

**Agreement
Between**

THE TOWN OF BARNSTABLE SCHOOL COMMITTEE

and

THE PARAPROFESSIONAL UNIT

of the

BARNSTABLE TEACHERS ASSOCIATION

Effective September 1, 2021

TABLE OF CONTENTS

| | |
|---|----|
| Article 1 Recognition | 3 |
| Article 2 Negotiation Procedure | 3 |
| Article 3 Grievance Procedure | 3 |
| Article 4 Salaries | 5 |
| Article 5 Placement on Salary Schedule | 5 |
| Article 6 Working Conditions | 6 |
| Article 7 Assignment | 6 |
| Article 8 Vacancies and Transfer | 7 |
| Article 9 Evaluation | 8 |
| Article 10 Employee Performance Standards | 8 |
| Article 11 Employee Rights and Obligations..... | 8 |
| Article 12 Travel Allowance | 9 |
| Article 13 Professional Development | 9 |
| Article 14 Leaves | 9 |
| Article 15 Sick Bank and Sick Day Buy Back..... | 11 |
| Article 16 Holidays | 12 |
| Article 17 Paid Compensation Days | 12 |
| Article 18 Other Benefits | 12 |
| Article 19 School Cancellations | 13 |
| Article 20 Agency Fee and Dues Deduction | 13 |
| Article 21 Reduction in Force | 13 |
| Article 22 Committee Rights | 15 |
| Article 23 Duplication of Contract | 15 |
| Article 24 Severability | 15 |
| Article 25 Job Descriptions and Evaluation Instruments | 15 |
| Article 26 Longevity Pay | 16 |
| Article 27 Instructional Assistants | 16 |
| Article 28 Duration | 16 |
| Appendix A Salary Schedule | 18 |
| Appendix B BTA/BSC Medical Relief Fund | 20 |
| Paraprofessional Wage Payment Option Form | 21 |
| Appendix B BTA/BSC Medical Relief Fund | 22 |
| Appendix C Substitute for AA or Teacher Report of Hours Form..... | 23 |
| Personal Days/Temporary Leaves Form | 24 |

AGREEMENT

This Agreement is made between the School Committee of Barnstable (hereinafter referred to as the "Committee") and the Barnstable Teachers Association (hereinafter referred to as the "Association").

Article 1 Recognition

A. The Committee recognizes the Association as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and other conditions of employment of all regular school assistants, teacher assistants, library assistants, personal care assistants, instructional assistants, technology assistants, certified occupational therapy assistants, certified physical occupational therapy assistants, and certified speech language assistants (hereinafter referred to as "Paraprofessionals") employed by the Committee, excluding all other employees.

B. School assistants as defined in this Agreement are those in which clerical or other assistance is provided to professional staff. A high school diploma is a minimum educational requirement for said positions. These positions will not require more than one half time in direct support of the professional staff in their primary duties.

C. Teacher assistants, library assistants, instructional assistants, technology assistants, certified occupational therapy assistants, certified physical occupational therapy assistants, certified speech language assistants and some personal care assistants (based on instructional responsibilities) as defined herein are those which require more than one half the time directly assisting students as their primary duties. One year of college education is necessary to meet the academic requirement for PCA and TA positions. All employees in the Bargaining Unit with the exception of school assistants, are considered "instructional paraprofessionals" under No Child Left Behind (NCLB). School assistants, and some personal care assistants (based on the lack of instructional responsibilities) are considered "non-instructional paraprofessionals."

D. If a new position is created or if the duties of an existing position are changed, the parties shall discuss the appropriate unit placement of that position.

E. It is understood that all of the masculine gender in pronouns or adjectives shall apply equally to female employees in the Bargaining Unit.

Article 2 Negotiation Procedure

A. Not later than October 15 of the calendar year preceding the expiration of this Agreement the Committee and the Association agree to enter into negotiations for a successor Agreement.

B. Any Agreement reached between the Committee and the Association will be reduced to writing and will be signed by the Committee and the Association.

C. If the negotiations reach an impasse the procedure set forth in Massachusetts General Laws Chapter 150E, Section 9, will be followed.

Article 3 Grievance Procedure

A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may from time to time arise affecting the welfare or working conditions of Paraprofessionals. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. A grievance is hereby defined as a dispute involving the interpretation, meaning or application of any of the provisions of this Agreement.

C. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits to the aggrieved party shall permit the aggrieved party to proceed to the next step.

D. 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, provided that any time limits may be extended by mutual consent.

E. Nothing herein contained will be construed as limiting the right of any Paraprofessional having a grievance to discuss the matter informally with any of his/her supervisors or appropriate members of the administration, and having the grievance adjusted without intervention by the Association, provided the adjustment is not inconsistent with the terms of this Agreement, and the Association has been given the opportunity to be present at such adjustment and state its views.

F. No reprisals of any kind shall be taken by any party to this Agreement against any party in interest, any witness, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

G. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant(s). Unless requested to do otherwise by the Paraprofessional in question, any documents, communications and records dealing with the processing of grievances will be kept in strictest confidence and will not be made available to potential employers or others inquiring about said employee(s).

H. Procedure

Level One

A Paraprofessional having a grievance shall, with or without a representative of the Association, discuss it with his/her immediate supervisor and/or the principal within ten (10) school days of the date on which the Paraprofessional had knowledge or reasonably should have had knowledge of the occurrence of the event upon which the grievance is based. Any meeting with reference to the above normally shall be held during non-school hours. It is understood that the Association may file any grievance at Level One with or without the Paraprofessional involved.

Level Two

In the event that the grievance shall not have been satisfactorily resolved at Level One, or in the event that no decision has been reached within ten (10) school days after presentation of the grievance to the immediate supervisor and/or principal, the grievance shall be reduced to writing and referred to the Superintendent, or his/her designee, by the aggrieved employee or by the Association within five (5) school days of the disposition under Level One. The Superintendent, or his/her designee, shall represent the School Committee at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance by the Superintendent or his/her designee, the Superintendent or his/her designee shall meet with the aggrieved employee and the designated representative of the Association in an effort to settle the grievance.

Level Three

In the event that the grievance shall not have been satisfactorily resolved at Level Two, or in the event that no decision has been rendered within ten (10) school days after the level Two meeting, the grievance shall be referred in writing within ten (10) school days of the disposition under Level Two to the School Committee. At its next regular School Committee meeting, the Committee shall meet with the Association in an effort to settle the grievance. If a special meeting is requested, it shall be held as soon as possible, but in no event, later than two (2) weeks after it has been requested.

Level Four

1. 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 in interpretation, meaning or application of this Agreement shall be subject to arbitration. The Arbitrator shall be selected by the American Arbitration Association in accordance with its rules and regulations. Both parties shall share the fees and expenses of the Arbitrator equally.

2. The decision of the Arbitrator shall be final and binding on the Committee, the Association, and any individual involved, provided that the Arbitrator shall be without power and authority to modify or alter the terms of this Agreement.

I. In the event a grievance is filed on or after any June 1, which if left unresolved until the beginning of the school year could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as practicable.

J. If by mutual Agreement, a grievance meeting between Association and Committee representatives is scheduled during school hours, individuals necessary to the processing of such grievance shall be released from their normal duties to be present without loss of pay.

K. No employee shall be disciplined or reduced in rank or compensation without just cause. Provided, however, any case involving or resulting in discipline up to and including termination of employment shall not be subject to arbitration either under this section or any other provision of this Agreement. The decision to discipline up to and including termination and the procedures followed may be grieved only through Step Three.

Article 4 Salaries

A. The salaries of all persons covered by this Agreement are set forth in Appendix A.

B. If possible, salaries will be paid in twenty-one (21) 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 (21 paychecks) or 12 months (26 paychecks). (See Appendix A.)

Article 5 Placement on Salary Schedule

All Paraprofessionals shall be placed on the appropriate step of the appropriate salary schedule based upon experience. Paraprofessionals will be granted at least 1 year on the salary scale for every 2 years of relevant experience at the discretion of the Superintendent.

An employee must work a minimum of 100 days of satisfactory service to be eligible for a step increase at the beginning of the following school year.

Credit for previous comparable experience in school systems other than the Barnstable School System may be given at the discretion of the Superintendent.

If a Paraprofessional transfers from one assistant position to another assistant position within the Barnstable School System, s/he will receive full credit for those years of experience.

Article 6 Working Conditions

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.

B. A lunch period equal in length to that of the students shall be provided for all Paraprofessionals. If the lunch is unpaid, the lunch period must be concurrent with the student lunch times and shall be equal in length to the Paraprofessional's daily unpaid minutes. If on call, the Paraprofessional shall be paid for this lunch period. ("On call" is defined as a time when the employee can leave his/her responsibilities to the students and be in a staff-only area or other space in the building, but must remain on the property and be available should they be needed to assist with an unanticipated situation.)

C. Paraprofessionals who work a 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.

D. 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.

Article 7 Assignment

A. Individual written notice shall be sent, if possible by June 15, but no later than the close of the school year regarding hiring for the coming year. Such notice shall indicate the type of position, the location of the assignment, and the number of hours per day and week, if possible. Absent special circumstances permanent Paraprofessional positions shall be in effect for the duration of the school year. Positions not classified as permanent may be eliminated during the school year provided notice of five (5) work days is given by the Committee to the Paraprofessional involved. If a Paraprofessional is not rehired, the reasons shall be given in said notice.

B. 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, 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.

G. 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.

Article 8 Vacancies and Transfer

A. Whenever a vacancy in a Paraprofessional position occurs or a new position is created during the school year, it will be adequately publicized by means of a notice placed on the Association bulletin board in each school as far in advance of the appointment as practicable. During the summer recess period, such notice shall be posted in the Administration Building. In both situations, the qualifications for the position and its rate of compensation will be clearly set forth.

- B. In filling vacancies within the Bargaining Unit, an employee's training, quality of previous work, experience based upon evaluations, experience, ability, suitability, length of service and other relevant factors will be considered.
- C. The procedures set forth in Sections A and B shall apply to all openings for Paraprofessionals in summer school positions.

**Article 9
Evaluation**

- A. All evaluation and observation of the work performed by Paraprofessionals will be conducted openly and with full knowledge of the Paraprofessional. Evaluations of Paraprofessionals will be completed by administrators and/or supervisors.
- B. Paraprofessionals will be notified of their evaluators by October 1.
- C. Yearly Evaluations of Paraprofessionals in accordance with the procedures established by the School Committee will be completed no less than 1 week prior to the end of the school year. The Paraprofessional will have an opportunity to meet with the evaluator to discuss the evaluation, if the Paraprofessional requests.

**Article 10
Employee Performance Standards**

- A. Employees will have the right to review the contents of their personnel file, which shall be in one central location. No material derogatory to an employee's conduct, service, character, or personality will be placed in his/her personnel file unless the employee has had an opportunity to review the material by affixing her/his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy. Medical records maintained by the District, which are also personnel files, shall be kept in separate, confidential files in one central location.
- B. No complaints by individuals such as parents, employees or students may be used to the detriment of the employee unless brought to the attention of the employee at the time it was made or within one (1) week thereafter and the identity of the complainant, if known, shall be made known to the employee.
- C. The Association recognizes the authority and responsibility of the principal for disciplining or reprimanding an employee for delinquency of professional performance. If an employee is to be disciplined or reprimanded by a member of the administration or if the principal has another person present with her/him, s/he will be entitled to have a representative of the Association present.

**Article 11
Employee Rights and Obligations**

- A. Employees covered by this Agreement shall have the right, and shall be protected in the exercise of that right, freely and without fear of penalty or reprisal, to form, join and assist employee organizations, or to refrain from such activity; to hold office in and participate in the management of the Association, to act in the capacity of Association representative; and to engage in other lawful Association and concerted activities for the purpose of collective bargaining or other mutual aid or protection; except that no official of the Town of Barnstable shall participate in the management of the Association or act as its representative if such activity would be incompatible with his or her official duties.
- B. In the exercise of the aforementioned rights, all employees covered by this Agreement shall be free from any and all interference, restraint and coercion, and such employees shall be protected against any discrimination in regard to permanency, promotion or other conditions of employment.

C. Neither the Committee nor the Association will discriminate against any employee covered by this agreement because of race, color, creed, sex, national origin, marital status, age or sexual orientation in accordance with the law.

D. Paraprofessionals will immediately report to their supervisor or building principal in writing all cases of abusive conduct and/or torts suffered by them in connection with their employment. This report will be forwarded to the Assistant Superintendent who will comply with any reasonable request from the Paraprofessional for information in his possession relating to the incident or person involved, and will act as the liaison between the Paraprofessional, the police and the courts.

E. If criminal or civil proceedings are brought against a Paraprofessional alleging that he committed an assault in connection with his employment, the Committee may furnish legal counsel to defend him in such proceedings, if he requests such assistance.

Article 12 Travel Allowance

A travel allowance equal to that allowed other employees of the Barnstable Public Schools will be paid to an employee when his/her immediate supervisor authorizes in writing the use of his/her automobile in the course of employment.

Article 13 Professional Development

A. Paraprofessionals shall be allowed time with no loss of pay to attend workshops, seminars, conferences, or other professional improvement sessions and the Committee will pay the reasonable expenses (including fees, meals, lodging, and/or transportation) incurred by the Paraprofessionals who attend workshops, seminars, conferences, or other professional improvement sessions including in-service training programs where authorized or required in writing to attend by the Superintendent or his/her designee.

B. Paraprofessionals may apply for course reimbursement if courses are taken in a related field with prior written approval of the Superintendent or his/her designee. The maximum course reimbursement will be at the state college tuition rate with a maximum of 2 courses per fiscal year (July 1 to June 30) to a maximum of \$1,000. With the approval of the Superintendent or his/her designee up to \$125.00 per year may be used for workshops, conferences, seminars, or other training opportunities. Where possible, approval should be sought not less than thirty (30) days prior.

Article 14 Leaves

A. Sick Leave. Paraprofessionals shall receive paid sick leave at the rate of 1¼ days per month accumulated up to 150 days effective September 1, 2017. If a Paraprofessional has reached the maximum accumulation of sick leave in accordance with this article, the days to which the Paraprofessional would be entitled which are not credited to the Paraprofessional's sick leave account because of being over such maximum shall be credited to the Sick Leave Bank. If Paraprofessionals have unused accumulated sick days when they leave the school district's employment, those unused sick days (after any sick leave buyback) will be transferred to the Paraprofessionals' Sick Leave Bank. By October 15 of each year the Superintendent or his/her designee will transmit in writing to the president of the Association a list of all Bargaining Unit employees with the amount of each individual's accumulated sick leave. The president of the Association will then make this information available to the employees. Any member of the Bargaining Unit who works less than a regular five-day week shall have his/her sick days prorated accordingly.

B. 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.

C. Excused Leave

1. A Paraprofessional may be granted time off with pay to conduct personal business provided such leave is requested and approved twenty-four (24) hours in advance, in writing except in cases of emergency; for legal, household, family or other personal matters which require absence during working hours. Such personal leave shall not exceed three (3) days in any one school year and is not cumulative from year to year. No further explanation for said personal day will be required. Any member of the bargaining unit who works less than a regular five-day week shall have his/her personal leave prorated accordingly. Unused personal days will be added to the Paraprofessional's sick leave.

2. Up to two (2) days for religious holidays, which require the member not to work, will be granted. This request must be made thirty days before the holiday or in the first week of school if the holiday falls within thirty days of the opening of school.

D. Jury Duty. A Paraprofessional in full-time employment required to serve on Jury Duty may, upon application and presentation of an affidavit of jury pay granted, be paid the difference between his/her regular pay and the jury pay received.

E. Extended Leave of Absence. A Paraprofessional may be granted a leave of absence without pay for good and sufficient reason upon the recommendation of the immediate supervisor and the approval of the Superintendent. During a leave of absence there shall be no accrual of sick leave, vacation leave or seniority. Not less than thirty (30) days' notice is required prior to the effective date of return from, or extension of, such a leave.

If an employee agrees to serve as a teacher he/she shall upon returning to the Bargaining Unit have all previously accrued benefits restored. During the eight (8) weeks of student teaching during which an employee continues to be employed by the Committee, group health insurance coverage shall continue in effect, provided the employee continues to pay his/her share of the monthly premium.

F. Other. Up to four (4) days with pay per contract year may be granted for serious illness requiring attention by the employee for the employee's family as defined in Article XIII-B. In addition, an employee may draw from accumulated sick days to care for a spouse, child, or parent with a "serious health condition" subject to eligibility under the Family Medical Leave Act of 1993 (FMLA). Any member of the bargaining unit who works less than a regular five-day week shall have his/her family illness leave prorated accordingly.

G. Use or Non-use of the above-referenced leave provisions shall not be a factor in the evaluation process. The current evaluation instrument will be modified to change the rating of "attendance" from a point system to "satisfactory" or "unsatisfactory" for attendance, for absences or tardiness not in accordance with leave provisions.

H. An employee who is pregnant may use available paid sick leave for a period not to exceed the period of 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.

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.

Article 15

Sick Bank and Sick Day Buy Back

A. Sick Leave Bank established as follows:

1. Effective September 1, 1984, a Sick Leave Bank for use by Paraprofessionals who have exhausted their own sick leave was established. Each Paraprofessional contributed two (2) days of their unused, accumulated sick leave to start the Bank. The sick bank is for utilization by employees whose own sick leave accumulation, both annual and accumulated, is exhausted through illness or accident and who require additional sick leave to make full recovery from an illness or accident.
2. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty (30) days.
3. Once the thirty (30) days have been exhausted, the period of entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant.
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 for the applicant.
5. When the number of days in the Sick Leave Bank reaches 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.

6. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.
7. The Sick Leave Bank Committee shall consider the following criteria in administering the bank and the amount of leave, if any, to be granted:
 - a. Adequate medical evidence of serious long-term illness.
 - b. Prior utilization of all eligible sick leave
 - c. Length of service in Barnstable School System
 - d. Propriety of use of previous sick leave
8. An applicant must submit to the sick leave bank committee a Certification of Health Care Provider for Employee's Serious Health Condition (U.S. Department of Labor Form WH-380-E as of July 1, 2009) from the applicant's health care provider.

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: \$25 per day

After 15-19 years of service: \$30 per day

After 20 or more years of service: \$35 per day

A Paraprofessional is able to access the Sick Day Buy Back benefit upon retirement, or an employee's estate upon the death of the employee, in accordance with the rules of the recognized retirement system.

All days not qualifying for compensation shall be transferred to the Paraprofessionals Sick Bank.

Article 16
Holidays

The following days in each year shall be holidays. Holidays will be paid based upon each employee's regular daily schedule.

| | |
|------------------------|------------------|
| Presidents' Day | Memorial Day |
| Martin Luther King Day | Labor Day |
| Patriot's Day | Columbus Day |
| Day after Thanksgiving | Veteran's Day |
| Day before Christmas | Thanksgiving Day |
| Christmas | New Year's Day |
| Good Friday | Juneteenth |

In the event that school is in session on a scheduled contractual holiday, employees shall be granted one additional paid holiday for each occurrence.

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.

Article 17
Paid Compensation Days

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.

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

Article 18
Other Benefits

The School Committee will provide hospitalization, life insurance and retirement benefits for Paraprofessionals who regularly work twenty (20) hours or more a week if eligible under any and all current applicable laws.

The Committee agrees that it will not reduce the work schedule of Paraprofessionals to less than twenty (20) hours per week for the purpose of circumventing Chapter 32 and Chapter 32B of the General Laws of Massachusetts.

Insurance - Paraprofessionals shall be eligible for enrollment in such hospitalization and insurance plans as are available for other members of the Association. Eligibility and contribution for such plans shall be governed

by Town Policy. School year (10 month) employees shall have deducted from their pay, prior to the end of the school year, their share of the premium due for the summer months, which shall be spread equally over the contract year.

Assigned work and training provided outside of the regularly scheduled workday will be paid for at not less than the employee's normal contractual rate.

Article 19 School Cancellations

Paraprofessionals who report to work on a school day shall be guaranteed a minimum of three hours of pay at their straight time rate if school is cancelled subsequent to reporting to work.

Employees will be alerted by phone call in instances of weather cancellations and delays. The notification will be made no later than 6:00am. Employees will report to work with the same prorated schedules as students with delayed weather openings and leave work after parent pick-up and all buses have left during early release due to weather.

Article 20 Agency Fee and Dues Deduction

A. 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.

B. The Committee agrees to deduct from the Paraprofessional's salary, dues payments for the Barnstable Teacher's Association, and National Education Association, or any one such Association as Paraprofessionals individually and voluntarily authorize the Committee to deduct and to transmit the monies promptly to such Associations. Paraprofessional authorizations will be in writing in the form set forth as the Barnstable Teachers' Association Dues Authorization Card.

Article 21 Reduction in Force

A. It is recognized that the Superintendent has the sole and exclusive right to eliminate Paraprofessional staff consistent with the law and with contractual obligations with Barnstable Teachers Association.

B. When a reduction in Paraprofessional staff is necessary because of a decrease in student enrollment, changes in curriculum, shortage of funds, changes in use of instructional personnel, or for other reasons approved by Administration, the Superintendent shall determine the area, subject, level or programs that will lose staff positions.

C. Paraprofessional employees of the Barnstable Public Schools will be dismissed by level according to seniority:

1. Seniority within group levels as follows:
 - a. Level A: School Assistants
 - b. Level B: Teacher Assistants
 - c. Level C: Library Assistants
 - d. Level D: Technology Assistants
 - e. Level E: Personal Care Assistants
 - f. Level F: Instructional Assistants
 - g. Level G: Certified Occupational Therapist Assistants
 - h. Level H: Certified Physical Therapist Assistants
 - i. Level I: Certified Speech Language Assistant

D. A Paraprofessional employee would retain her/his continuous years of service in Barnstable in their designated Paraprofessional level, the level at which they are currently working. In a reduction in force situation seniority shall be defined as years of continuous service in the bargaining unit and bumping rights shall be first applied to their current designated group level. The least senior person in a designated group level may exercise bumping rights into another group level in which (s)he has had experience in Barnstable.

E. Dismissal of Paraprofessional staff within a level due to reduction in force will be based on length of continuous service in Barnstable provided there is no significant difference in quality of performance. Thereafter, the Superintendent or his/her designee shall consider both performance and seniority. In the absence of a significant difference in performance during the past three (3) years, as determined by the Superintendent or his/her designee, seniority shall be the determining factor. The question as to whether there is a significant difference in performance may be grieved up to and including level 3 of the grievance procedure and shall not be subject to arbitration.

F. Dismissals due to reduction in force will be proceeded by notice prior to June 15 or sooner, if possible.

G. In the event of a Reduction in Force, Paraprofessionals with two (2) or more years of continuous service as Paraprofessionals for the Barnstable Public Schools who desire to retain recall rights for up to one (1) year may do so. Such period shall be treated as an involuntary leave of absence without pay. During such period Paraprofessionals may elect to continue insurance coverage by paying the full premium to the Finance Director on a timely basis. At the time of the notification of Reduction in Force, if two (2) or more employees in a group are laid off at one time, the Committee shall state the relative ranking for purposes of recall. Recall shall be in reverse order of layoff.

H. For Reductions in Force to take effect prior to the next school year, absent special circumstances, the Superintendent shall notify employees to be laid off no more than thirty (30) days after the legalization of the budget or by the last day of the school year, whichever occurs later. For Reductions in Force to take effect during the school year, the Committee shall notify employees to be laid off a minimum of thirty (30) calendar days prior to the effective date of the layoff.

I. Upon request of the Association, a list of those on layoff with recall rights by group level will be provided. If a vacancy arises between September 1 and the last day of school for students, the Association shall notify all employees on layoff in the affected group of said vacancy so that they may indicate an interest in being recalled to work. Failure to notify the Superintendent or his/her designee, of such an interest within seven (7)

calendar days after the vacancy is posted on the Association bulletin board will result in a loss of all recall rights. If a vacancy arises between the close of school and August 31, the Association will be notified, and shall notify all employees on layoff in the affected group of said vacancy as set forth above. A Paraprofessional shall have fourteen (14) calendar days to notify the Superintendent or his/her designee, after notification is given to the Association. Failure to respond within said fourteen (14) calendar days will result in a loss of recall rights.

J. Upon written request an updated seniority list will be furnished to the Association. The employer shall publish the seniority list to bargaining unit members annually by October 31. Any errors shall be brought to the attention of the Superintendent, in writing, by November 30. As of that date, no further revision will be made to the seniority list until the following year. The seniority list shall be by order of length of service as defined in section D of this article.

K. Seniority shall not accumulate during a leave of absence with or without pay, but such leave of absence shall not interrupt continuous service as defined above.

L. This article applies only to permanent Paraprofessionals. The Superintendent or his/her designee retains the right in their discretion to dismiss temporary Paraprofessionals provided a written notice of five (5) working days is given to the Paraprofessionals so dismissed.

Article 22 Committee Rights

Nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty heretofore possessed by the Committee except where such right, power or duty is specifically limited by this contract.

Article 23 Duplication of Contract

The Committee agrees to pay fifty percent (50%) of the cost of printing and mailing copies of the Agreement in booklet form and to distribute copies of the Agreement to each member of the Bargaining Unit presently employed by the Committee and to each new employee hired during the duration of this Agreement. Printed copies shall be available for all employees within thirty (30) days of the signing of this Agreement or by its effective date, whichever comes later.

Article 24 Severability

In the event that any provision of this Agreement is ultimately ruled invalid for any reason by an authority of competent and established legal jurisdiction, the balance and remainder of the Agreement shall remain in full force and effect.

Article 25 Job Descriptions and Evaluation Instruments

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 to the parties for consideration by March 2023 for use in the 2023-24 school year.

**Article 26
Longevity Pay**

Employees will be eligible for longevity pay as follows:

| Years of Service in Barnstable | |
|--------------------------------|---------|
| After 10 years | \$1,400 |
| After 15 years | \$1,475 |
| After 20 years | \$1,675 |
| After 25 years | \$1,900 |
| After 30 years | \$2,000 |

Longevity payments will be paid in a separate, lump sum check with the second paycheck in November.

**Article 27
Instructional Assistants**

The District may enter into a partnership with the New England Center for Children ("NECC") to operate ABA classrooms the District's schools during the term of this Agreement, pursuant to which partnership NECC will provide a supervised full-time master's-level certified teacher with experience working with children with autism ("Partner Classroom Teacher") and the District will provide classroom space, Instructional Assistants, and students. This paragraph establishes no precedent.

- A. Instructional Assistants assigned to an ABA classroom will work under the direction of the Partner Classroom Teacher and will be supervised by the principal/designee and will be evaluated under the same procedures as all other Paraprofessionals.
- B. The normal work day for Instructional Assistants will be from 6.5 to 7.5 hours. Instructional Assistants will be notified of individual work schedules prior to August 8 of each year. Individual work schedules may vary from the regular school day to accommodate the needs of students in the partner classroom program.
- C. The work year for Instructional Assistants will be the work year for Paraprofessionals set forth in Article 6 plus additional days when the partner classroom program operates during the summer and will not exceed 225 work days per year, depending on the school calendar.
- D. In addition to regular training provided to Paraprofessionals, new Instructional Assistants will be expected to attend one additional week of NECC training during the third week of August. The provisions of Article 13, Section A, will apply to this training.
- E. Instructional Assistants will be considered 12-month employees for purposes of sick leave earned under Article 14, Section A.
- F. In addition to the paid holidays listed in Article 16, Independence Day will be a paid holiday for Instructional Assistants.

**Article 28
Duration**

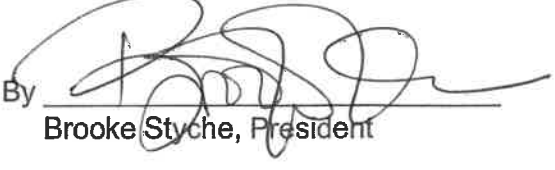
Except where otherwise provided, the provisions of this Agreement will be effective as of September 1, 2021 and will continue and remain in full force and effect through August 31, 2024 and shall be automatically

renewed from year to year unless by October 15, 2023 either party notifies the other in writing of its desire to terminate this Agreement.

Barnstable School Committee

By 
Mike Judge, Chairperson

Barnstable Teachers Association

By 
Brooke Styche, President

**Appendix A
Salary Scale**

| 2021/2022 | \$2 | 2022/2023 | \$2 | 2023/2024 | \$2 |
|---|------------|------------------|------------|------------------|------------|
| <u>School Assistants</u> | | | | | |
| Step 1 | 16.27 | Step 1 | 18.27 | Step 1 | 20.27 |
| Step 2 | 16.93 | Step 2 | 18.93 | Step 2 | 20.93 |
| Step 3 | 17.55 | Step 3 | 19.55 | Step 3 | 21.55 |
| Step 4 | 18.17 | Step 4 | 20.17 | Step 4 | 22.17 |
| Step 5 | 19.39 | Step 5 | 21.39 | Step 5 | 23.39 |
| Step 6-10 | 20.51 | Step 6-10 | 22.51 | Step 6-10 | 24.51 |
| Step 11+ | 21.16 | Step 11+ | 23.16 | Step 11+ | 25.16 |
| <u>Teacher Assistants</u> | | | | | |
| Step 1 | 18.17 | Step 1 | 20.17 | Step 1 | 22.17 |
| Step 2 | 19.40 | Step 2 | 21.40 | Step 2 | 23.40 |
| Step 3 | 20.63 | Step 3 | 22.63 | Step 3 | 24.63 |
| Step 4 | 21.89 | Step 4 | 23.89 | Step 4 | 25.89 |
| Step 5 | 23.10 | Step 5 | 25.10 | Step 5 | 27.10 |
| Step 6-10 | 24.01 | Step 6-10 | 26.01 | Step 6-10 | 28.01 |
| Step 11+ | 24.81 | Step 11+ | 26.81 | Step 11+ | 28.81 |
| <u>Technology, Personal Care, & Library Assistants</u> | | | | | |
| Step 1 | 19.36 | Step 1 | 21.36 | Step 1 | 23.36 |
| Step 2 | 20.58 | Step 2 | 22.58 | Step 2 | 24.58 |
| Step 3 | 21.79 | Step 3 | 23.79 | Step 3 | 25.79 |
| Step 4 | 23.00 | Step 4 | 25.00 | Step 4 | 27.00 |
| Step 5 | 24.19 | Step 5 | 26.19 | Step 5 | 28.19 |
| Step 6-10 | 25.07 | Step 6-10 | 27.07 | Step 6-10 | 29.07 |
| Step 11+ | 25.91 | Step 11+ | 27.91 | Step 11+ | 29.91 |
| <u>Instructional Assistants</u> | | | | | |
| Step 1 | 21.78 | Step 1 | 23.78 | Step 1 | 25.78 |
| Step 2 | 23.01 | Step 2 | 25.01 | Step 2 | 27.01 |
| Step 3 | 24.21 | Step 3 | 26.21 | Step 3 | 28.21 |
| Step 4 | 25.44 | Step 4 | 27.44 | Step 4 | 29.44 |
| Step 5 | 26.62 | Step 5 | 28.62 | Step 5 | 30.62 |
| Step 6-10 | 27.52 | Step 6-10 | 29.52 | Step 6-10 | 31.52 |
| Step 11+ | 28.33 | Step 11+ | 30.33 | Step 11+ | 32.33 |
| <u>COTA, CSLA, CPTA, LPN</u> | | | | | |
| Step 1 | 30.29 | Step 1 | 32.29 | Step 1 | 34.29 |
| Step 2 | 31.09 | Step 2 | 33.09 | Step 2 | 35.09 |
| Step 3 | 31.92 | Step 3 | 33.92 | Step 3 | 35.92 |
| Step 4 | 32.72 | Step 4 | 34.72 | Step 4 | 36.72 |
| Step 5 | 33.55 | Step 5 | 35.55 | Step 5 | 37.55 |
| Step 6-10 | 35.19 | Step 6-10 | 37.19 | Step 6-10 | 39.19 |
| Step 11+ | 38.39 | Step 11+ | 40.39 | Step 11+ | 42.39 |

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 21 or 26 equal wage payments.
2. 21 payments will be the default payment schedule. All new hires both at the start and mid-year will be enrolled in the 21-payment schedule.
3. Both the 21 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 21 and 26 payment schedules on the 22nd paycheck 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 21-deduction cycle or as deemed necessary by the Treasurer's Office.

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 cut-off 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.

Library and Technology Assistants

With respect to caseload and wages for Library and Technology Assistant the parties agree as follows:

Beginning on July 1, 2021 the District will revert back to caseloads for Library and Technology Assistants equal to one-half ($\frac{1}{2}$) 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).

Paraprofessional Wage Payment Option Form

Member of B.T.A. Paraprofessional Bargaining Unit

Employee name _____ Employee # _____

Title _____ School Location _____

DEADLINE: THIS REQUEST MUST BE RECEIVED IN H.R. NO LATER THAN June _____.

Pay Options:

I elect to receive my pay as follows:

| |
|---|
| <p>_____ 21 equal prorated installments, to include paid holidays and equal to 196 days.</p> <p>_____ 26 equal prorated installments, to include paid holidays and equal to 196 days.</p> |
|---|

- Pay will commence with first pay date in September.
- Paid Compensation Days will be paid in the 21st paycheck.

An employee's prior year election remains in effect year to year if no action is made during the open enrollment window.

Payment cycle elections are non-revocable. Mid-year position changes are not a qualifying event to change the wage payment schedule.

Employee Signature **Date**

H.R. Signature **Date**

Q:School:Contracts
March 2018

Appendix B
BTA/BSC Medical Relief Fund

Notwithstanding any provision of this Agreement to the contrary, the number of premium holidays for every employee subscribing to a Town of Barnstable health plan shall not be less than:

2017-18: three (3) holidays

2018-19: three (3) holidays

2019-20: four (4) holidays

A premium holiday is when the Committee pays for what would otherwise be deducted from a subscriber's paycheck.

The number of such holidays each year shall start with the first pay period in October and continue for subsequent pay periods.

Barnstable Public Schools Personal Days/Temporary Leaves Form

Please check the applicable category. Available number of days are specifically stipulated within the individual bargaining unit contracts and should be reviewed prior to submitting your request.

Days taken for such matters as religious, legal business household, family or other personal matters, which require absence during school hours.¹ Application for personal leave will be made at least twenty-four (24) hours before taking such leave (except in case of emergencies).²

Day(s) taken for the purpose of visiting other schools or attending meetings or conferences of an educational nature.

Days taken for Association representatives to attend Massachusetts Teachers Association and/or National Education Association conferences or conventions and to conduct Association business.

Days taken for bereavement.

Days taken for serious illness requiring bedside (for one's self) or household attention by the staff member for a spouse, child, parent, sibling or other member of the immediate household.²

Days taken for persons called into a temporary active duty of any unit in the U.S. reserves of the State National Guard, in accordance with applicable federal and state law. Staff will be paid the difference between their regular pay and the pay they receive from the State or Federal Government.

Days taken for religious holidays, which require the staff member not to work. The request must be made thirty (30) days before the holiday, or in the first week of school if the holiday falls within thirty days of the opening of school.

Day(s) taken for jury duty (documentation will be required).

Specific Leave Date(s) _____

PRINT NAME: _____

Employee's Signature: _____ Date _____

Approved by: _____ Date _____

Not Approved: _____ Date _____

Superintendent (when necessary) _____ Date _____

With Pay _____

Without Pay _____

Cc: Principal
Employee
Personnel File

It is the staff member's sole responsibility to keep account of their used/unused days for any of the Personal/Temporary Leaves stated above. Your supervisor's signature is only for authorization within the bounds of your individual contract obligation/agreement. It, in no way, attests to the accuracy of your request for a temporary leave.

¹ Reason must be given to the Supervisor for absence before or after a holiday and requires Superintendent's approval (licensed employee unit only).

² The Superintendent or designee may make exceptions to this.