

AGREEMENT

Between

**THE TOWN OF BARNSTABLE
SCHOOL COMMITTEE**

and

**THE BARNSTABLE ADMINISTRATORS'
ORGANIZATION**

July 1, 2021– June 30, 2024

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THIS AGREEMENT made and entered by and between the **Barnstable School Committee** (hereinafter referred to as the "Committee") and the **Barnstable Administrators' Organization** (hereinafter referred to as the "Members".)

**ARTICLE I
RECOGNITION**

The Committee recognizes the Barnstable Administrators' Organization, affiliated with the MTA/NEA as the exclusive representative for the purposes of collective bargaining of the following administrative positions: Assistant Principal, Associate Principal, Director of Teaching & Learning, Curriculum Coordinator, Director of ELL, Athletic Director, SPED Coordinator, Assistant SPED Coordinator, Director of Health Services, Grants Manager, Director of Technology, District Network Specialist, District Network Coordinator, Student Information Systems Specialist, Technology Specialist, Assistant Director of Special Education, Data Systems Specialist.

**ARTICLE II
NEGOTIATION PROCEDURE**

- A. Not later than two months prior to the expiration of this agreement, the Committee and the members agree to enter into negotiations for a successor agreement.
- B. Any agreement reached between the Committee and the members will be reduced to writing and will be signed by the Committee and the members.
- C. Except as otherwise provided in this Agreement and other Articles of this Agreement, the School Committee policy with respect to wages, hours and other conditions of employment applicable on the effective date of this Agreement shall continue to be so applicable unless there is good justification for a change. Before any significant new policy is adopted, the Committee will notify the members in writing that it is considering such action prior to it being put into effect provided that it files such a request with the Committee within five (5) days after receipt of said notice.
- D. The Committee has the right to create new positions and/or to change the job description of a present position. When such changes are made, the Committee shall inform the members and the Committee shall negotiate with respect to the question of a change in compensation for the position(s).

**ARTICLE III
GRIEVANCE AND ARBITRATION**

- A. A "grievance" is hereby defined to mean a complaint by a member or group of members based on alleged violations of this Agreement.
- B. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits to the aggrieved employee and to the BAO President shall permit the

aggrieved party or parties to proceed to the next step of the grievance procedure. It is understood that only the Union may seek redress through the arbitration procedure.

- C. Failure at any step of this procedure to appeal the grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- D. A grievance that affects a group or class of members or is of a general nature, may be submitted in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.
- E. If any employee covered by this Agreement shall present any grievance without representation by the members, the disposition, if any, of the grievance shall be consistent with the provisions of this Agreement. The members shall be permitted if they so request, to be heard at each level of the procedure under which the grievance shall be considered.
- F. Grievance Procedure.

Level One, Part A - An informal settlement between the member and his/her immediate superior will be attempted.

Level One, Part B - A member with a grievance, with or without the BAO President, shall present the grievance to his/her immediate superior in writing within ten (10) days of the occurrence of the event upon which the grievance is based.

Level Two - In the event that the grievance shall not have been disposed of to the satisfaction of the aggrieved employee at Level One, Part B, or in the event that no decision has been reached within ten (10) days, the grievance is to be referred in writing to the Superintendent of Schools. The Superintendent or his/her designee shall represent the Committee at this level of the grievance procedure. Within ten (10) days after receipt of the written grievance by the Superintendent, he/she shall meet with the aggrieved employee and the said BAO President in an effort to settle the grievance.

Level Three - In the event that the grievance shall not have been disposed of at Level Two or in the event that a decision shall not have been rendered within ten (10) days after the Level Two meeting, the grievance shall be referred, in writing, to the Committee. At the next School Committee meeting, the Committee shall meet with the BAO President and/or the members designee in an effort to settle the grievance.

Level Four - In the event that the grievance shall not have been satisfactorily disposed of at Level Three, or in the event that no decision has been rendered within ten (10) days after the Level Three meeting, the members may, within ten (10) days, refer the unsettled grievance to arbitration. The selection of the arbitrator shall be made by the American Arbitration Association, in accordance with its rules and regulations.

The arbitrator shall be without power or authority to make any decisions either by law or to add to, alter or modify this Agreement.

The decision of the arbitrator shall be in writing and shall set forth his findings of fact,

reasoning and conclusions of the issues submitted. This decision shall be final and binding on the parties.

The costs for the services of the arbitrator shall be borne equally by the Committee and the members.

ARTICLE IV VACANCIES, PROMOTIONS, TRANSFERS

Whenever BAO vacancies arise, such as those caused by retirement, by the creation of a new position or by the building of a new school, such vacancies will be internally posted, at a minimum. Qualifications, duties and compensation will be clearly stated in the published material.

The Superintendent shall give consideration to appropriately qualified members from within the school system who apply for a BAO opening in addition to considering outside candidates and before making the final selection. If there is a screening committee, said member shall be interviewed by the screening committee before the Superintendent makes the final selection.

Although the Committee and the members recognize that some transfer of Members from one school to another is unavoidable, they also recognize that frequent transfer is disruptive of the educational process and interferes with optimum performance.

Therefore, they agree as follows:

- A. When more than one member volunteers, seniority will be considered.
- B. When involuntary transfers are necessary, a member's professional background and other qualifications will be considered in determining which member is to be transferred. Members being involuntarily transferred will be transferred, where possible, to a comparable position.

An involuntary transfer will be made only after a meeting between the member involved and the Superintendent or his/her designee, at which time the member will be notified of the reasons for the transfer.

Notice of transfer will be given to members as soon as practical and, under normal circumstances, not later than June 1.

- C. Members desiring a transfer will submit a written request to the Superintendent stating the assignment preferred. Such requests must be submitted between September 1 and June 1 of each school year to be considered for the next school year. A request must be renewed each year. All requests will be acknowledged in writing.

ARTICLE V

EXTENDED LEAVES OF ABSENCE

Leaves of absence without pay or increment for educational purposes may be granted at the discretion of the School Committee.

ARTICLE VI OTHER LEAVES OF ABSENCE

TEMPORARY LEAVE

- A. Members may be granted the following temporary leaves of absence with pay each school year:
- 1a. Up to three (3) days for such matters as 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). Any unused Personal Days get converted to sick days.
 - 1b. Up to two (2) days for religious holidays which require the member not to work. Requests 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.
 2. Time necessary for BAO representatives to attend Massachusetts Administrative and/or National Administrative conferences and conventions.
 3. Time necessary for a designated person to attend Massachusetts and/or National MTA/NEA/BAO Union conferences and conventions at his/her own expense.
 4. All employees shall be allowed a period of no more than five (5) consecutive school days' leave without loss of pay or sick leave for purposes of bereavement. At the discretion of the Superintendent or his/her designee, an employee will be allowed additional leave for the purposes of bereavement.
 5. A maximum of ten (10) days per school year for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. Members will be paid the difference between their regular pay and the pay which they receive from the State or Federal government.
- B. Requests for leave under this Article shall not be unreasonably withheld.

SABBATICAL LEAVES

- A. 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 member having served seven or more years, which would increase his/her professional ability, such leave 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 member shall enter into a written agreement with the School Committee that upon termination of such leave, said member he/she will return to service in the public schools of Barnstable for a period of at least three years and that in default of completing such service, he/she will refund to the town an amount equal to such portion of salary received by him/her while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.

Requests for leave of absence shall be made before January 1 of the school year previous to the school year for which leave of absence is requested.

- B. Application must be filed with the Superintendent no later than January 1 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 in the system (i.e., Middle School, High School, Elementary, Special).
 4. Priority or application (date).

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

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

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

PARENTAL LEAVE

- A. Parental leave in the Barnstable School System shall comply with applicable State and Federal law. If the initial request for leave is for less than two (2) years, the member may apply for an extension. The granting of such an extension is discretionary and shall not be subject to grievance and arbitration.
- B. A member who is out of work taking parental leave may use available paid sick leave for a period not to exceed twelve weeks or longer subject to leave laws and district policies. A child rearing leave of absence without pay of up to two (2) years will be granted to members.

A physician's certification of fitness may be required before a member may return to their position.

- C. A member who is on parental leave shall not be entitled to accrue paid sick leave or other benefits during the period of such leave. Upon return from a parental leave of absence the member shall return to the step in salary schedule which the member held prior to the commencement of such leave (provided that a member has worked for 100 days or more during the school year shall receive a step increase), and the member shall be restored to the member's position or one similar in nature.
- D. A member on leave will notify the Superintendent, in writing, of their intention to return to school the following September by March 30 or within three months following birth, whichever is later.
- E. If both parents are employees of the district, only one is eligible for this benefit, and the other may be eligible for FMLA.

SICK LEAVE

- A. Members shall receive twenty (20) sick days per year and sick leave days may accumulate up to a limit of three hundred (300) days. Members who have accumulated the maximum number of sick days shall receive annually an additional twenty (20) days of non-cumulative sick leave.
- B. An attendance incentive plan is established as follows:
 - 1. Any member with five or more years of service in Barnstable who has no absences during a marking term will be entitled to a \$110 per-marking-term attendance incentive (for a total of up to \$440 for the year) Each payment will be paid within 15 school days of the end of the marking term.
 - 2. An approved professional development day will not constitute an absence for the purpose of the attendance incentive plan.
- C. A sick day buy-back plan is established as follows:

A member who retires or dies with at least 10 years of service in Barnstable will be paid for each accumulated sick day in accordance with the following table:

<i>Years of Service</i>	<i>Accumulated Sick Days</i>	<i>Payment</i>
At least 20 years	At least 180 days	\$30 per day
15-20 years	At least 180 days	\$25 per day
14 years	At least 160 days	\$25 per day
13 years	At least 150 days	\$25 per day
12 years	At least 145 days	\$25 per day
11 years	At least 135 days	\$25 per day
10 years	At least 125 days	\$25 per day

- 3. The employee's notice of the sick leave buy-back retirement option to the superintendent will be due by November 1.

4. Payment for accumulated sick days will be made to an eligible employee in three equal monthly installments immediately following the employee's retirement. 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.

- D. Sick Leave Bank - There shall be a reserve of sick leave days for utilization by Members 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 bank shall be maintained at a minimum of three (3) days per member. (Initially, three (3) sick leave days will be diverted from each Member.) When a member has accumulated 300 sick days, all subsequent non-cumulative sick days granted that are not used by the member during the contract year in which they are granted shall be credited to the BAO Bank. The initial grant of sick leave by the Committee to an eligible member shall not exceed 30 days. Upon expiration of the 30 workday period, the period of entitlement may be extended by the Committee upon demonstration of need. (The Committee is composed of Superintendent or designee and two BAO members. There is equal management and union representation, and that BAO President appoints the BAO representatives.)

An applicant must submit to the Sick Leave Bank Committee a Certification of Health Care Provider 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. Form WH-380-E is reproduced in Appendix D.

The following criteria shall be used by the Sick Leave Bank 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 sick leave.
3. Length of service in Barnstable Public School System.
4. Propriety of use of previous sick leave.

If the sick leave bank is exhausted, it shall be renewed by the contribution of an additional day or days by each member from the annual twenty (20) days of sick leave. The Sick Leave Bank Committee shall determine the time when it becomes necessary to replenish the bank.

The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.

ARTICLE VII PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. Subject to the following provisions, the Committee will pay the cost of tuition for in-service courses or courses at accredited colleges, universities or professional training schools which are taken with the advance approval of the Superintendent.

Only those courses taken at accredited colleges or universities, at the graduate level in a field related to the work of the member, will be applicable towards the Education/Certification differential. Courses that are facilitated by a third party (e.g., Learner's Edge, Professional Development Institute, Connecting Link) will not qualify, unless an exception is made by the Superintendent. Courses must be consistent with the District and/or School Improvement Goals and further the professional learning of educators in the District.

1. Where possible, approval shall be sought at least thirty (30) days prior to the commencement of the course.
 2. Reimbursement up to Two Thousand Five Hundred Dollars (\$2,500) or an amount equal to the tuition for a three-credit graduate courses at Bridgewater State University (whichever is greater) approval per year for such course work. Reimbursement of more than \$2,500 may be approved at the discretion of the Superintendent.
 3. Reimbursement shall be made in the December following the completion of the course only to those members still employed in the Barnstable Public School System. If sufficient funds are not available to cover reimbursement, then such funds shall be included in the next budget and paid as soon as available.
 4. To be entitled to reimbursement, the member must have completed the course with a grade of B" or better.
 5. 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 shall pay an aggregate maximum of two thousand five hundred (\$2500.00) per calendar year, per member, for educational costs, professional training, professional association membership, and costs of attendance at workshops, seminars, conferences, and other professional improvement sessions.
- C. Every member must successfully complete a district-approved course on educator evaluation.
- D. The parties acknowledge that regulations of the Department of Elementary and Secondary Education (603 CMR 7.15(9)(b)) will require every member who supervises or evaluates core academic teachers to obtain a Sheltered English Immersion endorsement to the member's educator license by July 1, 2016.

**ARTICLE VIII
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 IX
NO STRIKE**

- A. The BAO agrees that they will not cause, condone or sanction or take part in any strike, walkout, slowdown or work stoppage.
- B. The BAO 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.
- C. During the withdrawal of services by an employee group, the members have a responsibility to keep the schools open until the committee takes official action to close them. The members have an obligation to remain on the job.
 - 1. To protect and guide the students who report to school.
 - 2. To maintain communications within the community among parents, teachers and the public.
 - 3. To seek through reasonable methods to protect school property.

**ARTICLE X
PROTECTION**

- A. Members will immediately report to the Superintendent in writing all cases of abusive conduct, torts and/or crimes 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 member for information in its possession relating to the incident or the person involved and will act in appropriate ways as liaison between the member, the police and the courts. In addition, any student involved in such abusive conduct, torts and/or crimes will be promptly and properly disciplined after the responsibility has been established.
- C. If criminal or civil proceedings are brought against an member alleging that he/she committed a tort or a crime in connection with his/her employment and the member is found not liable in the civil proceeding or not guilty in the criminal proceeding, the Committee will reimburse the member for reasonable counsel fees incurred by him/her, including court costs and witness fees. Upon request by the member, the Committee shall recommend defense counsel to represent the member in such proceeding(s). However, the Committee shall not be held responsible for the acts or omissions of defense counsel in such proceeding(s).

**ARTICLE XI
SALARIES**

The salaries shall be as printed in Appendix A.

**ARTICLE XII
LICENSURE**

Every member whose position is covered by this Agreement must maintain at all times an appropriate educator's license qualifying the member to hold his or her position, as required by Massachusetts General Laws Chapter 71, Section 38G, unless the Superintendent elects to apply for, and obtains, a waiver under that statute.

**ARTICLE XIII
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 agree that on matters that were or could have been discussed during negotiations, except where otherwise provided in the contract, each expressly waives the right to reopen the contract for any further demands or proposals and agree 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 the 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 provisions of application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions of application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

**ARTICLE XIV
ASSOCIATION RIGHTS AND DUES REDUCTION**

A. In accordance with M.G.L Ch. 66 § 10B, the Employer shall provide a list of all bargaining unit members to the Association by November 15th and May 15th of each year. The list shall include each unit member's name, job title/assignment, work site location, home address, work telephone number, home and personal cellular telephone number, work email address and personal email address. The Employer shall not disclose to third parties the date of birth, home address, personal email address, home telephone number, or cellular telephone number of any employee, or member of the employee's family, as well as bargaining units and groupings of employees and emails or other communications between employee organizations and their members as the information is not a "public record" and are prohibited from disclosure.

In accordance with M.G.L. Ch 150E Section 5A. The Employer shall provide the Association access to members of the bargaining unit. This shall include, but not be limited to, the right to meet with newly hired employees, without the charge to pay or leave time of the employees, for

a minimum of thirty (30) minutes, not later than ten (10) calendar days after the date of hire, during new employee orientations or, if the employer does not conduct a new employee orientation, at individual group meetings scheduled by the Association. The Employer shall notify the Association by email of hiring decisions no later than ten (10) calendar days after the date a prospective employee accepts an offer of employment, and shall provide the Association, in spreadsheet form, the new employee's contact information which includes the employee's name, job title/assignment, worksite location, home address, work telephone numbers, home and personal cellular telephone numbers, date of hire, work email address and personal email address.

- B. The Committee agrees to deduct from the salaries of its employees dues or agency fee payments for the BAO/MTA/NEA as said members individually and voluntarily authorize the Committee to deduct and to transmit the monies promptly to the Union. Authorizations will be in writing in the form set forth below:

"Dues Authorization Card"

Name _____

Address _____

I hereby request and authorize the Barnstable School Committee to deduct from my earnings and transmit to the BAO/MTA/NEA an amount sufficient to provide for regular payment of the membership dues or fees as certified by the Union in equal bi-monthly payments. I understand that the Committee will discontinue such deductions for any calendar year only if I notify the Committee in writing to do so not later than sixty (60) days prior to the commencement of the calendar year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the School Committee and all its officers from liability therefore.

Dated _____

Member's Signature _____

- C. The Union shall certify to the Committee in writing the current date of its membership dues, and if it changes the rate of its membership dues will give the Committee sixty (60) days written notice prior to the effective date of such change.

The Union shall indemnify and save the Committee and/or Town harmless against all claims, demands, suits, or other forms or liability, which may arise by reason of any action taken pursuant to Section A and B of this Article.

**ARTICLE XV
REDUCTION IN FORCE**

- 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 BAO staff is necessary because of a decrease in student enrollment, changes in curriculum or program, shortages of funds, changes in the use of BAO staff, or other reasons as approved by the School Committee, the Superintendent shall determine the programs or schools that will lose staff positions and recommend them to the Committee for action. Nothing in this paragraph relieves the Committee from its bargaining obligation regarding changes in wages, hours and/or other terms or conditions of employment.
- C. Insofar as reasonably possible, members with non-professional status will be dismissed before members with professional status. Professional status is defined by the completion of 3 years as a full time Barnstable member within a 5 year period.
1. No member with professional status shall be dismissed due to R.I.F. until all members without professional status who are working in directly related members with professional status positions have been dismissed.
 2. When reductions in force are necessary, members without professional status will be dismissed based upon the best interests of the Barnstable Public Schools as determined by the Committee. A member without professional status dismissed due to reduction in force will be placed on a recall list for a period equal to his/her length of service not to exceed three (3) years, after which he/she will have no recall rights.
 3. Dismissal of members with professional status due to a reduction in force will be based upon consideration of the following:
 - a. Quality of performance.
 - b. Professional growth
 - c. Length of continuous service in the Barnstable Public Schools
 - d. Classifications determined in Article XV, Section C-12.
 4. Members on leave of absence, if any, shall be eligible for dismissal due to reduction in force.
 5. Dismissals due to reduction in force will be preceded by notice prior to June 1, or sooner, if possible.
 6. If a member who acquired professional teacher status in Barnstable is RIF'd, he/she may exercise his/her right to a teaching position as guaranteed under the law and for which the member is certified and qualified. If the member exercises this right, for one (1) year he/she shall be paid the greater of his/her pay as member or a teacher. Such member shall have a preferential right to be reinstated to the BAO position from which he/she was RIF'd, if this BAO position is restored. See M.G.L. c. 71, § 41, which provides in part that "nothing in this section shall deny to any principal, assistant principal, or department head any professional teacher status to which he shall otherwise be entitled," and c. 71, § 42, which provides in part: "No teacher with professional teacher status shall be laid off pursuant to a reduction in force or reorganization if there is a teacher without such status for whose position the covered employee is currently certified."
 7. Members with Professional Status dismissed due to reduction in force will be placed on a recall list for three (3) years, after which they will have no recall rights.

8. Members on the recall list will be notified when vacancies occur and failure to accept the offer, in writing, within fifteen (15) days of notification shall result in removal from the recall list.
9. Recall will be based upon conditions referred to in Article XV, Section C-3.
10. The only benefits accorded to members on the recall list are specified in this procedure.
11. EEOC staffing guidelines will be considered when these procedures are applied.
12. A member's field is defined as certifications, academic preparation, assignment, previous administrative experience (exceeding three years) as elementary member, middle school member, high school member, system member or director or coordinator.
13. Length of service as member in the Barnstable Public Schools to be determined:
 - a. School year (September - June)
 - b. L.O.A. shall not interrupt continuous service
14. Annual enrollment projections will be shared with all members.
15. Annual budget constraints will be shared with BAO staff, when available.
16. Notice will be given to members considered for reduction in force as soon as possible.

**ARTICLE XVI
LONGEVITY/LONGEVITY BUYOUT**

- A. Longevity payments under this section shall be paid in a separate, lump sum check with the second paycheck in November. Members of the bargaining unit shall receive annual longevity payments as follows. Effective July 1, 2020, increase the Longevity amounts by \$400 to the following levels:

After 12 years of service in Barnstable:	\$1,950
After 15 years in Barnstable:	\$2,050
After 20 years in Barnstable:	\$2,150
After 25 years in Barnstable:	\$2,300
After 30 years in Barnstable:	\$2,500

A member hired prior to February 1 shall be given credit for the full year.

- B. Bargaining unit members with fifteen (15) completed years of service in Barnstable may elect longevity payment of \$3,900 per year for three (3) consecutive years that follow acceptance under this provision. Longevity payments specified in Section A of this Article will cease upon acceptance under Section B of this Article. Bargaining unit members will be entitled to the entire sum of \$11,700 regardless of date of termination. Payment will continue until the remaining credit is exhausted if an entitled unit member is terminated. 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 commencement, except if after November 1 the member receives notice that he/she is to be RIF'd in which case he/she shall have five (5) school days to elect to bump in accordance with Article XV, Section C6 or submit a notice to retire to be eligible for longevity buyout. Annual longevity buyout payments shall be made in a separate, lump sum check with the paycheck closest to June 15th.
- D. Any bargaining unit member who wishes to receive a longevity or longevity buy-out payment pursuant to this article as a payment to his/her 403(b) account must notify the payroll office of no less than two (2) 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 XVII
ADMINISTRATOR EVALUATION**

- A. Members will be given a copy of any evaluation report prepared by an evaluator and will have the right to discuss the report.
- B. Members will have the right to review the contents of their personnel file.
 - 1. No material derogatory to the member's conduct, service, character or personality will be placed in his/her personnel file unless the member has had an opportunity to review the material. Copies shall be made available and forwarded to the member within 5 days of placement in the personnel file. The member will acknowledge reviewing the material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. Medical records maintained by the district, which are also personnel files, shall be kept in separate, confidential files in one central location.

The member will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the School Committee and attached to the file copy.

- C. No complaints by individuals such as parents, teachers, students, members or School Committee members may be used to the detriment of the member unless brought to his/her attention 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 member.
- D. If a member is to be disciplined or reprimanded, he/she will be entitled to have a union representative present. The unit recognizes the authority and responsibility of the Superintendent for disciplining or reprimanding a member for delinquency of professional performance.
- E. No member with Professional Status will be discharged, disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Reform Law shall be the exclusive recourse for members where employment is terminated.

(Reform Law Language)

- F. Members other than the District Network Coordinator, the Network Specialist, the Data Systems Specialist, the Student Information Systems Specialist, and the Grants Manager will be evaluated in accordance with the model contract language for evaluation of members published by the Department of Elementary and Secondary Education in June 2012, as adapted by the parties. The District Network Coordinator, the Network Specialist, the Data Systems Specialist, and the Student Information Systems Specialist will be evaluated in accordance with the evaluation procedure in Appendix C entitled "Performance Evaluation for Technology Support Personnel within the BAO.
- G. The Assistant Superintendent will evaluate the Grants Manager.

ARTICLE XVIII BENEFITS

It is recognized by the Committee that any benefits, present or future, accrued by teachers in this school system, in excess of any benefits contained in this contract, will automatically be extended to all BAO members.

ARTICLE XIX WORK YEAR

- A. The work year for each member will be the number of days listed for the member's position in the Salary Schedule.
 - 1. Supervisor and Member mutually agree to their work year schedule outside of the 183 school calendar days. Subject to the prior approval of the member's supervisor, members may work additional days beyond the number of days listed for the member's position in the Salary Schedule.
 - 2. A member who works additional days will be paid at their per diem rate for the additional days worked. However, the member and their supervisor may agree to treat the additional days worked as compensatory time. A member who accrues compensatory time may use the time as time off with pay. All accrued compensatory time must be used with a period of twelve (12) months after it has been earned.
- B. Licensed Administrators shall be expedited to attend the annual summer institute to be no more than four (4) days in duration. Notification of dates shall be provided no later than April 1 each year.
 - 1. Each member is expected to work on days when school is in session, but exceptions will be allowed when adequate member coverage will be available, the member's absence will not substantially disrupt the efficient operation of the district or school to which the member is assigned. A member may schedule up to five (5), but not more than three (3) successive, school days as non-work days.
 - 2. The five business days immediately preceding the start of the school year and the five business days immediately following the end of the school year are normally considered to

be work days for members.

- C. Sections A and B, above, take effect July 1, 2010. Until July 1, 2010, the provisions of this article in effect on June 30, 2009, will continue to apply. Any member who has accrued Vacation days, so-called, under Section B of this article as it was in effect on June 30, 2009, will retain the benefit of that section.

**ARTICLE XX
MISCELLANEOUS**

- A. *Substitutes for Administrators:* When a member is out of work for a day or longer and the principal decides coverage is necessary, members may volunteer to provide school day coverage at the \$100 a day. If there are no volunteers, the Principal may assign a member to provide school day coverage at the \$100 a day.
- B. *Compensatory Time:* Subject to prior approval Any member who supervises evening or weekend student activities will receive the equivalent amount of compensatory time. Compensatory time may be taken at a time or times approved by the member's supervisor. Compensatory Time may be taken on days that teachers or students are not in school.
- C. *Professional Development and Training:* Every effort will be made to schedule professional development and training for members during their normal workday and hours of work and preferably in the summer. If, despite its best effort, the district finds it necessary to schedule and require such training, after school to participate with teachers the member will be paid at the rate of \$40 per hour.
- D. Employees will be alerted by phone call in instances of weather cancellations and delays. The notification will be made by no later than 6:00am. Employees will report to work at least 30 minutes prior to delayed weather openings and leave work after parent pick-up and all buses have left during early release due to weather.

**ARTICLE XXI
DURATION**

The Agreement will be effective as of the 1st day of July, 2021, and will continue in force through the 30th day of June, 2024.



Barnstable School Committee Chairperson

Date: 9/12/22



Barnstable Administrators' Organization President

Date: 9/12/22

Appendix A

- I. Persons newly hired to administrative positions may be hired at a negative differential up to \$3,000. The differential shall be reduced by one-third of the first year differential each succeeding year, therefore, becoming eliminated for the fourth year of their employment in this position.

For instance, a person with a minus \$3,000 differential during their first year would receive the negotiated salary minus \$2,000 during their second year, the negotiated salary minus \$1,000 their third year, and the negotiated salary the fourth year,

A person hired with a minus \$1,800 differential would receive the negotiated salary minus \$1,200 during their second year, the negotiated salary minus \$600 during their third year, and the negotiated salary the fourth year.

All of the above based on a full year salary. (The actual pay to the appropriate percent of the full year salary after deduction minus any differential.)

- II. The Assessment Coordinators shall be responsible for managing and coordinating the District and State assessments (including the MCAS, PSAT and AP exams) at the high school and BIS including scheduling, staffing and implementation of such assessments.

The Substitute Coordinator shall be responsible for handling substitute teacher coverage.

- III. The stipend for supervising Saturday School at Barnstable High School is \$150 per session.
- IV. Any member of the bargaining unit assigned to the Scheduling Committee shall receive a stipend of \$500 and one day of professional time (as that term is defined in Article XX.A).

APPENDIX B

BAO/BSC MEDICAL RELIEF FUND

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

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

Appendix C

BAO Education and Certification Differential

Bachelors +15	\$400
Masters	\$500
Masters +15	\$600
Master + 30	\$700
Masters + 45/CAGs	\$800
Doctorate/M+60	\$900

- 1) Members shall notify the Superintendent or designee of their intent to advance to a new educational differential by January 31st for payment of a new differential amount beginning the following fiscal year.
- 2) Payment of the retroactive differential shall be limited to those BAO members employed by the District July 1, 2021, through June 30, 2022, and employed by the District at the time of ratification.

Salary Tables

The positions of Director of Technology and Student Information Systems Specialists are 12-month positions, each having 223 workdays, 25 paid vacation days, and 13 paid holidays.

**BAO SALARY TABLE
2021/2022**

<u>Positions</u>	Days	2% COLA	
		Step 1	Step 2
		Year 1-9	Year 10+
BHS Assistant Principal - C & I *	213		131,473
BHS Assistant Principal - C & I	213	126,639	129,173
BHS Associate Principal - M & O	213	121,591	124,024
BHS Associate Principal - SS	213	121,591	124,024
Dean of Students	213	116,543	118,875
BIS Asst. Principal	213	116,543	118,875
Athletic Director	203	114,200	116,484
WVE/BWB Elem Assistant Principal	203	110,984	113,204
BUE / HYW Elem Assistant Principal	213	116,543	118,875
Director of Technology	223	121,706	124,141
District Network Coordinator	213	90,957	92,777
Network Specialist	213	58,510	59,681
Grant Manager	213	90,991	92,811
Curriculum Coordinator- 6-12 Math	203	111,176	113,400
Curriculum Coordinator- 6-12 English	203	111,176	113,400
Curriculum Coordinator- 6-12 Social St	203	111,176	113,400
Curriculum Coordinator- 6-12 Science	203	111,176	113,400
BHS SPED Coordinator	198	107,085	109,227
BUE SPED Coordinator	198	104,620	106,712
BIS SPED Coordinator	198	104,620	106,712
Elementary SPED Coordinator	198	104,620	106,712
Préschool SPED Coordinator	198	104,620	106,712
Asst. SPED Coordinator	193	90,079	91,883
Director of ELL	213	111,031	113,252
Director of Health Services	198	108,438	110,607
Student Information System Specialist	223	86,979	88,719
Director of Teaching and Learning PK-5	203	109,225	\$111,409
Director of Teaching and Learning 6-12	203	109,225	\$111,409
Data Systems Specialist - BHS	232	64,734	66,029

*Per MOA

Stipends

- Mentor Steering Committee
- BHS Substitute Coordinator
- BHS MCAS Assessment Coordinator
- BIS MCAS Assessment Coordinator
- BHS AP/PSAT Assessment Coordinator

2%
2021/2022
1,845
2,910
4,000
1,600
2,400

BAO SALARY TABLE
2022/2023

Positions

* Effective 9/12/22 for BIS, Effective 10/17/22 for BHS

SENIOR ASSISTANT PRINCIPAL **	213
SENIOR ASSISTANT PRINCIPAL	213
Dean of Students In effect 7/1-10/14/22	213
BIS Asst. Principal In effective 7/1-9/9/22	213
ASSOCIATE PRINCIPAL 6-12 *	213
Athletic Director	203
ASSISTANT PRINCIPAL K-5	213
Director of Technology	223
District Network Coordinator	213
Network Specialist	213
Grant Manager	213
Curriculum Coordinator- 6-12 Math	203
Curriculum Coordinator- 6-12 English	203
Curriculum Coordinator- 6-12 Social St	203
Curriculum Coordinator- 6-12 Science	203
BHS SPED Coordinator	198
BUE SPED Coordinator	198
BIS SPED Coordinator	198
Elementary SPED Coordinator	198
Preschool SPED Coordinator	198
Asst. SPED Coordinator	193
Director of ELL	213
Director of Health Services	198
Student Information System Specialist	223
Director of Teaching and Learning PK-5	203
Director of Teaching and Learning 6-12	203
Data Systems Specialist - BHS	232
Small Program HS Coordinator	203

2.75% COLA

Days	Step 1	Step 2
	Year 1-9	Year 10+
		135,088
	130,122	132,725
	119,748	122,144
	119,748	122,144
	124,935	127,434
	117,341	119,687
	119,748	122,144
	125,053	127,555
	93,459	95,329
	60,119	61,322
	93,493	95,363
	114,233	116,518
	114,233	116,518
	114,233	116,518
	114,233	116,518
	110,030	112,230
	107,497	109,647
	107,497	109,647
	107,497	109,647
	107,497	109,647
	92,556	94,409
	119,748	122,144
	111,420	113,648
	89,371	91,158
	112,228	114,473
	112,228	114,473
	66,515	67,845
	114,233	116,518

**Per MOA

Stipends

Mentor Steering Committee	1,896
BHS Substitute Coordinator	2,990
BIS Substitute Coordinator	1,164
BUES Substitute Coordinator	1,164
BHS MCAS Assessment Coordinator	2,400
BIS MCAS Assessment Coordinator	1,600
BUES MCAS Assessment Coordinator	1,600
BHS AP/PSAT Assessment Coordinator	2,466
Credit for Life	1,600

2.75%
2022/2023
1,896
2,990
1,164
1,164
2,400
1,600
1,600
2,466
1,600

BÃO SALARY TABLE
2023/2024

<u>Positions</u>	<u>Days</u>	3% COLA	
		Step 1	Step 2
		Year 1-9	Year 10+
Senior Assistant Principal *	213		139,141
Senior Assistant Principal	213	134,025	136,707
Associate Principal 6-12	213	128,683	131,257
Athletic Director	203	120,861	123,278
Assistant Principal K-5	213	123,340	125,808
Director of Technology	223	128,805	131,382
District Network Coordinator	213	96,263	98,188
Network Specialist	213	61,923	63,162
Grant Manager	213	96,298	98,224
Curriculum Coordinator- 6-12 Math	203	117,660	120,014
Curriculum Coordinator- 6-12 English	203	117,660	120,014
Curriculum Coordinator- 6-12 Social St	203	117,660	120,014
Curriculum Coordinator- 6-12 Science	203	117,660	120,014
BHS SPED Coordinator	198	113,830	115,597
BUE SPED Coordinator	198	110,722	112,936
BIS SPED Coordinator	198	110,722	112,936
Elementary SPED Coordinator	198	110,722	112,936
Preschool SPED Coordinator	198	110,722	112,936
Asst. SPED Coordinator	193	95,333	97,242
Director of ELL	213	123,340	125,808
Director of Health Services	198	114,763	117,058
Student Information System Specialist	223	92,053	93,893
Director of Teaching and Learning PK-5	203	115,595	117,907
Director of Teaching and Learning 6-12	203	115,595	117,907
Data Systems Specialist - BHS	232	68,510	69,880
Small Program HS Coordinator	203	117,660	120,014

*Per MOA

Stipends

Mentor Steering Committee	
BHS Substitute Coordinator	
BIS Substitute Coordinator	
BUES Substitute Coordinator	
BHS MCAS Assessment Coordinator	
BIS MCAS Assessment Coordinator	
BUES MCAS Assessment Coordinator	
BHS AP/PSAT Assessment Coordinator	
Credit for Life	

3%
<u>2023/2024</u>
1,953
3,080
1,199
1,199
2,472
1,648
1,648
2,540
1,648