

**DRAFT 9/25/2019**

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE SOMERVILLE SCHOOL COMMITTEE  
AND  
THE SOMERVILLE TEACHERS ASSOCIATION, UNIT C, PARAEducATORS**

This MEMORANDUM OF AGREEMENT is entered into by and between the Somerville School Committee (hereinafter the “Committee”) and the Somerville Teachers’ Association, Unit C, Paraeducators (hereinafter the “STA”) (collectively hereinafter the “Parties”) upon ratification by the below-described bargaining unit’s general membership and the full Committee.

WHEREAS, the Parties agree that the following terms and conditions shall become effective as modifications to the collective bargaining agreement in effect between September 1, 2016 and August 30, 2019 upon ratification by the principals of both parties, which terms will be incorporated into a contract memorializing these terms and conditions following the conclusion of the next round of negotiations:

WHEREAS, the Parties agree that each has had a full and fair opportunity to make any and all proposals, and that there are no agreements except those contained herein, the Parties agree that all bargaining obligations have been satisfied, and no further bargaining on a successor agreement is required.

**ARTICLE VII**  
**WORK DAY, WORK YEAR**

- A. *1. The work year for Paraeducators will begin on the same day teachers report before the first day of school for students and will end on the last day of school for students and will consist of one hundred eighty-four paid days, including the 12 hours of professional development time discussed below. This change will be effective the first day of the 2020-2021 contract year.*
- 2. The length of work year for SKIP, SHIP, ASCD Paraeducators shall mirror STA Unit A for summer programs at 209 days. Current staff as of June 30, 2020 to be grandfathered unless applying for re-configured schedule.*

*By the first workday of the contract year the District will provide Paraeducators with a list of professional development activities in which the paraprofessional may participate to satisfy this requirement. By September 30th, each Paraprofessional will submit to the*

*Principal and/or Director a list of professional development activities that s/he will complete by the end of the first semester that year. By the end of the full first week of school in January, the District will provide Paraeducators with a list of professional development activities in which the paraprofessional may participate during the second semester. By January 31<sup>st</sup> each Paraprofessional will submit to the Principal and/or Director a list of professional development activities that s/he will complete by the end of the second semester that year. The twelve hours of professional development shall be completed by no later than May 31<sup>st</sup> each year.*

*During the months of July and August Paraeducators may sign up for approved professional development activities that will be used toward the contract year that commences on September 1<sup>st</sup> of the next school year. The documentation of professional development activities will be accomplished through My Learning Plan or whatever system of documentation is in place. Paraeducators*

*Paraeducators will be excused from duties for up to two (2) hours on the first day teachers report to work so Paraeducators may attend STA activities.*

**ARTICLE XII**  
**SICK LEAVE**

*Amend Bedside leave “C” by deleting “five (5)” and inserting “ten (10),”*

**ARTICLE VIII**  
**PARAEDUCATOR ASSIGNMENT:**

- I. *Interpretation and translation services ordinarily will be provided during the school day by the Multilingual Services Department (MSD) (formerly, the Parent Information Center). Paraeducators may be removed from their classroom assignments during the school day to provide interpretation or translation services for meetings or impromptu conversations, but not for IEP or 504 meetings or Parent Conferences Night, if the MSD is unable to send an interpreter or translator to the school or it would be impracticable for the MSD to do so (for example, because a parent or visitor requiring interpretation services is present, and it would take too long for the MSD to send someone to interpret) or at the Principal’s discretion. Before removing a Paraprofessional from his or her regular assignment to provide interpretation or translation services during the school day, the Principal will consider whether such services can be provided appropriately by the MSD through electronic means.*

*[Add \$500.00 stipend for “Occasional Translation Services” to Appendix B]*

## ARTICLE VIII

- D. *Amend SEEK/SKIP rate per Paragraph B: Delete “twenty-five (\$25)” and replace with “sixty (\$60).”*

## ARTICLE X

### REIMBURSEMENT OF TUITION, WORKSHOP AND CONFERENCE FEES

- A. *The School Committee will reimburse Paraeducators for up to \$750 per year, for attending college and university courses, workshops, conferences and other courses related to the field of education, or to the acquisition of an educator license, such as one battery( all tests required to obtain one license to teach i.e. communication and subject matter some licenses require several tests) of MTEL tests, with the advance written approval of the Superintendent or designee and, in the case of college or university courses, where a grade of “B-“ or better is obtained. The School Committee shall not be required to expend more than \$10,000 per year in the aggregate under this article. Paraeducators will not be eligible to receive educational benefits under this article until they have completed their first year of service in the bargaining unit, except that the Superintendent or designee may elect to waive this requirement on a case-by-case basis. The School Committee and the Association will develop a form to be used for purposes of seeking approval and reimbursement under this article.*

## ARTICLE IX

### **PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

- B. 2. *The School Committee will pay reasonable expenses (including fees, meals, lodging and transportation) incurred by Paraeducators who, at the request of **or** with the advance approval of the superintendent, attend seminars, workshops, conferences within the Commonwealth that are not sponsored by the Somerville school system.*
3. *Except as otherwise provided in this Agreement credit will be given only for courses and degrees from an accredited institution.*

## ARTICLE XXI, STIPENDS

- A. *Language: Paraeducators who are assigned to students for whom they are trained and expected to engage in the lifting, feeding, diapering, toileting or restraining of specifically identified students on a regular basis due to a 504 plan or IEP (for example, SEEK, ECIP or SKIP Program positions) will receive a stipend of three hundred (\$300.00) dollars per year during the term of this Agreement. Such stipend will be paid in a separate check at the end of the school year.*
- B. *Voluntary Assignment Stipend – language deleted, as \$550.00 added to salary schedule requires deletion of language in Article VIII, C, “and XXI.”*

**ARTICLE XXIV**  
**ANNUAL RATES**

*D, 2a and b and c extend for 3 years, until August 31, 2022*

**ARTICLE XXV**  
**DURATION**

- *Amend contract to reflect a three-year term ending 8/31/2022*

**ARTICLE XVIII**  
**PROFESSIONAL PRIVELEGES**

*Add new paragraph 4: All Paraeducators will be scheduled for 2 hours of “Association Time” on the first workday of the school year in order to meet with the unit on matters related to the contract.*

**APPENDIX A**  
**PERFORMANCE EVALUATIONS**  
**No change until observation language in Italics**

*REVISED: At least one (1) observation is required annually. The observation period should not be less than 15 minutes and maybe unannounced. When any observation takes place, the evaluator will inform the paraeducator that they are being observed for evaluation purposes. In the event that the observatory reflects that the paraeducator is not meeting the standards, then a second observation will take place for at least 15 minutes within 30 days of said observation.*

**SALARY INCREASE EFFECTIVE 19-20, 20- 21 AND 21-22**

*2019-2020: 2.25% ATB increase cola, after adding \$850 to base (representing \$550 vol assignment (to be deleted) plus 300)*

*2020-2021: An additional day of pay will be added to the salary schedule to reflect 184 working days. 2.5% ATB increase cola, after adding \$300 to base*

*2021-2022: 2.5% ATB increase cola, after adding \$325to base*

**EFFECTIVE SEPTEMBER 1, 2019  
ADD \$850 THEN 2.25%**

<b>STEP</b>	<b>HQ</b>	<b>AA</b>	<b>BA</b>	<b>LICENSE</b>
1	\$ 22,015	\$ 22,495	\$ 22,872	\$ 23,281
2	\$ 22,299	\$ 22,779	\$ 23,157	\$ 23,566
3	\$ 22,597	\$ 23,077	\$ 23,455	\$ 23,864
4	\$ 22,896	\$ 23,376	\$ 23,754	\$ 24,163
5	\$ 23,195	\$ 23,675	\$ 24,053	\$ 24,462
6	\$ 23,613	\$ 24,093	\$ 24,471	\$ 24,880
7	\$ 24,030	\$ 24,510	\$ 24,888	\$ 25,297
8	\$ 24,464	\$ 24,944	\$ 25,322	\$ 25,731
9	\$ 25,678	\$ 26,158	\$ 26,536	\$ 26,945

**EFFECTIVE SEPTEMBER 1, 2020  
TRANSITION FROM 183 TO 184 DAYS  
ADD \$300 THEN 2.50%**

<b>STEP</b>	<b>HQ</b>	<b>AA</b>	<b>BA</b>	<b>LICENSE</b>
1	\$ 22,996	\$ 23,490	\$ 23,880	\$ 24,301
2	\$ 23,289	\$ 23,784	\$ 24,173	\$ 24,595
3	\$ 23,596	\$ 24,091	\$ 24,480	\$ 24,902
4	\$ 23,904	\$ 24,399	\$ 24,788	\$ 25,210
5	\$ 24,212	\$ 24,707	\$ 25,097	\$ 25,518
6	\$ 24,643	\$ 25,138	\$ 25,527	\$ 25,949
7	\$ 25,073	\$ 25,568	\$ 25,957	\$ 26,379
8	\$ 25,520	\$ 26,015	\$ 26,404	\$ 26,825
9	\$ 26,772	\$ 27,266	\$ 27,656	\$ 28,077

**EFFECTIVE SEPTEMBER 1, 2021  
ADD \$325 THEN 2.50%**

<b>STEP</b>	<b>HQ</b>	<b>AA</b>	<b>BA</b>	<b>LICENSE</b>
1	\$ 23,904	\$ 24,411	\$ 24,810	\$ 25,242
2	\$ 24,205	\$ 24,712	\$ 25,111	\$ 25,543
3	\$ 24,519	\$ 25,026	\$ 25,425	\$ 25,857
4	\$ 24,835	\$ 25,342	\$ 25,741	\$ 26,173
5	\$ 25,151	\$ 25,658	\$ 26,057	\$ 26,489
6	\$ 25,592	\$ 26,100	\$ 26,499	\$ 26,931
7	\$ 26,033	\$ 26,540	\$ 26,939	\$ 27,371
8	\$ 26,491	\$ 26,998	\$ 27,397	\$ 27,829
9	\$ 27,774	\$ 28,281	\$ 28,680	\$ 29,112

**NEW ARTICLE:** *Add a new Joint Study to Investigate: Development of a paraprofessional mentoring program to provide training, assignments, support and compensation. Study to report back to both parties with a recommendation and for bargaining. Any agreements reached thereafter bargaining are subject to ratification by the Somerville School Committee and Somerville Teachers Association.*

**NEW ARTICLE: CHILD CARE FACILITY AND SCHOOL ATTENDANCE OF NON-RESIDENT PARAEDUCATORS CHILDREN**

- A. *Effective in the 2019-2020 contract year, a Paraeducator in the Somerville school system who is not a resident of the City will have the option, at no cost, of having his/her child(ren) attend a school in the Somerville Public Schools, subject to the following conditions:*
1. *Space available basis in school, as determined by the superintendent;*
  2. *Limit of ten (10) students per school year; and*
  3. *If more apply than there are spaces, there will be a lottery to choose the students who may attend.*
  4. *The admission of a non-resident Paraprofessional's child(ren) to the Somerville Public Schools after the beginning of a school year is subject to the discretion of the superintendent.*

*Once a child is accepted, so long as the Paraprofessional is employed in the Somerville school system, the child shall be allowed to attend school through grade twelve (12), subject to the rules and regulations that apply to Somerville residents. In addition, every reasonable effort will be made to*

*place siblings in the same school, if the parent so requests*

**NEW ARTICLE:**

*Add a Joint Study for a new position: Bus Monitor/Transition Time Paraprofessional*

*The parties agree to form a joint study to review or develop a job description for a position to assist with bus transportation and supervision of students, and general supervision of students during transition periods before and after school. New positions will be created which will add 1 hour before and 1 hour after the existing, 6-hour workday (total paid time 8.0 hours, plus a one-half hour unpaid lunch to be scheduled as presently implemented). These positions will have the base pay adjusted proportionally to reflect additional work time and will be listed on a separate pay schedule*

*The job description developed by the joint study is subject to ratification by the parties at the bargaining table. Implementation to occur, if ratified, in the 2020-2021 school year.*

**MISCELLANEOUS:** *Beginning September 2019, Somerville Public Schools will conduct a comprehensive review of and then distribute in a posting on the Somerville Public Schools' website a Job Description for Paraeducators to all Paraeducators, administrators, and Unit A members by no later than the third Monday in September. The practice of web based distribution of the Job Description will happen each year.*

\_\_\_\_\_  
Somerville School Committee

\_\_\_\_\_  
Somerville Teachers Association

Unit C

Date: \_\_\_\_\_

Date: \_\_\_\_\_