

**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, 2021, unless otherwise stated. Changes effective prior to ratification will be implemented retroactive to September 1, 2021

Duration, Effective Dates, and Recognition

- I. All changes are effective September 1, 2021, unless otherwise stated. Changes effective prior to ratification will be implemented retroactive to September 1, 2021

Article 28: Except where otherwise provided, the provisions of this Agreement will be effective as of September 1, ~~2017~~ 2021 and will continue and remain in full force and effect through August 31, ~~2020~~ 2024 and shall be automatically renewed from year to year unless by October 15, ~~2019~~ 2023 either party notifies the other in writing of its desire to terminate this Agreement.

On cover: Effective September 1, ~~2017~~ 2021

- II. Article 1, C The Parties agree the recognition clause will align with the job descriptions in regards to qualifications for employment.

Financial

- III. Modify Appendix A:

Hourly Rates:

Effective July 1, 2021: increase all rates by \$2 per hour

Effective July 1, 2022: increase all rates by \$2 per hour

Effective July 1, 2023: increase all rates by \$2 per hour

- IV. Article 14, add I: Any employee with five or more years of service in Barnstable who has no absences during a marking term will be entitled to a \$100 per marking term attendance incentive (for a total of up to \$400 for the year). Each payment will be paid within 15 school days of the end of the marking term. Neither an approved

professional development day nor a day of jury duty for which an employee is summoned will constitute an absence for purpose of the attendance incentive plan.

- V. Article 15, B. If Paraprofessionals have unused accumulated sick days when leaving the employment of the district, they shall be compensated for these days as follows:

After 10-14 years of service:

~~Year 1 of the contract: 25% of accumulated days at \$25 per day~~

~~Year 2 of the contract: 28% of accumulated days at \$20 per day~~

~~Year 3 of the contract: 23% of accumulated days at \$23 per day~~

\$25 per day

After 15-19 years of service:

~~Year 1 of the contract: 16% of accumulated days at \$16 per day~~

~~Year 2 of the contract: 21% of accumulated days at \$21 per day~~

~~Year 3 of the contract: 26% of accumulated days at \$26 per day~~

\$30 per day

After 20 or more years of service:

~~Year 1 of contract: 20% of accumulated days at \$20 per day~~

~~Year 2 of contract: 25% of accumulated days at \$25 per day~~

~~Year 3 of contract: 30% of accumulated days at \$30 per day~~

\$35 per day

- VI. Article 16. Add Juneteenth to the list of holidays.

Add: June 19th shall be a recognized paid holiday if the observance of Juneteenth falls before the end of the school year. If June 19th is a Saturday, it will be observed Juneteenth on the preceding Friday. If June 19th is a Sunday, it will be observed Juneteenth on the following Monday. For purposes of Juneteenth, Instructional Assistants will be 12-month employees and will be paid for Juneteenth regardless of the end of the school year.

- VII. Article 17: 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 22nd paycheck of the school year, according to the chart below, unless retiring during the school year and then the Paraprofessional will be paid the appropriate days for the years completed with their final paycheck from the district.

- VIII. Add to Appendix A:

As soon as the district recognizes an overpayment of wages and/or benefits to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the district shall notify the employee in writing (email) of the overpayment and the amount of wages and/or benefits to be repaid.

For purposes of recovering overpayments by payroll deduction, the following shall apply:

(A) The employee and the district shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification (email).

(B) If there is no mutual agreement at the end of the thirty (30) day calendar period the district shall implement the repayment schedule stated in Section (C) of this Article.

(C) If the overpayment amount to be repaid is more than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in monthly amounts not exceeding five percent (5%) of the employee's base salary. If an overpayment is less than five percent (5%) of the employee's regular monthly salary base, the overpayment shall be recovered in a lump sum deduction from the employee's next paycheck. If an employee leaves district employment before the district fully recovers the overpayment, the remaining amount may be deducted from the employee's final check(s).

(D) Notwithstanding the above, Section (A), (B), and (C) of this Article shall not apply to payroll adjustments necessitated by a discrepancy between actual hours of paid time versus hours projected for payroll purposes from one pay period to another. For example, if an employee utilizes leave without pay near the end of a month but is paid for such time because leave without pay was not anticipated at the payroll cutoff date for that month, the employee's pay and benefit entitlements may be adjusted on the following month's paycheck.

(E) An employee who disagrees with the district determination that an overpayment has been made to the employee may dispute the determination in writing to the Superintendent within thirty (30) calendar days as stated in Section (A) of this Article.

(F) Nothing in this article shall preclude a mutual agreement between the parties for immediate restitution (repayment).

(G) This Section does not waive the district's right to pursue other legal procedures and processes to recoup an overpayment of wages made to an employee at any time

Working Conditions

- IX. Article 6, A. Paraprofessionals may be required to work one week prior to students' arrival and one week after the school year. The hours to be worked shall be set forth in a notice of intention to rehire to be mailed, if possible, by June 15, but no later than the close of the school year. Paraprofessionals will be paid at their hourly rate for work prior to or after the close of the school year. Any Paraprofessional hired during the school year will be given access to the same training provided in the summer within their first 30 calendar days of employment. The work year for Paraprofessionals shall consist of the school year for students (based on each employee's weekly work schedule), plus two days before the start of the school year, plus one professional development day if teachers are offered a professional development day. Within that work year and weekly work schedule, the weekly load (hours) for Paraprofessionals shall not be reduced on account of in-service days or on partial days. However, the Committee reserves the right to modify schedules based upon need, and decisions relative to scheduling shall be final and not subject to the grievance procedure. Any Paraprofessional hired during the school year will be given access to the same training provided in the summer within their first 30 calendar days of employment.

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 half hour of the paraprofessional's workday. If a member's daily schedule does not allow for a relief period(s) or a lunch, they will alert the building principal.

Article 6, E. Paraprofessionals who volunteer to attend faculty or staff meetings outside of their contracted hours will obtain approval from their supervisor and will be paid at their hourly rate.

- X. Article 7, B: In the event that a Paraprofessional is assigned by an administrator to substitute for an administrative assistant, an absent teacher, ~~or~~ to cover a classroom when the teacher is otherwise occupied in the building, or for another Paraprofessional on a higher pay scale, 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.

C: A Paraprofessional may volunteer for positions outside of their building (to another BPS school) when a need exists, if prior approval of each school's principal or designee is obtained. The Paraprofessional will be paid pursuant to Article 7, B.

All Instructional Assistants hired prior to May 1, 2022 may volunteer for positions outside of their building (to another BPS school) when a need exists, if prior approval of each school's principal or designee is obtained. Volunteer list and protocols will be effective September 1, 2022. All Instructional Assistants hired on or after May 1, 2022, will be classified as district employees for purposes of location assignment. The parties agree to revise job descriptions and postings to reflect the change to district status.

Each time a volunteer moves buildings to substitute, they will be compensated a flat rate of \$35 per day, in addition to applicable provisions of Article 7, B.

Volunteer lists will be updated annually by May 1. For the first year of this contract, June 1, due to ratification timeline.

The employee will not be required to work beyond their normal contractual day. If, however, the employee volunteers to work beyond their contractual day in the new temporary assignment, prior approval will be required by the principal or designee of the building where the paraprofessional is substituting. Pay will be pursuant to Article 7, B or hourly rate for a Paraprofessional moving from one location to another but staying in their job role.

The Parties agree to create a joint labor management committee to assess the efficacy of the new volunteer procedures and their impact on staffing.

D. When a paraprofessional is substituted into an IA role, they will not be required to perform the following duties and responsibilities: home training, ABA data collection, ACE online program, or parent communications.

E. A long-term placement will be considered 30 consecutive days or more. If additional physical management training is required to fulfill the long-term role, the employee will be trained prior to working with students.

F. When a Paraprofessional is hired as a long term sub for a Licensed Employee, the Paraprofessional will retain their payroll status as a Paraprofessional and will be paid pursuant to the accrual system in Article 7, B.

- XI. Article 25, B: 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 beginning in October 2022, if adjustments to the job descriptions need to be made, those can also be presented with the evaluation documents in a period of four months during the school year, make non-binding recommendations to the parties for consideration by March 2023 for use in the 2023-24 school year. -during the next negotiation period or sooner.
- XII. Article 20 Agency Fee and Dues Deduction

Delete Section A

Add: In accordance with M.G.L Ch. 66 § 10B, the Employer shall provide a list of all bargaining unit members to the Association by November 15th and May 15th of each year. The list shall include each unit member's name, job title/assignment, work site location, home address, work telephone number, home and personal cellular telephone number, work email address and personal email address. The Employer shall not disclose to third parties the date of birth, home address, personal email address, home telephone number, or cellular telephone number of any employee, or member of the employee's family, as well as bargaining units and groupings of employees and emails or other communications between employee organizations and their members as the information is not a "public record" and are prohibited from disclosure.

In accordance with M.G.L. Ch 150E Section 5A. The Employer shall provide the Association access to members of the bargaining unit. This shall include, but not be limited to, the right to meet with newly hired employees, without the charge to pay or leave time of the employees, for a minimum of thirty (30) minutes, not later than ten (10) calendar days after the date of hire, during new employee orientations or, if the employer does not conduct a new employee orientation, at individual group meetings scheduled by the Association. The Employer shall notify the Association by email of hiring decisions no later than ten (10) calendar days after the date a prospective employee accepts an offer of employment, and shall provide the Association, in spreadsheet form, the new employee's contact information with includes the employee's name, job title/assignment, worksite location, home address, work telephone numbers, home and personal cellular telephone numbers, date of hire, work email address and personal email address.

- XIII. Include all language from the one-year MOA ratified December 2020 by the BTA and January 2021 by the School Committee. And update Personal Day/Temporary Leave Form accordingly.

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 _____, 2022.

For the Committee

For the Association

Mike Judge, Chairperson

Brooke Styche, BTA President