

Agreement Between

**The Falmouth
School Committee**

and

**The Falmouth Educators’
Association Unit C
Teaching Assistants**

2019 - 2022



Falmouth Educators' Association

Unit C

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ARTICLE I: General

Recognizing that the prime purpose of the Falmouth Public Schools is to provide education of the highest quality for the children of Falmouth, we 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 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 Falmouth Public Schools in accordance with the decisions of the Committee.
3. The teaching assistant staff of the Falmouth Public Schools shares with the Committee, the Superintendent, the principals, and the teachers responsibility for providing for students of the Falmouth Public Schools education of the highest possible quality consistent with the policies of the Committee.
4. Fulfillment of these respective responsibilities can be facilitated by free exchanges of views and information among the Committee, the Superintendent, the principals, the teachers, and the teaching assistants.
5. The Association recognizes that the basic duty of each teaching assistant is to use their abilities in the most effective and proper manner to improve the quality of education offered by the Falmouth Public Schools.

ARTICLE II: 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 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 thereunder, the Committee recognizes the Association as the exclusive representative of all paraprofessionals referred to as teaching assistants employed by the Falmouth School Committee, as such employees are municipal employees as defined in Massachusetts General Laws (MGL) Chapter 150 Section 178G. Teaching assistants hired after February 10, 2000 to fulfill the requirements of an Individualized Education Program (IEP) or pursuant to a grant shall not be covered by the terms of the Agreement.

ARTICLE IV: Association and Teaching Assistant Rights

- A. The Committee shall continue its present practice of not directly or indirectly discouraging, depriving, or coercing any teaching assistant in the enjoyment of any rights conferred by the Act or other Acts of the Commonwealth of Massachusetts or by the constitution of the Commonwealth of Massachusetts and the United States and of not discriminating against any teaching assistant with respect to hours, salaries, terms, or conditions of employment, by reason of their membership in the Association, the teaching assistant's participation in any activities of the Association or collective negotiations with the Committee, or their institution of any grievance, complaint, or proceedings 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 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. The Association shall be able to post official notices on the bulletin board provided in the faculty lounge. Copies of such notices will be given to the building principal, but the principal's advance approval will not be required. If a member of the administration objects to a particular notice, the matter will be taken up with the Association. The Association shall have the use of system mail services, which may exist, and the professional staff mailboxes.

- D. 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.
- E. The 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, gender identification, sexual orientation, disability, or national origin, as provided by law.
- F. Any preventative medical treatment financed by the Committee for the students shall be provided for the teaching assistants.
- G. Duly authorized representatives of the Association and their 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. The teaching assistants may use school facilities and equipment for Association business.
- H. The Association shall have between thirty (30) and sixty (60) minutes of access to address all bargaining unit members at both Convocation and New Educator Orientation. Notification of any change of employment status of bargaining unit members will be provided within the ten (10) school days to the FEA Membership Chair. In addition, the Office of Human Resources will provide a list of current Bargaining Unit members to the FEA Membership Chair at the beginning and end of each school year.

ARTICLE V: 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, file a grievance in writing with their immediate supervisor and the principal within fifteen (15) school days of the occurrence on which the grievance is based or within fifteen (15) school days of the date on which the grievant has knowledge or reasonably should have had knowledge of the occurrence. The grievant, with or without a representative of the Association, will discuss this grievance with their immediate supervisor and principal. Any meeting with references 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 the presentation of the grievance to the immediate supervisor and the 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 receipt of this written grievance, the Superintendent of Schools or designee shall meet with the grievant, and the Association President or 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 Association 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 the 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 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 employees, or one of which is of a general nature, may start 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. In addition, five (5) business days will be added to each limitation. By mutual agreement between the parties, the specified time limits can be lengthened or shortened on each step.

ARTICLE VI: Working Conditions

A. The work year of teaching assistants (other than new personnel who may be required to attend additional orientation or training sessions) will in no event (unless necessary to complete minimum number of school days required by the State) be longer than two (2) days more than the number of days when students are required to be in attendance with the calendar established by joint agreement between the School Committee and the Falmouth Educators' Association.

By special agreement between the principal and the teaching assistant, the teaching assistant may work additional time before/after the employee's normal work day, during unpaid vacations, as well as prior to or following the regular school year. This shall be compensated for at the individual's regular salary rate.

B. A full-time teaching assistant is one who works thirty-two and one half (32 1/2) hours or more per week. A part-time assistant is one who works less than thirty-two and one half (32 1/2) hours per week. A full-time teaching assistant may be required to work up to thirty-five (35) hours per week provided the teaching assistant is notified of that schedule by the close of the previous school year. In the case of new positions or vacancies, the number of required hours will be included in the posting.

C. A full-time teaching assistant's workday shall include a paid daily thirty (30) minute lunch period. In addition, there shall be one thirty (30) minute block per day for the teaching assistant's preparation/planning. While the preparation/planning period shall typically be self-directed, an administrator may direct the use of the planning period, provided it remains used to promote student learning (e.g., individual student assistance, classroom support, common planning and/or professional development).

D. Provided, however, that individual adjustments in working conditions may be made to provide for particular scheduling difficulties arising in the workday, work week, or work year.

- E. Provided, further, that if the School Committee deems that educational circumstances indicate that other 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.
- F. In no event will the change become effective until the September following the commencement of such negotiations, unless otherwise agreed by the parties.
- G. Any grievance alleging a violation of this Article may commence at Step Two of the grievance procedure within ten (10) school days of the date on which the teaching assistant and/or the Association has knowledge or reasonably should have had knowledge of the occurrence of the event upon which the grievance is based.
- H. A teaching assistant who is required to substitute shall receive, in addition to their regular salary, three dollars (\$3.00) for each fifteen minutes or fraction thereof up to a maximum of thirty-six (\$36.00) dollars in one day.
- I. Teaching assistants working twenty (20) hours per week or more shall be eligible for eight (8) days of vacation with pay if they have worked for the Falmouth Public Schools for thirty (30) weeks during the preceding twelve (12) months. After five (5) years of service, the teaching assistant shall receive thirteen (13) days of vacation and after ten (10) years of service shall receive all school vacation days. Vacations shall be scheduled to coincide with school vacation periods.
- J. Teaching assistants are eligible for holiday pay for the following legal holidays provided that the holiday falls during a teaching assistant's work year. In order to be eligible for the paid holiday, a teaching assistant must work or be on paid leave on their last scheduled workday before the holiday and their first scheduled workday after the holiday. Holidays are: Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Washington's Birthday, Patriot's Day, and Memorial Day.
- K. If a teaching assistant is required to attend professional development sessions or programs beyond the regular workday and/or work year, the teaching assistant will be compensated at the regular pay rate and be notified at least five (5) days in advance. Teaching assistants shall attend and be compensated for all other before and after school full faculty meetings.
- L. It is agreed that a reasonable effort will be made to schedule teaching assistants on a full rather than a part-time basis. It is recognized that this may result in a reduction in the number of teaching assistants. The parties agree that it is desirable that this be accomplished by attrition rather than by elimination of existing personnel. Any grievance arising out of this provision may be processed only through Step Two of the grievance procedure.
- M. The released time portion of a minimum of three (3) released time professional development days per school year, as scheduled by the Employer, shall be dedicated to professional development for teaching assistants. Employees will be required to attend such professional development with compensation. The Employer will consider input from Unit C in planning the content of such professional development. If a scheduled professional development day is postponed because of weather or other such similar emergency, a fourteen (14) calendar day notice will be provided for the rescheduled day. The schedule of professional development release time days shall be provided by the first day of the school year.

ARTICLE VII: Teaching Assistant Assignment

- A. Individual notice shall be sent prior to the close of the school year regarding information with respect to hours, building assignment, and rate of compensation for the coming school year.
- B. If a teaching assistant is not being rehired, the reasons for such action shall be stated in writing and sent two (2) weeks prior to the close of the school year. If a teaching assistant is being laid off due to a reduction in force, they will be eligible to be on a recall list for a period of one (1) year. Such teaching assistants will be subject to recall in inverse order of layoffs and shall be given preference for any permanent or temporary teaching assistant positions that become available. During this period, health insurance coverage will continue subject to State and Federal laws. Teaching assistants on the recall list shall be given preference on the substitute list if they so desire. A teaching assistant who is recalled will be credited with all seniority and benefit accrued up to the time of layoff and will not be

considered to have had a break in service time.

- C. All newly hired teaching assistants will be notified in writing of their employment. Included in this notification will be information with respect to hours, building assignment, and rate of compensation. It is understood that the information with respect to hours, building assignment, and rate of compensation referred to in this paragraph may be tentative. Newly hired teaching assistants who are hired to work twenty (20) or more hours per week will also be provided with information about insurance benefits and costs thereof, Association membership obligations, and retirement deduction costs. Each will be provided with a copy of this contract.
- D. A Unit C employee who moves to a Unit A position shall retain their Unit C seniority as of the last day of employment in a Unit C position. Unit C seniority rights for Unit A employees shall expire three years next following promotion to a Unit A position. Unit A employees, who have retained such seniority in Unit C, shall have “bump back” rights into Unit C only in the case of their Reduction in Force (layoff) in Unit A. Such “bump back” rights shall allow a Unit A employee, with more Unit C seniority, to bump the least senior Unit C employee. An eligible Unit A employee desiring to return to a Unit C position for any reason other than their reduction in force in Unit A must wait for a vacancy.

ARTICLE VIII: Vacancies and Transfers

- A. Whenever any vacancy in a teaching assistant position occurs or a new position is created, it will be adequately publicized by the Superintendent as far in advance of the appointment as possible on a district designated website and sent electronically by email to all members of the Association. Except in unusual circumstances, appointments shall not be made until ten (10) calendar days after the posting period ends. Any unit position filled during the school year shall be considered filled only for the remainder of that school year if it is not filled by an incumbent bargaining unit member applicant. In any such case, the position shall be posted again by June 1 for the following school year. Similarly, after August 20, vacancies cannot be filled by transfer and will be reposted for filling after the end of that school year. In both situations the qualifications for the position and its rate of compensation will be clearly set forth.
- B. All incumbent teaching assistants will be given adequate opportunity to make application for posted positions, as provided herein, and provided that all other relevant factors are substantially equal, will be given preference for such positions on the basis of seniority.
- C. Teaching assistants desiring a transfer within the unit 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. Teaching assistants who have such a request on file may be transferred in accordance with their request, subject to the terms herein, and the position to which they are being transferred need not be posted as a vacancy.
- E. All teaching assistants who have a request for transfer on file will be given an opportunity, if they so desire, to interview for any available unit positions for which they are qualified.
- F. Copies of all open teaching assistant positions will be sent to the President of the Falmouth Educators’ Association and to the Chairperson of Unit C.
- G. Teaching assistants will have the opportunity to apply for internally posted teaching positions.

ARTICLE IX: Personnel Files

- A. Each teaching assistant shall have the right, upon request, to review the contents of their own personnel file maintained at the Administration Building. No other personnel file shall be kept. A representative of the Association may, at the teaching assistant’s request, accompany the teaching assistant in this review. The review shall be made in the presence of the administrator responsible for the safekeeping of file.
- B. Any complaint by a parent/guardian of a student, or any person, directed toward a teaching assistant deemed serious enough to be included in the teaching assistant’s personnel file shall be promptly called to the teaching assistant’s

attention. The identity of the complainant shall be made known and the teaching assistant afforded the opportunity to refute such complaint prior to its inclusion in the file.

- C. No material derogatory to a teaching assistant's conduct, service, character, or personality shall be placed in a teaching assistant's personnel file in the Administration Building unless the teaching assistant has had an opportunity to read the material. The teaching assistant shall acknowledge that they have read such material by affixing their signature on the actual copy to be filed with the understanding that such signature merely signifies that they have read the material to be filed and does not necessarily indicate agreement with its contents.
- D. The teaching assistant shall have the right to answer any material contained in the files, and the teaching assistant's answer shall be attached to the file copy. In the event the charges made against a teaching assistant are proven to be without substance, any and all reference concerning the charges shall be deleted from the teaching assistant's personnel file, or the teaching assistant may elect to have the documentary evidence remain in the file.
- E. All persons using the file must sign their names and the date they inspected the contents of the file.

ARTICLE X: Leaves of Absence

- A. All teaching assistants shall be entitled to fifteen (15) days for personal sickness or accident 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 term of employment. The date from which leave shall be computed shall be the starting date of employment. Sick pay shall be based upon the individual teaching assistant's normal workday.
 - 1. Up to five (5) days of such sick leave may be used to care for illness in the teaching assistant's immediate family, which precludes the assistant from reporting to work on that day. These days will be deducted from accumulated sick leave.
 - 2. At the beginning of each school year, every teaching assistant shall receive written notice of the amount of sick leave accumulated to date.
- 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 D below.
 - 4. Snow Days.
- C. A member may carry over one (1) unused personal day for a maximum of four (4) for the next school year. Any additional unused personal days will be converted into accumulated sick days.
- D. In addition to sick leave a teaching assistant 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, sister-in-law, daughter-in-law, and sibling of the teaching assistant or the teaching assistant's spouse, or of persons residing in the teaching assistant's immediate household or others at the discretion of the Superintendent. In addition, at the discretion of the Superintendent, additional days of leave may be granted for traveling.
- E. In addition to sick leave, a teaching assistant 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.
- F. When a teaching assistant is summoned to serve jury duty, the School Committee will pay the difference between pay received for jury duty and the teaching assistant's current salary commensurate with State and Federal statutes.
- G. Leaves without pay for personal reasons may be granted by the Superintendent or designee.
- H. A teaching assistant may, with the approval of the principal, be entitled to a leave of absence, with pay, to attend

meetings, conferences, or visitations in the interest of the school or for other justifiable reasons.

- I. Teaching assistants shall be paid for a full day in the event that school opening is delayed or school closing is early.
- J. A leave of absence without pay of up to two (2) years will be granted for the purpose of giving birth, adopting a child, the recovery from the complications of pregnancy or childbirth, or for child rearing. A teaching assistant who is on child rearing leave shall not be entitled to accrue paid sick leave or other benefits during the period of such leave. Upon return from such leave of absence, a teaching assistant shall return to the step in the salary schedule which they held prior to the commencement of such leave or to the next step if consistent with present policy; and they shall be restored as soon as a position for which the teaching assistant is qualified becomes available, but in no event will a teaching assistant be returned in the midst of a school year, except by agreement of the Employer. For leaves of absence for any disability related to pregnancy, childbirth, or the recuperation therefrom, the employee is entitled to Sick Leave under the terms of that provision to the extent that the employee has sick leave available. Leaves for such disabilities that 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.
- K. Leaves under this section shall not be unreasonably withheld.
- L. A teaching assistant, upon return from a leave shall be restored to a comparable position as the one held prior to said leave. Retirement and seniority status shall not be affected by the leave.

ARTICLE XI: Sick Leave Bank

Teaching assistants covered under this Agreement shall participate in the Unit A sick leave bank under the terms and conditions of that bank.

ARTICLE XII: Substance Use Disorder/Employee Assistance Program (EAP)

Substance use disorder is recognized by the parties to be a treatable illness. 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 substance use disorder to undergo a program designed for rehabilitation. The Town of Falmouth Employee Assistance Program will be available to teaching assistants to address the need for the following:

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

If the employee refuses to avail themselves of assistance and substance use impairs work performance, attendance, conduct, or reliability, the normal contractual disciplinary procedures will be used.

ARTICLE XIII: Teaching Assistant Evaluation

- A. It is recognized that evaluation of the teaching assistant is both necessary and desirable.
- B. All monitoring or observation of the work performance of a teaching assistant will be conducted openly and with full knowledge of the teaching assistant.
- C. Teaching assistants will be evaluated annually for the first three (3) years of employment. Thereafter, evaluations will occur every three (3) years unless the teaching assistant is assigned to a substantially different role. However, a principal may choose to evaluate any teaching assistant on an annual basis if there is a question about the teaching assistant's performance.
- D. Teaching assistants will be evaluated by the principal or other administrator and will be notified in September if they are to be evaluated that year and, if so, by whom. Teaching assistants will also be notified when formal observation of their work is occurring. Please refer to the Falmouth Public Schools online platform for complete current

evaluation documents. Either the educator or their designated evaluator(s) may request by February 15 the participation of another administrator to do one or more observations. The Superintendent will not unreasonably withhold requests for an additional administrator to observe, but the Superintendent must approve the request and the specific administrator. Either the educator or their designated evaluator(s) may request a follow-up meeting within five (5) school days to discuss the evaluation.

- E. Evaluators may use information provided by professional staff and from other observations by the evaluating administrator in preparing the final evaluation. Any written and signed information provided by professional staff members shall be shared with the employee, and the employee shall be provided a copy of such information. The employee shall sign the Employer copy of the information. Such signature shall indicate only that the employee has seen such information.
- F. By June 1 of each year, teaching assistants will be given a copy of any evaluation reports prepared by their evaluators and will have the right to discuss such reports with their evaluators.
- G. The teaching assistant is required to sign such evaluation. The signature in no way indicates agreement with the contents thereof; it is only an indicator that they have seen the evaluation. Said evaluation will be placed in the teaching assistant's personnel file. The teaching assistant may provide, in writing, a rebuttal to any statements that are in conflict with the teaching assistant's opinions. Said rebuttals will be placed in the teaching assistant's personnel file attached to any statements that are in conflict.

ARTICLE XIV: Protection

- A. No teaching assistant with three (3) consecutive years of service in a Unit C position will be discharged, disciplined, or reduced in compensation without just cause. Provided there is no break in service after completion of three (3) consecutive, full years of service, a grievance under this section may proceed through Step Four of the grievance procedure as provided in Article V of this Agreement.
- B. Teaching assistants will immediately report to the principal 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 Superintendent and the School Committee which will comply with any reasonable request from the teaching assistant for information in its possession relating to the incident or the person(s) involved and will act in appropriate ways as liaison between the teaching assistant, the police, and the courts. In addition, any student involved in such an assault will be promptly and properly disciplined after the responsibility has been established.
- D. If criminal or civil proceedings are brought against a teaching assistant alleging that they committed an assault in connection with their employment, the Committee may furnish legal counsel to defend them in such proceedings if they request such assistance. If the Committee does not provide such counsel, and the teaching assistant is exonerated, then the Committee will reimburse the teaching assistant for reasonable counsel fees incurred by them.
- E. If a teaching assistant is exonerated from any responsibility with respect to acts referred to in "B" above, they shall not suffer the loss of any advantages because of time lost due to such acts.

ARTICLE XV: Payroll Deductions

- A. The Committee hereby accepts the provisions of MGL Chapter 180 Section 17C and, in accordance therewith, shall certify to the Treasurer of the Town of Falmouth, all payroll deductions for the payment of dues to the Association, including V.O.T.E., duly authorized by members. Such authorization shall be given in writing on a form agreeable to the parties. The deduction of membership dues shall be made in ten (10) equal monthly installments, beginning with the second pay check in September of each new school year, and the Committee agrees to remit to the Treasurer of the Association all monies so deducted accompanied by a list of the teaching assistants from 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 Office of Human Resources regarding 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.

- B. The Association shall indemnify and save the Committee and/or the Town harmless against claims and deductions, remitting the same to the Association pursuant to this Article.

ARTICLE XVI: Insurance Protection, Retirement, and Annuity

- A. Teaching assistants working twenty (20) or more hours per week shall have the right to participate in all life insurance, accidental death and dismemberment insurance, and 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.
- B. Teaching assistants working twenty (20) or more hours per week shall become members of the Town Retirement System from the date of their employment. Teaching assistants eligible for Town Retirement must apply for membership by filling out the approved forms, which can be obtained from the Retirement Board. Upon acceptance as a member by the Town Retirement Board, payroll deductions will be made.
- C. Teaching assistants working twenty (20) or more hours per week are eligible to participate in a "tax- sheltered" annuity plan established pursuant to Public Law 87-37D of the United States consistent with MGL Chapter 31 Section 37B.
- D. A teaching assistant with fifteen (15) years of service in the Falmouth Public Schools who notifies the Committee of their intent to retire at the end of the school year shall receive fifteen dollars (\$15) per day for any unused sick leave in excess of one hundred (100) days to a maximum of seven hundred and fifty dollars (\$750). A teaching assistant with twenty (20) years of service in the Falmouth Public Schools who notifies the Committees of their intent to retire at the end of the school year shall receive fifteen dollars (\$15) 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 teaching assistant with twenty-five (25) years of service in the Falmouth Public Schools shall receive fifteen dollars (\$15) per day for any unused sick leave in excess of one hundred (100) days up to a maximum of one thousand two hundred and fifty dollars (\$1,250). The number of sick days will be determined on June 1 of the final year of service.

ARTICLE XVII: Teaching Assistant Compensation

The rates of compensation are contained in Appendix A.

ARTICLE XVIII: Miscellaneous Provisions

- A. 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.
- B. If any provision of this Contract, or any application of this Contract to any member of the teaching assistant 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.
- C. NEED Collaborative Program (Sea Shore Program) See Unit A, ARTICLE XXXIII: Miscellaneous Provisions for information related to teaching assistants' involvement.

ARTICLE XIX: Waiver

The Association and the Committee agree that each 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.

ARTICLE XX: 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 (30th) day of the beginning of the employee's employment.

ARTICLE XXI: Seniority

- A. The Committee shall prepare a seniority list, which indicates the date on which all members of the bargaining unit were hired into the unit. The Association shall be supplied with the list, which shall be kept current.
- B. Seniority is based upon the length of service within the collective bargaining unit. Periods of service divided by a break due to resignation or termination, other than a lay-off, shall not be added together to determine seniority.
- C. In appointing part-time teaching assistants to full-time positions, seniority in the collective bargaining unit shall govern provided that all other relevant factors are substantially equal. In making staff reductions, seniority in the collective bargaining unit shall govern.

ARTICLE XXII: Employee's Children

The request by a non-resident employee whose child is accepted into the Falmouth Public Schools or by a resident employee that the child of such employee be assigned to the school where the employee is employed shall be considered. The decision of the Superintendent on this matter shall be final and not subject to the grievance procedure.

ARTICLE XXIII: Personal Injury Benefit

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

ARTICLE XXIV: Professional Improvement

Teaching assistants are encouraged to participate in professional improvement courses and will be reimbursed for certain associated costs. Teaching assistants are responsible for the proper selection of courses in compliance with the guidelines that follow.

- 1. All courses taken for professional improvement must be taken for educational licensure and be either:
 - a. course(s) offered by the school district
 - b. course(s) offered for undergraduate or graduate credit by an accredited college or university
 - c. projects approved by the Superintendent or designee
- 2. Courses must align with district priorities for teaching and learning (available from the Office of Teaching and Learning).
- 3. Courses from summer, fall, or spring sessions will be allowed.
- 4. No reimbursement will be given for a course which is substantially the same as one previously taken.
- 5. To be eligible for reimbursement, a pre-approval form is to be submitted to the Office of Teaching & Learning no later than twenty-one (21) calendar days prior to the start of the course unless special circumstances (e.g., late announcement of a course offering) interfere with this deadline. Electronic submission of this form is allowed. The form will be processed and returned to the applicant within ten (10) calendar days of submittal. Failure to process and return the form within the allocated time period constitutes approval.

6. Upon completion of the course, reimbursement requests must include a course transcript or grade report. A course must be passed with a “B” or better or a “Pass” in a pass-fail system. Requests must also include a receipt or bill from the college or course provider indicating the amount paid by the teaching assistant to participate in the course.
7. Reimbursement requests must be submitted by June 1st. The Employer will notify the Association, in writing, of the distribution to teaching assistants by the same date.
8. Individual members will be reimbursed up to \$500 per course and up to two courses per year. The total amount used to reimburse Unit C members for professional improvement courses will be \$20,000 per year. If the total amount is insufficient to fulfill all reimbursement requests in any one year, the total amount will be divided in accordance with the current practice used for Unit A course reimbursement.
9. Teaching assistants may also request funds to cover their registration for a professional conference. Teaching assistants who seek to attend professional conferences must complete a Conference Request Form at least twenty-one (21) days prior to the date of the conference and submit it to the Office of Teaching and Learning for approval. The form will be reviewed by both the Office of Teaching and Learning as well as the Office of Student Services, and a response will be sent to the teaching assistant within ten (10) days of submission. If attendance at the conference is granted, the approving Office will also process the registration and pay for the registration fee.

ARTICLE XXV: Annual Stipend

Teaching assistants will become eligible for an annual stipend of \$300 if they take the ParaPro Exam and achieve a Massachusetts passing score or attain a Cape Cod Collaborative Teaching Assistant Certificate. The stipend will be paid for one or the other, not both.

Upon successful completion, the teaching assistant will submit verification of either achievement along with a receipt for any preparation activities undertaken (i.e., online ParaPro Exam Prep course) to the Office of Teaching and Learning. The teaching assistant will receive reimbursement for the preparation activity and the \$300 stipend. The stipend will thereafter be included in the teaching assistant’s annual compensation.

ARTICLE XXVI: Toileting Appointments

- A. Volunteers will be solicited on an annual basis. If no volunteers are available, an assignment shall be made by the supervisor within the program. The initial appointment letter, per article 7 section 7, for a teaching assistant, will include whether current assignments will include regular toileting responsibilities for students who are or will be at least seven years old or in a special program during that school year. Teaching assistants will work with the school nurse to receive training relating to universal precautions and be provided with all materials for universal precautions. The Employer will provide a list of all bargaining unit members who have a toileting assignment to the Association and the classroom teacher working with the student. Any changes to this list will be provided to the Association within five (5) school days following the change. To the extent possible and appropriate for the student, the teaching assistant will have additional assistance when toileting students. teaching assistants who have this assignment shall be paid an annual stipend of one thousand dollars (\$1,000).
- B. If there is a need for a teaching assistant who has not been assigned regular toileting responsibilities to toilet on a substitute basis, that teaching assistant shall be paid a stipend of \$15.00 per day.
- C. The principal will work with teaching assistants when assigning a substitute. Any teaching assistant who is assigned to substitute toilet will be trained prior to toileting. Any teaching assistant who has performed substitute toileting duties will be paid within two pay cycles of submitting payment.

ARTICLE XXVII: Duration

The provisions of this Agreement, unless specifically stated otherwise, shall be effective as of September 1, 2019 and shall remain in full force and effect until August 31, 2022. In the event that a new Agreement is not reached by the date of expiration, the conditions of this contract shall remain in full force and effect.

Either party may open negotiations for a successor to this Agreement by giving written notice prior to November 1, 2020.

For the Falmouth School Committee

For the Falmouth Educators' Association

Date

Date

**APPENDIX A
TEACHING ASSISTANT SALARY SCHEDULE**

2019 - 2020 (1.5%)						
<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
\$17.39	\$17.99	\$18.90	\$19.84	\$21.21	\$22.22	\$22.81

2020 - 2021 (2%)						
<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
\$17.74	\$18.34	\$19.28	\$20.24	\$21.64	\$22.66	\$23.27

2021 - 2022 (2.5%)						
<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
\$18.18	\$18.80	\$19.76	\$20.75	\$22.18	\$23.23	\$23.85

A teaching assistant who is their school's representative on the Health and Safety Committee shall receive the stipend listed in the Unit A contract.

Beginning in the 2020 – 2021 school year, Teaching Assistants shall receive their pay in twenty-six (26) equal installments with an option of receiving a lump sum payment to cover the summer installments.

LONGEVITY PAYMENTS

For employees working twenty (20) or more hours per week

	<u>19-20</u>	<u>20-21</u>	<u>21-22</u>
5 years	\$600	\$625	\$650
10 years	\$775	\$800	\$825
15 years	\$825	\$850	\$875
20 years	\$925	\$950	\$975
25 years	\$1,025	\$1,050	\$1,075
30 years	--	--	\$1,125

Years of service shall be defined as cumulative years of service in the Falmouth Public Schools without regard to position.

Members shall receive their longevity payment shall receive their pay in twenty-six (26) equal installments with an option of receiving a lump sum payment to cover the summer installments.

RETIREMENT ALLOWANCE: An employee, working twenty (20) or more hours per week, who retires and is approved to receive benefits from the Town Retirement Board will be entitled to a one (1) time retirement allowance of \$2,250.