Falmouth Public Schools
School Committee Agenda
August 21, 2019
SEA Education
171 Woods Hole Road, Woods Hole MA
12:00 PM – 4:00 PM

RETREAT
Lori Duerr, Superintendent of Schools
School Committee Members: Bill Rider, Chair, Kelly Welch, Vice-Chair, Melissa Keefe, Secretary, Terri Medeiros
John Furnari, Andrea Thorrold, Meghan Fleck, Natalie Karvelopoulos and Lisa E. Hart

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<tr>
<td>12:00 PM</td>
<td>OPEN MEETING</td>
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<tr>
<td>12:05 PM</td>
<td>REVISE and ACT on Core Values</td>
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<td>12:55 PM</td>
<td>DISCUSS Community Survey</td>
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<td>1:45 PM</td>
<td>DEVELOP Process and Timeline for Revision of Mission/Vision</td>
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<td>2:15 PM</td>
<td>DEVELOP and ACT on 2019-2020 School Committee Goals</td>
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<td>3:00 PM</td>
<td>REVIEW Superintendent’s Goals and Evaluation</td>
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<td>Routine Business:</td>
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<td>3:30 PM</td>
<td>ACT on Policy LBC Relations with Private School</td>
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<td>3:40 PM</td>
<td>ACT on Food Service Workers MOU</td>
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<td>3:50 PM</td>
<td>ACT on SEIU Local 888 MOU (Secretaries)</td>
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RELATIONS WITH PRIVATE SCHOOLS

In accordance with state law, the School Committee will approve a private school when it is satisfied that the school equals that of the Town’s public schools in thoroughness, efficiency, and progress made.

All of the following steps are required for approval of a private school:

1. The school submits a letter of application to the Superintendent of Schools.
2. The school completes all items on the "Checklist for Approval of a Private School" and submits required documentation.
3. The Superintendent or designee reviews the submitted materials.
4. The Superintendent or designee visits the school.
5. The school makes a presentation to the School Committee.
6. The Superintendent makes a recommendation to the School Committee.
7. The school is notified of the School Committee's decision.

The School Committee will act reasonably and in good faith to carry out its statutory approval function.

If substantial changes are made in the private school’s program, the school must seek renewed approval.

The School Committee recognizes that many worthwhile contributions are made to this community by parochial and other private schools. Therefore, it will cooperate with these schools in matters of mutual benefit when law does not expressly prohibit this cooperation.

Legal Ref: MGL 40:4E; 71:48; 71:71D; 71B:4; 74:4 through 74:7A; 76:1
Criteria for Approval of a Private School by the Falmouth School Committee
for File LBC: Relations with Nonpublic Schools

CHECKLIST*

_____ Criterion 1: Population to Be Served

The private school shall submit to the Superintendent Office the following documentation to support this criterion:

___ Admissions criteria
___ School's enrollment summary

_____ Criterion 2: Physical Plant/Safety

The private school shall submit to the Superintendent Office the following documentation to support this criterion:

A. The school must furnish copies of current certificates for the following areas:

___ Certificate of Occupancy
___ Fire inspection
___ Safety inspection
___ Elevator inspection, if applicable
___ Compliance with lead paint poisoning prevention (for children under 6 years old)
___ Compliance with other applicable federal and state health and safety standards (e.g., PCB, asbestos inspections, handicap accessibility)
___ Copies of valid safety and health inspection certificates

B. The school must provide a written statement regarding the means by which the site, plant, and equipment adequately support the program and are operated to ensure the safety and health of the students.

*This checklist is adapted from the Massachusetts Department of Elementary and Secondary Education’s Advisory on Approval of Massachusetts Private Schools available at http://www.doe.mass.edu/lawsregs/advisory/100207privateSchool.html
Criterion 3: Curriculum

The private school shall submit to the Superintendent Office the following documentation to support this criterion:

The school must provide a written statement explaining how the curriculum offered is "equivalent" to that offered in the Falmouth Public Schools generally and, specifically, in terms of the following instructional areas:

- mathematics
- science and technology
- history and social science
- English
- world languages
- the arts
- physical education

Criterion 4: Educational Materials

The private school shall submit to the Superintendent Office the following documentation to support this criterion:

The school must provide a written statement explaining how textbooks and individual instructional materials, including the use of technology, are adequate.

Criterion 5: School Staff

The private school shall submit to the Superintendent Office the following documentation to support this criterion:

The school must provide a written statement explaining how the instruction provided is "thorough and efficient" based on:

- teacher qualifications
- adequate student/teacher ratio
- regular evaluation of staff
- the school principal reviews criminal offender record information (CORI) of current and prospective employees and volunteers, as required by law

Criterion 6: Administration

The private school shall submit to the Superintendent Office the following documentation to support this criterion:

The school must provide a written statement explaining how the school has a clearly defined organization that facilitates its objectives.
Criterion 7: Records

The private school shall submit to the Superintendent Office the following documentation to support this criterion:

The school must provide a written statement explaining how it:

A. maintains an adequate system of student records (e.g., attendance, health, discipline, progress reports).

B. ensures records are kept in a secure and organized manner that is consistent with federal and state student record laws to the extent applicable.

C. maintains and timely provides transcripts in response to requests of students and former students in accordance with G.L. c. 71, § 34A.

D. is prepared efficiently to transfer transcripts of all students and former students to the Massachusetts Department of Elementary and Secondary Education and/or other schools should it cease operation, in accordance with G.L. c. 71, § 34G.

Criterion 8: Student Services

The private school shall submit to the Superintendent Office the following documentation to support this criterion:

The school must provide a written statement explaining how the school provides adequate pupil personnel services for all students (e.g., health care procedures, guidance and counseling programs, discipline policy).

Criterion 9: Financial Support

The private school shall submit to the Superintendent Office the following documentation to support this criterion:

The school must provide a written statement explaining or documentation highlighting how it:

A. provides evidence of financial solvency and resources to sustain the educational program.

B. presents documentation of its legal status, which may include copies of the articles of incorporation and the certification of tax exempt status.

Criterion 10: Student Learning Time

The private school shall submit to the Superintendent Office the following documentation to support this criterion:

The school must provide a written statement explaining how the school provides adequate student learning time (length of school year and school day) and hours of instruction in each subject.

Criterion 11: Student Performance Assessment

The private school shall submit to the Superintendent Office the following documentation to support this criterion:
The school must provide a written statement explaining how the school periodically evaluates students' skills, competencies, and knowledge and documents their progress.
MEMORANDUM OF AGREEMENT
BETWEEN
THE SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 888, FALMOUTH FOOD SERVICE CHAPTER
AND
THE FALMOUTH SCHOOL COMMITTEE

Whereas, the Falmouth School Committee ("Committee") and the SEIU, Local 888 Falmouth Food Service Workers Chapter ("Union"), (jointly the "Parties") have negotiated contract changes for FY 2020-21, and

Whereas, the Committee and the Union agree that the contract covering July 1, 2019 through June 30, 2021 shall consist of the provisions of the July 1, 2018 – June 30, 2019 agreement with the following modifications and shall be effective July 1, 2018 unless otherwise stated.

ARTICLE XXI – WAGES

7/1/15—1.5%

7/1/16—1.5% plus an additional $.25 added to the 10 year and 20 year steps

7/1/17—2%

SALARY SCHEDULE - See Appendix A

In the event of assignment of additional duties or to a new job not covered by previous evaluation, an employee may apply to have a job classification reevaluation.

Each employee will be granted a uniform allowance of $125. The uniform specifications will be set by the Food Service Director.

In lieu of receiving cost of living adjustment during this two-year turn-around period, the Parties agree that returning employees will receive a $125 stipend payable in December of 2019 and December of 2020.

Employees shall receive additional stipends, payable in the last pay period of each school year, if the school lunch program achieves specific financial goals as of May 30th of each year. In computing profitability, outstanding meal bills from prior school years, capital expenses and equipment repair shall not be counted.
Within +/- 10% of profitability.
   Full time employees - $250 stipend
   Part-time employees - $125 Stipend

More than 10% above profitability
   Full-time employees - $500 Stipend
   Part-time employees - $250 Stipend

The Committee shall not outsource cafeteria worker jobs during the term of this agreement so long as the Food Service Program becomes profitable or has reduced its operating deficit over the previous year as measured on May 30 of each year.

ARTICLE XXVIII – DUES AND AGENCY SERVICE FEES

Deduction and Dues: The Committee agrees to deduct monthly from earned wages and remit to the Union for the duration of this Agreement, Union membership dues fixed in accordance with the constitution of the Union of those employees covered by this Agreement, who individually request in writing the Committee to do so. Provided such request is revocable by the employee after one year of termination of the Agreement, whichever is earlier.

As a condition of continued employment, while this contract shall be in effect, every employee covered by the contract, if and when not a member in good standing of the Union, shall pay, or by payroll deductions, shall have paid to the Union, an agency service fee which shall be equal to the regular membership fee all in accordance with the provisions of Chapter 150E, Section 12 of the Massachusetts General Laws Annotated.

Information: The Union shall furnish the Committee with a certified list of employees who are members in good standing as of the date of this Agreement and shall thereafter furnish the Committee the names of any other employees who become members of the Union. The Committee agrees to provide the Union with a list of employees hired, terminated and reclassified whenever a change occurs.

ARTICLE XXX – DURATION AND EFFECTIVE DATE OF AGREEMENT

This Agreement shall be effective as of July 1, 2019 and shall continue in full force and effect until and including June 30, 2021.

The contract will continue from day to day thereafter until a new agreement shall be negotiated and executed by the parties hereto.

On or before April 30, 2021 the Union shall notify the Committee in writing of its intention to commence bargaining on wages and other matters of mutual consent to take effect on July 1, 2021.
FALMOUTH SCHOOL COMMITTEE
AND
SEIU LOCAL 888
(Secretaries Chapter)

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is entered into by and between the Falmouth School Committee (hereinafter, the “Committee”) and the SEIU Local 888 Secretaries Chapter (hereinafter, the “Union”).

WHEREAS, the Committee and the Union entered into a collective bargaining agreement for the period July 1, 2016 through and including June 30, 2019; and

WHEREAS, the duly-authorized representatives of the Committee and the duly authorized representatives of the Union have met, pursuant to Massachusetts General Laws, Chapter 150E, to negotiate a successor agreement; and

WHEREAS, said representatives of the Committee and the Union have, subject to ratification by the membership of the Committee and the Union, agreed to a successor agreement for the period of July 1, 2019 through and including June 30, 2021;

NOW, THEREFORE, in consideration of mutual promises and covenants, the parties hereto agree as follows:

1. Prior Agreement

The Collective Bargaining Agreement in effect for the period of July 1, 2016 through and including June 30, 2019 shall be in full force and effect for the period July 1, 2019 through and including June 30, 2021, except as modified by this MEMORANDUM OF UNDERSTANDING.

2. Duration:

Two Years

Amend the first paragraph of Article XXVII to read as follows:

Term of Agreement
This Agreement shall remain in full force and effect from July 1, 2019 to June 30, 2021 and terms contained herein shall become effective on July 1, 2019 unless otherwise specified in the Agreement. Should a successor agreement not be executed by June 30, 2021, this agreement shall remain in full force and effect until a successor agreement is executed.

Amend Article 1 – Articles of Agreement

Change July 2016 to July 2019
3. **Article X – Working Hours**

Amend Work Year Section to read as follows:

K-4 Principals’ Secretaries shall have their work year increased from 204-214 days.

In Fiscal Year 20 they shall work an additional 5 days (209 in total) at the end of the school year.

In Fiscal Year 21 they shall begin working 214 days in total.

4. The Accounts Payable and Out of District/Sped Secretary shall be removed from the bargaining unit. An additional Falmouth High School Secretary shall be added to the bargaining unit.

5. **Article XXIII - Wages**

Increase the salary schedule as follows:

- Fiscal Year 20 – 1.5%
- Fiscal Year 21 – 2.0%

*All employees shall have their wages spread out over a 12 month period*

6. **Article XIII - Personal leave**

Amend to read as follows:

Up to three (3) non-accumulating days of personal leave may be granted each year. Such days will not be deducted from sick leave. These days are for the transaction of business that cannot be done after school hours and can be used for religious, legal, household, family and other personal matters.

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.*

Unused personal days, at the end of a year, will be converted to accumulated sick leave days.
7. **Article XXVI - Sick Leave Retirement Provision**

Amend to read as follows:

An employee who retires after 20 years or more of service in Falmouth and is approved to receive benefits from the Town Retirement Board will be entitled to a one-time retirement allowance. Employees will be credited $35.00 per unused sick leave day to a maximum of 175 days for a maximum allowance of $6,125.00.

An employee who retires after ten years or more of service under the above conditions shall be credited with $15.00 per unused sick leave day to a maximum of 100 days for a maximum allowance of $1,500.

The allowance will be paid in a lump sum upon retirement.

8. **New Article - Orientation**

When the Employer hires new employees who are members of the bargaining unit one-half hour shall be allotted to the Union to meet with such employees. The Employer shall notify the Union Stewards upon the hiring of a new employee.

9. **Article XXI – Longevity Pay**

Amend as follows:

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10. Air Conditioning shall be addressed at the school level for office spaces as needed.
This Memorandum is subject to ratification by the parties. The parties agree to use their best efforts to obtain ratification by their respective bodies.

SIGNED this day of June, 2019.

FALMOUTH SCHOOL COMMITTEE

SEIU Local 888

[Signatures]

[Signatures]