

AGREEMENT

Between

**THE TOWN OF BARNSTABLE
SCHOOL COMMITTEE**

and

**THE BARNSTABLE ADMINISTRATORS'
ORGANIZATION**

July 1, 2017 – June 30, 2020

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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 “Administrators”).

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 Principals, BHS Housemasters, Athletic Director, Assistant Director of Special Education, SPED Coordinators, Crossroads Coordinator, Assistant SPED Coordinator, Director of Gateway, Director of ELL, Nurse Wellness Coordinator, Curriculum Coordinators 6–12, Grants Manager, Director of Technology, District Network Coordinator, Tech Specialist, Student Information Systems Specialist, and Network Specialists.

ARTICLE II NEGOTIATION PROCEDURE

- A. Not later than two months prior to the expiration of this agreement, the Committee and the Administrators agree to enter into negotiations for a successor agreement.
- B. Any agreement reached between the Committee and the Administrators will be reduced to writing and will be signed by the Committee and the Administrators.
- 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 Administrators 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 Administrators 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 an Administrator or group of Administrators 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 Chairman of the Administrators’ Negotiating Committee 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 Administrators 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 Administrators, the disposition, if any, of the grievance shall be consistent with the provisions of this Agreement. The Administrators 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.

1. *Level One, Part A*

An informal settlement between the Administrator and his/her immediate superior will be attempted.

2. *Level One, Part B*

An Administrator with a grievance, with or without the Chairman of the Administrators' Negotiations Committee, 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.

3. *Level Two*

A. 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.

B. The Superintendent or his 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 Chairman in an effort to settle the grievance.

4. *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 Administrators' Negotiating committee and/or the Administrators' designee in an effort to settle the grievance.

5. *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 Administrators may, within ten (10) days, refer the unsettled grievance to arbitration. The arbitrator shall be selected by agreement between the parties. If the parties are unable to agree upon an arbitrator, the selection 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 Administrators.

**ARTICLE IV
VACANCIES, PROMOTIONS, TRANSFERS**

Whenever administrative 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 administrators from within the school system who apply for an administrative opening in addition to considering outside candidates and before making the final selection. If there is a screening committee, said administrator shall be interviewed by the screening committee before the Superintendent makes the final selection.

Although the Committee and the Administrators recognize that some transfer of Administrators 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 Administrator volunteers, seniority will be considered.
- B. When involuntary transfers are necessary, an Administrator's professional background and other qualifications will be considered in determining which Administrator is to be transferred. Administrators being involuntarily transferred will be transferred, where possible, to a comparable position.

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

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

- C. Administrators 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. Administrators 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. 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.
 - 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. Up to five (5) days for the death or a serious illness requiring bedside or household attention by the administrator for a spouse, parent(s), children, sibling(s), grand parent(s), grand child(ren), and/or other persons in the immediate household.
 - 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. Administrators 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 Administrator 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 administrator shall enter into a written agreement with the School Committee that upon termination of such leave, said administrator 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, an Administrator 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.

An Administrator 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 Administrator may reapply for a second Sabbatical Leave unless he/she has completed seven consecutive years since his/her last leave.

PARENTAL LEAVE

- A. Maternity/paternity/adoptive-parent 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 Administrator may apply for an extension. The granting of such an extension is discretionary and shall not be subject to grievance and arbitration.
- B. A maternity/paternity/adoptive-parent leave of absence without pay of up to two (2) years will be granted to a pregnant female Administrator, a male Administrator for the purpose of preparing for or participating in the birth of his child or caring for the newborn, an Administrator who has adopted a child five (5) years old or younger, or for the adoption of a child of any age with significant disabilities. An Administrator who is pregnant may remain in active service until the termination of her pregnancy, she must furnish an appropriate medical certificate of her fitness to continue in her position. In subsequent months, an Administrator may be required to furnish further medical certification and at the end of the seventh month of pregnancy, the Administrator must submit a written statement from her physician indicating how long she may safely continue her active employment prior to the expected date of confinement; and provided further that an Administrator may be required to begin her leave if the Superintendent determines she is not adequately performing the duties of her position or there are reasons of personal medical safety warranting commencement of the leave.

A physician's certification of fitness may be required before an Administrator may return to her position.

- C. An Administrator who is on maternity/paternity/adoptive-parent leave shall not be entitled to accrue paid sick leave or other benefits during the period of such leave. Upon return from a maternity/paternity/adoptive-parent leave of absence she shall return to the step in salary schedule which she held prior to the commencement of such leave (provided that an Administrator has worked for 100 days or more during the school year shall receive a step increase), and she shall be restored as soon as a position for which she is qualified becomes available but in no event must an Administrator be returned in the midst of a school year.
- D. An Administrator shall be returned to her former position upon completion of leave if such position is available. If no position for which the Administrator is qualified is available at the end of the leave period, and if the Administrator acquired professional status (as that term is defined in Article XV, Section C, of this Agreement) before her maternity/paternity/adoptive-parent leave began, the Administrator will have the recall rights of a rified Administrator under Article XV, Section C, Paragraphs 7-9, starting with the date on which the maternity/paternity/adoptive-parent leave would terminate.
- E. An Administrator on leave will notify the Superintendent, in writing, of her intention to return to school the following September by February 1 or within four weeks following birth, whichever is later.
- F. 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. Administrators shall receive twenty (20) sick days per year and sick leave days may be accumulated up to a limit of three hundred (300) days. Administrators 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 administrator 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) to be paid within 30 days of the end of the school year.
 - 2. An approved professional development day will not constitute an absence for purpose of the attendance incentive plan.

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

An administrator 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 Administrators 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 Administrator. (Initially, three (3) sick leave days will be diverted from each Administrator.) When an Administrator has accumulated 300 sick days, all subsequent non-cumulative sick days granted that are not used by the Administrator 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 Administrator 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 administrator 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.
 1. Where possible, approval shall be sought at least ninety (90) 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 Administrators 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 Administrator 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 Administrator, for educational costs, professional training, professional association membership, and costs of attendance at workshops, seminars, conferences, and other professional improvement sessions.
 - C. Every Administrator 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 administrator who supervises or evaluates core academic teachers to obtain a Sheltered English Immersion endorsement to the administrator'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 Administrators have a responsibility to keep the schools open until the committee takes official action to close them. The Administrators 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. Administrators 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 Administrator for information in its possession relating to the incident or the person involved, and will act in appropriate ways as liaison between the Administrator, the police and the courts. In addition, any student involved in such 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 Administrator alleging that he/she committed a tort or a crime in connection with his/her employment and the administrator is found not liable in the civil proceeding or not guilty in the criminal proceeding, the Committee will reimburse the administrator for reasonable counsel fees incurred by him/her, including court costs and witness fees. Upon request by the administrator, the Committee shall recommend defense counsel to represent the administrator 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 Administrator whose position is covered by this Agreement must maintain at all times an appropriate educator's license qualifying the Administrator 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
AGENCY FEE AND DUES REDUCTION**

- A. As a condition of continued employment every employee covered by this Agreement who is not a member in good standing of the Union shall pay or, by payroll deduction, shall have paid to the Union 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 BAO/MTA/NEA as said Administrators 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 _____ Administrator'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 administrative staff is necessary because of a decrease in student enrollment, changes in curriculum or program, shortages of funds, changes in the use of administrative personnel, 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, administrators with non-professional status will be dismissed before administrators with professional status. Professional status is defined by the completion of 3 years as a full time Barnstable Administrator within a 5 year period.
1. No administrator with professional status shall be dismissed due to R.I.F. until all administrators without professional status who are working in directly related administrators with professional status positions have been dismissed.
 2. When reductions in force are necessary, administrators without professional status will be dismissed based upon the best interests of the Barnstable Public Schools as determined by the Committee. An administrator 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 administrators 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. Administrators 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 an administrator 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 administrator is certified and qualified. If the administrator exercises this right, for one (1) year he/she shall be paid the greater of his/her pay as an administrator or a teacher. Such administrator shall have a preferential right to be reinstated to the administrative position from which he/she was RIF'd, if this administrative 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. Administrators 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. Administrators 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 Administrators on the recall list are specified in this procedure.
11. EEOC staffing guidelines will be considered when these procedures are applied.
12. An Administrator's field is defined as certifications, academic preparation, assignment, previous administrative experience (exceeding three years) as elementary administrator, middle school administrator, high school administrator, system administrator or director or coordinator.
13. Length of service as an administrator 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 administrators.
15. Annual budget constraints will be shared with administrative staff, when available.

16. Notice will be given to administrators 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:

After 12 Years of Service in Barnstable	\$1,550
After 15 Years of Service in Barnstable	\$1,650
After 20 Years of Service in Barnstable	\$1,750
After 25 Years of Service in Barnstable	\$1,900
After 30 Years of Service in Barnstable	\$2,100

An administrator 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 October 1 of the school year preceding the date of the longevity buyout commencement, except if after October 1 the administrator 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 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 XVII
ADMINISTRATOR EVALUATION**

- A. Administrators will be given a copy of any evaluation report prepared by an evaluator and will have the right to discuss the report.
- B. Administrators will have the right to review the contents of their personnel file.

1. No material derogatory to the administrator's conduct, service, character or personality will be placed in his/her personnel file unless the administrator has had an opportunity to review the material. Copies shall be made available and forwarded to the Administrator within 5 days of placement in the personnel file. The administrator 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 administrator 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, administrators or School Committee members may be used to the detriment of the administrator 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 administrator.
- D. If an administrator 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 an administrator for delinquency of professional performance.
- E. No Administrator 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 administrators where employment is terminated. (Reform Law Language)
- F. Administrators other than the District Network Coordinator, the Network Specialist, the Tech Specialist, the District Information and Systems Data Analyst, and the Grants Manager will be evaluated in accordance with the model contract language for evaluation of administrators 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 Tech 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 administrator will be the number of days listed for the administrator's position in the Salary Schedule.
 - 1. Subject to the approval of an administrator's supervisor, an administrator may work additional days beyond the number of days listed for the administrator's position in the Salary Schedule.
 - 2. An administrator who works additional days will be paid for the additional days when they are worked except that the administrator and his/her supervisor may agree to treat the additional days worked as compensatory time. Acceptance of compensatory time is voluntary. An administrator who accrues compensatory time may use the time as time off with pay, subject to the provisions of Section B, below, with respect to scheduling. All accrued compensatory time must be used within a period of twelve (12) months after it has been earned.
- B. The scheduling of an administrator's work days is subject to the approval of the administrator's supervisor, which will not be unreasonably withheld. Any arbitral review of a supervisor's decision to withhold approval of an administrator's schedule must take into account the following work year expectations:
 - 1. Each administrator is expected to work on days when school is in session, but exceptions will be allowed when adequate administrator coverage will be available and the administrator's absence will not substantially disrupt the efficient operation of the district or school to which the administrator is assigned. An administrator 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 administrators.
 - 3. Administrators' work schedules should take into account the need to schedule time outside the school year for meetings with supervisors, staff, and other administrators.
- 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 administrator 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 an administrator is out of work for more than five consecutive school days, a replacement will be put in place and will be paid at a per diem rate in accordance with the BAO contract.

- B. *Professional Time:* Any administrator who works the prom, after-prom party, or homecoming dance will receive the equivalent of one day of compensatory time off (called "professional time"). In addition, any administrator who is required to work hours or days above and beyond his or her normal work hours or days will receive professional time. Professional time may be taken at a time or times approved by the administrator's supervisor. Professional Time may be taken on days that teachers or students are not in school.

- C. *Restraint and Similar Professional Training:* Every effort will be made to schedule restraint and similar professional training for administrators 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 such training outside an administrator's normal hours of work, the administrator will be paid at the rate of \$35 per hour or, at the administrator's option, will receive a commensurate amount of professional time.

**ARTICLE XXI
DURATION**

The Agreement will be effective as of the 1st day of July, 2017, and will continue in force through the 30th day of June, 2020.

Barnstable School Committee

By 
Chris Joyce, Chairperson

Date 9/5/18

Barnstable Administrators' Organization/MTA/NEA

By 
Steven Kaser, Interim President

Date 8/28/2018

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 full year salary. (The actual pay to the appropriate percent of the full year salary after deduction minus any differential.)

- II. The position of Lead Housemaster will be split into two stipends. The positions are Substitute Coordinator and Lead Housemaster. The responsibilities are as follows:
Substitute Coordinator: Responsible for handling substitute teacher coverage.

Lead Housemaster: Responsible for communication with staff regarding discipline; responsible for building in absence of principal, assistant principal; responsible for other duties as assigned by the principal.

- 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 BHS 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

Salary Schedule 2017 -2018 Effective July 01, 2017

Position	Days	Step 1	Step 2
		Year 1-14	Year 15+
BHS Asst. Principal	213	115,837	118,154
BHS Housemaster	213	106,602	108,734
BIS Asst. Principal	213	106,602	108,734
Athletic Director	203	104,458	106,547
BUE Asst. Principal	213	106,602	108,734
Director of Technology	223	111,325	113,552
District Network Coordinator	213	83,199	84,863
Network Specialist	213	53,520	54,590
Technology Specialist	183	34,333	35,020
Grant Manager	213	83,229	84,894
Director of Gateway	193	95,116	97,018
Curriculum Coordinator- 6-12 Math	198	99,188	101,172
Curriculum Coordinator- 6-12 English	198	99,188	101,172
Curriculum Coordinator- 6-12 Social Studies	198	99,188	101,172
Curriculum Coordinator- 6-12 Science	198	99,188	101,172
BHS SPED Coordinator	193	95,477	97,387
BUE SPED Coordinator	193	93,279	95,145
BIS SPED Coordinator	193	93,279	95,145
Elementary SPED Coordinator	193	93,279	95,145
Preschool SPED Coordinator	193	93,279	95,145
Crossroads Coordinator	193	93,279	95,145
Asst. SPED Coordinator	193	82,396	84,044
Director of ELL	213	101,560	103,591
Nurse Wellness Coordinator	198	99,188	101,172
Student Information System Specialist	223	79,560	81,151
Asst. Director of Special Education	223	106,602	108,734

Notes:

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

Salary Schedule 2018 -2019 Effective July 01, 2018

Position	Days	Step 1	Step 2
		Year 1-9	Year 10+
BHS Asst. Principal	213	118,154	120,517
BHS Housemaster	213	108,734	110,909
BIS Asst. Principal	213	108,734	110,909
Athletic Director	203	106,547	108,678
BUE Asst. Principal	213	108,734	110,909
Director of Technology	223	113,552	115,823
District Network Coordinator	213	84,863	86,560
Network Specialist	213	54,590	55,682
Technology Specialist	183	35,020	35,720
Grant Manager	213	84,894	86,592
Director of Gateway	193	97,018	98,958
Curriculum Coordinator- 6-12 Math	203	103,727	105,801
Curriculum Coordinator- 6-12 English	203	103,727	105,801
Curriculum Coordinator- 6-12 Social Studies	203	103,727	105,801
Curriculum Coordinator- 6-12 Science	203	103,727	105,801
BHS SPED Coordinator	198	99,910	101,908
BUE SPED Coordinator	198	97,609	99,562
BIS SPED Coordinator	198	97,609	99,562
Elementary SPED Coordinator	198	97,609	99,562
Preschool SPED Coordinator	198	97,609	99,562
Crossroads Coordinator	193	95,145	97,048
Asst. SPED Coordinator	193	84,044	85,725
Director of ELL	213	103,591	105,663
Nurse Wellness Coordinator	198	101,172	103,195
Student Information System Specialist	223	81,151	82,774
Asst. Director of Special Education	223	108,734	110,909

Notes:

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

Salary Schedule 2019 -2020 Effective July 01, 2019

Position	Days	Step 1	Step 2
		Year 1-9	Year 10+
BHS Asst. Principal	213	120,517	122,927
BHS Housemaster	213	110,909	113,127
BIS Asst. Principal	213	110,909	113,127
Athletic Director	203	108,678	110,852
BUE Asst. Principal	213	110,909	113,127
Director of Technology	223	115,823	118,139
District Network Coordinator	213	86,560	88,291
Network Specialist	213	55,682	56,796
Technology Specialist	183	35,720	36,434
Grant Manager	213	86,592	88,324
Director of Gateway	193	98,958	100,937
Curriculum Coordinator- 6-12 Math	203	105,801	107,917
Curriculum Coordinator- 6-12 English	203	105,801	107,917
Curriculum Coordinator- 6-12 Social Studies	203	105,801	107,917
Curriculum Coordinator- 6-12 Science	203	105,801	107,917
BHS SPED Coordinator	198	101,908	103,946
BUE SPED Coordinator	198	99,562	101,553
BIS SPED Coordinator	198	99,562	101,553
Elementary SPED Coordinator	198	99,562	101,553
Preschool SPED Coordinator	198	99,562	101,553
Crossroads Coordinator	193	97,048	98,989
Asst. SPED Coordinator	193	85,725	87,440
Director of ELL	213	105,663	107,776
Nurse Wellness Coordinator	198	103,195	105,259
Student Information System Specialist	223	82,774	84,429
Asst. Director of Special Education	223	110,909	113,127

Notes:

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

Salary Schedule 2019 -2020 Effective Mid-Point			
Position	Days	Step 1	Step 2
		Year 1-9	Year 10+
BHS Asst. Principal	213	122,927	125,386
BHS Housemaster	213	113,127	115,390
BIS Asst. Principal	213	113,127	115,390
Athletic Director	203	110,851	113,069
BUE Asst. Principal	213	113,127	115,390
Director of Technology	223	118,140	120,502
District Network Coordinator	213	88,291	90,057
Network Specialist	213	56,795	57,932
Technology Specialist	183	36,435	37,163
Grant Manager	213	88,324	90,090
Director of Gateway	193	100,938	102,956
Curriculum Coordinator- 6-12 Math	203	107,917	110,075
Curriculum Coordinator- 6-12 English	203	107,917	110,075
Curriculum Coordinator- 6-12 Social Studies	203	107,917	110,075
Curriculum Coordinator- 6-12 Science	203	107,917	110,075
BHS SPED Coordinator	198	103,946	106,025
BUE SPED Coordinator	198	101,553	103,584
BIS SPED Coordinator	198	101,553	103,584
Elementary SPED Coordinator	198	101,553	103,584
Preschool SPED Coordinator	198	101,553	103,584
Crossroads Coordinator	193	98,989	100,969
Asst. SPED Coordinator	193	87,439	89,189
Director of ELL	213	107,776	109,932
Nurse Wellness Coordinator	198	105,259	107,364
Student Information System Specialist	223	84,430	86,118
Asst. Director of Special Education	223	113,127	115,390

Notes:

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

Stipends

Position	7/1/2017	7/1/2018	7/1/2019
Lead Housemaster	\$2769	\$2825	\$2881
Mentor Steering Committee	\$1722	\$1756	\$1791
Substitute Coordinator	\$2769	\$2825	\$2881

**APPENDIX C
EVALUATION INSTRUMENT**

**Barnstable Pubic Schools
Performance Evaluation for Technology Support Personnel within the BAO**

Name: _____ Date _____

School: _____ Position: _____

Purpose

The Barnstable Public School Committee and the Barnstable Administrative Organization recognize that staff evaluations are essential to guarantee quality performance. This evaluation is to inform the employee of his/her level of performance and to ensure ongoing communication in this area.

Director Procedure

- The building principal/director or his/her designee will be responsible for the evaluation of all support personnel assigned to his/her building or department.
- Two conferences between the building principal or his/her designee and the employee will take place on an annual basis for the purpose of framing the evaluation process and completing the performance evaluation.

Instructions

Check the appropriate column using the descriptors outlined below. Please comment in writing and discuss with the employee any aspect of the employee's job performance in the areas following each category. Any area receiving a no must be identified with a comment.

The following evaluation criteria will be used:

- ❖ **Exceeds Expectations:** Performance consistently exceeds professional standards and position requirements; overall contribution is above expectation.
- ❖ **Met Expectations:** Performance consistently meets professional standards and position requirements; overall contribution is of high quality.
- ❖ **Progressing Toward Meeting Expectation:** Performance does not consistently meet the professional standards and position requirements; however efforts have been directed towards this standard. An improvement plan may be formulated to assist in the attainment of the standard.
- ❖ **Did Not Meet Expectation:** Performance is unacceptable.
- ❖ **Not Applicable**

I. Organization and Planning

	Exceeds Expectation	Met Expectation	Progressing Toward Expectation	Did not meet Expectation	N.A
A. Is punctual and regular in attendance	_____	_____	_____	_____	_____
B. Utilizes work time efficiently	_____	_____	_____	_____	_____
C. Performs all assigned duties promptly, accurately, and effectively	_____	_____	_____	_____	_____
D. Demonstrates initiative and good judgment	_____	_____	_____	_____	_____
E. Performs other duties as appropriate and/or directed	_____	_____	_____	_____	_____

Comments: _____

II. Interpersonal Relations and Communication

	Exceeds Expectation	Met Expectation	Progressing Toward Expectation	Did not meet Expectation	N.A
A. Demonstrates courtesy and professionalism in all communications.	_____	_____	_____	_____	_____
B. Appropriately and effectively communicate with all members of the school.	_____	_____	_____	_____	_____
C. Accept change and adapt to a variety of assignments.	_____	_____	_____	_____	_____
D. Works with colleagues in a collective effort to accomplish institutional goals and objectives.	_____	_____	_____	_____	_____

Comments: _____

III. Professional Responsibilities / Qualities

	Exceeds Expectation	Met Expectation	Progressing Toward Expectation	Did not meet Expectation	N.A
A. Maintains effective working relationship with others while effectively maintaining a positive attitude.	_____	_____	_____	_____	_____
B. Maintains confidentiality.	_____	_____	_____	_____	_____
C. Promotes a safe working Environment.	_____	_____	_____	_____	_____
D. Demonstrates flexibility in work assignments and schedule.	_____	_____	_____	_____	_____
E. Demonstrates effective problem-solving skills.	_____	_____	_____	_____	_____
F. Think and act without being instructed in great detail. Ability to overcome obstacles to meet objective.	_____	_____	_____	_____	_____
G. Adheres to the Barnstable Public Schools' policies and procedures.	_____	_____	_____	_____	_____

Comments: _____

IV. Knowledge and Performance of Job Responsibilities

	Exceeds Expectation	Met Expectation	Progressing Toward Expectation	Did not meet Expectation	N.A
A. Keeps abreast of current development in classroom instruction and takes advantage of professional development training when offered and is relevant.	_____	_____	_____	_____	_____
B. Maintains communication with assigned teachers.	_____	_____	_____	_____	_____
C. Demonstrates effective management techniques with students.	_____	_____	_____	_____	_____
D. Accurately collects data and maintains record as directed.	_____	_____	_____	_____	_____

E. Assists in adjusting materials to meet the needs of students.	_____	_____	_____	_____	_____
F. Provides positive reinforcement to students.	_____	_____	_____	_____	_____
G. Is available to students/teachers as needed.	_____	_____	_____	_____	_____

Comments: _____

	Yes	No
I recommend the employee for the next school year.	_____	_____

 Technology Support Personnel Signature

 Evaluator Signature

 Date

Signature indicates that the employee has read the evaluation but does not necessarily indicate agreement.
 A rebuttal may be attached.

APPENDIX D
FORM WH-380-E