

**Memorandum of Agreement
Between the
Barnstable Teachers Association
Paraprofessional Unit
And the
Barnstable School Committee**

This Agreement is between the Barnstable Teachers Association, Paraprofessional Unit (Association), and the Barnstable School Committee (Committee). This Agreement is subject to ratification by both parties.

All changes are effective September 1, 2020 unless otherwise stated. Changes effective prior to ratification shall be implemented retroactive to September 1, 2020.

I. Term of the Contract

- A one-year term
 - September 1, 2020 through August 31, 2021

II. Modify Article 3 (Grievance Procedure) as follows:

- Article 3 H Level Four (Arbitration)

In the event that the grievance shall not have been satisfactorily resolved at Level Three, or in the event that no decision has been rendered within ten (10) school days after the Level Three meeting, the Association may refer in writing within ten (10) school days of the disposition under Level Three, the unsettled grievance to arbitration, provided, however, that only grievances that involve the interpretation, meaning or application of this Agreement shall be subject to arbitration. The Arbitrator shall be selected by ~~agreement between the parties. If the parties are unable to agree upon an arbitrator within ten (10) school days of the receipt by the School Committee of the Association's intention to proceed to arbitration, the selection shall be made by~~ the American Arbitration Association, in accordance with its rules and regulations. The fees and expenses of the Arbitrator shall be shared equally by the parties.

III. Modify Article 4 (Salaries) as follows:

- A. If possible, salaries will be paid in twenty-one (2021) equal payments. Paid Compensation Days will be paid in a separate check in June.
C. Paraprofessionals shall be given the option of receiving their pay over either 10 months(20 21 paychecks) or 12 months (26 paychecks). (See Appendix A.)

IV. Modify Article 6 (Working Conditions) as follows:

- C. Paraprofessionals who work a ~~continuous~~ workday of six (6) hours or more shall be provided with a fifteen (15) minute paid on call relief period during the morning and a fifteen (15) minute paid on call relief period during the afternoon. Relief periods may not be scheduled within the first or last hour of the paraprofessional's workday.

V. Modify Article 7(B) (Assignment) as follows:

- In the event that a Paraprofessional is assigned by an administrator to substitute for an administrative assistant, an absent teacher, to cover a classroom when the teacher is otherwise occupied in the building, the Paraprofessional shall receive additional compensation as follows: \$50 for every 3 hours accrued. Any coverage time of 15 minutes or more counts towards accrual. A mutually-agreed upon system for tracking accruals has been determined by the Parties and outlined in Appendix C. At the end of the school year, any accrued time less than three hours will be paid within two weeks of the close of the school year at a rate of \$4.17 per 15 minutes.

VI. Add Article 7(C) as follows:

- In the case of an involuntary move of the employee workspace, the district shall provide the employee with all necessary resources (i.e. boxes, tape) and an appropriate amount of contractual time, as determined by the principal, to pack/unpack. The employee will not be responsible for physically moving materials from one's workspace to the new assignment within the building or district.

VI. Omit Article 14(B) and replace with the following:

- All employees shall be allowed a period of no more than five (5) consecutive school days' leave without loss of pay or sick leave for purposes of bereavement. At the discretion of the Superintendent or his/her designee, an employee will be allowed additional leave for the purposes of bereavement.

VII. Add an new Article 14(H) as follows:

- An employee who is pregnant may use available paid sick leave for a period not to exceed the period or periods of the employee's incapacity or twelve weeks, whichever is longer. As used in this paragraph, "incapacity" means inability to work due to pregnancy or childbirth.

treatment therefore, or recovery therefrom. It is understood by the parties that sick leave is included in the outside limit of leaves provided in this section.

VIII. Modify Article 15(A), 4 and 5 as follows:

- 4. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of four (4) members — two (2) members shall be designated by the School Committee to serve at its discretion; and two (2) members shall be designated by the Association to serve at its discretion. The Sick Leave Bank Committee shall determine the eligibility for the use of the Bank and the amount of leave to be granted. If there is a tie vote the decision will be **against for** the applicant
- 5. When the number of days in the Sick Leave Bank reaches **twenty-five (25), sixty (60)** all employees covered by this Agreement who have completed their 25th month of employment will be assessed an additional day which will be deducted from their annual sick leave.

A calendar of Sick Bank Committee meetings will be published by September 15 each year.

IX. Modify Article 17 (Paid Compensation Days) as follows:

- Paid Compensation Days will be based on entitlement of the employee' s time in the Bargaining Unit. All Paraprofessionals shall be entitled to Paid Compensation Days as follows on the 21st- **22nd** paycheck of the school year, according to the chart below:

Completion of: 0- 1 year: prorated based on month of hire*, up to 5.

1- 3 years: 5

4 years: 6

5 years: 7

6 years: 8

7 years: 9

8 years: 10

9 years: 11

10 years+: 12

* hired Aug/Sept: 5; Oct/ Nov: 4; Dec/ Jan: 3; Feb/ March: 2; April/ May: 1

X. Add Article 19 new second paragraph as follows:

- Employees will be alerted by phone call in instances of weather cancellations and delays. The notification will be made by no later than

6:00am. Employees will report to work with the same prorated schedule as students with delayed weather openings and leave work after parent pick-up and all buses have left during early release due to weather.

XI. Modify Article 25 (Job Descriptions and Evaluation Instruments) as follows:

- Eliminate paragraph A.
- Ratify all draft job descriptions, including Elementary Library and Technology Assistants.
- Modify current paragraph (B) to read: B-Once the job descriptions from the joint labor-management committee of 2018 are ratified, F form a committee of Administration and Association members to review the evaluation documents and procedures for the various roles within the Paraprofessional Unit and after no fewer than five (5) meetings in a period of four months during the school year, by May 1, 2019, make non-binding recommendations to the parties for consideration during the next negotiation period or sooner.

XII. Modify Article 26 to add \$400 to all longevity amounts

- Years of Service in Barnstable
 - After 10 years ~~\$1,000~~ \$1,400
 - After 15 years ~~\$1,075~~ \$1,475
 - After 20 years ~~\$1,275~~ \$1,675
 - After 25 years ~~\$1,500~~ \$1,900
 - After 30 years ~~\$1,600~~ \$2,000

XIII. Modify Appendix A (Salary Schedule) as follows:

- 1% COLA for 2020-2021
- Remove the following language:
 - ~~*COTAs employed at the time of ratification will be paid at their current rate until they would be entitled to be paid at a higher rate according to the foregoing salary schedule.~~
 - ~~Change in Working Conditions: In consideration of the bargaining unit members' Joint Labor Management Committee that is set to revise job descriptions to impact working conditions, on the 91st day of 2019-20 school year the Paraprofessional Salary Scale in Appendix A shall receive a 2% base pay increase.~~

- Modify the following language:
 - Employees shall be given the option of receiving their pay over either 10 or 12 months in accordance with the following provisions:
 1. Paraprofessionals will be given the choice during the annual benefit open enrollment to make an election for the following school year of 2021 or 26 equal wage payments.
 2. 2021-payments will be the default payment schedule. All new hires both at the start and mid- year will be enrolled in the 20 payment schedule.
 3. Both the 2021 and 26 payment schedules will commence the first check date in September of the annual payroll calendar as published and modified as needed by the Town Treasurer' s office.
 4. An employee' s prior year election remains in effect year to year if no action is made during the open enrollment window.
 5. Paid Compensation Days will be paid for both 2021 and 26 payment schedules on the payroll closest to the 21st22nd payment but no later than June 30th.
 6. Payment cycle elections are non-revocable. Mid-year position changes are not a qualifying event to change payment schedule.
 7. Payroll deductions of Health, Life, Dental and Retirement contributions will be modified to the employee' s payment election. All other deductions will remain on a 2021 deduction cycle or as deemed necessary by the Treasurer' s Office.
- Modify “Professional Wage Payment Option Form” to reflect 21 installments.

XIV. Library and Technology Assistant

- With respect to caseload and wages for Library and Technology Assistant the parties agree as follows:
 - For the 2020-2021 school year, the District will maintain current schedules and assignments for Library and Technology assistants. The District will also maintain the current wage rate equivalent to Instructional Assistants (See Appendix A).
 - Beginning on July 1, 2021 the District will revert back to caseloads for Library and Technology Assistants equal to one-half (½) of a regular homeroom (i.e. if a homeroom has twenty-four students, a library and/or Technology student will be assigned twelve students from that homeroom at one time). Library and Technology Assistants will be compensated at the wage set for Library and

Technology Assistants (and Personal Care Assistants) (See Appendix A).

The Association and the Committee hereto duly execute this Agreement by respective signatures of their authorized representatives, contingent upon ratification by both parties, on this the _____ day of _____, 2021.

For the Committee

For the Association

Mike Judge, Chairperson

Brooke Styche, President

**Memorandum of Agreement
Between
The Barnstable Public Schools
And
The Barnstable Teachers Association, Paraprofessionals Unit**

This Memorandum of Agreement is made between the Barnstable Public School District School Committee (the District) and the Barnstable Teachers Association, Paraprofessionals Unit (BTA).

Background

On December 1, 2020 the parties met for the purpose of bargaining a successor collective bargaining agreement. During the bargaining session, the parties were able to reach a tentative agreement for a collective bargaining agreement applicable to the 2020-2021 school year. As part of the agreement, the parties agreed to terms and conditions related specifically to Library and Technology Assistants, which, for practical purposes, will not take effect until the beginning of the 2021-2022 school year.

Terms of Agreement

- 1.) Subject to actual ratification of a 2020-2021 agreement by both parties, the District agrees that it will not offer any substantive proposals pertaining to the caseload and/or related wage adjustments for Library and Technology Assistants as part of its proposal package for a successor agreement to the 2020-2021 agreement.
- 2.) The BTA will withdraw the currently pending Department of Labor of Relations unfair practice charge pertaining to the issue of Library and Technology Assistants caseloads and assignment (MUP 18-6926).

For the Committee

For the Association

Meg Mayo-Brown, Superintendent

Brooke Styche, President