

**AGREEMENT BETWEEN THE  
FALMOUTH SCHOOL COMMITTEE**

**AND**

**FALMOUTH EDUCATOR'S ASSOCIATION - UNIT A (Teachers)**

**2009-2012**

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, THIS CONTRACT IS MADE by the SCHOOL COMMITTEE OF FALMOUTH (hereinafter sometimes referred to as the "Committee") and the FALMOUTH EDUCATORS' ASSOCIATION (hereinafter sometimes referred to as the "Association").

**ARTICLE I**

**GENERAL**

- A. Recognizing that the prime purpose of the Falmouth School System is to provide education of the highest quality for the children of Falmouth, we, the undersigned parties to this Contract, agree to the following principles:
1. The Committee, elected by the citizens of Falmouth, is a public body established under the laws of the Commonwealth of Massachusetts and with the duties, powers, responsibilities, and rights provided by these laws and the applicable rules and regulations of administrative agencies issued under such laws.
  2. The Superintendent of Schools of Falmouth (hereinafter referred to as the "Superintendent") is the executive officer of the Committee and as such administers and directs the operation of the public schools of Falmouth in accordance with the decisions of the Committee.
  3. The professional staff of the Falmouth School System shares with the Committee and the Superintendent responsibility for providing for pupils of the Falmouth Public Schools education of the highest possible quality, consistent with the policies of the Committee, and the professional staff has the major role in direct contact with pupils providing, however, the Association shall be provided copies of School Committee policies which are adopted and which are reduced to writing. If a policy manual is developed incorporating existing policies, the Association shall be given a copy.
  4. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information among the Committee, the Superintendent, and the professional staff.
  5. The Association recognizes that the basic duty of each professional employee is to use his skill and expertise in the most effective and proper manner to improve the quality of education offered by the Falmouth Public Schools.

**ARTICLE II**

**GOALS**

The Committee and the Association shall be responsible for working toward the goals approved by the School Committee.

**ARTICLE III  
RECOGNITION**

For the purpose of collective bargaining with respect to wages, hours, and other conditions of employment, the negotiation of agreements and any questions arising there under, the Committee recognizes the Association as the exclusive representative of all full-time and regular part-time teaching employees employed by the Falmouth School Committee including Librarians, Guidance Counselors, Title I personnel, School Adjustment Counselors, and Psychologists. However, the following positions are excluded from the bargaining unit: Superintendent, Assistant Superintendent of Finance & Human Resources, Director of Pupil Personnel, Director of Curriculum & Instruction, Director of Technology and Library/Media, Principals, Assistant Principals, Department Heads, Director of Psychological Services, Director of Early Childhood Programs, Director of Academic Programs, House Administrators, Director of Athletics, School Physician, substitute teachers and nurses.

The professional employees represented by the Association as aforesaid, are members of the professional staff covered by this Contract and are hereafter referred to as “teachers” and shall be called Unit A.

The Committee agrees not to negotiate with any other person or organization other than the Association for the duration of this agreement. When the School Committee adopts a new position, which is part of the bargaining unit, the salary for such position shall be negotiated with the Association.

**ARTICLE IV  
PROFESSIONAL QUALIFICATIONS**

In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates and/or their major fields of study.

**ARTICLE V  
ASSIGNMENTS**

A. Prior to the close of school each school year, teachers other than newly appointed teachers, teachers of special subjects, teachers of special needs children, and substitutes shall be notified in writing of their tentative programs for the coming year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, any special or unusual classes they will have, and including tentative class lists for the elementary grades. Changes in assignments shall not be based on other than educational considerations and the teacher shall be consulted with respect to the change.

Whenever possible, special subject and special needs and/or support teachers will be notified in writing of the building(s) and class (es) to which they will be assigned prior to the close of the school year.

Grievances alleging violation of this article will begin at Level II.

- B. Except in unusual or emergency circumstances, teachers will not be required to substitute for other teachers.
- C. No teacher will be required to serve as acting principal either temporarily or permanently. When a teacher voluntarily accepts such an assignment, the individual will be relieved of classroom duties for the duration of the assignment.

## **ARTICLE VI**

### **VACANCIES**

- A. Whenever any vacancy in a professional position occurs, including those outside the bargaining unit, during the school year, it will be adequately publicized by the Superintendent by means of a notice placed on the Association bulletin board in every school as far in advance of the appointment as possible. During the months of July and August, written notice of any such vacancy will be given to the Association. In both situations the qualifications for the position, its duties and rate of compensation will be clearly set forth. Subsequent changes in qualifications will be made only when it is deemed justified by the Administration and any change will be brought to the attention of the unit membership prior to the closing date for applications.
- B. All teachers will be given adequate opportunity to make application for such positions, and the Committee agrees to give consideration to the professional background, length of service, and other attainments of all applicants.
- C. Except in unusual circumstances, appointments shall not be made until ten working days after the posting. During summer vacation periods, calendar days will be used.
- D. A vacancy shall be defined as any open position in the bargaining unit caused by death, promotion, resignation, retirement, dismissal, non-renewal, transfer or creation of a new position. Any temporary vacancy (i.e. caused by leave of absence, job share, etc.), which will last at least one school year, will be filled by a member of the bargaining unit, not a substitute. Any person substituting in the same bargaining unit position for a least ninety (90) consecutive workdays shall become a member of the bargaining unit for as long as s/he continues to serve in that specific position provided s/he is licensed/certified for such position.
- E. Effective for filling positions for the 2010-2011 school year, and thereafter, any position in Appendix B or C, that the Employer intends to fill, which is/was held by a person who does not otherwise hold a Unit A position shall be posted as provided in this article, each year. The Employer may rehire the incumbent employee.

## **ARTICLE VII**

### **TRANSFER**

Although the Committee and Association recognize that some transfer of teachers from one school to another is unavoidable they also recognize that frequent transfer of teachers is disruptive of the educational process and interferes with optimum teacher performance. Therefore, they agree as follows:

#### **I. Voluntary Transfers**

- A. When a reduction in the number of teachers in a school is necessary, volunteers will be transferred first.

- B. When a transfer within a school is necessary, before an involuntary transfer occurs, volunteers will be solicited and considered.
- C. Teachers desiring a transfer will submit a written request to the Superintendent stating the assignment preferred. Such requests must be submitted between September 1 and February 1 of each school year to be considered for the next school year. Requests must be renewed each year. All requests will be acknowledged in writing within thirty (30) days.
- D. Teachers who have such a request on file may be transferred in accordance with their request and the position to which they are being transferred need not be posted as a vacancy.
- E. All teachers who have a request for transfer on file will be given an opportunity, if they so desire, to interview for any available positions for which they are certified. Where there is an internal candidate for an open position, teachers will not be asked to participate in the interview process. Participation will be requested when the only applicants for the position are non-bargaining unit members.
- F. A list of open positions in other schools will be made available to all teachers being transferred. The Superintendent, in making voluntary transfers, will not base his/her decision on other than educational considerations.

## **II. Involuntary Transfers**

- A. When a reduction in the number of teachers in a school is necessary, volunteers will be transferred first. After this has been done, involuntary transfers may be made.
- B. When involuntary transfers are necessary, a teacher's area of competence, major and/or minor field of study, quality of teaching performance, and length of service in the Falmouth School System will be considered in determining which teacher is to be transferred.
- C. Any involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent (or his designee) at which time the teacher will be notified of the reason for the transfer.
- D. A list of open positions in other schools will be made available to all teachers being transferred. The Superintendent, in making involuntary transfers, will not base his/her decision on other than educational considerations.
- E. Notice of transfer will be given to teachers as soon as practicable and under normal circumstances not later than May 15.

## **ARTICLE VIII**

### **REDUCTION IN FORCE FOR TEACHERS WITH PROFESSIONAL STATUS**

- A. In the event it becomes necessary to reduce the number of teachers within the school system to the extent provided by statutes, then no teacher with professional teacher status shall be laid off if there is a teacher without professional teacher status serving in a position that a teacher with professional teacher status is licensed to fill.

- B. In determining the order in which professional status teachers shall be laid off within a discipline, seniority as defined below shall prevail unless the Employer demonstrates that there is a significant difference in the teachers' performance as evidenced by evaluations during the period up to five (5) years immediately prior to the school year of the layoff unless evaluations were not available during any of those years. A teacher reached for layoff shall be allowed to bump the least senior employee whose position the teacher is licensed to fill, subject to the evaluation criteria provided herein and provided the teacher seeking to bump has at least one full year teaching experience in Falmouth in that discipline within the previous ten years.
- C. In reviewing the Employer's decision that a significant difference in evaluations exists, an Arbitrator shall utilize a reasonableness standard and shall review the evaluation and relevant documents described in Appendix D. The Parties agree that the meaning and application of this Section C is without prejudice to any proposals advanced by either Party in the negotiations of this Section C.
- D. For purposes of this Article, examples of discipline categories are: (a) Elementary Teachers (pre K-2, 1-6); (b) English (reading); (c) Science; (d) Math; (e) Social Studies; (f) Languages; (g) Business; (h) Art; (i) Music; (j) Industrial Arts/Graphics/Technological Education; (k) Home Economics/Consumer and Life Skills; (l) Physical Education; (m) Guidance; (n) Special Education (K-8, 5-12) and by special license); and (o) Library/Media. With respect to disciplines in which there are multiple licenses, reductions will be made by those licensing areas; e.g., science.
- E. Seniority shall be defined as the length of continuous service, in days, months and years, in a position in this bargaining unit. Seniority is determined by the first day of employment in a bargaining unit position. Any ties shall be resolved by a lottery, which shall be held jointly by agents of Committee and the Association within thirty (30) days next following such date of hire or the execution of this Agreement. An unpaid leave of absence shall not interrupt continuous service, however the days spent on an unpaid leave of absence shall not be credited towards seniority.
- F. The Employer shall publish a seniority list of bargaining unit members, which shall be distributed to bargaining unit members within sixty (60) calendar days next following the execution of this Agreement. Thereafter, the Employer shall publish the seniority list to bargaining unit members annually by October 31. Any errors shall be brought to the attention of the Superintendent, in writing, by November 30. As of that date no further revision will be made to the seniority list until the following year. The seniority list shall be by order of initial date of employment in a position in the bargaining unit. However, the format may be by discipline provided that, where applicable, each employee's alternate areas of licensure are also included.
- G. A teacher who is to be laid off shall be notified as soon as possible after the decision has been made.
- H. Teachers who are on layoff because of a reduction in staff shall, for the first twenty-six (26) months after the effective date of layoff, retain recall rights, meaning preference, to fill vacancies and new positions, for which they are licensed, and they will be eligible for COBRA rights on health insurance. In addition to such recall rights within the discipline from which a teacher was laid off, in filling vacancies and new positions, teachers will be recalled on the basis of seniority subject to the license and experience set forth in Section B, above. During the recall period, teachers who have been laid off shall be given preference on the substitute list if they so desire.

- I. While members of the bargaining unit continue on layoff, the Superintendent agrees not to hire any new teachers unless no teacher on layoff is licensed to fill a position and has had one full year teaching experience in Falmouth in that discipline within the previous ten years.
- J. The status of teachers with respect to professional teacher status shall not be altered by layoff. Teachers with professional teacher status who are recalled shall be recalled with professional teacher status, and teachers without professional shall be credited with all prior service within the system for purposes of establishing three years of continuous service toward professional teacher status. All teachers, if recalled, will be credited with all benefits accrued up to the time of layoff.
- K. A Unit A employee who moves to a Unit B position shall retain his/her Unit A seniority as of the last day of employment in a Unit A position. Unit A seniority rights for Unit B employees who have no teaching responsibility shall expire three years next following promotion to a Unit B position. Unit B employees, who have retained such seniority in Unit A, shall have “bump back” rights into Unit A only in the case of their Reduction in Force (layoff) in Unit B. Such “bump back” rights shall allow Unit B employee, with more Unit A seniority, to bump the least senior Unit A employee in a position for which the Unit B employee is licensed provided the Unit B member has at least one full year of experience in that discipline in Falmouth during the previous five years. An eligible Unit B employee desiring to return to a Unit A position for any reason other than his/her reduction in force in Unit B must wait for a vacancy.

## **ARTICLE IX**

### **ASSOCIATION AND TEACHER RIGHTS**

- A. The Committee shall continue in its present practice of not directly or indirectly discouraging, depriving, or coercing teachers in the enjoyment of any rights conferred by the act or any other acts of the Commonwealth of Massachusetts or the Constitution of the Commonwealth of Massachusetts and the United States and of not discriminating against any teacher with respect to hours, salaries, terms, or conditions of employment, by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Committee, or his institution of any grievance, complaint, or proceeding under this agreement.
- B. The Association and its representatives shall have the right to use school building facilities in accordance with the Building Use Policies at all reasonable hours for meetings without charges provided that when special custodial service is required, that the Committee may make reasonable charges as provided in the Building Use Policies. The principal may designate a suitable and adequate place if there would be a conflict with other scheduled activities.
- C. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property during school hours only when the matter is of a pressing nature and cannot be conducted during non-school hours and provided that this shall not interfere with or interrupt normal school operations.
- D. The present practice with respect to use for Association purposes of printing shop and other school equipment shall remain in effect for the duration of this agreement.

- E. There will be one (1) bulletin board in each school building, which will be placed in the faculty lounge for the purpose of displaying official Association notices. Copies of such notices will be given to the building principal, but his advance approval will not be required. If a member of the administration objects to a particular bulletin, the matter will be taken up with the Association. The Association shall have the use of system mail services, which may exist, and professional staff mail boxes for communications to the professional staff.
- F. The Committee agrees to furnish upon reasonable request available information, as required by law, concerning members of the bargaining unit, which shall be utilized to assist the Association in developing intelligent, accurate, informed, and constructive collective bargaining proposals, or in the processing of grievances under this contract.
- G. The School Committee shall continue its present practice of not discriminating against any employee or applicant for employment by reason of race, creed, color, marital status, age, sex, sexual orientation, handicap, or national origin as provided by law. An employee who alleges discrimination shall have the choice of proceeding either under the grievance and arbitration provisions of this agreement or in the appropriate state or federal agency or court. An employee may not proceed in both forums.
- H. Any preventative medical treatment financed by the Committee for the students shall be provided for the teachers.
- I. The Association shall be granted up to twenty (20) days released time per year for use by teachers delegated by the Association participating in official seminars, conferences, and other such programs. If a substitute is required for more than ten (10) of such days, then the Association shall reimburse the Committee for the cost of the substitute for all days beyond ten (10).

## **ARTICLE X**

### **PROFESSIONAL RESPONSIBILITIES**

#### **A. Work Year**

1. Subject to the provisions of Paragraph 2 below and including orientation day, the work year of teachers, (other than new personnel who may be required to attend additional orientation sessions) shall begin no earlier than the Monday immediately preceding Labor Day. The school year for students shall begin no earlier than the Wednesday immediately preceding Labor Day. The Friday immediately preceding Labor Day shall not be a workday for teachers. The work year for teachers shall terminate no later than June 30, but will in no event (unless necessary to complete the minimum number of school days required by the state) be longer than four (4) days more than the number of days when pupils are required to be in attendance. Before the establishment of any School Calendar, the Superintendent shall provide the proposed School Calendar to the Association at least fourteen days before being presented to the Committee for approval. The Association shall be provided an opportunity for input, including, if it so requests, a meeting with the Superintendent to discuss such input prior to adoption. The Committee agrees to give serious consideration to Association input.

The additional days shall be utilized for in-service or other comparable activities.

2. Personnel on a so-called ten (10) month basis, who are included in the bargaining unit, may be required to begin

their work year up to five (5) work days before the first day when pupils are in attendance, and terminate their work year up to five (5) days after the last day when pupils are in attendance, stipulated in the job description. The Association will receive a copy of the job description.

#### B. Work Week

A full-time professional employee's workweek shall not exceed 37-1/2 hours, exclusive of outside preparation and study and involvement in school and community life, which is part of the life of the professional educator.

#### C. Work Day-General

1. The Committee and the Association recognize the uniqueness of individual schools. All teachers (classroom, support and specialists) at each particular level (K-4, 5-6, 7-8, 9-12) will spend reasonably equitable amounts of time each day instructing or supervising students. All non-teaching duties will be distributed equitably among all teachers.
2. The following conditions and procedures will be applied in all schools:
  - a. For special needs and/or support teachers time shall be made for common planning and testing of special education pupils during the regular school day; except in unusual circumstances, teacher preparation time/periods should not be used for this purpose.
  - b. For regular classroom teachers time shall be made for common planning with special needs and/or support teachers during the regular school day; except in unusual circumstances, individual preparation periods should not be used for this purpose.
3. Full-time professional personnel may be required to remain after the end of the regular workday without compensation for 1 1/2 hours for the following purposes:
  - a. Three (3) Tuesdays every month including any in-service days for meetings with colleagues.
  - b. One (1) day of each month for other purposes authorized by the Superintendent of Schools.
  - c. One (1) day a week for student make-up, special help, parent conferences.
  - d. Except in the case of emergencies, two (2) Wednesdays of each month shall be reserved for the Association.
4. Full-time professional personnel may be required to attend three (3) evening meetings each year. Teachers may be required to participate in one meeting each year (i.e. open house, meet the teacher night) and may be required to attend two other evening meetings or events each year.
5. On days when students are scheduled to remain after school, transportation will be provided by the School Department to areas of Town in which the students live. On days when there are no regularly scheduled buses, the principal's permission will be required.
6. Full-time professional personnel will have a 25 to 30 minute duty-free lunch period daily. This lunch period will be during the time scheduled for student lunch and when the cafeteria is open for the serving of lunch.
7. If the School Committee and/or the Superintendent deem that educational circumstances indicate that changes are

warranted, it will notify the Association of the contemplated change and will, upon request of the Association, negotiate with respect to the change and with respect to compensation adjustments, if any, which the change might warrant.

- a. In no event will the change become effective until the September following the commencement of such negotiations, unless otherwise agreed to by the parties.
- b. Any grievance alleging a violation of this Article shall be, within the time limits set forth at Level I, commenced at Level II of the grievance procedure.

#### 8. Part-Time Teachers

##### Grades 7-8

An 80% teacher will have thirty (30) supervisory periods of which not more than twenty-four (24) will normally be instructional.

A 63% teacher (was 60%) will have twenty (20) supervisory periods of which not more than fifteen (15) will normally be instructional.

##### Grades 9-12

An 80% teacher will have twenty-five (25) supervisory periods of which not more than twenty (20) will normally be instructional.

A 63% teacher (was 60%) will have twenty (20) supervisory periods of which not more than fifteen (15) will normally be instructional.

##### All Levels

A 50% teacher will have one half of the total supervisory periods of a full-time teacher. (Periods will be either instructional or duty.)

Every effort will be made to schedule a part-time teacher's supervisory periods consecutively.

Part-time teachers shall attend Tuesday afternoon meetings, in-service meetings and evening meetings.

9. Teachers who volunteer to do so may forego their preparation periods and shall be paid \$25 per period at grades 9-12 and \$20 per period at grades 1-8. The voluntary commitment shall be for the remainder of the school year absent unforeseen circumstances. First year teachers will not be eligible to participate in this program.

#### 10. Flexible Day

Full time teachers may, on a voluntary basis, be assigned daily schedules that start earlier and end earlier or start later and end later than normal teacher hours. Such a schedule, from beginning to end, will not be longer than the normal teacher workday, nor will it offset from the normal workday by more than 90 minutes.

11. Job sharing – see Appendix E

12. If the Committee changes the beginning and/or ending of the student day, such change will not increase the length of the teacher workday. The teacher workday will not begin prior to 7:00 A.M. or after 9:00 A.M., subject to the

flexible day provisions in Section 10, above. Should the School Committee contemplate the adoption of an afternoon alternative program, it will so notify the Association as provided in Chapter 150E, MGL.

13. The Parties agree to promptly establish a joint study committee to review the workload/student load of teachers. Any recommendations will be presented by April 1, 2006 to the Superintendent and the Association for their consideration.

#### Elementary Scheduling

The Parties agree to promptly establish a joint study committee to review the scheduling of elementary specialists. Any recommendations will be presented to the Superintendent and the Association by April 1, 2006.

#### Work Day - Elementary

1. The workday of full-time professional personnel will be (6) hours and fifty-five (55) minutes, which include thirty (30) minutes, divided between before and after the student dismissal time. The division of the thirty (30) minutes before and after the student dismissal time will be equitable and on an individual teacher basis and will be determined by the principal in each school. In no event will a teacher be required on Friday to remain more than fifteen (15) minutes beyond dismissal time.
2. There will be a minimum twenty (20) minute recess period for grades K-4 and a minimum fifteen (15) minute recess for grades 5-6 in the elementary schools.
3. Elementary teachers shall have five (5) periods per week, of at least forty (40) minutes each, free from duty, for individual teacher preparation. The five (5) preparation periods shall, whenever feasible, be allocated to five (5) separate days in the week.

These individual preparation periods will be provided without requiring planning or correction by the elementary teacher. Whenever possible students in the class will be with such specialists as library, art, music, physical education, integrated arts, technology or other certified staff listed in the recognition clause of this agreement.

4. Specialists will not teach more than two hundred eighty (280) minutes per day, normally as seven (7) forty (40) minute periods.

Elementary school specialists who change location within the school more than three (3) times per day will teach no more than six (6) forty (40) minute periods.

#### Work Day – Secondary

The Parties agree to promptly establish a joint study committee to review the schedule and the student load of high school English teachers. Any recommendations will be presented to the Superintendent and the Association by April 1, 2006.

1. The work day of full-time professional personnel will be six (6) hours and fifty-five (55) minutes, which at Lawrence School includes thirty (30) minutes and at Falmouth High School fifteen (15) minutes divided between before and after the student dismissal time. The division of the time before and after the student dismissal time will be equitable and on an individual teacher basis and will be determined by the principal in each school. In no event will a teacher be required on Friday to remain more than fifteen (15) minutes beyond dismissal time.
2. Secondary teachers will not be assigned more than six (6) pupil supervisory periods a day, up to five (5) of which shall be teaching assignments. Teachers in secondary grades (7-12) shall have one (1) standard period a day free from duty, for lunch and/or preparation.  
  
High School teachers who teach six (6) periods shall do so on a voluntary basis.  
  
Falmouth High School science teachers will be exempt from a period of duty for each double lab period on his/her schedule. Therefore, a teacher who has one (1) double lab per cycle would be assigned four (4) duty periods per cycle, a teacher who has two (2) double labs per cycle would be assigned two (2) duty periods per cycle, and a teacher who has three (3) double labs per cycle would have no duties.
3. Secondary teachers will not be required to teach subjects in more than two (2) departments or areas nor more than a total of four (4) course preparations (courses as described in the Program of Studies).

**ARTICLE XI**

**TEACHING CONDITIONS (CLASS SIZE)**

- A. The Committee will strive to achieve the following desirable maximum number of pupils per teacher:

Kindergarten	16-18
Grade 1	18-20
Grade 2-3	19-22
Grade 4-12	21-24 (Average at grades 7-12)
Physical Education	35
Academic Support	24-28

- B. In the event that any classes exceed the figures listed above by three (3) or more at the maximum, the Superintendent, upon request, shall discuss the reasons therefore with representatives of the Association. Any suggestions made by the representatives to alleviate the situation will be given serious consideration.

**ARTICLE XII**

**TEACHING ENVIRONMENT**

- A. Where suitable space is presently available, there shall be in each school a lunchroom, rest room and teachers' work room for adult use exclusively. The lunchroom and teachers' workroom may be the same room.
- B. The teachers may have vending machines for beverages installed in each teachers' workroom provided that no alteration to the building is necessary. All financial and operating arrangements shall be the responsibility of the

teachers in the respective buildings.

- C. If required, an adequate portion of the parking lot at each school will be reserved for teacher parking.
- D. Present telephone facilities in each school shall be available to teachers for necessary use. A telephone in each building will be designated for teacher use. Teachers shall not use personal cell phones during instructional or supervisory time, except in case of emergency or for school business.
- E. A Health and Safety Committee composed of Association and Administration representatives shall meet at least four (4) times a year to review health and safety concerns within the school system. The Committee shall determine the scope of its responsibilities. The Association may appoint one (1) representative to the Committee from each school. Recommendations from the Committee shall be presented to the Superintendent for consideration. Association appointed members of the Committee should receive a stipend as set forth in Appendix C.

### **ARTICLE XIII**

#### **TEACHER PROTECTION**

- A. No teacher with professional status will be dismissed, suspended, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause provided that any dispute concerning dismissal or suspension shall be adjudicated in accordance with Chapter 71 of the Massachusetts General Laws. Appointments to coaching positions and/or extracurricular activities advisors are on a one (1) year basis. Coaches will be notified in writing within thirty (30) calendar days after the close of their regular season whether they will be rehired for that position for the next season.
- B. Teachers will immediately report to the Superintendent in writing all cases of abusive conduct and/or torts suffered by them in connection with their employment.
- C. This report will be forwarded to the Committee, which will comply with any reasonable request from the teacher for information in its possession relating to the incident or the person involved, and will act in appropriate ways as liaison between the teacher, the police, and the courts. In addition, any student involved in such an assault will be promptly and properly disciplined after responsibility has been established.
- D. If criminal or civil proceedings are brought against a teacher alleging that he committed an assault in connection with his employment, the Committee may furnish legal counsel to defend him in such proceedings if he requests such assistance. If the Committee does not provide such counsel and the teacher is exonerated, then the Committee will reimburse the teacher for reasonable counsel fees incurred by him.
- E. If a teacher is exonerated from any responsibility, with respect to acts referred to in B above, he shall not suffer the loss of any professional advantage because of time lost due to such acts.

### **ARTICLE XIV**

#### **TEACHER EVALUATION**

All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of

the teacher. See Appendix D: Definition of Evaluation Procedures.

Teachers will be provided with a copy of any evaluation done on them, and will sign such evaluations before they are inserted into the file. Such signature does not necessarily indicate agreement with the contents of the evaluation.

## **ARTICLE XV**

### **TEACHER EMPLOYMENT**

- A. Full credit will be given for previous comparable teaching experience upon initial employment. One (1) year of credit for one (1) year of active military service, two (2) years of credit for three (3) years of active military service, three (3) years of credit for five (5) years of active military service, and credit of one (1) year for each year of Peace Corps work, not to exceed two (2) years, will be given to teachers upon initial employment.
- B. One-half of previously accumulated unused sick leave days will be restored to returning teachers.

#### Areas of Critical Need

The Superintendent will determine certain positions to fall within “areas of critical need” based on one or more of the following:

Difficulty in the prior year in hiring for similar positions, as substantiated by the need for multiple advertisements, a small number of appropriately qualified and certified applicants responding, loss of strong candidates to other districts, rejections of Falmouth contract offers.

National publicity of shortages in the particular subject area.

Higher than normal numbers of openings in a position in Falmouth.

High transfers away from similar positions or attrition from similar positions.

Other facts after consultation with FEA.

In response to an established area of critical need, the following exceptions may be made to normal contract procedures:

Internal transfer candidates may be solicited up to three years before a projected opening and commitments made to transfer as soon as needed.

Provide interest-free loans to such teachers at an amount to be determined by the Superintendent to become appropriately certified with forgiveness of the loan after two years in the new position. (It is understood that such forgiveness creates taxable income.)

Leave of absence from one Unit A position for up to two years to try a position in an area of critical need with return to a prior type of position as governed by normal transfer language.

Payment of a one-time transfer or hiring bonus for people moving into such positions, not to exceed \$3,000; such bonus to be paid at the end of one year of successful teaching in a new position. Accepting the bonus carries a commitment to stay in the area of critical need for a second year.

The Association will be fully informed of actions by the Superintendent pursuant to the above.

**ARTICLE XVI**  
**SPECIAL SERVICES**

A. Student Discipline

After exhausting all avenues reasonably expected of a teacher in maintaining discipline, a teacher may refer to an administrator a student who is causing disruption and/or violating Committee policies. If a teacher recommends removal from his class, he shall receive a written reply from the administrator setting forth the disposition of the case. If the teacher is not satisfied with the disposition of the matter, he/she may upon written request consult with the Superintendent or his central office administrative designee.

B. Student Referrals

If a teacher refers a student for special help or testing, the teacher shall be informed in writing of the actions taken with respect to the student.

**ARTICLE XVII**  
**PERSONNEL FILES**

A. Each teacher shall have the right, upon request, to review the contents of his own personnel files maintained at the teacher's school or at the Administration Building. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The review shall be made in the presence of the Administrator responsible for the safekeeping of these files.

B. Any complaint by a parent of a student, or any person, directed toward a teacher deemed serious enough to be included in the teacher's personnel file shall be promptly called to the teacher's attention. The identity of the Complainant shall be made known and the teacher afforded the opportunity to refute such complaint prior to its inclusion in the file.

C. No material derogatory to a teacher's conduct, service, character, or personality shall be placed in either a teacher's building personnel file or in his personnel file in the Administration Building, unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he has read such material by affixing his signature on the actual copy to be filed with the understanding that such signature merely signifies that he had read the material to be filed, and does not necessarily indicate agreement with its contents.

The teacher shall have the right to answer any material contained in his files, and his answer shall be attached to the file copy. In the event that charges made against a teacher are proven to be without substance, any and all reference concerning the charges shall be deleted from the teacher's personnel file, or the teacher may elect to have the documentary evidence remain in the file.

D. All persons using the file must sign their name and the date they inspected the contents of the file.

**ARTICLE XVIII**  
**LEAVES OF ABSENCE**

## Leave with Pay

- A. Full-time professional employees shall be entitled to fifteen (15) days of sickness or accident leave exclusive of Saturdays and Sundays or holidays without loss of pay. If such sick leave allowance is not used in any particular year, it shall continue to accumulate through terms of employment. The date from which the leave shall be computed shall be the starting date of employment.
- Up to five (5) days of sick leave may be used in case of illness in the teacher's immediate family, which precludes the teacher from reporting to work on that day.
- B. In addition to the above fifteen (15) days sick leave, up to three (3) days leave without loss of pay may be utilized for the following reasons:
1. Personal business that cannot be transacted during non-school hours. Personal leave shall not be used for recreational purposes or in the pursuit of an outside occupation.
  2. Other personal reasons approved by the Principal.
  3. Bereavement - in the event of a death not covered in Section E below.
- C. Any unused personal days will be converted into accumulated sick days.
- D. A teacher may, with the approval of the Superintendent, be entitled to a leave of absence to attend professional meetings, conferences, or visitations, in the interest of the schools, or for other justifiable reasons.
- E. In addition to sick leave, a teacher may be granted a leave of absence with pay of up to four (4) days in the event of the death of spouse, child, parent, grandchild, grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law, and sibling of the teacher or the teacher's spouse, or of other persons residing in the teacher's immediate household or others at the discretion of the Superintendent.
- F. In addition to sick leave, a teacher shall be granted a leave of absence with pay of up to three (3) days for religious holidays, where the tenets of the religion require absence from work.
- G. When a teacher is summoned to serve Jury Duty, the School Committee will pay the difference between the pay received for jury duty and the teacher's current salary commensurate with State and Federal statutes.
- H. Leaves under this Section shall not be unreasonably withheld.
- I. A Sick Leave Buy Back Plan will be studied for possible future implementation.

## **ARTICLE XIX**

### **LEAVE WITHOUT PAY**

- A. The Committee agrees that one (1) teacher designated by the Association may, upon individual request to the Committee, be granted a leave of absence without pay for the purpose of engaging in official Association (local, state, or national) activities. The exercise of this discretion by the Committee will not be unreasonable. Upon return from such leave, a teacher will be considered as if he were actively employed by the Committee during the leave and will be placed on the salary schedule at the level he would have achieved if he had not been absent. A teacher may be

granted only one leave during his lifetime.

- B. A leave of absence without pay of up to two (2) years will be granted to any teacher who joins the Peace Corps or serves as an exchange teacher and is a full-time participant in either of such programs. Upon return from such leave, a teacher will be considered as if he were actively employed by the Committee during the leave and will be placed on the salary schedule at the level he would have achieved if he had not been absent.
- C. Military leave will be granted to any teacher who is inducted or enlists in any branch of the Armed Forces of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level, which he would have achieved had he remained actively employed in the system during the period of his absence up to a maximum of two (2) years.
- D. A leave of absence without pay or increment of up to one (1) year may be granted at the discretion of the Superintendent for the purpose of caring for a sick member of the teacher's immediate family. The exercise of such discretion will not be unreasonable. Additional leave may be granted at the sole discretion of the Superintendent.
- E. The Superintendent may grant a leave of absence without pay or increment to any teacher to campaign for, or serve in a public office. The exercise of this discretion will not be unreasonable. An employee may be granted only one such leave during his lifetime.
- F. A leave of absence without pay of up to two (2) years will be granted for the purposes of caring for a child after childbirth, adoption of a child or child rearing. Such leave shall be called "Child Rearing Leave." A teacher who is on Child Rearing Leave shall not be entitled to accrued paid sick leave or other benefits during the period of such leave. Upon return from such leave of absence, the teacher shall return to the step of the salary schedule the teacher would have attained prior to the effective date of the Child Rearing Leave, unless the teacher was in an active employee status of at least ninety-two (92) workdays during the work year in which such leave commenced, in which case such teacher shall advance to the next step. Upon return from such leave, such teacher shall be restored to the position held before the leave began, if it is open. If it is not open, the equivalent, open position. A teacher may not return from Child Rearing Leave during the school year, except by agreement of the Superintendent. For leave of absence for any disability related to pregnancy, childbirth or the recuperation there from, the employee is entitled to Sick Leave under the terms of that provision to the extent such employee has sick leave available to her. Leaves for such disabilities, which exceed eight (8) weeks, shall require medical certification.

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

- G. Leaves for reasons other than those listed above may be granted by the Superintendent.
- H. A teacher returning from any of the leaves without pay listed above shall be granted his/her former position or a comparable position should the former position be unavailable without the necessity of such position being posted.  
If the position of a teacher on leave under this article is filled, it shall be filled only for the length of such leave.
- I. Teachers on leave shall notify the Superintendent in writing of their intent to return by February 1 of the calendar year

of return.

**ARTICLE XX**

**PROFESSIONAL COMPENSATION**

- A. The basic salaries of the staff covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement.
- B. Teachers involved in extra-duty assignments and other activities which are recognized as calling for additional compensation are set forth in the Appendix of this Agreement. All compensation shall be in accordance with the provisions of this Agreement.
- C. Teachers shall receive their pay in 26 equal installments with an option of receiving a lump sum payment to cover the summer installments.

**ARTICLE XXI**

**LONGEVITY/LONGEVITY BUY-OUT**

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

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
11 Years of Service in Falmouth	\$350	\$375	\$425
15 Years of Service in Falmouth	\$650	\$675	\$725
20 Years of Service in Falmouth	\$750	\$775	\$825
25 Years of Service in Falmouth	\$850	\$900	\$950

A teacher 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 Falmouth may elect longevity payment of \$3,000 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 the Article. Bargaining unit members will be entitled to the entire sum of \$9,000 regardless of date of termination. Payment will continue until the remaining credit is exhausted if an entitled unit member is terminated. Employees who had provided notice by October 1, 2008 shall be entitled to continue to receive benefits under the existing provisions. Effective September 1, 2009 all such participating employees shall be grandfathered with the benefits addressed in Sections B and C and such longevity buyout shall not be available to other bargaining unit members.
- C. Effective 9/1/09, employees or their estate with at least fifteen (15) completed years of service in Falmouth and who have provided a written notice of intent to retire, shall receive nine thousand dollars (\$9,000.00) minus the total of longevity compensation during the last three (3) years of employment. Written notice shall be submitted to the Superintendent as follows:
  - a. For retirement effective at the end of a school year or during the days following the end of a school year in June or in July or August (i.e. the days between the end of one school year and the beginning of another), written

notice shall be submitted to the Superintendent on or before the December 1 of the school year at the end of which the employee will retire. Payment shall be made on or before the July 31, immediately following the date of retirement.

- b. For a retirement with an effective date during a school year, written notice shall be submitted to the Superintendent on or before the December 15 immediately preceding the school year in which the effective date of retirement shall occur. Payment of the buyback option shall be made on or before the July 31 of the fiscal year following the effective date of retirement.
- c. In the event an abnormally high number of members elect this buyout in a specific year, members electing this buyout will be accepted in the order of seniority, with the most senior being paid during that fiscal year and the remainder being paid by the July 31 of the next fiscal year, as described in Sections a and b above.

## **ARTICLE XXII**

### **INSURANCE AND ANNUITY**

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

Unit A personnel are eligible to participate in a "tax-sheltered" annuity plan established pursuant to Public Law 87-37D of the United States consistent with Massachusetts General Law, Chapter 31, Section 37B. Participation in a TSA may commence at any time during the year, providing one month notice is given.

## **ARTICLE XXIII**

### **DUES DEDUCTION**

The Committee hereby accepts the provision of Section 17C of Chapter 180 of the General Laws of Massachusetts and, in accordance therewith, shall certify to the Treasurer of the Town of Falmouth all payroll deductions from the salaries of Unit A personnel for payment of dues that they may individually and voluntarily authorize to be deducted, including V.O.T.E. Unit A authorizations for these purposes shall be in writing on suitable forms provided by the Association.

The deduction of membership dues shall be made once per month in equal installments beginning with the second paycheck in September and ending in April, and the Committee agrees to remit promptly to the Treasurer of the Association all monies so deducted, accompanied by a list of the teachers' names for whom such deductions have been made and the amount of the deductions.

The Association shall, by the first week of each school year, give written notification to the Human Resource Office of the amount of dues, which are to be deducted in that school year under such authorizations. The amounts of the deductions for these dues or representation fees shall not be subject to change during the entire school year. For the purpose of this article, the term "School Year" shall mean the twelve-month period beginning with September 1.

The Association shall indemnify and save the Committee and/or the Town harmless against all claims, demands, suits, or other forms of liability, which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this Article.

## **ARTICLE XXIV**

### **GUIDELINES FOR PROFESSIONAL IMPROVEMENT**

As teachers in the Falmouth School system begin to accumulate credits beyond their Bachelor's Degree, the following guidelines must be followed. Teachers will be responsible for selection of courses in the proper fields and subject area in compliance with the Guidelines.

- A. All courses taken for advancement on the salary schedule must either be courses offered by the school system, projects approved by the Superintendent or his designee, or courses offered for graduate credit by an accredited college or university.
- B. Effective 9/1/2010 all graduate courses successfully completed after the attainment of the Bachelors degree shall qualify for salary column advancement. In advancing on the salary schedule no single course may be used more than once.
- C. No credit will be given for a course which is substantially the same as one previously taken.
- D. Any course to be applied for credit must be submitted to the office of the Superintendent before June 30 to receive placement for the following school year. Teachers who notify the Superintendent of coursework with an expected completion date prior to the beginning of the school year will receive the appropriate placement for salary purposes. If proof of such coursework is not received by the beginning of the school year, the appropriate adjustment will be made in the teacher's salary and the teacher will not be eligible to receive salary credit until the following school year.
- E. **TUITION REIMBURSEMENT PLAN FOR TEACHERS AND NURSES**
  - 1. The amount to be used for tuition reimbursement is \$40,000 (9/1/09) and \$45,000 (9/1/10).
  - 2. The program is available to teachers and nurses only.
  - 3. Criteria for courses:
    - a. Course must be for educational certifications, either additional areas or recertification.
    - b. Only courses that are passed with a B or better or a "Pass" in a pass-fail system are eligible for tuition reimbursement.
    - c. Course must be offered by an accredited college or university.
    - d. Course must have been taken for graduate credit.
  - 4. The reimbursement shall be for the costs of the course including tuition and fees up to \$850.00 per course. Verification must be in the form of receipted bills from the college or university or the collecting agency for the college. Additional courses shall be reimbursed if additional funds are available, divided as per the practice.
  - 5. Courses from summer, fall, or spring sessions will be allowed.

6. Verifications and applications must be received in the Human Resources Office by June 1 of the school year. The total amount budgeted to this plan will be divided equally among the number of people submitting applications. The Employer will notify the Association, in writing, of the distribution to employees.
  7. Verification for courses can be either transcripts or grade reports indicating that the course was taken for “graduate credit” and only courses that are passed with a B or better or a “Pass” in a pass-fail system in an ungraded course.
- F. Beginning with the 1997-98 school year, a fund of \$10,000 will be established to provide teachers with mini-grants for summer work. Proposals for such work must be submitted to the superintendent or designee by May 1 of each year. Proposals must be tied to current or proposed curriculum areas and must be endorsed by building principals. The superintendent or designee shall decide the amount of such grants based on the nature of the proposals submitted.

## **ARTICLE XXV**

### **SICK LEAVE BANK**

The Sick Leave Bank currently in existence for use by the eligible members of the professional staff covered by this Agreement who have exhausted their own sick leave and who have serious illness shall be continued.

At the beginning of each school year, should the total number of days remaining in the bank be less than the total number of professional employees covered by this Agreement, each professional employee covered by this Agreement shall contribute one (1) of their annual fifteen (15) days of sick leave in order to fund the bank. The bank shall be maintained at a minimum of (1) one day per professional staff member after the first year of maintenance. A maximum shall be two (2) per professional staff member.

The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty (30) days.

Upon completion of the thirty (30) day period, the period of entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant.

The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of six (6) members. Three (3) members shall be designated by the Committee to serve at its discretion and three (3) members shall be designated by the Association. The Sick Leave Bank Committee shall determine the eligibility for the use of the bank and the amount of leave to be granted. The following criteria shall be used by the Committee in administering the bank and in determining eligibility and amount of leave:

1. Adequate medical evidence of serious illness.
2. Prior utilization of all eligible sick leave.
3. Length of service in the Falmouth 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 one (1) additional day of sick leave by each member of the professional staff covered by this Agreement. Such additional days will be deducted from the teacher's annual fifteen (15) days of sick leave. The sick leave bank committee shall determine the time when it becomes necessary to replenish the bank.

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 XXVI**  
**SUBSTANCE ABUSE**

Alcoholism and drug abuse are recognized by the parties to be treatable illnesses. Without detracting from the existing rights and obligations of the parties recognized in the other provisions of this contract, the Committee and the Association agree to cooperate in encouraging employees afflicted with alcoholism or drug abuse to undergo a program designed to rehabilitate the employee.

If the employee refuses to avail him/herself of assistance, and alcoholism or drug abuse impairs work performance, attendance, conduct, or reliability, the normal contractual disciplinary procedures for dealing with problem employees will be used.

**ARTICLE XXVII**  
**EMPLOYEE ASSISTANCE PROGRAM**

The Town of Falmouth Employee Assistance Program will be available to teachers to address the need for the following:

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

**ARTICLE XXVIII**  
**ACADEMIC FREEDOM**

The Committee and the Association recognize that teaching is a professional endeavor, and in order to promote the creative growth and quality of the Falmouth School System, it is desirable that the teacher exercise discretion in determining within established guidelines the substance, organization, and representation of a course of study.

**ARTICLE XXIX**  
**GRIEVANCE PROCEDURE**

- A. A "grievance" is hereby defined as a dispute, claim or controversy by the Association, an employee or employees involving the meaning, interpretation, or application of this contract. A "grievant" is defined as the Association, an employee or employees covered in the recognition clause of this agreement.
- B. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits to the aggrieved employee and to the President of the Association shall permit the aggrieved party or parties to proceed to

the next step.

- C. Failure at any step of this procedure to appeal the grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

D. PROCEDURE

STEP ONE

A grievant shall, with or without a representative of the Association, discuss it with his immediate supervisor and the principal within fifteen (15) school days of the occurrence on which the grievance is based or within ten (10) school days of the date on which the teacher has knowledge or reasonably should have had knowledge of the occurrence. Any meeting with reference to the above shall be held during non-class hours. A grievance involving more than one principal shall begin at Step Two.

STEP TWO

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

STEP THREE

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

STEP FOUR

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

#### MISCELLANEOUS

If a grievance involves employees who do not have a common principal or supervisor, the grievance may start at Step Two within the time limits set forth in Step One.

A grievance filed by the Association or class or group of teachers, or one which is of a general nature may be submitted in writing to the Superintendent directly and the process of such grievance shall be commenced at Step Two.

During the summer and vacation periods when school is not in session, business days will be used in place of school days for Steps One through Four.

### **ARTICLE XXX**

#### **TRAVEL AND EXPENSES**

All employees shall receive reimbursement in accordance with current policies.

### **ARTICLE XXXI**

#### **PERSONAL INJURY BENEFIT**

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

### **ARTICLE XXXII**

#### **AGENCY SERVICE FEE**

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

### **ARTICLE XXXIII**

#### **MISCELLANEOUS PROVISIONS**

- A. Any and all individual contracts between the Committee and staff members shall be subject to and consistent with this Agreement. If any individual contract contains language inconsistent with the terms of this Agreement, this Agreement during its period in force shall be controlling.
- B. As to all matters covered by this Contract, the provisions hereof shall control in any case where a conflict may exist between such provisions and any policy, practice, procedure, custom or writing not incorporated in this Contract.
- C. If any provisions of this Contract, or any application of this Contract to any member of the professional staff covered hereby, shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or applications of this Contract shall continue in full force and effect.
- D. Eight hundred (800) copies of this Agreement, titled "Professional Agreement Between the Falmouth Public School System and the Falmouth Educators' Association" shall be printed at the mutual expense of both parties, within thirty (30) days of the signing of this Agreement. The Association shall choose the printer. The School Committee shall receive two hundred (200) copies. The Association shall distribute the contract to the members of the bargaining unit.

**ARTICLE XXXIV**

**INFORMATIONAL DISCUSSION**

It is agreed that all direct dialogue between the Committee and the teachers is desirable. Upon request by teacher representatives, there will be up to four (4) meetings during the school year between the Committee and teacher representatives, at which time matters of mutual concern shall be discussed, provided, however, that these meetings shall not be used to discuss grievances arising under Article XXVI or to negotiate modifications or additions to this Agreement.

**ARTICLE XXXV**

**SCHOOL COMMITTEE RIGHTS**

The parties further recognize and agree that as to every matter not specifically mentioned or provided for in this Contract, and as to every matter, a final decision as to which is reserved to the Committee hereunder, or as to which the committee specifically retains discretion hereunder, the Committee continues to retain, whether exercised or not, the sole and unquestioned right to exercise in its discretion the duties, powers, responsibilities, and rights mentioned in Article I of this Contract.

**ARTICLE XXXVI**

**NO STRIKE**

The Association agrees that they will not cause, condone, or sanction or take part in any strike, walkout, slowdown, or work stoppage in the Town of Falmouth.

The Association and the members of the bargaining unit individually and collectively agree that if there is a violation of

this clause, any or all persons violating this clause will be subject to disciplinary action, including but not limited to discharge, suspension or complete loss of seniority, and the only matter subject to arbitration is that of participation in any of the above prohibited acts.

## **ARTICLE XXXVII**

### **WAIVER**

The Association and the Committee agree that each has had a right to bargain for any provision that they wished in this contract and on matters that were or could have been discussed during negotiation, except where otherwise provided in the contract, each expressly waives the right to reopen the contract for any further demands or proposals and agrees that the present contract constitutes a complete agreement on all matters and that if other proposals have been made, they have been withdrawn in consideration of the Agreement.

**APPENDIX A**  
**FALMOUTH PUBLIC SCHOOLS**  
**Falmouth, Massachusetts**  
**2009-2010 (1%)**

<b>Steps</b>	<b>B</b>	<b>B + 30</b>	<b>M</b>	<b>M + 15</b>	<b>M + 30</b>	<b>M + 45</b>	<b>M + 60</b>	<b>Doc</b>
1	\$38,346	\$39,838	\$40,970	\$41,739	\$42,509	\$43,145	\$43,791	\$44,449
2	\$39,794	\$41,283	\$42,777	\$43,548	\$44,316	\$44,953	\$45,627	\$46,312
3	\$41,599	\$43,093	\$44,585	\$45,353	\$46,124	\$46,761	\$47,462	\$48,174
4	\$43,768	\$45,259	\$46,392	\$47,159	\$47,931	\$48,566	\$49,295	\$50,032
5	\$46,298	\$47,790	\$50,003	\$50,774	\$51,545	\$52,181	\$52,965	\$53,759
6	\$47,743	\$49,237	\$51,813	\$52,582	\$53,351	\$53,988	\$54,800	\$55,620
7	\$49,190	\$50,683	\$53,618	\$54,391	\$55,160	\$55,796	\$56,633	\$57,483
8	\$51,008	\$52,502	\$55,800	\$56,571	\$57,701	\$58,340	\$59,214	\$60,103
9	\$53,175	\$54,667	\$59,414	\$60,184	\$61,317	\$61,954	\$62,884	\$63,826
10	\$56,791	\$58,282	\$63,031	\$63,800	\$64,930	\$65,564	\$66,549	\$67,547
11	\$64,350	\$66,038	\$71,048	\$72,000	\$73,406	\$74,050	\$75,160	\$76,286

\*Effective 9/1/09 teachers who have more than thirty-six (36) credits for their master's degree may utilize the credits in excess of thirty-six (36) in working toward their Master's + 15.

A teacher with twenty (20) years of service in the Falmouth School system who notifies the Committee of his intent to retire under the Massachusetts Retirement System at the end of the school year shall receive twenty dollars (\$20) per day for any unused sick leave in excess of one hundred (100) days, up to a maximum of one thousand dollars (\$1,000).

A teacher with twenty-five (25) years of service in the Falmouth School system shall receive twenty dollars (\$20) per day for any unused sick leave in excess of one hundred (100) days, up to a maximum of twelve hundred and fifty dollars (\$1,250). The number of sick days will be determined on June 1 of the final year of service.

**APPENDIX A**  
**FALMOUTH PUBLIC SCHOOLS**  
**Falmouth, Massachusetts**  
**2010-2011 (1.5%)**

<b>Steps</b>	<b>B</b>	<b>B + 30</b>	<b>M</b>	<b>M + 15</b>	<b>M + 30</b>	<b>M + 45</b>	<b>M + 60</b>	<b>Doc</b>
1	\$38,921	\$40,436	\$41,584	\$42,365	\$43,147	\$43,792	\$44,448	\$45,116
2	\$40,391	\$41,902	\$43,418	\$44,202	\$44,981	\$45,627	\$46,311	\$47,006
3	\$42,223	\$43,739	\$45,254	\$46,033	\$46,816	\$47,462	\$48,174	\$48,897
4	\$44,425	\$45,938	\$47,088	\$47,866	\$48,650	\$49,295	\$50,034	\$50,783
5	\$46,993	\$48,507	\$50,753	\$51,535	\$52,319	\$52,964	\$53,759	\$54,565

6	\$48,459	\$49,976	\$52,590	\$53,371	\$54,152	\$54,798	\$55,622	\$56,455
7	\$49,928	\$51,443	\$54,422	\$55,206	\$55,988	\$56,633	\$57,482	\$58,345
8	\$51,773	\$53,290	\$56,637	\$57,420	\$58,567	\$59,215	\$60,102	\$61,004
9	\$53,973	\$55,487	\$60,305	\$61,087	\$62,237	\$62,883	\$63,827	\$64,783
10	\$57,643	\$59,156	\$63,977	\$64,757	\$65,904	\$66,548	\$67,547	\$68,560
11	\$65,315	\$67,029	\$72,113	\$73,080	\$74,507	\$75,161	\$76,287	\$77,431

\*Effective 9/1/09 teachers who have more than thirty-six (36) credits for their master's degree may utilize the credits in excess of thirty-six (36) in working toward their Master's + 15.

A teacher with twenty (20) years of service in the Falmouth School system who notifies the Committee of his intent to retire under the Massachusetts Retirement System at the end of the school year shall receive twenty dollars (\$20) per day for any unused sick leave in excess of one hundred (100) days, up to a maximum of one thousand dollars (\$1,000).

A teacher with twenty-five (25) years of service in the Falmouth School system shall receive twenty dollars (\$20) per day for any unused sick leave in excess of one hundred (100) days, up to a maximum of twelve hundred and fifty dollars (\$1,250). The number of sick days will be determined on June 1 of the final year of service.

**APPENDIX A**  
**FALMOUTH PUBLIC SCHOOLS**  
**Falmouth, Massachusetts**  
**2011-2012 (2.0%) 1<sup>st</sup> half**

<b>Steps</b>	<b>B</b>	<b>B + 30</b>	<b>M</b>	<b>M + 15</b>	<b>M + 30</b>	<b>M + 45</b>	<b>M + 60</b>	<b>Doc</b>
1	\$39,699	\$41,245	\$42,416	\$43,213	\$44,009	\$44,668	\$45,337	\$46,018
2	\$41,199	\$42,740	\$44,287	\$45,086	\$45,880	\$46,540	\$47,238	\$47,946
3	\$43,067	\$44,614	\$46,159	\$46,954	\$47,752	\$48,411	\$49,137	\$49,875
4	\$45,313	\$46,857	\$48,030	\$48,824	\$49,623	\$50,281	\$51,035	\$51,799
5	\$47,933	\$49,477	\$51,768	\$52,566	\$53,365	\$54,023	\$54,834	\$55,657
6	\$49,428	\$50,975	\$53,642	\$54,438	\$55,235	\$55,894	\$56,734	\$57,584
7	\$50,927	\$52,472	\$55,511	\$56,311	\$57,107	\$57,766	\$58,632	\$59,512
8	\$52,808	\$54,356	\$57,770	\$58,568	\$59,738	\$60,399	\$61,304	\$62,224
9	\$55,052	\$56,596	\$61,512	\$62,308	\$63,482	\$64,141	\$65,103	\$66,079
10	\$58,796	\$60,339	\$65,256	\$66,052	\$67,222	\$67,879	\$68,898	\$69,931
11	\$66,621	\$68,369	\$73,556	\$74,541	\$75,997	\$76,664	\$77,813	\$78,979

\*Effective 9/1/09 teachers who have more than thirty-six (36) credits for their master's degree may utilize the credits in excess of thirty-six (36) in working toward their Master's + 15.

A teacher with twenty (20) years of service in the Falmouth School system who notifies the Committee of his intent to retire under the Massachusetts Retirement System at the end of the school year shall receive twenty dollars (\$20) per day for any unused sick leave in excess of one hundred (100) days, up to a maximum of one thousand dollars (\$1,000).

A teacher with twenty-five (25) years of service in the Falmouth School system shall receive twenty dollars (\$20) per day for any unused sick leave in excess of one hundred (100) days, up to a maximum of twelve hundred and fifty dollars (\$1,250). The number of sick days will be determined on June 1 of the final year of service.

**APPENDIX A**  
**FALMOUTH PUBLIC SCHOOLS**  
**Falmouth, Massachusetts**  
**2011-2012 (2.0%) 2<sup>nd</sup> half**

<b>Steps</b>	<b>B</b>	<b>B + 30</b>	<b>M</b>	<b>M + 15</b>	<b>M + 30</b>	<b>M + 45</b>	<b>M + 60</b>	<b>Doc</b>
1	\$40,493	\$42,070	\$43,264	\$44,077	\$44,890	\$45,562	\$46,244	\$46,939
2	\$42,022	\$43,595	\$45,172	\$45,987	\$46,798	\$47,470	\$48,182	\$48,905
3	\$43,929	\$45,506	\$47,082	\$47,893	\$48,707	\$49,380	\$50,120	\$50,872

4	\$46,219	\$47,794	\$48,991	\$49,800	\$50,615	\$51,286	\$52,055	\$52,834
5	\$48,891	\$50,466	\$52,804	\$53,617	\$54,432	\$55,104	\$55,931	\$56,770
6	\$50,417	\$51,995	\$54,714	\$55,527	\$56,339	\$57,012	\$57,869	\$58,735
7	\$51,945	\$53,522	\$56,621	\$57,437	\$58,249	\$58,921	\$59,804	\$60,702
8	\$53,865	\$55,443	\$58,926	\$59,739	\$60,933	\$61,607	\$62,530	\$63,469
9	\$56,154	\$57,728	\$62,742	\$63,555	\$64,751	\$65,424	\$66,405	\$67,401
10	\$59,972	\$61,546	\$66,561	\$67,373	\$68,566	\$69,236	\$70,276	\$71,330
11	\$67,954	\$69,737	\$75,027	\$76,032	\$77,517	\$78,197	\$79,370	\$80,559

\*Effective 9/1/09 teachers who have more than thirty-six (36) credits for their master’s degree may utilize the credits in excess of thirty-six (36) in working toward their Master’s + 15.

A teacher with twenty (20) years of service in the Falmouth School system who notifies the Committee of his intent to retire under the Massachusetts Retirement System at the end of the school year shall receive twenty dollars (\$20) per day for any unused sick leave in excess of one hundred (100) days, up to a maximum of one thousand dollars (\$1,000).

A teacher with twenty-five (25) years of service in the Falmouth School system shall receive twenty dollars (\$20) per day for any unused sick leave in excess of one hundred (100) days, up to a maximum of twelve hundred and fifty dollars (\$1,250). The number of sick days will be determined on June 1 of the final year of service.

**APPENDIX B  
FALMOUTH PUBLIC SCHOOLS  
Falmouth, Massachusetts  
SCHEDULE OF SALARIES  
INTERSCHOLASTIC ATHLETIC PROGRAM**

GROUP AND POSITION	2009-2010			2010-2011			2011-2012		
	STEP 1	STEP 2	STEP 3	STEP 1	STEP 2	STEP 3	STEP 1	STEP 2	STEP 3
A. Football Head	6,860	7,661	8,456	6,963	7,776	8,583	7,172	8,009	8,840
B. Hockey Head	5,760	6,361	6,956	5,863	6,476	7,083	6,072	6,709	7,340
Basketball Head									
C. Baseball Head	5,360	5,961	6,556	5,463	6,076	6,683	5,672	6,309	6,940
Soccer Head									
Lacrosse Head									
Field Hockey Head									
Softball Head									
Volleyball Head									

D. Winter Track Head	5,060	5,661	6,256	5,163	5,776	6,383	5,372	6,009	6,640
Spring Track Head									
Gymnastics Head									
Cross Country Head									
Football Assistant									
E. Tennis Head	4,860	5,461	6,056	4,963	5,576	6,183	5,172	5,809	6,440
Golf Head									
Hockey Assistant									
Basketball Assistant									
Head Sailing Coach									
F. Baseball Assistant	4,560	5,161	5,756	4,663	5,276	5,883	4,872	5,509	6,140
Lacrosse Assistant									
Soccer Assistant									
Field Hockey Assistant									
Softball Assistant									
Track Assistant									
Cross Country Assistant									
Gymnastics Assistant									
Volleyball Assistant									
G. Lawrence School	3,860	4,461	5,056	*3,963	4,576	5,183	4,172	4,809	5,440
Cheerleading Coach									

NOTES:

1. Substitute Head Football coach to get \$100 additional per year.
2. All positions above are for extra duty without released time unless otherwise indicated. If released time, other than indicated, is granted for these positions, then the extra duty pay shall not apply.
3. In determining proper step placement, coaches shall receive full credit for previous coaching experience within the sport in Falmouth, regardless of the category classification of such experience.

**\*Per agreement with the FEA for 2010-2011 school year Lawrence coaches will receive 70% of this amount**

**FACTORS GOVERNING COACHING STAFF SALARIES**

**LONGEVITY INCENTIVE:** Head coaches for each activity will be eligible for a longevity incentive each year based on continuous service. An approved leave of absence will not count as a break in service in determining longevity, although no service will accumulate during the leave.

5 years	\$100	15 years	\$200
10 years	\$150	20 years	\$250

**ASSISTANT COACHES:** In activities, which have three or more Assistant Coaches, one individual will be designated as "First Assistant" and will receive an additional stipend of \$100.

**DIFFERENTIAL:** Differentials have been set between each category and will remain the same in future years. The differentials are as follows:

<b>BETWEEN:</b>		<b>STEP</b>	<b>STEP</b>	<b>STEP</b>
<b><u>GROUP &amp; GROUP</u></b>		<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>
A	B	1,100	1,300	1,500
B	C	400	400	400
C	D	300	300	300
D	E	200	200	200
E	F	300	300	300
F	G	700	700	700

**APPENDIX B  
FALMOUTH PUBLIC SCHOOLS  
Falmouth, Massachusetts  
SCHEDULE OF SALARIES  
FOR CERTAIN EXTRA-CURRICULAR ACTIVITIES AND INTRAMURAL PROGRAMS**

	2009-2010			2010-2011			2011-2012		
	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP
	1	2	3	1	2	3	1	2	3
<u>Falmouth High School</u>									
I. Band Director	3,606	3,812	4,018	3,660	3,869	4,078	3,770	3,985	4,200
II. Yearbook	3,194	3,297	3,400	3,242	3,346	3,451	3,339	3,446	3,555
All-School Play Director (Musical)									
III. Senior Class Advisor	2,730	2,833	2,936	2,771	2,876	2,980	2,854	2,962	3,069
Junior Class Advisor									
All School Play Director (Non-Musical)									
Assistant Band Director									
IV. Festival Play Director	2,308	2,380	2,452	2,343	2,416	2,489	2,413	2,488	2,564
Student Government									
Art Show									
Math Team Advisor									
Key Club Advisor (2)									
Mock Trial Program									
Science Fair Advisor									
Band-Percussion Winter/Spring									
Band Assistant									

Yearbook Advertising Editor  
 All-School Play Assistant Director

V. Sophomore Class Advisor	1,911	1,937	2,009	1,940	1,966	2,039	1,998	2,025	2,100
Freshman Class Advisor									
Junior State of America									
National Honor Society									
Art Honor Society									
Math Honor Society									
Clipper Log Advisor									
All-School Play Assistant Director									
Cultural Awareness Club Advisor									
Yearbook Photography Advisor									
SADD									
GSA									
Best Buddies									
<u>Lawrence School</u>									
Student Council Advisor									
Math Team Advisor									
Theater Advisor									
Yearbook Advisor									
Newspaper Advisor									
Photography Advisor									

NOTE:

Head advisor for each activity will receive an additional \$50 stipend per period. Stipends for other intramural activities of different time periods and other extracurricular activities will be prorated and based on Group A or B schedules.

**APPENDIX B  
 FALMOUTH PUBLIC SCHOOLS  
 SCHEDULE OF SALARIES  
 FOR CERTAIN EXTRA-CURRICULAR ACTIVITIES AND INTRAMURAL PROGRAMS**

GROUP AND POSITION	2009-2010			2010-2011			2011-2012		
	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP
	1	2	3	1	2	3	1	2	3
VI. Other Falmouth High									
<u>School Club Advisors</u>	479	505	530	486	513	538	501	528	554
French Club									
Portuguese Club									

- Spanish Club
- Latin Club
- Chess Club
- ECO Club
- Tri-M Honor Society
- AFS Club
- Drama Club
- Science Club
- Mountain Bike Club
- Rugby Club
- Psych Outreach Club

VII. Intramurals

Group A.

4 days per week	1,366	1,442	1,597	1,386	1,464	1,621	1,428	1,508	1,670
1 hour per session									
10-week period									

Group B.

3 days per week	979	1,092	1,205	994	1,108	1,223	1,024	1,141	1,260
1 hour per session									
30-week period									

NOTE:

Head advisor for each activity will receive an additional \$50 stipend per period. Stipends for other intramural activities of different time periods and other extracurricular activities will be prorated and based on Group A or B schedules. Prior service in extra-curricular and/or intramural programs will be used in determining step placement for above activities.

**APPENDIX C**  
**FALMOUTH PUBLIC SCHOOLS**  
**SUPPLEMENTARY SALARY SCHEDULE FOR CURRICULUM, PUPIL PERSONNEL**  
**OR SPECIAL SUPPORT POSITIONS**

This appendix lists positions that carry additional duties to coordinate, monitor, and/or supervise (without evaluation responsibility). Unless otherwise limited, the tasks that carry the stipend may require additional time in a school day or beyond the Unit A school year; but this expectation will not be unreasonable in the context of an "hourly" interpretation of the stipend.

Positions that are created on a one-year basis to pilot an idea or to meet a short-term condition will not be listed.

**A. Guidance Counselors**

The listed stipends for counselors are for a 194-day work year and for a workday of 7 1/2 hours.

Based upon Master's Step 11 of pertinent year.

<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
.070	.075	.080

**B. Special Education Teachers**

These supplemental salaries are for the teacher's school year. Additional time, where applicable, shall be in addition to regular salary and prorated to the total annual contract.

A requirement for positions receiving supplemental salary payment and annual increments is that teachers must meet the minimum special licensure requirements of the Massachusetts Department of Education. Teachers who do not meet this requirement may receive only the first increment.

Multi-Age Learning Center, Structured Learning Center, Pervasive Developmental Delay (TIP, TIPP), Integrated Preschool, Kindergarten and First Grade Teachers and Language Based Learning Classrooms (grandfathered for only those employees assigned to and LBLC classroom prior to July 1, 2009) \$500

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
<b>C. Staff Development Coordinator</b>	2009-2010	\$1,778	\$1,860	\$1,883
	2010-2011	\$1,805	\$1,888	\$1,911
	2011-2012	\$1,859	\$1,945	\$1,968
<b>D. Program Area Coordinator, K-12</b>		<b>2009-2010</b>	<b>2010-2011</b>	<b>2011-2012</b>
	1. Psychological Services	\$3,313	\$3,363	\$3,464
	2. Tech Educ/Business/Computers			

3. Music

E. Building Based Coordinators/Leaders		<b>2009-2010</b>	<b>2010-2011</b>	<b>2011-2012</b>
1. Substitute teacher coordinator				
Falmouth High		4,544	4,612	4,750
Lawrence and Morse Pond		1,558	1,581	1,628
2. Task Leader/MP		3,313	3,363	3,464
3. Team Leader/Lawrence	Step 1	2,938	2,982	3,071
	Step 2	3,121	3,168	3,263
	Step 3	3,305	3,355	3,456
4. FHS Frosh Team Leaders	Step 1	2,325	2,360	2,431
	Step 2	2,510	2,548	2,624
	Step 3	2,693	2,733	2,815
5. K-6 Curriculum Leaders		2,649	2,689	2,770

F. K-12 Curriculum Committee Members

The following stipends recognize the additional work created by planning for substitutes on released days and additional time required for consultation, peer assistance, and logistical tasks done before and after school. Stipends will be paid at the end of the school year.

	<b>2009-2010</b>	<b>2010-2011</b>	<b>2011-2012</b>
Curriculum Leadership Team	\$824	\$836	\$861
Health and Safety Committee	\$412	\$418	\$431
Mentors – Level 1	\$824	\$836	\$861
Level 2	\$412	\$418	\$430
Level 3	\$206	\$209	\$215

G. Employees who agree to perform professional work beyond the teacher workday, such as committee work, shall be compensated at the rate of \$30.00 per hour.

A joint Subcommittee shall be convened each May to review the positions in Appendix B and C. Any changes shall be recommended to the Parties. Any agreements to change made by the Parties shall then be reduced to writing in a

Memorandum of Agreement. Then it shall be placed in the Collective Bargaining Agreement at its next printing.

**APPENDIX D**  
**DEFINITION OF EVALUATION PROCEDURES**

### Use of the Evaluation Forms

It is understood that the evaluation form and accompanying processes have three basic purposes in the Falmouth School System:

1. Promotion of teacher growth: Through conferencing and the documentation of strengths and weaknesses, specific suggestions for growth are expected. Incorporated in these suggestions may be participation in particular staff development programs, college courses or other activities.
2. Documentation of teacher performance: By using the statements of local performance standards, the school system will maintain a record of teacher abilities and their compliance with state guidelines. Documentation is designed to provide concrete additional information regarding a teacher's strengths and areas for improvement. The evaluation process is directly tied to seventeen (17) performance standards. The descriptors provide important information about the standards, which teachers should take into consideration (They are enumerated on page \_\_\_ of the contract). Library/Media, Guidance, School Adjustment, and Central Office Special Education personnel may have other specific descriptors, which will be furnished in writing.
3. Determination of performance review status: See Pages 3 and 4 for procedures. This is a process for intensive attention to performance improvement for individual teachers.

### Designation of Evaluator

One evaluator will be designated by the Superintendent or his designee for each teacher. The Employer shall notify all teachers, in writing, who their designated evaluator will be, no later than September 30 each year. At least one observation (blue form) will be done by the building principal for every provisional teacher in each of the provisional years.

Either the teacher or the designated evaluator may request at any point in the process but not later than February 15, the participation of another administrator in the evaluation process to do one or more observations. The Superintendent will not unreasonably withhold requests for a second administrator to observe, but he/she must approve the request and the specific administrator.

In a situation which is disputed because of "Not Met" ratings or negative commentary, either the teacher or the evaluator may request, within ten (10) school days after the evaluation is signed a second, separate evaluation by another administrator. The Superintendent will not unreasonably withhold requests for a second evaluation, but he/she must approve the request and the specific evaluator.

### Frequency and Timing of Evaluation(s)

Provisional teachers will be evaluated a minimum of once a year, to be completed no later than April 15. This evaluation will be supported by at least three Performance Observation Forms, with observations normally completed before November 15, January 15, and March 15 and a mid-year report to be completed before February 15.

Teachers with professional status performing satisfactorily will be evaluated every other year to be completed no later than May 15 of the appropriate year. This evaluation will be supported by at least two Performance Observation Forms, with observations normally completed before January 15 and April 15. A four-year evaluation cycle will consist of a formal evaluation based on the performance standards during year one. In year three, the evaluation will be focused on goals, related to local performance standards and set by the teacher and administrator.

The evaluator may decide, nevertheless, to evaluate a teacher with professional status annually. In such instances, the evaluator should notify the teacher, in writing, no later than January 15 that an off-year evaluation will be formally

completed. However, teachers with professional status who are assigned to substantially different positions will be evaluated during that year.

Administrators will continue to reserve the right to use the formal process more often if necessary in certain situations. Individual teachers will also reserve the right to request to be formally evaluated each year.

In the final year of a teacher's service, after formal notification of retirement has been received, the evaluation process will be suspended and left incomplete.

### Steps in the Evaluation Process

There are four required steps in the evaluation process and one optional follow-up phase:

1. Preconferencing: The evaluator will hold a formally scheduled meeting with the designated teachers, individually or in a group, to review the evaluation process and the performance standards before any observations are begun. Individual pre-conferences with provisional teachers must be completed by October 15. Pre-conferences and/or goal-setting conferences for teachers with professional status must be completed before November 15.
2. Data collecting: The Unit A contracts, in Article XIV, states: "All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher." This language permits information to be used in evaluation, which is collected in a broad range of settings, through scheduled or spontaneous visits to classrooms, through school or department meetings or individual conferences, and through other daily contacts. Unless processed through a direct conference, which is specific about the issues, impressions gained through overhearing interactions in the informal settings of the building and through second-hand information may not be used in evaluation.

Every evaluation must be supported by at least two formal observation experiences, which are recorded on the performance observation form with a copy to the teacher. One observation form may incorporate more than one visit to a classroom on a given day. The observation form reproduces those performance criterion statements, which are rated predominantly on the basis of formal observation. The post observation meeting will take place within five (5) school days next following the observation for teachers with "not met" or needs improvement" ratings. Such meeting shall provide an opportunity for the evaluatee to submit information and explain any special circumstances. The teacher may elect to have an Association representative present at the meeting. The written observation form shall be provided to the teacher within ten (10) school days next following the post observation meeting.

An individual conference is a necessary part of the data collection phase because a number of the performance standards can be rated only after conversation with a teacher and review of documents, which a teacher may bring, or may be asked to bring, to the conference.

Other data may be collected through classroom visits, through written requests for samples or examples of work, or through data collection devices sent to the teacher.

3. Completing the evaluation document and post-conferencing: During the process of completing the evaluation document, the evaluator will have a conference with the teacher. This conference must be scheduled to fit the time demands of both people and to provide a reasonable review of the evaluation findings. The meeting should take place before writing the final document and should specifically cover any performance standards, which the evaluator intends to rate with "Not Met".
4. Signing the evaluation: At the time the evaluator presents the evaluation for signing, all items must be completed and a copy provided for the teacher. The teacher should have a period of at least five (5) working days to review the copy

of the finished document and, if desired, to write a rebuttal, before signing and returning the document. By provision of the contract the teacher is required to sign the document even though that signature "does not necessarily indicate agreement with the content."

5. Optional follow-up processes: A teacher has the option to write a rebuttal to any item ratings and/or any documentary comments by the evaluator. This rebuttal must be attached to the evaluation document before the document is sent to the Superintendent or his designee.

Additionally and separately, a teacher may request further conferencing, first with the principal and the evaluator (if they are not the same person) and then with the principal, the evaluator, and a central office administrator. Out of this conferencing a request for an additional evaluation may be made. This would have to be approved by the Superintendent.

#### Improvements in the Evaluation Process

The Falmouth School System is committed to in-service training and review procedures relative to the evaluation process. Annually, each individual evaluator's documents are reviewed at the central office level for internal consistency. Also, the work of each evaluator will be read in comparison to other evaluators working with teachers from the same certification category. Meetings will be held individually where inconsistencies seem apparent.

The Parties shall establish a Joint Evaluation Study Committee, which shall consist of five (5) members appointed by the Association. The JESC shall begin meeting promptly following the execution of this Agreement to review the existing evaluation process and procedure. Such committee shall make any recommendations for change to the Parties for their consideration by October 15, 2007.

#### Recognition of Special Strengths

When a teacher displays special strength and consistency of performance in a standard, the designated evaluator may credit that by placing a check in the appropriate column.

A maximum of eight such designations may be used in any evaluation. Each must be substantiated by a brief narrative describing the special strength. Such strengths should be noted in the narrative section of the observation form.

#### Performance Review Status for Teachers with Professional Status

1. A teacher will be placed on Performance Review Status when the following apply:
  - a. The teacher has been evaluated using the "full evaluation instrument" prior to placement on performance review.
  - b. Four or more of the performance standards on the pink evaluation form have been given ratings of "Not Met."
  - c. A second person, approved by the Superintendent, has done a second, separate evaluation for the teacher in one of the two years prior to placement. For reduction in force purposes, the Superintendent will decide whether one or both evaluations apply.
2. If the teacher is to be placed on Performance Review Status, the following procedure will begin:
  - a. The evaluator (if not the principal) shall inform the principal, who shall in turn inform the Superintendent and the teacher. After a joint meeting of all the parties, the Superintendent will decide if performance review status will be initiated. This joint meeting shall take place within ten school days of the date on which the teacher signs the written evaluation form. The teacher may request that an FEA representative be present at this meeting.
  - b. The Superintendent shall give written notice to the teacher that the performance review status will apply. This notice must be given within five school days after the joint meeting and, in any case, before the end of the school year.

- c. The teacher on performance review status will be given a detailed prescription within one week after the opening of school in September. This prescription will specify what the teacher must do during the school year, in addition to maintaining performance in other standards, in order to raise the "Not Met" ratings and earn removal from performance review status.
  - d. During a school year in which the teacher is on performance review status, there will be a total of two (2) separate evaluations; at least one of which will be done by a newly designated evaluator; one prior to February 1, the other prior to May 15.
3. A teacher who is on performance review status and who has fulfilled the requirements in the prescription(s) returns to regular evaluation status at the end of the year.
  4. If at the end of that subsequent regular evaluation year, four of the seventeen standards are not met, the teacher will be immediately returned to performance review status.

### **WALK THROUGH EVALUATION**

1. All evaluators shall have training in the principles of supervision and evaluation specific to walk through evaluations and have, or have available to them, expertise in the subject matter and/or areas to be evaluated.
2. Walk through evaluations are subject to the provisions of this Agreement, including this Appendix D.
3. Walk through evaluations shall be defined as brief (up to fifteen minutes), announced or unannounced occasions when the designated evaluator visits the classroom for the purpose of verifying that the teacher continues to meet or exceed the teacher performance standards set forth in this Appendix D.
4. The walk through evaluation process shall be in lieu of the "full evaluation" process in the evaluation cycle. The walk through evaluation process is only available to teachers with professional teacher status, who are not on Performance Review Status and who have agreed, in writing, with their designated evaluator to participate in a walk through evaluation year in lieu of the full evaluation year of the four-year evaluation cycle.
5. The walk through evaluation process shall provide multiple opportunities of brief duration to observe the teacher. The evaluator shall provide feedback following each walk through observation on the jointly created form created for such purpose. When improvement is recommended or the teacher is determined not to have met a standard, the evaluator will state, in writing, specifically what was observed that caused the evaluator to come to such conclusion. In addition, the evaluator will state, in writing, specifically what s/he expects to observe that would indicate that the teacher has met the standard, recommend specific strategies and jointly determine a reasonable time frame to implement the recommendations and to meet the standard (s). Failure to meet the standard (s) following the process outlined herein may result in return to the full evaluation process of the evaluation cycle as provided in this Appendix D.
6. The summative evaluation for the walk through evaluation year shall be completed by May 15.

### **GUIDELINES FOR THE FOCUS EVALUATION PROCESS**

#### **Introduction**

The focus evaluation process is designed as a collaborative process between designated evaluator and teacher for growth around two (2) specified and mutually agreed upon objectives. The normal four-year teacher evaluation cycle is intended

to have one full and one focus type of evaluation with one off year between each type. An essential characteristic of this process is that it is highly individualized in distinction to the more standardized full evaluation process.

These guidelines intend to support a flexible and individualized process that stimulates action research, innovative risk-taking and individual growth. They ask that time and energy is spent on shaping objectives carefully at the start to create a productive experience that is mutually appreciated.

An option is described which provides individual growth opportunity for selected teachers through substituting the use of a focus evaluation process in place of a full evaluation once in every two four-year evaluation cycles. This maintains at least one full evaluation every eight (8) years.

### **Parameters for Relevant Objectives**

Three parameters are central to developing relevant objectives:

1. *Appropriate Level of Challenge:* Objectives should challenge a teacher to attempt new efforts that contribute to teaching effectiveness. Therefore, the designate evaluator and the teacher should define objectives that move beyond routine job expectations. An objective may be developed in an area of a teacher's established expertise if the objective specifically involves sharing that expertise with others.
2. *Related to Standards/Objectives:* The two objectives for individual growth must each have a clear relationship to a standard of effective teaching in the evaluation, or a content and skill standard of the curriculum frameworks, or an objective in school improvement or district tactical plans.
3. *Related to Student Learning:* Every objective in the focus process should have an impact on student learning. For instance, it is not sufficient for an objective to state that a teacher will study a topic or take a course; that study should connect to some impact in curriculum or instruction or responsibility related to the individual's role. An objective may focus on an individual's relationship to a community agency or parent activity as long as there is a clear benefit in the teaching-learning process.

### **Process of Mutually Agreeing on Objectives**

The expectation of the focus process is that the designated evaluator and the teacher both actively participate in the selection and shaping of the two (2) objectives. A collegial effort to set the focus, the scope, and the wording of the objectives is important to avoid vagueness that results later in misunderstandings. An objective-setting process that achieves the qualities of SMARTness improves the likelihood of a mutually satisfying evaluation:

1. **S-SPECIFIC:** Objectives should use precise action verbs, should spell out steps, and should define activities elements, or products. Avoid the tendency to be overly ambitious and overly generalized.
2. **M-MEASURABLE:** Objectives should have outcomes or products that are stated in terms and with criteria that give the designated evaluator and the teacher the same basis for assessment.
3. **A-ATTAINABLE:** The expected timeframe for completion of focus objectives is quite short, generally six or seven (6 or 7) months. The scope should be realistic for the time available. Since the focus process involves two (2) objectives, the scope of each will have to be modest to be attainable within the timeframes of the process.
4. **R-RELEVANT:** This quality is met through meeting the three parameters described above.
5. **T-TRACKABLE:** This quality requires defined interim benchmarks and checkpoints along a timeline.

### **Deadlines for the Process**

**September 30:**

**Teacher notified of designated evaluator**

**November 1:**

**Objectives mutually set**

<b>February 1:</b>	<b>First progress conference held</b>
<b>May 1:</b>	<b>Second progress conference held</b>
<b>June 15:</b>	<b>Evaluation narrative (green) completed and submitted to Central Office</b>

**Eligibility for Selected Teachers to Use in Lieu of a Full Evaluation**

Teachers are eligible that have achieved professional status and whose last full evaluation had no unmet standards.

**Limits on the Option**

A teacher exercising this option must go through the full evaluation process as one of the four evaluation points that occur in two four-year evaluation cycles. If the designated evaluator feels there are significant changes in job conditions or significant issues in the performance of the teacher that warrant a full evaluation, he/she may veto the opportunity to exercise the option.

No teacher is required to exercise the option. At teacher selecting the focus evaluation option in lieu of a full evaluation must be prepared in the eventuality of RIF action, to accept the average of the prior two full evaluation scores in place of the missed full evaluation.

**Procedures for the Option**

If the focus evaluation option will be exercised, the normal procedures will apply, including joint setting of clear and specific objectives, agreement on appropriate products, and conferencing during the process, and written reflection.

**Resolution of Disagreements**

Any disagreements in regard to the eligibility of a teacher or the appropriateness of exercising the option in the eyes of the designated evaluator will be referred to the Superintendent who will use his/her discretion to resolve the issue. The Superintendent's decision is final in terms of the form of the evaluation to be used.

**TEACHER PERFORMANCE STANDARDS**

**I. CURRENCY IN THE CURRICULUM**

*STANDARD 1: The teacher is up to date regarding curriculum content.*

Examples of Descriptors for Measurement of Standard 1:

1. Demonstrates a strong knowledge of the core curriculum of the teacher's assignment.
2. Frames curriculum around essential questions in the discipline that provide opportunities for reasoning, logic, analysis and synthesis when planning units, lessons and assessments.
3. Keeps current in the field and applies knowledge to the instructional program.
4. Contributes to the ongoing evaluation of the curriculum.

**II. EFFECTIVE PLANNING AND ASSESSMENT OF CURRICULUM AND INSTRUCTION**

*STANDARD 2: The teacher plans instruction effectively.*

Examples of Descriptors for Measurement of Standard 2:

1. Uses approved Falmouth curriculum guides as a basis for planning.

2. Sets short and long-term goals for curricular units.
3. Identifies individual and group needs and plan appropriate strategies to meet those needs.
4. Uses a variety of materials and resources, including technologies, which appropriately match curricular goals and student needs and learning styles.
5. Frames curriculum around students' own prior knowledge and experience and identifies prerequisite skills, concepts and vocabulary that are important for students to know in order to be successful at a task.
6. Seeks out and collaborates with appropriate school personnel to improve delivery of instruction to meet the special learning needs of all students.
7. Plans engaging ways to introduce each unit of study.
8. Plans frequent instructional opportunities where students are interacting with ideas, materials, teachers and one another.
9. Designs curriculum experiences in which students take increasing responsibility for their own learning.
10. Focuses on teaching the skills of reading, writing, listening, speaking and the use of appropriate learning tools, including up-to-date technologies.
11. Plans activities which require students to use a variety of receptive, processing and expressive modes; e.g. listening, observing, comparing, analyzing, synthesizing, problem solving, creating, writing, and speaking.

*STANDARD 3: The teacher plans assessment of student learning effectively.*

Examples of Descriptors for Measurement of Standard 3:

1. Determines specific and challenging standards for student learning.
2. Develops and uses a variety of formal and informal assessments which reflect students' learning processes as well as their learning achievement.

*STANDARD 4: The teacher monitors students' understanding of the curriculum effectively and adjusts instruction, materials, or assessments when appropriate.*

Examples of Descriptors for Measurement of Standard 4:

1. Regularly uses a variety of formal and informal assessments of students' achievement and progress for instructional revisions and decision-making.
2. Implements evaluation procedures which appropriately assess the objectives taught.
3. Communicates student progress to students, parents and school personnel in a timely fashion using a variety of information, both written and verbal.
4. Prepares and maintains accurate and efficient records of the quality and quantity of student work.
5. Uses individual and group data appropriately; maintains confidentiality concerning individual student data

and achievement.

### III. EFFECTIVE MANAGEMENT OF CLASSROOM ENVIRONMENT

*STANDARD 5: The teacher creates an environment that is positive for student learning and involvement.*

Examples of Descriptors for Measurement of Standard 5:

1. Implements instructional opportunities in which students are interacting with ideas, materials, teachers and one another.
2. Implements curriculum experiences in which students take increasing responsibility for their own learning.
3. Demonstrates openness to student challenges about information and ideas and structures opportunities for discussion and debate, which honor divergent opinions.
4. Regulates learning atmosphere in accordance with activities.
5. Establishes classroom procedures that maintain a high level of students' time-on-task and that ensure smooth transitions from one activity to another.

*STANDARD 6: The teacher maintains appropriate standards of behavior, mutual respect and safety.*

Examples of Descriptors for Measurement of Standard 6:

1. Maintains systematic approach to discipline by establishing, posting and administering a consistent and fair set of classroom rules supporting expectations as stated in the student handbook.
2. Manages routines effectively.
3. Maintains professional boundaries with students.
4. Serves as a positive role model for students by using correct speech, demonstrating respectful and courteous behavior and dressing appropriately.

### IV. EFFECTIVE INSTRUCTION

*STANDARD 7: The teacher makes learning goals clear to students.*

Examples of Descriptors for Measurement of Standard 7:

1. Makes connections between concepts taught and students' prior knowledge and experiences.
2. Communicates clearly, using precise language, in writing and speaking.
3. Regularly checks for students' understanding of content, concepts and progress on skills, using a variety of tests and measurements.
4. Remediate, reteaches or extends teaching to help students reach their maximum potential.
5. Points out practical, current and lifelong applications of learning.

*STANDARD 8: The teacher uses appropriate instructional techniques.*

Examples of Descriptors for Measurement of Standard 8:

1. Uses a variety of teaching strategies, including lecture, discussions and inquiry, practice and application,

cooperative and individual processes, peer and/or project-based learning and up-to-date technological presentations.

2. Provides options for students to demonstrate competency and mastery of new material, including written work, plays, art work, oratory, visual presentations, exhibitions and portfolios.
3. Uses a variety of appropriate materials, ranging from textbooks to technological applications, in order to reinforce and extend skills, accommodate learning styles and match learning objectives.
4. Causes students to become active in summarizing important learnings and integrating them with prior knowledge.
5. Demonstrates working knowledge of current research on optimum means for learning a particular discipline.
6. Develops homework loads and provide evaluation of them in accordance with school or department policy.

*STANDARD 9: The teacher uses appropriate questioning techniques.*

Examples of Descriptors for Measurement of Standard 9:

1. Uses a variety of questioning techniques, including those which encourage and guide critical and independent thinking and the development of ideas.
2. Stimulates the development of multiple points of view; encourages students to assess the accuracy of information presented.

*STANDARD 10: The teacher evaluates, tries innovative approaches, and refines instructional strategies, including the effective use of technologies, to increase student learning and confidence to learn.*

Examples of Descriptors for Measurement of Standard 10:

1. Regularly tries innovative approaches to improve instructional practices.
2. Assesses instructional strategies by comparing intended and actual learning results.
3. Collaborates with consults with and compares techniques and results with, other teachers.

## V. PROMOTION OF HIGH STANDARDS AND EXPECTATIONS FOR STUDENT ACHIEVEMENT

*STANDARD 11: The teacher communicates learning goals and high standards and expectations to students.*

Examples of Descriptors for Measurement of Standard 11:

1. Regularly communicates objectives or learning outcomes (i.e. skills, knowledge and competencies to be acquired) to students.
2. Regularly informs students concerning their progress.
3. Communicates high standards, high expectations and clear guidelines regarding quality and quantity of students' work, work procedures and interpersonal behavior to students and parents.
4. Responds to students' answers and work so as to keep students open-minded, thinking, willing to take risks and to persevere with challenging tasks.
5. Model the skills, attitudes, values and processes central to the subject being taught.

*STANDARD 12: The teacher promotes confidence and perseverance in the student that stimulate increased personal student responsibility for achieving the goals of the curriculum.*

Examples of Descriptors for Measurement of Standard 12:

1. Nurtures in students the belief that effort is a key to high achievement and both acknowledges and values student effort.
2. Uses prompt feedback on student work with individualized comments and suggestions for improvement in order to increase student motivation and ownership of learning.
3. Nurtures students' eagerness to do challenging work and provides stimulus and support for students to take responsibility to complete such tasks successfully.
4. Acts on the belief that all students can reach their maximum potential in learning a challenging core curriculum with appropriate modifications of instruction.
5. Identifies students who are not meeting expectations and develop a plan that designates the teacher's and the student's responsibilities regarding learning.
6. Demonstrates attitudes of fairness, courtesy and respect that encourage students' active participation and commitment to learning.
7. Builds positive relationships with students and parents to enhance students' abilities to learn effectively.
8. Recognizes and responds appropriately when an individual student is having social and/or emotional difficulties which interfere with learning and participation in class.

## VI. FULFILLMENT OF PROFESSIONAL RESPONSIBILITIES

*STANDARD 13: The teacher is constructive and cooperative in interactions with parents and community, and receptive to their contributions.*

Examples of Descriptors for Measurement of Standard 13:

1. Keeps parents informed of student's progress in a consistent, organized manner; works with parents in appropriate ways to improve student performance; responds to parent inquiries in a timely manner.
2. Maintains professional role with parents.
3. Makes use of community resources (individuals, partnerships, places, events).

*STANDARD 14: The teacher shares responsibility for accomplishing the goals and priorities of his/her grade/team/department, building and school district.*

Examples of Descriptors for Measurement of Standard 14:

1. Maintains professional role with colleagues.
2. Works constructively with colleagues in defining school needs, developing responses and applying school procedures.
3. Works collaboratively in respecting and sharing areas of expertise and in planning and implementing curriculum

and instructional expectations.

4. Accepts responsibility for sponsoring and attending school activities.

*STANDARD 15: The teacher is a reflective and continuous learner.*

Examples of Descriptors for Measurement of Standard 15:

1. Actively reflects on the learning process, both individually and in groups, and changes practices accordingly.
2. Participates actively in professional goal setting.
3. Uses available professional development resources to expand and refine teaching knowledge and skills.
4. Seeks and offers constructive criticism and shows growth in response.

## VII. PROMOTION OF EQUITY AND APPRECIATION OF DIVERSITY

*STANDARD 16: The teacher strives to ensure equitable opportunities for student learning.*

Examples of Descriptors for Measurement of Standard 16:

1. Provides opportunities to include all students in the full range of academic and extra-curricular programs.
2. Is fair, consistent, and caring in dealing with students.
3. Monitors student progress, documents success in relation to performance and achievement and makes appropriate modifications to provide equity as guided by applicable law and regulations.

*STANDARD 17: The teacher demonstrates appreciation for and sensitivity to the diversity among individuals.*

Examples of Descriptors for Measurement of Standard 17:

1. Recognizes individual abilities, talents and experiences and provides, to the extent practicable, a diversity of educational and organizational classroom strategies to maximize each student's potential to learn.
2. Responds to student academic needs in ways appropriate to their cognitive, social and emotional development.
3. Respects differences in race, color, national origin, gender, sexual orientation, handicap and religion.
4. Initiates activities when necessary to overcome stereotyping or bias.

## **APPENDIX E**

### **JOB SHARING**

The Falmouth School District is willing to consider the structuring of job-sharing of self-contained classrooms by two teachers if such job-sharing is determined under the following guidelines and procedures. Normally, job-sharing relationships will only be considered on a full-year basis. In general, the school district prefers the consistency and continuity provided by one teacher full time.

#### *Determination of Need: Starting and Ending a Shared Job; Duration*

The determination of appropriate need of two teachers to share a group of students will be made by the principal in consultation with the superintendent of schools. In general, that need must be based upon significant family demands such as the care of young children or a spouse or parents with medical difficulties.

Ordinarily, job-sharing relationships will be established before the start of the school year, even if they are to begin at a later point. In most cases, with leaves starting after December, the remainder of the year will be completed on a long-term substitute basis, either full-time or part-time. No job sharing relationship can exist if the faculty member moving to part-time status is collecting sick leave pay for the balance of his/her time.

The principal will review the level of need annually. If a successful job-sharing relationship has been established, the principal may allow the continuation even if the original need no longer exists. However, if there are any issues with the effectiveness of the job-sharing, the principal may declare that the position requires a full-time jobholder.

The teacher who initiates the job-sharing may declare at any time that he or she wishes that relationship to end at the close of that immediate school year. Any determination to end a job-sharing before the end of a school year can be made only by the principal in consultation with superintendent.

In such a decision, the individual who held the position and initiated the job-sharing will have the rights to the full-time position. If that determination cannot be made and if the two teachers have professional status in the Falmouth Public Schools, the teacher with the greater seniority will have the option for a full-time job and the teacher with the lesser seniority will be treated as a teacher on leave with rights determined in the contract for return from leave.

#### *Job Sharing Leave*

The District will grant one year of leave in the first year of the job-sharing experience in order to protect the right of teachers to return to full time status if the arrangement is not optimal. However, in any subsequent year of job-sharing, with the same partner or a different partner, an individual must decide to accept an unpaid leave of absence for the portion of time that is not being worked. Such job-sharing leave greater than one semester will count as one full year and, if less than one semester, the job-sharing leave will not count toward the one-year limitation. Furthermore, the one-year of job sharing leave, when taken as part of childrearing or maternity, will count as part of the maximum of two years allowed in relationship to each birth/adoption.

#### *Determination of Job Sharing Partners*

A close, cooperative, and collegial working relationship between the two people sharing a group of students is of critical importance. The final decision on the appropriateness of the partnership of two people for a job-sharing situation will rest with the principal.

### Determining Time Structures for Job-sharing

The principal of the school will work with the sharing teachers to establish the time structure, which is most appropriate for the needs of the students and teachers. In no case can the allotted time for two people amount to more than a 100% position. Common planning, while absolutely necessary to such a relationship, cannot be added as paid time for the individuals, beyond the full-time equivalent of one position.

One basic division of time dictates that each of the two individuals will be in the classroom each day and will divide each day consistently through the week. The district preference is to avoid a variation in the division of each day. This time division allows a range of sharing from a fifty/fifty split to an eighty/twenty split of time. In this arrangement each teacher takes predominant responsibility for an established set of subject materials throughout the course of the year.

The second primary method of organizing time is by whole days with one teacher usually carrying three or four days a week and the other one or two days week. Such an arrangement allows either a sixty/forty or an eighty/twenty division of time. That division must be balanced across the year as approved by the principal to cover weeks shortened by vacation. In this arrangement, it is understood that one teacher, the one with the majority of time, must take predominant responsibility for planning the overall structure of the curriculum in order to achieve the expected outcomes for students. The teacher with the minority of time will carry out daily planning and development of lessons and assignments, and each teacher will correct the assignments that he or she has developed. Normally division of the week by whole days will keep each teacher's days as contiguous as possible.

Both teachers in a job-sharing arrangement will be expected to attend faculty meetings and staff development days as part of their normal responsibilities. The principal may exercise discretion in this requirement.

Relative to Meet Your Teacher Nights and other evening responsibilities, both teachers will be expected to be present at the school. The principal may use discretion in such assignments.

In the fulfillment of such responsibilities as the completion of report cards, parent conferencing or Sped assessment reports; the two teachers will work with the principal to develop equitable responsibilities.

Teachers involved in job-sharing arrangements must understand that additional parent meetings and contact may be necessary to explain such arrangements.

### Compensation

Each teacher will receive the appropriate compensation and benefits as established in the contract for that prorated portion of the full time job which he or she carries, with the exception that only one person may receive health benefits in the case of a fifty/fifty split of time.

## **APPENDIX F**

Mentoring provision to be assigned to a Joint Committee consisting of 5/5. Goal is to report by December 1, 2010.