leadership Assistants	691			
Peer Mediation Advisor	1,005			
Saturday School Supervisors	126	each for 2 teachers each Saturday		
Team Leaders	1,256			
Yearbook Advisor	2,700			

OTHER POSITIONS

HS School Counselors, per diem for 6 weeks of summer work (voluntary on the part of both School Counselor and School Committee)

BUES School Counselors, per diem for placement work

Future Problem Solving	1,067			
Gateway Mock Trial Grade 8 Advisor	1,067			
Gateway Mock Trial Grade 9-12 Advisor	1,067			
Gateway Specialist	2,029	2,131	2,238	2,350
Grade 5 Drama	1,104			
Head Teacher	2,534			
Odyssey of Mind	1,067			
Summer School Director	9,656			
Summer School Teacher	1,469			
Mentor	1,622			
MME Accelerated Schools Proj. Leader	1,960			

MA DOE Community Service Learning School-Based Program Grant 354B

Project Coordinator	1,256			
Middle School Teacher Leaders	628	each for two teacher leaders		
High School Teacher Leaders	628	each for two teacher leaders		
Teacher Stipends:				
Professional Development	565	each for three teachers		

MA DOE CSL: Living Democracy School Based Program Grant 138

Project Coordinators	2,826	each for two coordinators		
Curriculum Review Committee				
Middle School	785	each for four		
High School	785	each for four		
Web Master	628			

KIDS Consortium Grant (Community Learning Service)

Two Teacher/Leaders:				
High School Recycling Club Advisor	628			
Elementary School Teacher/Leader	628			
Two Project Advisors:				
Middle School	314			
High School	314			

Banknorth Charitable Foundation Grant (Barnstable Middle School)

Afterschool Program Advisors				
Chess	1,005			
K.I.D. Smart	1,005			
Robotics	1,005			
Spanish	1,005			
Peer Mediation	1,005			
Rockapella	1,005			
School Store	1,005			
Walk of Fame	1,005			
Yoga	1,005			

DEPARTMENT HEADS

CATEGORY I:

H.S. Guidance	8,136
Science	8,136

Personal Development	8,136
Art	8,136
Applied Technology	8,136
Foreign Language	8,136
SYSTEM:	
Personal Development (PreK-7)	8,136
CATEGORY II:	
<u>High School</u>	
Equity Officer	6,811
SYSTEM:	
Music (PreK-5)	6,811
Music (6-12)	6,811
SPED Early Childhood Coordinator	6,811
CATEGORY III:	
Alternative School	5,219
BCHMCPS Fed Programs Coordinator	5,219
MS Guidance	5,219
English Language Education	5,219
Pre-K-7 Foreign Language	5,219
COORDINATORS	
ELL Coordinator PreK-7	3,199
ELL Coordinator 8-12	3,199
PT	3,980
OT	3,980
Speech/Language	3,980
Title I Site Coordinator	1,676

Teaching Assignment:
Number of teachers measured in full time equivalents only
Teaching periods* 18 or more 1 to 2

*At the discretion of the School Committee workweek before and week after school closes for staff at fraction of .10 for summer.

The parties will review Appendix C annually to determine whether positions should be added or deleted and whether any stipends should be adjusted.

The fact that a position is listed in Appendix C does not obligate the Administration to fill that position; it simply means that if the position is filled, the listed stipend will be paid.

APPENDIX D
Other Compensation Rates

Curriculum Development	\$30 per hour
Leading Curriculum Development	\$40 per hour
Leading Professional Development	\$40 per hour
Tutoring at home	\$30 per hour
BHS Online Academic Advisor	\$30 per hour

APPENDIX E

Professional Development Board

A Professional Development Board shall consist of ten (10) members:

5 members selected by the President of BTA
1 elementary, 1 intermediate, 1 high school, 1 special education and
1 paraprofessional

5 administrators selected by the Superintendent
2 central office, 1 school committee, 1 principal and
1 Director

The PDB will be co-chaired by a member selected by the president and an administrator selected by the superintendent. The co-chairs will alternate chairing the meetings. The PDB will use the collaborative process with all decisions made by consensus.

The Professional Development Board Policy of Procedures will adhere to the following guidelines:

- 1) Encourage PD proposals and projects to be initiated by BPS staff and administration.
- 2) The PDB will be available, upon request, as a resource for school councils and school administrators to help meet school improvement plan objectives.
- 3) The PDB will disseminate all professional development opportunities to staff in a timely manner.
- 4) The PDB will review and approve all professional development course/workshop/project proposals to ensure compliance with state, district, and/or individual PD objectives, and PDB guidelines.
- 5) Develop a system for approval of course reimbursement including approval, processing and reimbursement.
- 6) Develop a mechanism for the evaluation of all PD activities.

APPENDIX F
BTA/BSC Medical Relief Fund

The Committee will establish "BTA/BSC Medical Relief Fund" and deposit into such fund \$260,000 on each July 15, 2013, July 15, 2014, and July 15, 2015.

In each fiscal year of the deposit, that deposit shall be used to fund "premium holidays" for every employee subscribing to the Town's health insurance policy. A premium holiday is when the Committee, through this fund, pays for what would otherwise be deducted from a subscriber's paycheck.

The number of such holidays each year, which may be fractional, shall be calculated to deplete the fund each fiscal year. The full holidays shall start with the first pay period in October and continue for subsequent pay periods. Instead of implementing a fractional holiday, the Committee shall, on the subsequent pay period, pay each employee in the amount of the fractional holiday.

Before the implementation of the Holidays, the Committee shall send a notice to all employees stating the number and value of the holidays by health insurance option. The Committee shall provide a copy of the accounting of the BTA/BSC Medical Relief Fund within a month after the last holiday each year.

Barnstable Public Schools

Personal Days/Temporary Leaves Form

Please check the applicable category. Available number of days are specifically stipulated within the individual bargaining unit contracts and should be reviewed prior to submitting your request.

- Days taken for such matters as religious, legal business household, family or other personal matters, which require absence during school hours.¹ Application for personal leave will be made at least twenty-four (24) hours before taking such leave (except in case of emergencies).²
- Day(s) taken for the purpose of visiting other schools or attending meetings or conferences of an educational nature.
- Days taken for Association representatives to attend Massachusetts Teachers Association and/or National Education Association conferences or conventions and to conduct Association business.
- Days taken in the event of death of a spouse, child, parent, sibling or any members of the immediate family.²
- Days taken for serious illness requiring bedside (for one's self) or household attention by the staff member for a spouse, child, parent, sibling or other member of the immediate household.²
- Days taken for persons called into a temporary active duty of any unit in the U.S. reserves of the State National Guard, in accordance with applicable federal and state law. Staff will be paid the difference between their regular pay and the pay they receive from the State or Federal Government.
- Days taken for religious holidays, which require the staff member not to work. The request must be made thirty (30) days before the holiday, or in the first week of school if the holiday falls within thirty days of the opening of school.
- Day(s) taken for jury duty (documentation will be required).

Specific Leave Date(s) _____

PRINT NAME: _____

Employee's Signature: _____ Date _____

Approved by: _____ Date _____

Not Approved: _____ Date _____

Superintendent (when necessary) _____ Date _____

With Pay _____

Without Pay _____

Cc: Principal
Employee
Personnel File

It is the staff member's sole responsibility to keep account of their used/unused days for any of the Personal/Temporary Leaves stated above. Your supervisor's signature is only for authorization within the bounds of your individual contract obligation/agreement. It, in no way, attests to the accuracy of your request for a temporary leave.

¹ Reason must be given to the Supervisor for absence before or after a holiday and requires Superintendent's approval (licensed employee unit only).

² The Superintendent or designee may make exceptions to this.