## AGREEMENT

## Between

# THE TOWN OF BARNSTABLE SCHOOL COMMITTEE

# And

## THE BARNSTABLE TEACHERS ASSOCIATION

**Licensed Employee Unit** 

Effective September 1, 2017

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## 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 and Caseload Size

A. Class and Caseload Size (K-3 effective year 1; all others effective year 2)

PreK	Class: strive for 15
K-3	Class: strive for 23, cap at 25
4-5	Caseload: strive for 53
6-7	Caseload: strive for 105
Specialists 4-7	Caseload: strive for 600
8-12, 4 teaching blocks	Class: strive for 23; Caseload: cap at 110
8-12, 5 teaching blocks	Class: strive for 23; Caseload: cap at 120

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.

C. The Parties will form a committee of Administration and Association members to evaluate school counselor caseloads and make non-binding recommendations (no later than January 3, 2019) to the parties for consideration during the next negotiation period or sooner.

#### 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) afternoon or 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. Preparation time for K-5 Employees shall total 250 minutes per week, in blocks of at 50 consecutive minutes per day. Preparation time at PreK, K-3, 4-5, 6-7 and 8-12 will be equitable by building and level (K-3). Where practicable, employees in Pre-K 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.

F. With the implementation of a new high school schedule, grade level 8-12 employees (secondary teachers) shall be assigned 9 class sections over 2 years, alternating 4 class sections one year and 5 class sections the next or vice versa.

Teachers may volunteer to teach 5 class sections every year with the conditions for teaching 5 as outlined below.

In a secondary employee's year of 4 class sections, he/she will have at least 1 daily prep period of consecutive minutes equal in length to the most widely-implemented teaching block, for a total of at least 5 per week. Employees teaching 4 class sections will have 2 common planning periods per week and 3 duties per week, which may include directed study and other duties as defined in the duty language in this article of the collective bargaining agreement.

In a secondary employee's year of 5 class sections, he/she will have at least 1 daily prep period of consecutive minutes equal in length to the most widely-implemented teaching block, for a total of at least 6 preparation periods per week. Employees teaching 5 class sections will have 1 common planning period per week and 1 duty per week, which may be a directed study or another duty as defined in the duty language in this article of the collective bargaining agreement but cannot be lunch duty or roaming duty. Employees teaching 5 class sections cannot be assigned to substitute for an absent colleague.

Grade level 8-12 employees will have no more than three different courses for which to prep at a time. Courses taught to the same grade, but at different levels in different class sections, are defined as separate courses. (i.e. English 2 H, English 2 CP are separate courses that meet at separate times and require separate preparation, while Theater Arts H and CP which meet in the same room at the same time will continue to be considered one Multi-Level section).

Special Education Teachers in Grades 8-12 will continue the status quo of their job requirements and working conditions as were present before a schedule change, teaching 4 class sections each year, maintaining a caseload, and no duties.

During the 2018-2019 school year, provided that is the first year of a new schedule, there shall be a joint committee of Association and Administration members for purposes of reviewing the ongoing implementation of the new schedule, to meet no fewer than 6 times with agenda and meeting minutes published to the staff. The committee will be co-chaired by one member of BTA leadership. The work of the committee will include student and teacher surveys, the results of which will be made public to the staff and the meetings of such committee will be open to staff members. The committee will continue its work under the same parameters, during the 2019-2020 school year, or the second year of a new schedule, if determined necessary by a vote of the staff in May.

Secondary teachers with professional teacher status who are employed at Barnstable High School at the implementation of a new schedule shall not be subject to a reduction in force for four years, due to the implementation of a new schedule. Nothing in this section limits the School Committee's authority to implement a reduction in force for any other reason pursuant to its statutory authority.

G. School Counselors will be exempt from duties at Barnstable High School.

H. Grade level 6-7 employees may be assigned one (1) duty period and shall receive one (1) prep period of at least 45 minutes. At the discretion of the principal, a PreK-7 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-7 grade level shall not exceed the time of a regular class per day.

I. The teaching time in grade level 6-7 shall not exceed 264 minutes per day. Any additional minutes added to the teaching time of 264 at BIS will be used for classroom instruction in academic and enrichment areas, not for community-building blocks like Connect to Respect, Go Blocks, or Homeroom.

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

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

L. Only educators on a Developing Plan, Directed Plan, or Improvement Plan will submit weekly lessons plans to their supervisor and/or evaluator.

M. The Out of District Coordinator will be responsible for Barnstable High School students in Out of District placements.

N. 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

O. A full-length contractual faculty meeting will be provided for teachers of K-7 students the week prior to end of each trimester for work toward report card completion.

### 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 February 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 teacher salary schedule is based upon a maximum of one hundred eightythree (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 30<sup>th</sup>. 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 three (3) 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 leave must give the Superintendent written notice of the employee's intention to return to school the following September by February 1 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.

#### 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. Employees will be able to convert unused personal days at the end of the school year to sick days to be added to the member's sick day accumulation.

C. 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.

D. 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.

E. 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.

F. 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.

Accumulated Sick Days	Payment
At least 180 days	\$30 per day
At least 180 days	\$25 per day
At least 160 days	\$25 per day
At least 150 days	\$25 per day
At least 145 days	\$25 per day
At least 135 days	\$25 per day
At least 125 days	\$25 per day
	At least 180 days At least 180 days At least 160 days At least 150 days At least 145 days At least 135 days

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 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 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.

Salary schedule advancement will be submitted by Oct 1 and Feb 1 of each year and will be effective in the following 1-2 pay-periods.

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 the full cost of a three-credit graduate course at Bridgewater State University, 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/offerings 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/offerings during the employee's workday.

6. Subject to the advance approval requirement and course reimbursement maximum set forth above, a licensed employee whose position requires a Sheltered English Immersion (SEI) Endorsement to his/her educator license will be reimbursed for the cost of tuition and fees for courses/offerings/exams that result in obtaining an SEI Endorsement. The employee must obtain the approval of the Superintendent or his/her designee to attend any course/offerings 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

D. The Committee will reimburse an employee for one (1) Massachusetts Test for Educator Licensure administration fee upon meeting passing requirements for gaining additional licensure in areas of need as determined by and approved in advance by the Superintendent of Schools/designee

E. A biannual report will be sent to the Association President, or his/her designee, outlining courses that have been approved and denied with member name, course title and name of corresponding institution of higher education.

#### 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 substituteteaching 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.

	2017-2020
From max. to 15 years of service in Barnstable	\$1,550
After 15 years in Barnstable	\$1,650
After 20 years in Barnstable	\$1,750
After 25 years in Barnstable	\$1,900
After 30 years in Barnstable	\$2,100

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 buyout 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 he 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.

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 fulltime 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, 2017 and will continue and remain in full force and effect through August 31, 2020, and shall be automatically renewed from year to year unless by October 1, 2019 or by November 20 in any succeeding year either party notifies the other in writing of its desire to terminate this agreement.

Barnstable School Committee

Barnstable Teachers Association

By:

Christopher Joyce 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.

D. Change in working conditions: In consideration of the bargaining unit members' implementation of the Barnstable High School schedule as reflected in Article 6, bargaining unit employees at M, M15, M30, M45, M60 & PHD on the 91<sup>st</sup> day of 2019-20 school year shall receive a 2% base pay increase. For purposes of implementation of this base pay increase, bargaining unit members who are on the B30 column and who are not required to hold a Master's degree for professional license will be included in the M column until such time as they resign or retire.

	В	B+15	B+30/M	M+15	M+30	M+45	M+60/PHD
1	46,302	48,236	50,392	51,360	52,322	53,035	53,563
2	50,157	52,088	54,259	55,228	56,192	56,899	57,466
3	52,088	54,025	56,192	57,153	58,051	58,759	59,345
4	54,025	55 <i>,</i> 958	58,051	59 <i>,</i> 085	60,043	60,753	61,358
5	55 <i>,</i> 957	57,817	60,043	61,019	61,974	62,685	63,311
6	57,817	60,705	63,904	64,873	65,835	66,549	67,211
7	59,820	62,848	65,835	66,803	67,770	68,482	69,163
8	63,859	66,767	69,888	70,755	71,619	72,331	73,052
9	70,947	73,785	76,857	77,940	78,274	78,985	79,773
10	73,608	76,532	79,696	80,638	81,063	81,774	82,589
11	77,367	80,397	83,666	84,642	83,852	84,561	85,403
12	-	-	-	-	87,971	88,706	89,580

### 2017/2018 BTA SALARY SCHEDULE Effective SEPTEMBER 1, 2017 2%

#### 2018/2019 BTA SALARY SCHEDULE Effective SEPTEMBER 1, 2018 2% В B+15 B+30/M M+15 M+30 M+45 M+60/PHD 47,228 49,201 51,400 52,387 53,368 54,096 54,634 51,160 55,344 56,333 58,615 53,130 57,316 58,037 60,532 53,130 55,106 57,316 58,296 59,212 59,934 55,106 57,077 59,212 60,267 61,244 61,968 62,585 57,076 61,244 62,239 63,939 64,577 58,973 63,213 58,973 61,919 65,182 66,170 67,152 67,880 68,555

68,139

72,170

79,499

82,251

86,335

-

69,125

73,051

79,839

82,684

85,529

89,730

69,852 73,778

80,565

83,409

86,252

90,480

1

2

3

4

5

6

7

8

9

10

11

12

61,016

72,366

75,080

78,914

-

64,105

75,261

78,063

82,005

-

65,136 68,102

67,152

71,286

78,394

81,290

85,339

-

# 2019/2020 BTA SALARY SCHEDULE Effective SEPTEMBER 1, 2019 2%

70,546

74,513

81,368

84,241

87,111

91,372

			B+30				
	В	B+15	/M	M+15	M+30	M+45	M+60/PHD
1	48,173	50,185	52,428	53,435	54,435	55,178	55,727
2	52,183	54,193	56,451	57,460	58,462	59 <i>,</i> 198	59,787
3	54,193	56,208	58,462	59,462	60,396	61,133	61,743
4	56,208	58,219	60,396	61,472	62,469	63,207	63,837
5	58,218	60,152	62,469	63,484	64,477	65,218	65,869
6	60,152	63,157	66,486	67,493	68,495	69 <b>,</b> 238	69,926
7	62,236	65,387	68 <i>,</i> 495	69,502	70,508	71,249	71,957
8	66,439	69,464	72,712	73,613	74,512	75,254	76,003
9	73,813	76,766	79,962	81,089	81,436	82,176	82,995
10	76,582	79,624	82,916	83,896	84,338	85,077	85,926
11	80,492	83,645	87,046	88,062	87,240	87,977	88,853
12	-	-	-	-	91,525	92,290	93,199

# 2019/2020 BTA SALARY SCHEDULE Effective 91st Day, 2019/2020 M, M+15, M+30, M+45, M+60/PHD 2%

								M+60 /
	В	B+15	B+30	Μ	M+15	M+30	M+45	PHD
1	48,173	50,185	52,428	53,477	54,504	55,524	56,282	56,842
2	52,183	54,193	56,451	57 <i>,</i> 580	58,609	59,631	60,382	60,983
3	54,193	56,208	58,462	59,631	60,651	61,604	62,356	62,978
4	56,208	58,219	60,396	61,604	62,701	63,718	64,471	65,114
5	58,218	60,152	62,469	63,718	64,754	65,767	66,522	67,186
6	60,152	63,157	66,486	67,816	68,843	69,865	70,623	71,325
7	62,236	65,387	68,495	69,865	70,892	71,918	72,674	73,396
8	66,439	69,464	72,712	74,166	75,085	76,002	76,759	77,523
9	73,813	76,766	79,962	81,561	82,711	83,065	83,820	84,655
10	76,582	79,624	82,916	84,574	85,574	86,025	86,779	87,645
11	80,492	83,645	87,046	88,787	89,823	88,985	89,737	90,630
12	-	-	-	-	-	93,356	94,136	95,063

### 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.

4. The Parties agree to form a committee of equal Administration and Association members to evaluate the equity in Appendix B, Athletic Coaching stipends and positions and make non-binding recommendations (no later than September 1, 2019) to the parties for consideration during the next negotiation period.

## COACH STIPENDS - HIGH SCHOOL AND MIDDLE SCHOOL 2017-2018

Effective 9/1/	17	2.00%				
	1st	2nd	3rd	4th	5th	6th
Football						
H.S. Assistant	4,516	4,787	5,056	5,325	5,596	5,865
H.S. Head	8,312	8,768	9,225	9,682	10,137	10,595
M.S. Assistant	2,400	2,524	2,640	2,763	2,880	3,004
M.S. Head	3,906	4,102	4,295	4,492	4,684	4,879
Basketball					-	
H.S. Assistant	3,558	3,785	4,010	4,237	4,462	4,688
H.S. Head	5,988	6,347	6,707	7,068	7,428	7,788
M.S. Assistant	1,806	1,894	1,980	2,063	2,154	2,243
M.S. Head	2,699	2,840	2,976	3,118	3,257	3,396
Hockey						
H.S. Assistant	3,558	3,785	4,010	4,237	4,462	4,688
H.S. Head	5,988	6,347	6,707	7,068	7,428	7,788
Baseball, Softba	all					
H.S. Assistant	3,558	3,785	4,010	4,237	4,462	4,688
H.S. Head	5,988	6,347	6,707	7,068	7,428	7,788
M.S. Assistant	1,806	1,894	1,980	2,063	2,154	2,243
M.S. Head	2,699	2,840	2,976	3,118	3,257	3,396
Lacrosse, Spring	g Track,	Sailing				
H.S. Assistant	3,490	3,689	3,889	4,087	4,286	4,484
H.S. Head	4,961	5,220	5,480	5,738	5,998	6,257
M.S. Assistant	1,501	1,577	1,655	1,730	1,806	1,879
M.S. Head	2,100	2,208	2,315	2,425	2,529	2,636
Soccer, Volleyb	all, Field	l Hockey	,			
H.S. Assistant	3,101	3,324	3,545	3,766	3,987	4,210
H.S. Head	4,896	5,172	5,448	5,724	6,000	6,275
M.S. Assistant	1,501	1,577	1,655	1,730	1,806	1,879
M.S. Head	1,806	1,894	1,980	2,063	2,154	2,243
Golf - Fall & Spi	ring					
H.S. Head	3,294	3,525	3,755	3,986	4,217	4,447
H.S. Jr. Varsity	1,762	1,876	1,991	2,106	2,220	2,335
Cross Country						
H.S. Assistant	3,146	3,389	3,631	3,874	4,118	4,360
H.S. Head	3,462	3,693	3,923	4,154	4,384	4,615
M.S. Assistant	1,501	1,577	1,655	1,730	1,806	1,879
M.S. Head	2,100	2,208	2,315	2,425	2,529	2,636
Tennis - Boys &	Girls					
H.S. Assistant	2,349	2,503	2,657	2,811	2,964	3,118
H.S. Head	3,088	3,326	3,564	3,802	4,041	4,279
M.S. Head	1,138	1,201	1,266	1,325	1,382	1,446
Winter Track						

3,064 3,258 3,453 3,647 3,842 4,035 H.S. Assistant H.S. Head 4,588 4,858 5,125 5,393 5,662 5,930 Cheerleader Advisor H.S. Assistant 2,349 2,503 2,657 2,811 2,964 3,118 H.S. Head 3,088 3,326 3,564 3,802 4,041 4,279 **Gymnastics & Swimming** 3,045 3,273 3,501 3,729 3,957 4,183 Assistants Head 4,352 4,592 4,832 5,071 5,311 5,551 Wrestling H.S. Assistant 3,045 3,273 3,501 3,729 3,957 4,184 H.S. Head 4,353 4,593 4,832 5,071 5,311 5,551 **Team Physician** Football 2,091 Equipment Manager (Per Season) 1,144 Athletic EMT Step 1 41,526 Step 2 43,816 Step 3 45,354 Step 4 47,424 Step 5 49,382 Step 6 51,376 Step 7 53,312 Step 8 55,269 Step 9 55,943 Step 10 59,410

Step 11 61,197

#### COACH STIPENDS - HIGH SCHOOL AND MIDDLE SCHOOL 2018-2019

Effective 9/1/	2.00%					
	1st	2nd	3rd	4th	5th	6th
Football						
H.S. Assistant	4,607	4,883	5,157	5,432	5,708	5,982
H.S. Head	8,478	8,943	9,409	9 <i>,</i> 875	10,340	10,806
M.S. Assistant	2,448	2,575	2,693	2,818	2,937	3,064
M.S. Head	3,984	4,184	4,381	4,582	4,778	4,976
Basketball						
H.S. Assistant	3,629	3,860	4,090	4,321	4,551	4,782
H.S. Head	6,107	6,474	6,841	7,210	7,577	7,944
M.S. Assistant	1,842	1,932	2,020	2,104	2,197	2,288
M.S. Head	2,753	2,897	3,035	3,181	3,322	3,464
Hockey						
H.S. Assistant	3,629	3,860	4,090	4,321	4,551	4,782
H.S. Head	6,107	6,474	6,841	7,210	7,577	7,944

Baseball, Softba	all					
H.S. Assistant	3,629	3,860	4,090	4,321	4,551	4,782
H.S. Head	6,107		4,050 6,841	7,210	7,577	
M.S. Assistant	1,842	6,474 1 022	2,020	2,104		7,944
M.S. Head	2,753	1,932		-	2,197	2,288
Lacrosse, Spring	-	2,897	3,035	3,181	3,322	3,464
H.S. Assistant		-	2 066	1 160	1 272	1 571
H.S. Head	3,560 5.061	3,763	3,966	4,169	4,372	4,574 6 2 9 2
M.S. Assistant	5,061	5,324	5,589	5,853	6,118	6,382
M.S. Head	1,531	1,608	1,688	1,764	1,842	1,917
	2,142	2,252	2,361	2,474	2,580	2,689
Soccer, Volleyb H.S. Assistant		•	2 6 1 6	2 0/1	4 067	1 201
	3,163	3,390	3,616	3,841	4,067	4,294
H.S. Head	4,994	5,275	5,557	5,838	6,120	6,401
M.S. Assistant	1,531	1,608	1,688	1,764	1,842	1,917
M.S. Head	1,842	1,932	2,020	2,104	2,197	2,288
Golf - Fall & Spr	-		2 0 2 4	4.000	4 204	4 5 2 6
H.S. Head	3,360	3,595	3,831	4,066	4,301	4,536
H.S. Jr. Varsity	1,797	1,914	2,031	2,148	2,265	2,382
Cross Country		· ·				
H.S. Assistant	3,209	3,457	3,704	3,952	4,200	4,448
H.S. Head	3,531	3,767	4,002	4,237	4,472	4,707
M.S. Assistant	1,531	1,608	1,688	1,764	1,842	1,917
M.S. Head	2,142	2,252	2,361	2,474	2,580	2,689
Tennis - Boys &						
H.S. Assistant	2,396	2,553	2,710	2,867	3,023	3,181
H.S. Head	3,150	3,393	3,635	3,878	4,121	4,365
M.S. Head	1,161	1,225	1,291	1,351	1,410	1,475
Winter Track						
H.S. Assistant	3,125	3,324	3,522	3,720	3,919	4,116
H.S. Head	4,680	4,955	5,228	5,501	5,776	6,049
Cheerleader Ad	visor					
H.S. Assistant	2,396	2,553	2,710	2,867	3,023	3,181
H.S. Head	3,150	3,393	3,635	3,878	4,121	4,365
Gymnastics & S		-				
Assistants					4,036	4,267
Head 4,439	4,684	4,929	5,172	5,417	5,662	
Wrestling						
H.S. Assistant		•				
H.S. Head	4,440	4,685	4,928	5,172	5,417	5,662
Team Physician						
Football	2,133					
Equipment Mar	nager (Pe	er Seaso	n)	1,167		
Athletic EMT						
Step 1 42,357						
Step 2 44,692						
Step 3 46,261	Step 4	48,372				

 Step 5
 50,369

 Step 6
 52,403
 Step 7
 54,379

 Step 8
 56,374

 Step 9
 57,062

 Step 10
 60,598

 Step 11
 62,421

### COACH STIPENDS - HIGH SCHOOL AND MIDDLE SCHOOL 2019-2020

Effective 9/1/19		2.00%				
	1st	2nd	3rd	4th	5th	6th
Football						
H.S. Assistant	4,699	4,980	5,260	5,540	5,822	6,102
H.S. Head	8,648	9,122	9,597	10,073	10,547	11,023
M.S. Assistant	2,497	2,626	2,747	2,874	2,996	3,125
M.S. Head	4,064	4,268	4,469	4,674	4,874	5,076
Basketball						
H.S. Assistant	3,702	3,938	4,172	4,408	4,642	4,878
H.S. Head	6,230	6,604	6,978	7,354	7,728	8,103
M.S. Assistant	1,879	1,970	2,060	2,146	2,241	2,333
M.S. Head	2,808	2,955	3,096	3,244	3,389	3,533
Hockey						
H.S. Assistant	3,702	3,938	4,172	4,408	4,642	4,878
H.S. Head	6,230	6,604	6,978	7,354	7,728	8,103
Baseball, Softba	all					
H.S. Assistant	3,702	3,938	4,172	4,408	4,642	4,878
H.S. Head	6,230	6,604	6,978	7,354	7,728	8,103
M.S. Assistant	1,879	1,970	2,060	2,146	2,241	2,333
M.S. Head	2,808	2,955	3,096	3,244	3,389	3,533
Lacrosse, Spring	g Track,	Sailing				
H.S. Assistant	3,631	3,838	4,046	4,252	4,459	4,666
H.S. Head	5,162	5,431	5,701	5,970	6,241	6,510
M.S. Assistant	1,561	1,640	1,722	1,800	1,879	1,955
M.S. Head	2,185	2,297	2,408	2,523	2,632	2,742
Soccer, Volleyb	all, Field	l Hockey				
H.S. Assistant	3,226	3,458	3,688	3,918	4,148	4,380
H.S. Head	5,094	5,381	5,668	5,955	6,242	6,529
M.S. Assistant	1,561	1,640	1,722	1,800	1,879	1,955
M.S. Head	1,879	1,970	2,060	2,146	2,241	2,333
Golf - Fall & Spr	•					
H.S. Head	3,427	3,667	3,907	4,147	4,387	4,627
H.S. Jr. Varsity	1,833	1,952	2,071	2,191	2,310	2,429
Cross Country						
H.S. Assistant	3,274	3,526	3,778	4,031	4,284	4,537
H.S. Head	3,602	3,842	4,082	4,322	4,562	4,801
M.S. Assistant	1,561	1,640	1,722	1,800	1,879	1,955
M.S. Head	2,185	2,297	2,408	2,523	2,632	2,742

Tennis - Boys & Girls 2,444 2,604 H.S. Assistant 2,765 2,924 3,084 3,244 H.S. Head 3,213 3,461 3,707 3,956 4,204 4,452 M.S. Head 1,184 1,249 1,317 1,378 1,438 1,504 Winter Track H.S. Assistant 3,188 3,390 3,592 3,795 3,997 4,198 H.S. Head 4,774 5,054 5,332 5,611 5,891 6,170 Cheerleader Advisor 3,244 H.S. Assistant 2,444 2,604 2,765 2,924 3,084 H.S. Head 3,707 3,213 3,461 3,956 4,204 4,452 Gymnastics & Swimming Assistants 3,168 3,405 3,642 3,879 4,116 4,352 Head 4,528 4,778 5,027 5,276 5,525 5,775 Wrestling 3,168 3,405 3,642 3,879 4,117 4,353 H.S. Assistant H.S. Head 4,528 4,778 5,027 5,275 5,525 5,775 **Team Physician** Football 2,175 Equipment Manager (Per Season) 1,190

Athletic EMTStep 143,204Step 245,586Step 347,186Step 449,340Step 551,377Step 653,451Step 755,466Step 857,502Step 958,203Step 1061,810Step 1163,670

### APPENDIX C Extracurricular Activities and Miscellaneous Specialized Activities

The Parties agree to form a committee of equal Administration and Association members to evaluate the equity in Appendix C stipends and positions and make non-binding recommendations (no later than September 1, 2019) to the parties for consideration during the next negotiation period.

Effective 9/1/17 HIGH SCHOOL	Step 1	Step 2	Step 3	Step 4
Adopt a Soldier Club Advisor All Come Together (ACT) Adviso Stand Up/Stand Out Alpha Omega Animae Club Advisor Art Club Advisor Art National Honor Society Advis	1,639 14,373 1,133 1,133 or1,133			
Astronomy	1,133			
Astropark Coordinator	1,133	E 111	F 717	
B2B Broadcasting Club Advisor	5,211 3,272	5,444 4,087	5,717 4,907	5,717
Marching Band Director Asst. to Band Director	3,272	4,087 4,087	4,907 4,907	5,717
Asst Band Director Percussion	3,272	4,087	4,907	
Best Buddies	1,133	4,007	4,307	
Fall Color Guard Instructor	3,272	4,087	4,907	
Asst. Fall Guard	1,133	4,007	4,007	
Challenge Day Coordinator	1,133			
Chorus Instructor	1,644	2,031	2,865	
Class Advisor, 8th Grade	1,148	)	,	
Class Advisor, Freshman	1,148			
Class Advisor, Sophomore	1,291			
Class Advisor, Junior	1,578			
Class Advisor, Senior	2,439			
Asst. Class Advisor, Senior	1,175			
Debate Coach	1,644	2,031	2,865	
DECA	1,644	2,031	2,865	
Drama Coach	4,087	6,134	8,173	10,217
Asst. Drama Coach	3,272	4,087	4,907	
Asst. Drama Coach (Music)	3,272	4,087	4,907	
East Asian Club Advisor	1,133			
Environmental Club	1,133			
Extended TGA Coordinator	1,133			
Fashion Club	604			

Jazz Lab1,133Key Club1,133Leo Club1,133Literary Magazine1,451Math Club Advisor604
Music National Honor Society Advisor 1,133
National Honor Society 1,133
Newspaper Advisor 2,046 2,865 3,678
Otaku Club Advisor 1,133
Peer Leadership Coordinator 1,133
Philosophy 1,133
Photo Club 1,033
Poetry Coordinator (up to 5) 1,132
Quiz Show Coach 604
Recycling Club Coordinator 1,133
Scuba Club 1,133
Show Choir 1,133
Ski Club Advisor 1,639
Spanish Honor Society Advisor 604
Speech Coach         2,865         3,266         4,087         5,309
Asst. Speech Coach 1,639 2,247 2,866
Speech Club 1,133
Student Council Advisor 3,038
SADD Advisor 1,133
Television Advisor 5,211 5,444 5,717
Treasurer BHS 4,087
Tutoring Coordinator 3,676
Vocal Jazz 1,133
Winter Percussion         3,272         4,087         4,906
Assistant Winter Percussion 1,133
Winter Guard Instructor 3,272 4,087 4,906
Assistant Winter Guard 1,133
Yearbook Advisor (School-Day) 2,046 2,865 3,678
Yearbook Advisor (After-School) 4,851 5,336 5,960
Assistant to Yearbook Advisor 1,639

INTERMEDIATE SCHOOL

After School Chorus Advisor After School Program Coordinato	1,893 0r1,333	
Amazon Trip Coordinator	1,893	
Art Club Advisor	1,066	
Broadcasting Club Advisor	1,133	
Drama Coach	1,894	
Energy Club Advisor	1,066	
Festival Band Club Advisor	1,066	
French Conversation Club Advise	or1,133	
Gateway Geometry Teachers	7,996	
Hip Hop Dance Team Advisor	1,066	
Jazz Band Advisor	1,067	
Marching Band Advisor	1,066	
Multicultural Club	1,133	
National Junior Honor Society	812	
Newspaper Advisor	1,514	
Peer Leadership Advisor	1,630	
Peer Leadership Assistants	733	
Peer Mediation Advisor	1,066	
Saturday School Supervisors	134	each for 2 teachers each Saturday
Science Club	1,133	
Team Leaders	1,333	
Yearbook Advisor	2,865	
	2,000	

### **OTHER POSITIONS**

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

Destination Imagination Coord Future Problem Solving		3,502 1,133		
Gateway Mock Trial Grade 8 A		1,133		
Gateway Mock Trial Grade 9-1	12 Advisor	1,133		
Gateway Specialist		2,153	2,261	2,375, 2,494
Grade 5 Drama		1,171		
Head Teacher		2,690		
Odyssey of Mind		1,133		
Summer School Director		10,247		
Summer School Teacher 1,5	60			
Mentor 1,7	22			
MME Accelerated Schools Pro	oj. Leader	2,080		

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

Project Coordinator	1,333	
Middle School Teacher Leaders	666	each for two teacher leaders
High School Teacher Leaders	666	each for two teacher leaders
Teacher Stipends:		
Professional Development	600	each for three teachers

MA DOE CSL: Living Democracy School Based Program Grant 138

Project Coordinators	2,999	each for two coordinators
Curriculum Review Comm	ittee	
Middle School	833	each for four
High School	833	each for four
Web Master	666	

KIDS Consortium Grant (Community Learning Service)

Two Teacher/Leaders:	
High School Recycling Club Advisor	666
Elementary School Teacher/Leader	666
Two Project Advisors:	
Middle School	334
High School	334

Banknorth Charitable Foundation Grant (Barnstable Middle School)

Afterschool Program Advisors

Chess	1,066
K.I.D. Smart	1,066
Robotics	1,066
Spanish	1,066
Peer Mediation	1,066
Rockapella	1,066
School Store	1,066
Walk of Fame	1,066
Yoga	1,066

### DEPARTMENT HEADS

CATEGORY I:	
H.S. Guidance	8,634
Science	8,634
Personal Development	8,634
Art	8,634
Applied Technology	8,634
Foreign Language	8,634

SYSTEM:

Personal Development (PreK-8) 8,634

CATEGORY II: High School Equity Officer 7,229

SYSTEM:Music (PreK-5)7,229Music (6-12)7,229SPED Early Childhood Coordinator7,229

CATEGORY III: Alternative School 5,539 BCHMCPS Fed Programs Coordinator 5,539 MS Guidance 5,539 English Language Education 5,539 Pre-K-8 Foreign Language 5,539

#### COORDINATORS

ART Coordinator Pre K-7	3,395
ELL Coordinator PreK-7	3,395
ELL Coordinator 8-12	3,395
PT	4,224
ОТ	4,224
Head Nurse	4,224
Speech/Language	4,224
Title I Site Coordinator	1,779

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 9/1/18 HIGH SCHOOL	Step 1	Step 2	Step 3	Step 4
Adopt a Soldier Club Advisor All Come Together (ACT) Adviso Stand Up / Stand Out	1,156 or 1,307 1,672			
Alpha Omega Animae Club Advisor	14,660 1,156			

Art Club Advisor Art National Honor Society Advis Astronomy	1,156 sor1,156 1,156			
Astropark Coordinator	1,156			
B2B Broadcasting Club Advisor	5,315	5,553	5,831	
Marching Band Director	3,337	4,169	5,005	5,831
Asst. to Band Director	3,337	4,169	5,005	,
Asst Band Director Percussion	3,337	4,169	5,005	
Best Buddies	1,156	.,	0,000	
Fall Color Guard Instructor	3,337	4,169	5,005	
Asst. Fall Guard	1,156	1,100	0,000	
Challenge Day Coordinator	1,156			
Chorus Instructor	1,677	2,072	2,922	
Class Advisor, 8th Grade	1,171	2,072	2,022	
Class Advisor, Freshman	1,171			
Class Advisor, Sophomore	1,317			
Class Advisor, Junior	1,610			
Class Advisor, Senior	2,488			
Asst. Class Advisor, Senior	1,199			
DECA	1,677	2,072	2,922	
Debate Coach	1,677	2,072	2,922	
Drama Coach	4,169	2,072 6,257	8,336	10,421
Asst. Drama Coach	3,337	4,169	5,005	10,421
Asst. Drama Coach (Music)	3,337	4,169	5,005 5,005	
East Asian Club Advisor		4,109	5,005	
Environmental Club	1,156			
Extended TGA Coordinator	1,156			
	1,156 616			
Fashion Club				
French National Honor Society A				
Gay/Straight Alliance	1,156			
Grade 8 Team Leader (up to 4)	1,359			
Habitat for Humanity Club	1,156			
Human Rights Club Advisor	1,156			
Imani Club	1,156			
Interact Club	1,156			
Italian Club Advisor	1,156			
Jazz Band Director	1,156			
Jazz Lab	1,156			
Key Club	1,156			
Leo Club	1,156			
Literary Magazine	1,480			
Math Club Advisor	616			
Music National Honor Society Ad		)		
National Honor Society	1,156		<i>-</i>	
Newspaper Advisor	2,087	2,922	3,752	
Otaku Club Advisor	1,156			

Peer Leadership Coordinator Philosophy Photo Club Poetry Coordinator (up to 5) Quiz Show Coach Recycling Club Coordinator Scuba Club Show Choir Ski Club Advisor Spanish Honor Society Advisor	1,156 1,054 1,054 1,155 616 1,156 1,156 1,156 1,672 616				
Speech Coach	2,922		3,331	4,169	5,415
Asst. Speech Coach	1,672		2,292	2,923	
Speech Club	1,156				
Student Council Advisor	3,099				
SADD Advisor	1,156				
Television Advisor	5,315		5,553	5,831	
Treasurer BHS Tutoring Coordinator	4,169 3,750				
Vocal Jazz	1,156				
Winter Percussion	3,337		4,169	5,004	
Assistant Winter Percussion	1,156		.,	0,001	
Winter Guard Instructor	3,337		4,169	5,004	
Assistant Winter Guard	1,156				
Yearbook Advisor (School-Day)	2,087		2,922	3,752	
Yearbook Advisor (After-School)	4,948		5,443	6,079	
Assistant to Yearbook Advisor	1,672				
INTERMEDIATE SCHOOL					
After School Chorus Advisor		1,931			
After School Program Coordinate	or	1,360			
Amazon Trip Coordinator		1,931			
Art Club Advisor		1,087			
Broadcasting Club Advisor		1,156			
Drama Coach Energy Club Advisor		1,932 1,087			
Festival Band Club Advisor		1,087			
French Conversation Club Adviso	or	1,156			
Gateway Geometry Teachers		8,156			
Hip Hop Dance Team Advisor		1,087			
Jazz Band Advisor		1,088			
Marching Band Advisor		1,087			
Multicultural Club		1,156			
National Junior Honor Society Newspaper Advisor		828 1,544			
Peer Leadership Advisor		1,663			
Peer Leadership Assistants		748			

Peeir Mediation Advisor	1,087
Saturday School Supervisors	137 each for 2 teachers each Saturday
Science Club	1,156
Team Leaders	1,360
Yearbook Advisor	2,922

#### OTHER POSITIONS

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

Destination Imagination Coordinat Future Problem Solving	1,1	56		
Gateway Mock Trial Grade 8 Advis	•			
Gateway Mock Trial Grade 9-12 A	dvisor 1,1	56		
Gateway Specialist	2,196	2,306	2,423	2,544
Grade 5 Drama	1,1	94		
Head Teacher	2,7	44		
Odyssey of Mind	1,1	56		
Summer School Director	10,	452		
Summer School Teacher	1,5	91		
Mentor	1,7	56		
MME Accelerated Schools Proj. Le	eader 2,1	22		

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

Project Coordinator Middle School Teacher Leaders High School Teacher Leaders	1,360 679 679	each for two teacher leaders each for two teacher leaders
Teacher Stipends: Professional Development	612	each for three teachers

MA DOE CSL: Living Democracy School Based Program Grant 138

Project Coordinators	3,059	each for two coordinators
Curriculum Review Comm	ittee	
Middle School	850	each for four
High School	850	each for four
Web Master	679	

KIDS Consortium Grant (Community Learning Service)

Two Teacher/Leaders:High School Recycling Club Advisor679

Elementary School Teacher/Leader	679
Two Project Advisors:	
Middle School	341
High School	341

Banknorth Charitable Foundation Grant (Barnstable Middle School)

Afterschool Program A	dvisors
Chess	1,087
K.I.D. Smart	1,087
Robotics	1,087
Spanish	1,087
Peer Mediation	1,087
Rockapella	1,087
School Store	1,087
Walk of Fame	1,087
Yoga	1,087

DEPARTMENT HEADS CATEGORY I:	
H.S. Guidance	8,807
Science	8,807
Personal Development	8,807
Art	8,807
Applied Technology	8,807
Foreign Language	8,807

#### SYSTEM:

Personal Development (PreK-8) 8,807

CATEGORY II: High School Equity Officer 7,374

SYSTEM: Music (PreK-5) 7,374 Music (6-12) 7,374 SPED Early Childhood Coordinator 7,374

#### CATEGORY III:

Alternative School5,650BCHMCPS Fed Programs Coordinator5,650MS Guidance5,650English Language Education5,650Pre-K-8 Foreign Language5,650

#### COORDINATORS

Art Coordinator PreK-7	3,463
ELL Coordinator PreK-7	3,463
ELL Coordinator 8-12	3,463
PT	4,308
ОТ	4,308
Head Nurse	4,308
Speech/Language	4,308
Title I Site Coordinator	1,815

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 9/1/19 HIGH SCHOOL	Step 1	Step 2	Step 3	Step 4
Adopt a Soldier Club Advisor	1,179			
All Come Together (ACT) Adviso				
Stand Up / Stand Out	1,705			
Alpha Omega	14,953			
Animae Club Advisor	1,179			
Art Club Advisor	1,179			
Art National Honor Society Advis				
Astronomy	1,179			
Astropark Coordinator	1,179			
B2B Broadcasting Club Advisor	5,421	5,664	5,948	
Marching Band Director	3,404	4,252	5,105	5,948
Asst. to Band Director	3,404	4,252	5,105	
Asst Band Director Percussion	3,404	4,252	5,105	
Best Buddies	1,179			
Fall Color Guard Instructor	3,404	4,252	5,105	
Asst. Fall Guard	1,179			
Challenge Day Coordinator	1,179			
Chorus Instructor	1,711	2,113	2,980	
Class Advisor, 8th Grade	1,194			
Class Advisor, Freshman	1,194			
Class Advisor, Sophomore	1,343			
Class Advisor, Junior	1,642			
Class Advisor, Senior	2,538			
Asst. Class Advisor, Senior	1,223			

Debate Coach DECA Drama Coach	1,711 1,711 4,252	2,113 2,113 6,382	2,980 2,980 8,503	10,629
Asst. Drama Coach Asst. Drama Coach (Music) East Asian Club Advisor Environment Club Extended TGA Coordinator Fashion Club French National Honor Society A Gay/Straight Alliance Grade 8 Team Leader (up to 4) Habitat for Humanity Club Human Rights Club Advisor Imani Club Interact Club Italian Club Advisor Jazz Band Director Jazz Lab Key Club Leo Club	3,404 3,404 1,179 1,179 1,179 628 advisor 628 1,179 1,386 1,179 1,179 1,179 1,179 1,179 1,179 1,179 1,179 1,179 1,179 1,179 1,179 1,179	4,252	5,105 5,105	
Math Club Advisor	628			
Music National Honor Society Ac				
National Honor Society Newspaper Advisor	1,179 2,129	2,980	3,827	
Otaku Club Advisor	1,179	_,000	0,021	
Peer Leadership Coordinator	1,179			
Philosophy	1,179			
Photo Club	1,075			
Poetry Coordinator (up to 5) Quiz Show Coach	1,178 628			
Recycling Club Coordinator	1,179			
Scuba Club	1,179			
Show Choir	1,179			
Ski Club Advisor	1,705			
Spanish Honor Society Advisor	628	2 200	4.050	
Speech Coach Asst. Speech Coach	2,980 1,705	3,398 2,338	4,252 2,981	5,523
Speech Club	1,179	2,330	2,301	
Student Council Advisor	3,161			
SADD Advisor	1,179			
Television Advisor	5,421	5,664	5,948	
Treasurer BHS	4,252			
Tutoring Coordinator	3,825			

Vocal Jazz Winter Percussion Assistant Winter Percussion Winter Guard Instructor Assistant Winter Guard Yearbook Advisor (School-Day) Yearbook Advisor (After-School) Assistant to Yearbook Advisor	1,179 3,404 1,179 3,404 1,179 2,129 5,047 1,705		4,252 4,252 2,980 5,552	5,104 5,104 3,827 6,201
INTERMEDIATE SCHOOL After School Chorus Advisor After School Program Coordinato Amazon Trip Coordinator Art Club Advisor Broadcasting Club Advisor Drama Coach Energy Club Advisor Festival Band Club Advisor French Conversation Club Advisor Gateway Geometry Teachers Hip Hop Dance Team Advisor Jazz Band Advisor Marching Band Advisor Multicultural Club National Junior Honor Society Newspaper Advisor Peer Leadership Advisor Peer Leadership Assistants Peer Mediation Advisor Saturday School Supervisors Science Club Team Leaders Yearbook Advisor		1,970 1,387 1,970 1,109 1,179 1,109 1,109 1,109 1,109 1,109 1,109 1,109 1,179 845 1,575 1,696 763 1,109 1,179 1,109 1,179 2,980	each for 2 te	eachers each Saturday

### OTHER POSITIONS

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

Destination Imagination C	oordinato	or 3,643		
Future Problem Solving		1,179		
Gateway Mock Trial Grade	e 8 Advis	or 1,179		
Gateway Mock Trial Grade	e 9-12 Ac	dvisor 1,179		
Gateway Specialist	2,240	2,352	2,471	2,595
Grade 5 Drama		1,218		

Head Teacher	2,799
Odyssey of Mind	1,179
Summer School Director	10,661
Summer School Teacher	1,623
Mentor	1,791
MME Accelerated Schools Proj. Leader	2,164

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

Project Coordinator	1,387		
Middle School Teacher Leaders	693	each	for two teacher leaders
High School Teacher Lead	lers	693	each for two teacher leaders
Teacher Stipends:			
Professional Development	624	each f	for three teachers

MA DOE CSL: Living Democracy School Based Program Grant 138

Project Coordinators	3,120	each for two coordinators
Curriculum Review Commi	ittee	
Middle School	867	each for four
High School	867	each for four
Web Master	693	

KIDS Consortium Grant (Community Learning Service)

693
693
348
348

Banknorth Charitable Foundation Grant (Barnstable Middle School)

Afterschool Program Advisors 1,109 Chess K.I.D. Smart 1,109 1,109 Robotics Spanish 1,109 1,109 Peer Mediation Rockapella 1,109 School Store 1,109 Walk of Fame 1,109 1,109 Yoga

DEPARTMENT HEADS

CATEGORY I: H.S. Guidance Science Personal Development Art Applied Technology Foreign Language	8,983 8,983 8,983 8,983 8,983 8,983 8,983			
SYSTEM: Personal Development (PreK-8) 8,983				
CATEGORY II: High School Equity Officer 7,521				
SYSTEM: Music (PreK-5) 7,521 Music (6-12) 7,521 SPED Early Childhood Co	ordinator	7,521		
CATEGORY III: Alternative School BCHMCPS Fed Programs Coordinator MS Guidance English Language Education Pre-K-8 Foreign Language		5,763 5,763 5,763 5,763 5,763 5,763		
COORDINATORS Art Coordinator PreK - 7 ELL Coordinator PreK-7 ELL Coordinator 8-12 PT OT Head Nurse Speech/Language Title I Site Coordinator	3,532 3,532 3,532 4,394 4,394 4,394 4,394 1,851			

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	\$35 per hour
Leading Curriculum Development	\$40 per hour
Leading Professional Development	\$40 per hour
Tutoring at home	\$35 per hour
BHS Online Academic Advisor	\$35 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

Notwithstanding any provision of this Agreement to the contrary, the number of premium holidays for every employee subscribing to a Town of Barnstable health plan shall not be less than:

2017-18: three (3) holidays 2018-19: three (3) holidays 2019-20: four (4) holidays

A premium holiday is when the Committee pays for what would otherwise be deducted from a subscriber's paycheck.

The number of such holidays each year shall start with the first pay period in October and continue for subsequent pay periods.

# 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.<sup>1</sup> Application for personal leave will be made at least twenty-four (24) hours before taking such leave (except in case of emergencies).<sup>2</sup>

 $\Box$  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.<sup>2</sup>

 $\Box$  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.<sup>2</sup>

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.

 $\Box$  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).

<b>Specific Leave Date</b> (s)		
PRINT NAME:		
Employee's Signature:		Date
Approved by:		Date
Not Approved:		Date
Superintendent (when nece	essary)	Date
With Pay _	Without Pay _	
Cc: Principal Employee Personnel File	It is the staff member's sole responsibility to keep Personal/Temporary Leaves stated above. Your su within the bounds of your individual contract oblig accuracy of your request for a temporary leave.	pervisor's signature is only for authorization

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

<sup>&</sup>lt;sup>2</sup> The Superintendent or designee may make exceptions to this.