

Agreement Between

**The Falmouth
School Committee**

and

**The Falmouth Educators’
Association Unit D
Nurses**

2019 - 2022



Falmouth Educators' Association

Unit D

Table of Contents

ARTICLES

ARTICLE I: General	3
ARTICLE II: School Committee Rights	3
ARTICLE III: Recognition	3
ARTICLE IV: Association and Nurses' Rights	3
ARTICLE V: Grievance Procedure	4
ARTICLE VI: Working Conditions	5
ARTICLE VII: Tuition Reimbursement	6
ARTICLE VIII: Nurse's Assignment	6
ARTICLE IX: Vacancies and Transfers	6
ARTICLE X: Personnel Files	6
ARTICLE XI: Leaves of Absence	7
ARTICLE XII: Substance Use Disorder/Employee Assistance Program (EAP)	8
ARTICLE XIII: Nurses' Evaluation	8
ARTICLE XIV: Protection	8
ARTICLE XV: Payroll Deductions	9
ARTICLE XVI: Insurance Protection and Retirement	9
ARTICLE XVII: Nurses' Compensation	9
ARTICLE XVIII: Miscellaneous Provisions	10
ARTICLE XIX: Waiver	10
ARTICLE XX: Agency Service Fee	10
ARTICLE XXI: Seniority and Reduction in Force	10
ARTICLE XXII: Sick Leave Bank	11
ARTICLE XXIII: Longevity/Longevity Buy-Out	11
ARTICLE XXIV: Employees' Children	11
ARTICLE XXV: Job Sharing	12
ARTICLE XXVI: Duration	12

APPENDICES

APPENDIX A-1 SALARY SCHEDULE: 2019 - 2020 (1.5%)	13
APPENDIX A-2 SALARY SCHEDULE: 2020 - 2021 (2%)	14
APPENDIX A-3 SALARY SCHEDULE: 2021 - 2022 (2.5%)	15

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, 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 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 nursing staff of the Falmouth Public Schools shares with the Committee, the Superintendent, the principals, the teachers, and the teaching assistants responsibility for providing for the pupils of the Falmouth Public Schools healthcare of the highest possible quality consistent with the policies of the Committee.
4. Fulfillment of these respective responsibilities can be facilitated by free exchange of views and information among the Committee, the Superintendent, the principals, the teachers, the teaching assistants, and the nursing staff.
5. The Association recognizes that the basic duty of each nurse is to use their abilities in the most effective and proper manner to improve the quality of health care 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 provided they are not in violation of the Nurses’ Practice Act and/or the regulations of the Board of Registered Nurses.

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 hereunder, the Committee recognizes the Association as the exclusive representative of nurses employed by the Falmouth School Committee, as such employees are municipal employees as defined in Massachusetts General Laws (MGL) Section 178G of Chapter 150. Nurses as used in this Agreement shall mean school nurses.

ARTICLE IV: Association and Nurses’ Rights

- A. The Committee shall continue its present practice of not directly or indirectly discouraging, depriving, or coercing any nurse in the enjoyment of any rights conferred by the Act or other Acts of the Commonwealth of Massachusetts and the United States and of not discriminating against any nurse with respect to hours, salaries, terms, or conditions of employment by reason of their membership in the Association, their participation in any activities of the Association, collective negotiations with the Committee, or their 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 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 mailboxes, 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 nurses.

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 Agreement. 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 grievant and to the President of the Association shall permit the grievant(s) 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 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 designee shall meet with the grievant and the said 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 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 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 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 school nurses (other than new nurses who may be required to attend additional orientation or training sessions) will conform to the calendar established by joint agreement between the School Committee and the Falmouth Educators' Association but in no event be longer than four (4) days more than the number of days when students are required to be in attendance.
- B. The workday of school nurses will be six (6) hours and fifty-five (55) minutes, which will include thirty (30) minutes divided between before student arrival and after student dismissal for schools serving PreK – grade 8 and fifteen (15) minutes for Falmouth High School.
- C. Each nurse shall have thirty (30) minutes daily, free of any duty, for lunch and may leave the premises during that period of time after notifying the principal or designee.
- 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 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 to by the parties.
- G. Any grievance alleging a violation of this Article may be commenced at Step Two of the grievance procedure within ten (10) school days of the date on which the nurse 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. Nurses are required to attend professional development meetings and full faculty meetings without additional compensation at the request of the principal or the Director of Student Services. In addition, nurses are required to attend nurses' department meetings as scheduled by the Director of Student Services. A Nurse Coordinator (K-12), appointed annually, will receive the stipend listed in Appendix C of the Unit A contract.
- I. All nurses shall be entitled to participate in training and/or professional development provided by the Falmouth Public Schools.
- J. A nurse will attend a Seashore trip if an attending student needs medically related services not able to be provided by a teacher or Seashore personnel. Said nurse shall receive compensation equal to the established compensation

for teachers provided the Seashore workday for the nurse is 9am through 5pm. A nurse required to work beyond the Seashore workday (i.e., any period of hours from 5pm through 9am) shall receive an additional amount equal to the established compensation for teachers for each night or part thereof.

- K. When a nurse is assigned to cover for an absent nurse, the covering nurse shall be compensated fifty dollars (\$50.00) for the day or any portion thereof. The Superintendent has the prerogative not to hire a substitute for an absent nurse in the smaller schools.

ARTICLE VII: Tuition Reimbursement

Members of Unit D will be eligible to participate in the Tuition Reimbursement plan established for Unit A and shall receive PDPs on the same basis as teachers. (Article XXIV, Section E)

ARTICLE VIII: Nurse's Assignment

- A. Individual notification shall be sent prior to the close of the school year regarding assignments for the coming school year.
- B. If a nurse is not being rehired, the reasons for such action shall be stated in writing and sent prior to the close of the school year.
- C. All newly hired nurses will be notified in writing of their employment. Included in this notification will be information with respect to hours, building assignments, and rate of compensation. It is understood that information with respect to building assignments may be tentative.
- D. In appointing part-time nurses to full-time positions, if the Superintendent determines that merit and ability are equal, length of service in the Falmouth Public Schools shall govern.

ARTICLE IX: Vacancies and Transfers

- A. Whenever any vacancy in a nursing 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. In both situations, the qualifications for the position and its rate of compensation will be clearly set forth.
- B. Insofar as practicable, all nurses will be given adequate opportunity to make application for such positions and appropriate consideration will be given.
- C. Copies of all open nurse positions will be sent to the President of the Association.

ARTICLE X: Personnel Files

- A. Each nurse shall have the right, upon request, to review the contents of their own personnel files at the Administration Building. No other personnel file shall be kept. A representative of the Association may, at the nurse's request, accompany the nurse 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/guardian of a student, or any person, directed toward a nurse deemed serious enough to be included in the nurse's file shall be promptly called to the nurse's attention. The identity of the complainant shall be made known and the nurse afforded the opportunity to refute such complaint prior to its inclusion in the file.
- C. No material derogatory to a nurse's conduct, service, character, or personality shall be placed in a nurse's personnel file in the Administration Building unless the nurse has had the opportunity to read the material. The nurse shall acknowledge that they have read the material by affixing the nurse's signature on the actual copy to be filed with the understanding that such signature merely signifies that the nurse has read the material to be filed and does not necessarily indicate agreement with its contents.

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

ARTICLE XI: Leaves of Absence

- A. Full-time nurses 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. Part-time employees will have their sick leave converted to FTE. Up to five (5) days of sick leave may be used in case of illness in the nurse's immediate family to include spouse, partner, child, parent, grandchild, grandparent, in-laws, and siblings of the nurse or the nurse's spouse or persons residing in the nurse's immediate household or other at the discretion of the Superintendent or designee, which precludes the nurse from reporting to work on that day.
- B. In addition to the above fifteen (15) days of 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.
- C. A nurse 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 nurse may be granted a leave of absence with pay of up to four (4) days in the event of the death of spouse, partner, child, parent, grandchild, grandparent, in-laws, and sibling of the nurse or the nurse's spouse, or of persons residing in the member's immediate household, or others at the discretion of the Superintendent or designee. In addition, at the discretion of the Superintendent, additional days of leave may be granted for traveling.
- E. In addition to sick leave, a nurse 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. A nurse may, with the approval of the Superintendent or designee, 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.
- G. 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 childrearing. Such leave shall be called "Childrearing Leave." A nurse who is on Childrearing 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 nurse shall return to the step of the salary schedule the nurse would have attained prior to the effective date of the Childrearing Leave, unless the nurse 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 said nurse shall advance to the next step. Upon return from such leave, said nurse shall be restored to the position held before the leave began if it is open, or if it is not open, the equivalent, open position. A nurse may not return from Childrearing 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 therefrom, the employee is entitled to sick leave under the terms of that provision to the extent such employee has sick leave available to them. 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.
- H. When a nurse is summoned to serve jury duty the School Committee will pay the difference between pay received for jury duty and the nurse's current salary commensurate with state and federal statutes.

- I. Leaves without pay for other reasons may be granted by the School Committee.
- J. An employee who gives birth or who legally adopts a child may use up to eight (8) weeks of accrued sick leave. Non-birthing employees may use up to fifteen (15) days of accrued sick leave. For a leave 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 such employee has sick leave available. 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.
- K. A nurse, 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.
- L. 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 nurse's immediate family. The exercise of such discretion will not be unreasonable. Additional leave may be granted at the sole discretion of the Superintendent.

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

The Town of Falmouth Employee Assistance Program (EAP) will be available to nurses to address the need for the following:

1. A process for the rehabilitation of members who have substance use disorders.
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.

ARTICLE XIII: Nurses' Evaluation

- A. It is recognized that evaluation of the nurse is both necessary and desirable.
- B. All monitoring or observation of the work performance of a nurse will be conducted openly and with full knowledge.
- C. The nurse may provide, in writing, a rebuttal to any statements that are in conflict with the nurse's opinions. Said rebuttals will be placed in the nurse's personnel file attached to any statements that are in conflict.
- D. Please refer to the Falmouth Public Schools online platform for complete current evaluation documents.
- E. The nurses' primary evaluator will be the building principal, and the supervisory evaluator will be the Director of Student Services.

ARTICLE XIV: Protection

- A. No nurse 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 MGL Chapter 71.
- B. Nurses will immediately report to the Superintendent in writing any and 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 nurse for information in its possession relating to the incident or the person involved and will act in appropriate ways as liaison between the nurse, the police, and the courts. In addition, any student involved in such assault will be

promptly and properly disciplined after the responsibility has been established.

- D. If a criminal or civil proceeding is brought against a nurse alleging that the nurse committed an assault in connection with the nurse's employment, the Committee may furnish legal counsel to defend the nurse in such proceedings if the nurse requests such assistance. If the Committee does not provide such counsel, and the nurse is exonerated, then the Committee will reimburse the nurse for reasonable counsel fees incurred.
- E. If a nurse is exonerated from any responsibility with respect to acts referred to in "B" above, the nurse 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., as duly authorized by members. Such authorization shall be given in writing on a form agreeable to both parties.

The deduction of membership dues shall be made in ten (10) equal monthly installments, beginning in September and ending in June, and the Committee agrees to remit to the Treasurer of the Association all monies deducted, accompanied by a list of the nurses 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 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 purposes of this Article, the term "School Year" shall mean the twelve-month period beginning September 1.

- B. The Association shall indemnify and save the Committee and/or the Town of Falmouth harmless against 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 XVI: Insurance Protection and Retirement

- A. Nurses working twenty (20) or more hours per week will be able to participate in all insurance programs presently available to all school employees (e.g., Blue Cross/Blue Shield and Life Insurance).
- B. Nurses working twenty (20) or more hours per week shall become members of the Massachusetts Teachers' Retirement System (MTRS) from the date of their employment.

ARTICLE XVII: Nurses' Compensation

The rates of compensation for nurses are set forth in Appendix A of this Contract.

Full credit may be given for previous comparable nursing 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, may be given to nurses. New-to-district registered nurses with non-teaching nursing experience: experience will count as STEP if the experience is relevant and comparable, to be determined by the Superintendent. The Superintendent has discretion over the decision to give credit for previous nursing experience, active military service, and/or Peace Corp work.

One-half (1/2) of previously accumulated unused sick leave days will be restored to returning nurses.

Extra-curricular activities outside the nurse's work day that, as determined by the Director of Student Services, require a nurse's supervision shall first be offered to the nurse assigned to the school where the work will occur. Acceptance of the assignment will constitute a commitment for the duration of the need or to the end of the school year. If the nurse in the school declines the work, it shall be offered, under the same terms, to other members of the

bargaining unit. Such work shall be compensated at the rate of thirty-five dollars (\$35) per hour.

School nurse may be asked to work prior to the start of the school year. The nurse will be compensated at the individual nurse's per diem rate. The specific dates of any additional days shall be mutually approved by the building principal and Director of Student Services.

ARTICLE XVIII: Miscellaneous Provisions

- A. As to 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 nursing 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.

ARTICLE XIX: 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 negotiations, 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 employment.

ARTICLE XXI: Seniority and Reduction in Force

- A. The Committee shall prepare a seniority list, which indicates the date on which all members of the bargaining unit were hired. The Association shall be supplied with the list, which shall be kept current.
- B. Seniority is based upon the length of service within the district. Periods of service divided by a break due to resignation or termination shall not be added together to determine seniority.
- C. In the event it becomes necessary to reduce the number of nurses within the district to the extent provided by statutes, then no nurse with professional teaching status (PTS) shall be laid off if there is a nurse without PTS serving in a position that a nurse with PTS is licensed to fill.
- D. In determining the order in which PTS nurses shall be laid off, the nurse's qualifications shall be the determining factor. These include indicators of job performance, including overall ratings resulting from comprehensive evaluations conducted consistent with MGL Chapter 71 Section 38 and the best interests of the students in the school or district.

Ratings derived from evaluations shall be based upon the nurse's past summative evaluation ratings as compared to other nurses' past summative evaluation ratings in the area to be reduced 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. When assessing the evaluations, no distinction shall be made between the overall performance ratings of Proficient and Exemplary.

When qualifications are equal, preferences for retention will be given to the nurse with greater seniority. When the Superintendent determines that either the ratings derived from evaluations or the best interest of students supersedes the other, the Superintendent shall inform the Association President of their decision and explain such decision. The Superintendent shall then meet with the PTS nurse to be laid off to explain the decision with the Association

President. A nurse's placement on the salary schedule shall not be a factor in the consideration of the best interests of students. A nurse's participation in extracurricular activities shall not be a factor in the consideration of the best interests of students.

Subject to the qualification criteria, a nurse reached for layoff shall be allowed to bump the least senior nurse whose position the affected nurse is licensed to fill subject to the evaluation criteria provided herein.

- E. In reviewing the Employer's decision that a difference in evaluations exists, an Arbitrator shall utilize a reasonableness standard and shall review the evaluation and relevant documents described in the evaluation process.
- F. If a nurse is not being rehired due to a reduction in force, the nurse will be eligible to be on a recall list for a period of two (2) years. Such nurses will be subject to "recall" in inverse order of layoffs and shall be given preference for any temporary nurse's positions that become available. During this period, health insurance coverage will continue subject to state and federal laws.

ARTICLE XXII: Sick Leave Bank

Nurses shall be eligible to participate in the Unit A sick leave bank under the established terms and conditions.

ARTICLE XXIII: Longevity/Longevity Buy-Out

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

<u>Years of Service</u>	<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>
11 Years of Service in Falmouth	\$725	\$750	\$775
15 Years of Service in Falmouth	\$1,025	\$1,050	\$1,075
20 Years of Service in Falmouth	\$1,125	\$1,150	\$1,175
25 Years of Service in Falmouth	\$1,250	\$1,275	\$1,300

A nurse hired prior to February 1 shall be given credit for the full year. Years of service in the Falmouth Public Schools shall mean a cumulative total of all years served.

- B. Employees or their estate with at least fifteen (15) completed cumulative years of service in Falmouth and who have provided a written notice of intent to retire, shall receive twelve thousand dollars (\$12,000.00) minus the total of longevity compensation during the last three (3) years of employment. Written notice shall be submitted to the Superintendent as follows:
- For retirement effective at the end of a school year or during the days following the end of a school year in June, 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.
 - 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.
 - 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 XXIV: Employees' 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 XXV: Job Sharing

Nurses are eligible to participate in Job Sharing under the same terms and conditions found under Appendix D: Job Sharing of the Unit A contract.

ARTICLE XXVI: 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-1
FEA UNIT D - NURSES SALARY SCHEDULE
2019 - 2020 (1.5%)

Step	B	B+30	M	M+15	M+30	M+45	M+60	Doc
1	\$48,039	\$49,837	\$51,640	\$52,572	\$53,498	\$54,267	\$55,080	\$55,907
2	\$50,219	\$52,135	\$53,823	\$54,750	\$55,681	\$56,450	\$57,296	\$58,155
3	\$52,837	\$54,637	\$56,006	\$56,930	\$57,862	\$58,629	\$59,508	\$60,399
4	\$55,891	\$57,691	\$60,364	\$61,294	\$62,226	\$62,994	\$63,939	\$64,898
5	\$57,635	\$59,439	\$62,547	\$63,477	\$64,406	\$65,174	\$66,155	\$67,144
6	\$59,382	\$61,185	\$64,728	\$65,660	\$66,589	\$67,356	\$68,366	\$69,393
7	\$61,577	\$63,382	\$67,363	\$68,292	\$69,657	\$70,428	\$71,482	\$72,556
8	\$64,194	\$65,993	\$71,725	\$72,654	\$74,022	\$74,791	\$75,912	\$77,051
9	\$68,559	\$70,358	\$76,092	\$77,019	\$78,383	\$79,149	\$80,338	\$81,542
10	\$77,683	\$79,722	\$85,769	\$86,919	\$88,616	\$89,392	\$90,733	\$92,093

A nurse with fifteen (15) cumulative years of service in the Falmouth Public Schools who notifies the Committee of their intent to retire under the Massachusetts Retirement System at any time during the school year or at the end of the school year shall receive twenty-five dollars (\$25) per day for any unused sick leave in excess of one hundred (100) days up to a maximum of seventeen hundred and fifty dollars (\$1,750).

A nurse with twenty (20) cumulative years of service in the Falmouth Public Schools who notifies the Committee of their intent to retire under the Massachusetts Retirement System at any time during the school year or at the end of the school year shall receive twenty-five dollars (\$25) per day for any unused sick leave in excess of one hundred (100) days up to a maximum of two thousand dollars (\$2,000).

A nurse with twenty-five (25) cumulative years of service in the Falmouth Public Schools who notifies the Committee of their intent to retire under the Massachusetts Retirement System at any time during the school year or at the end of the school year shall receive twenty-five dollars (\$25) per day for any unused sick leave in excess of one hundred (100) days up to a maximum of two thousand two hundred and fifty dollars (\$2,250).

The number of sick days will be determined on June 1 of the final year of service and will be paid by July 31.

A nurse who is the building representative on the Health and Safety Committee shall receive the stipend listed in the Unit A Contract.

Nurses will be paid bi-weekly.

APPENDIX A-2
FEA UNIT D – NURSES SALARY SCHEDULE
2020 – 2021 (2%)

Step	B	B+30	M	M+15	M+30	M+45	M+60	Doc
1	\$49,000	\$50,833	\$52,673	\$53,623	\$54,568	\$55,352	\$56,182	\$ 57,025
2	\$51,224	\$53,178	\$54,900	\$55,845	\$56,794	\$57,579	\$58,442	\$59,319
3	\$53,894	\$55,730	\$57,126	\$58,069	\$59,019	\$59,802	\$60,699	\$61,607
4	\$57,009	\$58,844	\$61,571	\$62,520	\$63,470	\$64,254	\$65,218	\$66,196
5	\$58,787	\$60,628	\$63,798	\$64,747	\$65,694	\$66,478	\$67,478	\$68,487
6	\$60,569	\$62,409	\$66,022	\$66,974	\$67,921	\$68,704	\$69,734	\$70,780
7	\$62,809	\$64,649	\$68,710	\$69,658	\$71,051	\$71,836	\$72,912	\$74,007
8	\$65,478	\$67,313	\$73,159	\$74,107	\$75,502	\$76,287	\$77,430	\$78,592
9	\$69,930	\$71,765	\$77,613	\$78,560	\$79,951	\$80,732	\$81,945	\$83,173
10	\$79,237	\$81,317	\$87,484	\$88,657	\$90,388	\$91,180	\$92,548	\$93,935
11	\$80,821	\$82,943	\$89,234	\$90,430	\$92,196	\$93,004	\$94,398	\$95,814

A nurse with fifteen (15) cumulative years of service in the Falmouth Public Schools who notifies the Committee of their intent to retire under the Massachusetts Retirement System at any time during the school year or at the end of the school year shall receive twenty-five dollars (\$25) per day for any unused sick leave in excess of one hundred (100) days, up to a maximum of seventeen hundred and fifty dollars (\$1,750).

A nurse with twenty (20) cumulative years of service in the Falmouth Public Schools who notifies the Committee of their intent to retire under the Massachusetts Retirement System at any time during the school year or at the end of the school year shall receive twenty-five dollars (\$25) per day for any unused sick leave in excess of one hundred (100) days, up to a maximum of two thousand dollars (\$2,000).

A nurse with twenty-five (25) cumulative years of service in the Falmouth Public Schools who notifies the Committee of their intent to retire under the Massachusetts Retirement System at any time during the school year or at the end of the school year shall receive twenty-five dollars (\$25) per day for any unused sick leave in excess of one hundred (100) days, up to a maximum of two thousand two hundred and fifty dollars (\$2,250).

The number of sick days will be determined on June 1 of the final year of service and will be paid by July 31.

A nurse who is the building representative on the Health and Safety Committee shall receive the stipend listed in the Unit A contract.

Nurses will be paid bi-weekly.

APPENDIX A-3
FEA UNIT D – NURSES SALARY SCHEDULE
2021-2022 (2.5%)

Step	B	B+30	M	M+15	M+30	M+45	M+60	Doc
1	\$50,225	\$52,104	\$53,990	\$54,964	\$55,932	\$56,736	\$57,586	\$58,451
2	\$52,504	\$54,508	\$56,272	\$57,241	\$58,214	\$59,019	\$59,903	\$60,802
3	\$55,241	\$57,123	\$58,554	\$59,521	\$60,495	\$61,297	\$62,216	\$63,147
4	\$58,434	\$60,315	\$63,111	\$64,083	\$65,057	\$65,860	\$66,848	\$67,851
5	\$60,257	\$62,144	\$65,393	\$66,365	\$67,336	\$68,140	\$69,165	\$70,199
6	\$62,083	\$63,969	\$67,673	\$68,648	\$69,619	\$70,421	\$71,477	\$72,550
7	\$64,379	\$66,266	\$70,427	\$71,400	\$72,827	\$73,632	\$74,735	\$75,858
8	\$67,114	\$68,996	\$74,988	\$75,959	\$77,390	\$78,194	\$79,366	\$80,556
9	\$71,679	\$73,559	\$79,554	\$80,524	\$81,950	\$82,750	\$83,994	\$85,252
10	\$81,218	\$83,350	\$89,671	\$90,873	\$92,648	\$93,459	\$94,861	\$96,283
11	\$82,842	\$85,017	\$91,465	\$92,691	\$94,501	\$95,329	\$96,758	\$98,209

A nurse with fifteen (15) cumulative years of service in the Falmouth Public Schools who notifies the Committee of their intent to retire under the Massachusetts Retirement System at any time during the school year or at the end of the school year shall receive twenty-five dollars (\$25) per day for any unused sick leave in excess of one hundred (100) days, up to a maximum of seventeen hundred and fifty dollars (\$1,750).

A nurse with twenty (20) cumulative years of service in the Falmouth Public Schools who notifies the Committee of their intent to retire under the Massachusetts Retirement System at any time during the school year or at the end of the school year shall receive twenty-five dollars (\$25) per day for any unused sick leave in excess of one hundred (100) days, up to a maximum of two thousand dollars (\$2,000).

A nurse with twenty-five (25) cumulative years of service in the Falmouth Public Schools who notifies the Committee of their intent to retire under the Massachusetts Retirement System at any time during the school year or at the end of the school year shall receive twenty-five dollars (\$25) per day for any unused sick leave in excess of one hundred (100) days, up to a maximum of two thousand two hundred and fifty dollars (\$2,250).

The number of sick days will be determined on June 1 of the final year of service and will be paid by July 31.

A nurse who is the building representative on the Health and Safety Committee shall receive the stipend listed in the Unit A contract.

Nurses will be paid bi-weekly.

Position	2019-20	2020-21	2021-22
Nurse Coordinator, K-12	\$3,911	\$3,989	\$4,089
Nurse Coordinator for Seashore	\$3,911	\$3,989	\$4,089