

Agreement Between
**The Falmouth
School Committee**
and

**The Falmouth
Educators' Association
Unit B
Administrators**

2019 - 2022



Moving Forward Together

**Falmouth Educators' Association
Unit B
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ARTICLE I: Recognition

Pursuant to Massachusetts General Laws (MGL) Chapter 150E with respect to wages, hours, and other conditions of employment, the Falmouth School Committee, hereinafter referred to as the “Committee,” recognizes the Falmouth Educators’ Association, hereinafter referred to as the “Association,” as the exclusive bargaining agent and representative of all personnel occupying positions listed in Article II whereof comprising Unit B, Falmouth Administrative School Personnel.

ARTICLE II: Administrative Positions

A. The following positions are recognized as Unit B:

- Assistant Principals
- Department Heads
- Director of Athletics
- Director of Guidance
- Director of Early Childhood Programs
- Instructional Managers
- Special Education Building Administrators (SEBA)

B. If a new bargaining unit position is established, the Committee will negotiate with the Association over the appropriate salary for such position.

C. If there are any substantial changes in the working conditions of any existing positions, the Committee will negotiate with the Association regarding possible modifications for such position with respect to compensation.

D. The positions of Director of Athletics and Director of Guidance shall be removed from the Unit B bargaining unit once the current employees who hold these positions leave the District.

ARTICLE III: Negotiation Procedure

A. Not later than November 1 of the calendar year in which this Agreement expires, the Committee and the Association agree to enter into negotiation for a successor agreement.

B. An agreement reached between the Committee and the Association will be reduced in writing and will be signed by the Committee and the Association.

C. Except as otherwise provided in this Agreement 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 Committee will notify the Association in writing that it is considering such action. The administrators 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 Committee within five (5) days after receipt of said notice.

ARTICLE IV: Grievance Procedure

A. A “grievance” is hereby defined as a dispute, claim, or controversy by the Association, an employee, or employees involving the meaning, interpretation, or application of this contract. A “grievant” is defined as the Association, an employee, or employees covered in the recognition clause of this agreement.

B. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits to the grievant and to the President of the Association shall permit the grievant to proceed to the next step.

C. Failure at any step of this procedure to appeal the grievance to the next step within the specified time limits

shall be deemed to be acceptance of the decision rendered at that step.

D. PROCEDURE

STEP ONE:

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

STEP TWO:

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

STEP THREE:

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

STEP FOUR:

Within ten (10) school days of the receipt of the Step Three decision, the Association may, by giving written notice to the School Committee and to the American Arbitration Association, present the grievance for arbitration unless all parties mutually agree to use some other arbitration tribunal for the resolution of the grievance. The expenses of the arbitrator shall be shared equally by the School Committee and the Association, and the award made shall be final and binding upon the School Committee, the Association, and the grievant.

MISCELLANEOUS

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

ARTICLE V: Vacancies, Promotions, and Transfers

Where practical and possible, known administrative vacancies such as those caused by retirement or by the creation of a new position must be published. Qualifications, duties, and compensation should be clearly stated in the published material.

The Committee and the Association recognize that the opportunity to transfer for advancement is an incentive for excellence in the District. Therefore, they agree as follows:

1. When feasible, volunteers will be transferred first.
2. When involuntary transfers are necessary, an Administrator's professional background and other qualifications will be considered in determining which Administrator is to be transferred. Administrators being involuntarily transferred will be transferred to a comparable position. An involuntary transfer will be made only after a meeting between the Administrator and the Superintendent or designee at which time the Administrator will be notified of the reasons for the transfer.
3. Notice of transfer will be given to Administrators as soon as practical and under normal circumstances but no later than May 15 unless mutually agreed upon.
4. Administrators desiring a transfer will submit a written request to the Superintendent stating the assignment preferred. Such a request must be submitted between September 1 and February 1 of each school year, and the request must be renewed each year. All requests will be acknowledged in writing.
5. A written request for transfer will be followed by a personal interview with the Superintendent.
6. Administrators will receive annually by the first paycheck in October, information with an Administrator's total salary, step and column placement, longevity total payment, and total accumulated sick and personal leave days. Subsequent payrolls, as the information becomes available, shall reflect all extracurricular, coaching, and supplemental stipends as well as any other compensation.

ARTICLE VI: Leaves of Absence

- A. Full-time professional employees shall be entitled to fifteen (15) days of sickness or accident leave exclusive of Saturdays and Sundays or holidays without loss of pay. If such sick leave allowance is not used in any particular year, it shall continue to accumulate through the term of employment. The date from which the leave shall be computed shall be the starting date of employment. Part-time employees will have their sick leave converted to FTE.

Up to five (5) days of such leave may be used in case of illness in the Administrator's immediate family, which precludes the Administrator from reporting to work on that day. Such days will be deducted from accumulated sick leave.

- B. In addition to the above fifteen (15) days sick leave, up to three (3) days of leave without loss of pay may be utilized for the following reasons: (Additional time may be granted.)
1. Personal business that cannot be transacted during non-school hours. Personal leave shall not be used for recreational purposes nor in the pursuit of an outside occupation.
 2. Other personal reasons approved by the principal.
 3. Bereavement - in the event of a death not covered in Section D below.
- C. A member may carry over one unused personal day for a maximum of four (4) for the next school year. Any additional unused personal days will be converted into accumulated sick days.
- D. In addition to sick leave, an Administrator may be granted a leave of absence with pay of up to four (4) days

in the event of the death of spouse, partner, child, parent, grandchild, grandparent, in-laws, and sibling of the Administrator or the Administrator's spouse or of persons residing in the member's immediate household, or others at the discretion of the Superintendent. In addition, at the discretion of the Superintendent, additional days of leave may be granted for traveling.

- E. In addition to sick leave, an Administrator shall be granted a leave of absence with pay of up to three (3) days for religious holidays, where the tenets of the religion require absence from work.
- F. An employee who gives birth or who legally adopts a child may use up to eight (8) weeks of accrued sick leave. Non-birthing employees may use up to fifteen (15) days of accrued sick leave. For a leave of absence for any disability related to pregnancy, childbirth, or the recuperation therefrom, the employee is entitled to sick leave under the terms of that provision to the extent such employee has sick leave available. Leaves for such disabilities that exceed eight (8) weeks shall require medical certification. If any of the above is in conflict with applicable Federal and State statutes, said statutes will prevail.
- G. A leave of absence without pay of up to two (2) years will be granted to any Administrator who joins the Peace Corps or serves as an exchange teacher or administrator and is a full-time participant in either of such programs. Upon return from such leave, the Administrator will be considered as if they were actively employed by the Committee during the leave and will be placed on the salary schedule at the level they would have achieved had they not been absent.
- H. Military leave will be granted to any Administrator who is inducted or enlists in any branch of the Armed Forces of the United States. Upon return from such leave, the Administrator will be placed on the salary schedule at the level which they would have achieved had they remained actively employed in the District during the period of their absence up to a maximum of two (2) years.
- I. 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 Administrator's family. The exercise of such discretion will not be unreasonable. Additional leave may be granted at the sole discretion of the Superintendent.
- J. The Superintendent may grant a leave of absence without pay or increment to any Administrator to campaign for or serve in a public office. The exercise of this discretion will not be unreasonable. An employee may be granted only one (1) leave during their lifetime.
- K. When an Administrator is summoned to serve jury duty, the School Committee will pay the difference between the pay received for jury duty and the Administrator's current salary commensurate with State and Federal statutes.
- L. A leave of absence without pay of up to two (2) years will be granted for the purposes of caring for a child after childbirth, adoption of a child, or child rearing. Such leave shall be called "Child Rearing Leave." A member who is on Child Rearing Leave shall not be entitled to accrued paid sick leave or other benefits during the period of such leave. Upon return from such leave of absence, the member shall return to the step of the salary schedule the member would have attained prior to the effective date of the Child Rearing Leave, unless the member was in an active employee status of at least ninety-two (92) workdays during the work year in which such leave commenced, in which case such member shall advance to the next step. Upon return from such leave, such member shall be restored to the position held before the leave began if it is open or be restored to an equivalent job position with equivalent benefits, pay, and other terms and conditions of employment. A member may not return from Child Rearing Leave during the school year except by agreement of the Superintendent.
- M. An Administrator upon return from a leave shall be restored to their former administrative position or to a comparable position if available. Retirement and seniority status shall not be affected by the leave.
- N. An Administrator on leave shall notify the Superintendent in writing of their intent to return by February 1 of the calendar year of return.

O. If any of the above are in conflict with applicable Federal and State statutes, said statutes will prevail.

ARTICLE VII: Routine Business Travel

Members of Unit B will be compensated for routine business travel upon receipt of documentation of such.

ARTICLE VIII: Sick Leave Bank

Administrators covered under this Agreement shall participate in the Unit A sick leave bank under the terms and conditions of that bank.

ARTICLE IX: Substance Use Disorder

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

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

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

ARTICLE X: Notice of Retirement

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

An administrator with twenty (20) cumulative years of service in the Falmouth Public Schools shall receive twenty-five (\$25) dollars per sick day beyond one hundred (100) days up to a maximum of two thousand (\$2,000) dollars subject to the same terms and conditions.

An administrator with twenty-five (25) cumulative years of service in the Falmouth Public Schools shall receive twenty-five (\$25) dollars per sick day beyond one hundred (100) days up to a maximum of two thousand two hundred and fifty (\$2,250) dollars subject to the same terms and conditions. The number of sick days will be determined on June 1 of the final year of service to be paid by July 31.

ARTICLE XI: Longevity/Longevity Buyout

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

<u>Years of Service</u>	<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>
11 Years of Service in Falmouth	\$725	\$750	\$775
15 Years of Service in Falmouth	\$1,025	\$1050	\$1075
20 Years of Service in Falmouth	\$1,125	\$1,150	\$1,175
25 Years of Service in Falmouth	\$1,250	\$1,275	\$1,300

A Unit B member hired prior to February 1 shall be given credit for the full year. Years of service in the Falmouth Public Schools shall mean a cumulative total of all years served.

- B. Employees with at least fifteen (15) completed years of service in Falmouth, and who have provided written notice of intent to retire, shall receive \$12,000 minus the total of longevity compensation received during the last three years of employment. Written notice to the Superintendent shall be made on or before December 1 of the school year at the end of which the employee will retire. Payment shall be made on or before July 1, immediately following the effective date of retirement. In the event an abnormally high number of members elect this buyout in a specific year, members electing this buyout will be accepted in the order of seniority, with the most senior being paid by July 31 immediately after retirement and the remainder being paid by July 31 of the next fiscal year.

ARTICLE XII: Guidelines for Professional Improvement

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

- A. All course(s) taken for reimbursable professional improvement or degree advancement must either be course(s) offered by the school district, projects approved by the Superintendent or designee, or courses offered for graduate credit by an accredited college or university. The administrator has sole discretion over the choice of course provider.
- B. No credit will be given for a course which is substantially the same as one previously taken. All courses must be verified by an official transcript or grade report.

C. TUITION REIMBURSEMENT PLAN FOR ADMINISTRATORS

1. For course(s) for which an administrator will seek tuition reimbursement, advanced notification and preapproval prior to course enrollment is required. A notification/preapproval form is to be submitted to the Office of Teaching & Learning no later than twenty-one (21) calendar days prior to the start of the course, unless special circumstances (e.g., late announcement of a course offering) interfere with this deadline. Electronic submission of the notification/preapproval form is both recommended and preferred. The form will be processed and notification will be sent electronically via email to the applicant within ten (10) calendar days of submittal. Failure to process and respond within the allocated time period constitutes approval.
2. The amount to be used for tuition reimbursement is \$15,000.
3. The reimbursement shall be for the costs of the course including tuition and fees up to \$1000 per course. Reimbursement requests must be in the form of receipted bills from the college or university (or the collecting agency for the college) accompanied by a transcript or grade report from the college or university documenting the administrator's performance in the course(s) for which they seek reimbursement. The course that incurred the highest cost to the administrator will be reimbursed first. Additional course(s) shall be reimbursed if additional funds are available in accordance with current practice.
4. Reimbursement criteria for courses:
 - a. Course(s) must be for one of the following:
 - educational licensure or relicensure
 - aligned with district priorities for teaching and learning (available from Office of Teaching & Learning)
 - b. Course(s) must be passed with a grade of "B" or better (or equivalent) or "Pass."
 - c. Course(s) must be offered by an accredited college or university.
 - d. Course(s) must have been taken for graduate credit.
5. Courses from summer, fall, or spring sessions will be allowed.

6. Applications for reimbursement of course(s) must be received in the Office of Teaching & Learning by June 1 of the school year. The total amount budgeted to this plan will be divided equally among the number of people submitting applications. The Employer will notify the Association, in writing, of the distribution to administrators.
 7. Verification for courses can be either transcripts or grade reports indicating that the course was taken for graduate credit and only courses that are passed with a B or better or a "Pass" in a pass/fail system in an ungraded course.
- D. An administrator, with the approval of the Superintendent, is entitled to a leave of absence without loss of pay to attend professional meetings, conferences, or visitations, in the interest of the schools, or for other justifiable reasons.
- E. The Committee will pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by administrators who attend workshops, seminars, conferences, or other professional improvement sessions at the request and/or with the approval of the Superintendent or designee.

ARTICLE XIII: 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 XIV: No Strike

The administrators agree that they will not cause, condone, sanction, or take part in any strike, walkout, slowdown, or work stoppage. The administrators 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 XV: Insurance and Annuity

Administrators shall have the right to participate in all life insurance, accidental death and dismemberment insurance, and medical and surgical insurance benefits provided by any insurance plan adopted and maintained by the Town of Falmouth pursuant to applicable statutes. The cost of such benefits shall be paid as provided in such plan. The School Committee will support efforts to increase the Town's contribution for health insurance.

Administrators are eligible to participate in a "tax-sheltered" annuity plan established pursuant to Public Law 87-37D of the United States consistent with MGL, Chapter 31, Section 37B.

ARTICLE XVI: Dues Deduction

The Committee hereby accepts the provision of MGL, Chapter 180, Section 17C and, in accordance therewith, shall certify to the Treasurer of the Town of Falmouth all payroll deductions from the salaries of administrators for payment of professional dues as the administrators may individually and voluntarily authorize to be deducted, including V.O.T.E. Administrators' authorization for these purposes shall be in writing on suitable forms provided by the Association.

ARTICLE XVII: Protection: Civil and Criminal

- A. Administrators 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 administrator for information in its possession relating to the incident or the person involved, and will act in appropriate ways as liaison between the administrator, 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 administrator alleging that they committed an assault in connection with their employment, the Committee may furnish legal counsel to defend them in such proceedings if they request such assistance. If the Committee does not provide such counsel and the administrator is exonerated, then the Committee will reimburse the administrator for reasonable counsel fees incurred.
- D. A member substituting for the principal who is out of the district and/or on leave, commencing on the 6th day, shall be paid an additional \$35 per day. Substitution shall be defined as covering for a principal for a minimum of one full school day and equivalent thereof during the school year.

ARTICLE XVIII: Administrators' Salary Schedule

- A. See Appendix A.
- B. Administrators shall receive their pay in twenty-six (26) equal installments with an option of receiving a lump sum payment to cover the summer installments.
- C. Unit B members will be eligible for athletic and extracurricular positions not filled by Unit A members provided that the Superintendent does not determine that there is a resulting interference with the individual's Unit B responsibilities. The decision of the Superintendent in this regard shall be final and not subject to the grievance procedure.

ARTICLE XIX: Administrator Evaluation

- A. All monitoring or observation of the work performance of an administrator will be conducted openly and with full knowledge of the administrator. The use of public address or audio systems and similar devices shall not be used in the monitoring or observation of the work performances of administrators.
- B. Administrators will be given a copy of all written evaluation reports prepared by their evaluators and will have the right to discuss such reports with their evaluators. The current evaluation procedure will be followed. See Falmouth Public Schools' online platform for complete current evaluation documents.
- C. The Association recognizes the authority and responsibility of the Superintendent for disciplining or reprimanding an administrator for delinquency of professional performance, however, provided they would be entitled to have a representative of the Association present.
- D. No administrator will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause provided that any dispute concerning dismissal or suspension shall be adjudicated in accordance with MGL Chapter 71.
- E. Job descriptions shall be developed as soon as practicable. When such descriptions are finalized, they shall be among the factors utilized for evaluating performance.

ARTICLE XX: Personal Injury Benefit

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

ARTICLE XXI: GENERAL

- A. Both parties agree that they will not discriminate against any employee covered by this Contract by reason of

race, creed, color, marital status, age, sex, sexual orientation, gender identification, disability, or national origin as provided by law.

- B. There will be no reprisals of any kind taken against any unit member because of their membership in the Association or participation in its activities.
- C. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property during school hours only when the matter is of a pressing nature and cannot be conducted during non-school hours and provided that this shall not interfere with or interrupt normal school operations.
- D. The administrators may use school facilities and equipment for Association business.
- E. The parties agree that the newly created position of Director of Physical Education, Health and Wellness, a system-wide position, is not included in the Unit B bargaining unit. However, in the future, should the current Unit B Director of Athletics position be subsumed into the newly created position, the FEA may seek to have the newly created position included in Unit B.
- F. The positions of Unit B Director of Athletics and Director of Guidance shall be removed from the Unit B bargaining unit once the current employees who hold those positions leave the District.
- F. As of the 2018 – 2019 school year, the parties agree that planning and limited implementation will include curriculum alignment of the sixth grade in the duties of the Science, Math, and English Department Heads. New duties will be limited to curriculum alignment; evaluation of sixth grade staff will not be included. Continued efforts are being made to address the impact of the new duties, additional compensation, and full implementation.

ARTICLE XXII: Waiver Provision

The Administrators and Committee agree:

- A. that each has had a right to bargain for any provision that they wished in this contract;
- B. to waive the right to reopen this contract for any further demands or proposals that were or could have been discussed during negotiation;
- C. that the present contract constitutes a complete agreement on all matters; and
- D. that if other proposals have been made, they have been withdrawn in consideration of the Agreement.

ARTICLE XXIII: Miscellaneous

The Association shall have between 30 – 60 minutes of access to address all bargaining unit members at both Convocation and New Educator Orientation. Notification of any change of employment status of bargaining unit members will be provided within ten (10) school days to the FEA Membership Chair. In addition, the Office of Human Resources will provide a list of current bargaining unit members to the FEA Membership Chair at the beginning and end of each school year.

ARTICLE XXIV: Reduction in Force (RIF) for Administrators with Professional Status

- A. In making reductions in force, merit and ability shall, in all cases, govern. When merit and ability are equal, seniority shall prevail. The determination of relative merit and ability shall be the prerogative of the Superintendent and the School Committee, and an Arbitrator shall not substitute their judgment for the Superintendent's and School Committee's unless they find said judgment to have been unreasonably exercised.
- B. An administrator who is notified of a total reduction shall have the opportunity to receive a *RIF Leave of Absence* in lieu of dismissal. Such leave of absence shall be for a twenty-four (24) month period. In order for

an administrator to elect the RIF leave of absence, the administrator must, within ten (10) days of written notification of intent to recommend reduction from the Superintendent, execute the waiver of any present or future rights under MGL Chapter 71 provided by the Superintendent.

- C. During the RIF leave of absence, administrators shall be recalled to vacancies in positions covered by this Contract in which the administrators have had two (2) years of past successful experience in Falmouth. In cases where two or more administrators are on a RIF leave of absence, the School Committee, upon recommendation of the Superintendent, shall determine which administrator to recall.

Where an administrator does not have such experience in Falmouth, but has comparable experience, the Committee will consider the administrator for the vacant position. The requirement shall not be subject to the grievance procedure of this Contract.

- D. A recall notice shall be sent by certified mail to the last address on record with the Falmouth Public Schools. If the administrator fails to notify the Superintendent within fourteen (14) calendar days of the mailing of the recall notice of their intent to accept recall and commence work on the date stated in the recall notice, the RIF leave of absence shall end and the administrator considered terminated.

ARTICLE XXV: Work Year

The work year shall be as follows:

<u>Position</u>	<u>Contract Year</u>
Director of Athletics	215 days
Elementary Assistant Principals, SEBAs	200 Days
Secondary Assistant Principals, SEBAs	203 Days
Department Heads, Directors, and Others	196 Days
Instructional Managers	190 Days

Up to three (3) of the above days may be worked during the normal school vacation periods with the approval of the principal.

If the Unit B member is required to interview a candidate for employment or perform other unexpected duties on a day when they would otherwise not be working, that day will be considered one of the required days of work.

If the Unit B member has already worked all of the required days, they shall be credited with that day during the following work year.

Evening and weekend school events at Falmouth High School and Lawrence School shall be attended by an Assistant Principal or Principal. Assignment shall be made by the Principal and shall be equitably distributed. The maximum number of events an individual will be required to attend are nine (9).

ARTICLE XXVI: Employee's Children

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

ARTICLE XXVII: Personnel Files

- A. Each administrator shall have the right, upon request, to review the contents of their personnel file maintained at the Administration Building. No other personnel file shall be kept. A representative of the Association may, at the administrator's request, accompany the administrator in this review. The review shall be made in the presence of the person responsible for the safekeeping of these files.
- B. Any complaint by a parent/guardian of a student, or any person, directed toward an administrator deemed serious enough to be included in the administrator's personnel file shall be promptly called to the administrator's attention. The identity of the Complainant shall be made known and the administrator

afforded the opportunity to refute such complaints prior to its inclusion in the file.

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

ARTICLE XXVIII: Duration

The provisions of this Agreement, unless specifically stated otherwise, shall be effective as of September 1, 2019 and shall remain in full force and effect until August 31, 2022. In the event that a new Agreement is not reached by the date of expiration, the conditions of this contract shall remain in full force and effect. Either party may open negotiations for a successor to this Agreement by giving written notice prior to November 1, 2021.

For the Falmouth School Committee

For the Falmouth Educators' Association

Date

Date

**APPENDIX A-1 FEA UNIT B
ADMINISTRATORS SALARY SCHEDULE 2019-2020 SALARIES (1.5%)**

Category I: Assistant Principals, SEBAs and Director of Athletics

	<u>Base Salary</u>	<u>Grade Level Variable</u>
Elementary (K – 4)	1 st \$90,297 – 94,401 *	Middle (5-8) + \$2,239
	2 nd \$95,895	High (9-12) + \$2,982
	3 rd \$98,134	
	Prof. \$103,357	
10 years in a Unit B position	\$105,744	

Differential when substituting for the Principal of \$35.00 per day commencing on the 6th day.

Category II: Department Head/Director

<u>Basic Load</u>	<u>Base Salary</u>
10 or Fewer Staff:	1 st \$86,568 - \$90,297 *
+\$539	2 nd \$91,788
	3 rd \$94,026
	Prof. \$99,251
10 years in a Unit B position	\$100,943

Category III: Grades 7-12 English and Math Department Heads will receive an additional 1.5 High level, Impact/Complexity stipend for additional MCAS and departmental responsibilities for grades 7 and 8 and will not have a teaching assignment.

*Category I, II & III application to new hires determined by the Superintendent after discussion with Unit B chairman.

Teaching Assignment

All Department Heads or Directors may teach up to two (2) classes.

Supervisory Load Variable

Medium Load:	+\$1,408
11-15 Staff	
High Load:	+\$2,253
16+ Staff	

Grade Range Variable

Grades 7-12	+\$451
Grades K-8, 5-12	+\$747
Grades K-12	+\$1,045

Impact/Complexity Variable *

Medium: +\$1,859* High: +\$3,734**

*Department Heads in areas in which MCAS is a requirement for graduation.

**Responsible for accountability data in Math, English, or any other subject area, which becomes a requirement for graduation.

General Factors for All Positions

A. Certification as Supervisor/Director or Principal/Assistant Principal or Special Education Administrator is a Requirement.
If lacking, - \$1,500; no advancement to professional status; three (3) years to complete.

B. Degree Status

1. In educational leadership (admin/supervision) or
2. In the subject field for department heads

Master's degree required; If none: - \$1,000; 5 years to complete.

M +15	+\$796
MA +30	+\$1,494
Double MA; MA +45; or CAGS	+\$2,239
Doctorate	+\$2,687

C. Longevity Increment at 8th year in a Unit B position: +\$1,196

D. No member shall receive less than their current salary plus the COLA for each successor year.

APPENDIX A-2 FEA UNIT B
ADMINISTRATORS SALARY SCHEDULE 2020-2021 SALARIES (2%)

Category I: Assistant Principals, SEBAs and Director of Athletics

	<u>Base Salary</u>	<u>Grade Level Variable</u>
Elementary (K – 4)	1 st \$92,103 - \$96,289*	Middle (5-8) + \$2,284
	2 nd \$97,813	High (9-12) + \$3,042
	3 rd \$100,097	
	Prof. \$105,425	
	10 years in a Unit B position \$107,859	

Differential when substituting for the Principal of \$35.00 per day commencing on the 6th day.

Category II: Department Head/Director

<u>Basic Load</u>	<u>Base Salary</u>
10 or Fewer Staff:	1 st \$88,299 - \$92,103*
+\$550	2 nd \$93,624
	3 rd \$95,907
	Prof. \$101,236
	10 years in a Unit B position \$102,962

Category III: Grades 7-12 English and Math Department Heads will receive an additional 1.5 High level, Impact/Complexity stipend for additional MCAS and departmental responsibilities for grades 7 and 8 and will not have a teaching assignment.

*Category I, II & III application to new hires determined by the Superintendent after discussion with Unit B chairman.

Teaching Assignment

All Department Heads or Directors may teach up to two (2) classes.

Supervisory Load Variable

Medium Load:	+\$1,436
11-15 Staff	
High Load:	+\$2,298
16+ Staff	

Grade Range Variable

Grades 7-12	+\$460
Grades K-8, 5-12	+\$762
Grades K-12	+\$1,066

Impact/Complexity Variable *

Medium: +\$1,896* High: +\$3,809**

*Department Heads in areas in which MCAS is a requirement for graduation.

**Responsible for accountability data in Math, English, or any other subject area, which becomes a requirement for graduation.

General Factors for All Positions

A. Certification as Supervisor/Director or Principal/Assistant Principal or Special Education Administrator is a Requirement.
 If lacking, - \$1,500; no advancement to professional status; three (3) years to complete.

B. Degree Status

1. In educational leadership (admin/supervision) or
2. In the subject field for department heads

Master's degree required; If none: - \$1,000; 5 years to complete.

M+15	+\$812
MA + 30	+\$1,524
Double MA; MA + 45; or CAGS	+\$2,284
Doctorate	+\$2,741

C. Longevity Increment at 8th year in a Unit B position: +\$1,220

D. No member shall receive less than their current salary plus the COLA for each successor year.

APPENDIX A-3 FEA UNIT B
ADMINISTRATORS SALARY SCHEDULE 2021-2022 SALARIES (2.5%)

Category I						
→ Assistant Principals → Special Education Building Administrators → Director of Athletics	STEP	Masters	M +15	M +30	Double M/ M +45 / CAGS	Doctorate
	1	\$95,960 – \$100,250	\$96,788 – \$101,078	\$97,514 – \$101,759	\$98,289 – \$102,579	\$98,755 – \$103,045
	2	\$101,812	\$102,640	\$103,366	\$104,141	\$104,607
	3	\$104,153	\$104,981	\$105,707	\$106,482	\$106,948
	4*	\$109,614	\$110,442	\$111,168	\$111,943	\$112,409
	8	\$112,419	\$113,247	\$113,973	\$114,748	\$115,214
	10	\$112,865	\$113,743	\$114,469	\$115,244	\$115,710
Differential when substituting for the Principal of \$35.00 per day commencing on the 6 th day.						

Category II						
→ Department Heads → Director of Guidance → Instructional Managers	STEP	Masters	M +15	M +30	Double M/ M +45 / CAGS	Doctorate
	1	\$93,418 – \$97,375	\$94,246 – \$98,203	\$94,972 – \$98,929	\$95,747 – \$99,704	\$96,213 – \$100,170
	2	\$97,519	\$98,374	\$99,073	\$99,848	\$100,316
<i>Department Heads or Directors may teach up to two (2) classes.</i>	3	\$99,858	\$100,686	\$101,412	\$102,187	\$102,655
	4*	\$105,321	\$106,149	\$106,875	\$107,650	\$108,118
	8	\$106,572	\$107,400	\$108,126	\$108,901	\$109,369
	10	\$107,871	\$108,749	\$109,475	\$110,250	\$110,718

*Note: All Unit B Members moving to Step 4 require a professional license.

Additional Information:

- Former High Impact variable is applied to all unit members' base salaries.
- Former Supervisory Load variable is provided to all unit members at the three determined levels.
- Former Grade Level Range variable is removed from the contract.
- Former Basic Load variable is removed from the contract.
- No member shall receive less than their current salary plus the COLA for each successor year.