

**AGREEMENT BETWEEN THE
FALMOUTH SCHOOL COMMITTEE
AND
FALMOUTH EDUCATORS' ASSOCIATION
UNIT B
ADMINISTRATORS
2016-2019**

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**ARTICLE I
RECOGNITION**

Pursuant to Chapter 150E of the General Laws of the Commonwealth of Massachusetts, 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
- Special Education Building Administrator (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.

**ARTICLE III
NEGOTIATION PROCEDURE**

A. Not later than October 15 of the calendar year in which this Agreement expires, the Committee and the administrators agree to enter into negotiation for a successor agreement.

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

1. 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 administrators 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**

(Note: amended language in Article IV: Grievance Procedure becomes effective on July 1, 2017. Until such time, the former language remains in effect.)

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 aggrieved employee and to the President of the Association shall permit the aggrieved party or parties 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.

PROCEDURE

STEP ONE:

A grievant shall, with or without a representative of the Association, file a grievance with his/her 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 his/her 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 his/her designee shall meet with the grievant and the said President or his/her designee in an effort to settle the grievance. A decision in writing shall be rendered within ten (10) school days of the Step Two meeting. Copies of the decision shall be sent to the grievant and the President of the Association.

STEP THREE:

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

STEP FOUR:

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

MISCELLANEOUS

If a grievance involves employees who do not have a common principal or supervisor, the grievance may start at Step Two, within the time limits set forth in Step One. A grievance filed by the Association or class or group of employees, or one which is of a general nature, may start at Step Two. During the summer and vacation periods, when school is not in session, business days will be used in place of school days for Steps One through Four. In addition, five 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, 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 administrators recognize that the opportunity to transfer for advancement is an incentive for excellence in the school system. 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 involved and the Superintendent or his/her 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 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 of Schools.

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 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. Any 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, child, parent, grandchild, grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law, and sibling of the administrator or the administrator's spouse or of persons residing in the administrator'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. For leave of absence for any disability related to pregnancy, childbirth or the recuperation there from, the employee is entitled to Sick Leave under the terms of that provision to the extent such employee has sick leave available to her. Leaves for such disabilities which exceed eight (8) weeks shall require medical certification.

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 he/she were actively employed by the Committee during the leave and will be placed on the salary schedule at the level he/she would have achieved had he/she 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 he/she would have achieved had he/she remained actively employed in the system during the period of his/her 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 his/her 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 purpose of giving birth, adopting a child, recovery from complications of pregnancy or childbirth or for child rearing. An administrator who is on child rearing leave shall not be entitled to accrue paid sick leave or other benefits during the period of such leave. Upon return from such leave of absence, an administrator shall return to the step in the salary schedule which she/he held prior to the commencement of such leave or to the next step if consistent with present policy; and she/he shall be restored as soon as a position for which the administrator is qualified becomes available, but in no event must an administrator be returned in the midst of a school year.

M. An administrator upon return from a leave shall be restored to her/his 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 his/her 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 ABUSE**

Alcoholism and drug abuse is recognized by the parties to be treatable illnesses. 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 alcoholism or drug abuse to undergo a program designed to rehabilitate the employee.

If the employee refuses to avail him/herself of assistance, and alcoholism or drug abuse impairs work performance, attendance, conduct, or reliability, the normal contractual disciplinary procedures for dealing with problem employees 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 abuse problems.
2. A process for dealing with HIV/AIDS if and when the necessity arises.
3. Other types of counseling programs for members who are in need of such services.

**ARTICLE X
NOTICE OF RETIREMENT**

An administrator with fifteen (15) cumulative years of service in the Falmouth School System who notifies the Committee of his/her intent to retire under the Massachusetts retirement system 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 School System shall receive 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 School System 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>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>
11 Years of Service in Falmouth	\$525	\$625	\$725
15 Years of Service in Falmouth	\$825	\$925	\$1,025
20 Years of Service in Falmouth	\$925	\$1,025	\$1,125
25 Years of Service in Falmouth	\$1,050	\$1,150	\$1,250

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

B. Employees with at least fifteen (15) completed cumulative years of service in Falmouth, and who have provided a written notice of intent to retire, shall receive ten thousand five hundred dollars (\$10,500.00) minus the total of Longevity Compensation received during the last three (3) years of employment. For the 2017-2018 school-year, the longevity compensation will be \$11,000.00. For the 2018-2019 school-year and beyond, the longevity compensation shall be \$12,000.00. Written notice to the Superintendent shall be made on or before December 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**

(Note: amended language in Article XII: Guidelines For Professional Improvement becomes effective on July 1, 2017. Until such time, the former language remains in effect.)

As administrators in the Falmouth Public Schools begin to accumulate credits beyond their Master's Degree, 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 his/her 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 Curriculum & Instruction no later than twenty-one (21) calendar days prior to the start of the course, unless special circumstances (late announcement of a course offering, etc.) interfere with this deadline. Electronic submission of the notification/preapproval form is allowed. The form will be processed and returned to the applicant within seven (7) calendar days of submittal. Failure to process and return the form within the allocated time period constitutes approval.

2. The amount to be used for tuition reimbursement is \$9,000. For the 2017-18 school year, the amount will be \$13,000. For the 2018-19 school year and thereafter, the amount will be \$15,000.

3. The reimbursement shall be for the costs of the course including tuition and fees up to \$850 per course; for the 2017-18 school year, the amount will be \$900.00 per course; and for the 2018-19 school year and thereafter the amount will be \$1000.00 per course. Reimbursement requests must be in the form of receipted bills from the college or university (or the collecting agency for the college) accompanied by a transcript or grade report from the college or university documenting the administrator's performance in the course(s) for which he/she seeks 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 the 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 Curriculum & Instruction)

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 Curriculum & Instruction 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 his/her 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, or 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, 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 Massachusetts General Law, Chapter 31, Section 37B.

**ARTICLE XVI
DUES DEDUCTION**

The Committee hereby accepts the provision of Section 17C of Chapter 180 of the General Laws of Massachusetts 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: CRIMINAL AND CIVIL**

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 he/she committed an assault in connection with his/her employment, the Committee may furnish legal counsel to defend him/her in such proceedings if he/she requests 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 by him/her.

**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 superiors and will have the right to discuss such reports with their superiors. The current evaluation procedure will be followed. See Falmouth Public Schools' website for complete current evaluation agreement, documents and procedures.

C. The Association recognizes the authority and responsibility of the Superintendent for disciplining or reprimanding an administrator for delinquency of professional performance, however, provided he/she 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 Chapter 71 of the Massachusetts General Laws.

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 his/her employment, he/she will be paid his/her full salary (less the amount of any workman'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, handicap or national origin as provided by law.

B. There will be no reprisals of any kind taken against any unit member because of his/her 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 parties agree that planning, limited implementation and development of a memorandum of agreement will occur during the 2017-18 school year to 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. The MOA will address the impact of the new duties, additional compensation, and full implementation during the 2018-19 school year.

ARTICLE XXII WAIVER PROVISION

The administrators and Committee:

1. Agree that each has had a right to bargain for any provision that he/she wished in this contract.
2. Agree to waive the right to reopen this contract for any further demands or proposals that were or could have been discussed during negotiation.
3. Agree that the present contract constitutes a complete agreement on all matters.
4. Agree that if other proposals have been made, they have been withdrawn in consideration of the Agreement.

ARTICLE XXIII AGENCY SERVICE FEE

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

ARTICLE XXIV REDUCTION IN FORCE FOR TENURED ADMINISTRATORS

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 his/her judgment for theirs unless he/she finds their judgment to have been unreasonably exercised.

B. An administrator who is notified of a total reduction shall have the opportunity to receive a "R.I.F. 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 R.I.F. leave of absence, the administrator must, within ten (10) days of written notification from the Superintendent of intent to recommend reduction, execute on a form provided by the Superintendent, a waiver of any present or future rights under Chapter 71 of the Massachusetts General Laws.

C. During the R.I.F. leave of absence provided for above, 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 R.I.F. 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 School Department. If the administrator fails to notify the Superintendent within fourteen (14) calendar days of the mailing of the recall notice of his/her intent to accept recall and commence work on the date stated in the recall notice, the R.I.F. 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

Up to three (3) of the above days may be worked during the normal school vacation periods (exclusive of weekends) 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 he/she 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, he/she 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).

Effective with the 2018-19 school year and beyond, the administration may assign up to three extra work days for system-wide and building professional development and related activities. The days will be contiguous to the school year and the scheduling of any such days will be included in the annual meeting calendar. The rate of pay for such work shall be \$35.00 per hour when a Unit B member is a participant and \$50.00 per hour when a Unit B member is a facilitator and/or presenter. These same rates of pay shall apply to any approved additional professional development activities of a similar nature that occur outside the work days of the Unit B contractual work year.

**ARTICLE XXVI
EMPLOYEES' CHILDREN**

The request by a non-resident employee whose child is accepted into the Falmouth 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**

1. Each administrator shall have the right, upon request, to review the contents of his/her 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.

2. Any complaint by a parent 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.

3. 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 he/she has read such material by affixing his/her signature on the actual copy to be filed with the understanding that such signature merely signifies that he/she has read the material to be filed and does not indicate agreement with its contents.

4. The administrator shall have the right to answer any material contained in his/her files, and his/her 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.

5. 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, 2016 and shall remain in full force and effect until August 31, 2019. 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, 2018.

For the Falmouth School Committee

For the Falmouth Educators' Association

Date

Date

**APPENDIX A-1 FEA UNIT B
ADMINISTRATORS SALARY SCHEDULE 2016-2017 SALARIES (1.5%)**

Category I: Assistant Principals, SEBAs and Director of Athletics

	<u>Base Salary</u>	<u>Grade Level Variable</u>
Elementary (K-6)	1st \$85,090-88,958*	Middle (7-8) + \$2,110
	2nd \$90,365	High (9-12) + \$2,811
	3rd \$92,476	
	Prof. \$97,397	
	10 years in a Unit B position \$99,647	

Differential when substituting for the Principal of \$35.00 per day commencing on the 16th day.

Category II: Department Head/Director

<u>Basic Load</u>	<u>Base Salary</u>
10 or Fewer Staff:	1st \$81,577-\$85,090*
+\$508	2nd \$86,496
	3 rd \$88,604
	Prof. \$93,528
	10 years in a Unit B position \$95,123

Category III: Effective for the 2010-2011 school year and thereafter, 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:	+\$1,327
11-15 Staff	
High Load:	+\$2,123
16+ Staff	

Grade Range Variable:

Grades 7-12	+\$424
Grades K-8, 5-12	+\$704
Grades K-12	+\$986

Impact/Complexity Variable:*

Medium:	+\$701*
High:	+\$1,408**

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

**Responsible for adequate yearly progress 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 is a Requirement.
If lacking: - \$1,500; no advancement to professional status; 3 years to complete.
- B. Degree Status
 - 1. In 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:	+\$750
MA + 30:	+\$1,408
Double MA; MA + 45; or CAGS:	+\$2,110
Doctoral:	+\$2,531
- C. Longevity Increment
At 8th year in a Unit B position: \$1,127

**APPENDIX A-2 FEA UNIT B
ADMINISTRATORS SALARY SCHEDULE 2017-2018 SALARIES (2.25%)**

Category I: Assistant Principals, SEBAs and Director of Athletics

	<u>Base Salary</u>	<u>Grade Level Variable</u>		
Elementary (K-6)	1st	\$87,005-90,959*	Middle (7-8)	+ \$2,158
	2nd	\$92,399	High (9-12)	+ \$2,874
	3rd	\$94,556		
	Prof.	\$99,589		
	10 years in a Unit B position	\$101,889		

Differential when substituting for the Principal of \$35.00 per day commencing on the 16th day.

Category II: Department Head/Director

<u>Basic Load</u>	<u>Base Salary</u>
10 or Fewer Staff:	1st \$83,412-\$87,005*
+\$519	2nd \$88,442
	3 rd \$90,598
	Prof. \$95,633
10 years in a Unit B position	\$97,263

Category III: Effective for the 2010-2011 school year and thereafter, 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:	+\$1,356
11-15 Staff	
High Load:	+\$2,171
16+ Staff	

Grade Range Variable:

Grades 7-12	+\$434
Grades K-8, 5-12	+\$720
Grades K-12	+\$1,008

Impact/Complexity Variable:*

Medium:	+\$717*
High:	+\$1,439**

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

**Responsible for adequate yearly progress 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 is a Requirement.
If lacking: - \$1,500; no advancement to professional status; 3 years to complete.
- B. Degree Status
 - 1. In 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:	+\$767
MA + 30:	+\$1,439
Double MA; MA + 45; or CAGS:	+\$2,158
Doctoral:	+\$2,588
- C. Longevity Increment
At 8th year in a Unit B position: \$1,152

**APPENDIX A-3 FEA UNIT B
ADMINISTRATORS SALARY SCHEDULE 2018-2019 SALARIES (2.25%)**

Category I: Assistant Principals, SEBAs and Director of Athletics

	<u>Base Salary</u>	<u>Grade Level Variable</u>	
Elementary (K-6)	1st \$88,963-93,006*	Middle (7-8)	+ \$2,206
	2nd \$94,478	High (9-12)	+ \$2,938
	3rd \$96,684		
	Prof. \$101,830		
10 years in a Unit B position	\$104,181		

Differential when substituting for the Principal of \$35.00 per day commencing on the 16th day.

Category II: Department Head/Director

<u>Basic Load</u>	<u>Base Salary</u>
10 or Fewer Staff:	1st \$85,289-\$88,963*
+\$500	2nd \$90,432
	3 rd \$92,636
	Prof. \$97,784
10 years in a Unit B position	\$99,451

Category III: Effective for the 2010-2011 school year and thereafter, 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:	+\$1,387
11-15 Staff	
High Load:	+\$2,220
16+ Staff	

Grade Range Variable:

Grades 7-12	+\$444
Grades K-8, 5-12	+\$736
Grades K-12	+\$1,030

Impact/Complexity Variable:*

Medium:	+\$733*
High:	+\$1,472**

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

**Responsible for adequate yearly progress 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 is a Requirement.
If lacking: - \$1,500; no advancement to professional status; 3 years to complete.
- B. Degree Status
 - 1. In 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:	+\$784
MA + 30:	+\$1,472
Double MA; MA + 45; or CAGS:	+\$2,206
Doctoral:	+\$2,647
- C. Longevity Increment
At 8th year in a Unit B position: \$1,178