PARAPROFESSIONAL PROPOSAL

The DOE proposes to enter into a memorandum of agreement and/or amend the collective bargaining agreement covering paraprofessionals to create the position of Lead Educational Associate for the start of the 2016-17 school year. The proposal promotes the following:

- Allows for more diverse use of paraprofessionals in classrooms and schools to support student needs
- Creates a true career ladder for paraprofessionals that will enable them to grow
- Allow schools to utilize paraprofessionals in the role of assistant teachers, supporting instruction in the classroom and working with students alone or in groups under the general supervision of a classroom teacher.
- Leverages the paraprofessional role to create pathways and support for some individuals to become teachers

LEAD EDUCATIONAL ASSOCIATE

Eligibility and Selection of Lead Educational Associate

The minimum requirements for this position will be a Bachelor's Degree and any other requirements created by the Joint District UFT-DOE Selection Committee. A Lead Educational Associate will receive additional compensation in the amount of $5,000 per year for the term of the collective bargaining agreement above the applicable paraprofessional salary in accordance with the collective bargaining agreement.

Lead Educational Associates will be selected in the following manner: A Joint Central UFT-DOE Selection Committee ("Joint Committee") consisting of equal numbers of members selected by the Chancellor and the UFT President or their designees will be established to screen and select qualified applicants to create a pool of eligible candidates. The establishment of Lead Educational Associate positions is discretionary by the principal. However, the principal may only select from the pool of eligible candidates by the Joint Committee. Unless otherwise agreed to by the Joint Committee, this position will be posted in the spring of each year and to the extent possible will list schools in the district/superintendency that are establishing the position of Lead Educational Associate. Final selections of candidates for this position to be done at the end of the teacher open market period or as soon thereafter as possible. The Joint Committee will agree to a process whereby additional vacancies arise during the year can be filled by qualified candidates. No candidate in the pool of eligible candidates created by the Joint Committee is obligated to accept an offer for this position, and no principal is obligated to offer a position to a candidate in the pool, but positions may only be offered to candidates in the pool. This is an annual position that individuals will apply for each year, but the Joint Committee may choose to have a process whereby incumbent Lead Educational Associates may be renewed in the eligible pool through a modified screening and selection process. Selections decisions for the position of Lead Educational Associate shall not be grievable. This includes both the selection for the actual position by the principal or entry into the pool of qualified candidates as determined by the Joint Committee.

All Lead Educational Associates will be required to undergo training in at least one of a number of instructional programs determined by the DOE in consultation with the UFT. (ex. Great
Leaps, Reading Rescue etc.) The training will be designed by the DOE in collaboration with the UFT and will be done during normal work hours including current time allotted for professional development.

**Duties of Lead Educational Associates**

This position functions as a true assistant teacher, working with a single teacher of record for a single class throughout the school year to support all aspects of instruction, except that, in exceptional circumstances, the Lead Educational Associate may be assigned to a different teacher and class.

The Lead Educational Associate shall:

- Assist the teacher of record in planning, including, but not limited to, the planning of the delivery of instruction.
- Assist the teacher of record by working with students alone or in small groups (5-10 students) under the general supervision of the teacher and, while, under the direct supervision of the teacher, assist in delivering instruction to the whole or part of the class.
- Supports the practice of other paraprofessionals in their school through on the job activities such as inter-visitation and demonstration of classroom work and attending and delivering professional development, during their work day, to bring their knowledge back to paraprofessionals in the school.
- The Lead Educational Associate may cover for the teacher of record to whom the Lead Educational Associate is assigned for up to 10 days over the course of the school year, provided the DOE has issued the Lead Educational Associate a per diem teacher substitute license.

**Due Process for Lead Educational Associates**

The DOE must have just cause for any discipline (up to and including discharge) of a Lead Educational Associate for any conduct (incompetence and/or misconduct) that occurred while the Lead Educational Associate was not under the direct supervision of licensed teacher.

If the DOE wishes to discipline (up to and including discharge) a Lead Educational Associate for any conduct (incompetence and/or misconduct) that occurred while a Lead Educational Associate was not under the direct supervision of licensed teacher, the DOE shall first provide the Lead Educational Associate with 10 school days written notice. If the Lead Educational Associate files a grievance within 10 school days of receiving such notice, the matter shall proceed directly to arbitration for the arbitrator to determine whether there is just cause for the DOE’s proposed discipline (up to and including discharge). The UFT and DOE will develop a process to exchange relevant discovery prior to the arbitration. Such arbitration shall otherwise be conducted in accordance with Article 22(C) of the Teachers’ CBA. Such an arbitration shall not count towards the UFT’s contractual number of arbitration days.

A Lead Educational Associate shall not be suspended without pay for any conduct (incompetence and/or misconduct) that occurred while a Lead Educational Associate was not under the direct supervision of licensed teacher prior to the conclusion of the arbitration (or the expiration of the 10 school day period to file a grievance, if no grievance is filed), including but
not limited to during the pendency of any investigation, during the 10 school day period for filing a grievance about any discipline, and during any arbitration.

Pending investigation of possible misconduct, the DOE may reassign a Lead Educational Associate to an administrative assignment for up to sixty (60) days, except that the sixty (60) day limit shall not apply in the cases set forth in (i) – (v) in the second paragraph of article 21(G)(4)(a) of the Teachers’ CBA. A Lead Educational Associate may remain reassigned during the 10 school day period for filing a grievance about any discipline, and during any arbitration.

It is understood that above does not apply to misconduct that is alleged to have occurred on non-work time.

PARAPROFESSIONAL TO TEACHER PATHWAYS
In addition to the above new title, the proposal will support eligible individuals to move from a Paraprofessional role to a teacher role through the following avenues:

Student Teaching Support
• The DOE will provide a paid 40-day leave of absence for paraprofessionals to complete student teaching requirements. This will be limited to 100 such leaves per school year. In cases where the 40-day model is not in accordance with a Institution of Higher Education’s model for their state approved teacher education program, the DOE may grant a full term (or less) leave of absence. In these cases, the limit of 100 per year may be reduced pro rata to ensure the cost for the DOE of the total number of leaves does not increase.

Career Training Modifications
• The DOE will reimburse all paraprofessionals for the cost of up to 12 graduate credits paid at the CUNY rate (3 credits per semester for up to four semesters) for those who are pursuing a degree in education. No release time for graduate credits will be given.
• The DOE will reimburse all paraprofessionals enrolled in bilingual programs for the cost of an additional 12 credits (graduate) along with release time for classes leading to these bilingual education credits. The DOE will reimburse such paraprofessional for the cost of the application fee and state BEA examination.

Certification Requirements
• The DOE will reimburse all paraprofessionals, one time for each paraprofessional, for the cost of the NYS teacher certificate application.
• The DOE will reimburse all paraprofessionals, one time for each paraprofessional, of up to $400 for state teacher certification examinations once certification is granted for those participating in the tuition reimbursement program described under “Career Training Modifications” above.

Apprenticeship Position

The UFT and DOE agree to further negotiations to create a paraprofessional-aligned title that can be used for structured programs of study/work that lead to teacher certification in a year or less. Once agreed to, during this time, the candidate can work as a teacher apprentice/resident at the rate of $25,000 per year. Such apprentices will be eligible for health
insurance. While in this role, the teacher apprentice will be engaged in an intensive clinical experience that is part of an integrated teacher preparation program. Terms and conditions, including the possible assignment of teacher apprentices as teachers of record for part of the day, will be negotiated by the parties.

Other modifications will be enacted in the Career Training Program set forth in Article 7B of the UFT-DOE collective bargaining agreement covering paraprofessionals to achieve savings to support the costs of the teacher pathway proposals, to promote higher quality and relevance of coursework that is taken, and to provide more equity in the benefits to the paraprofessionals. Those changes are:

- Mandatory matriculation into a degree bearing program after completion of 45 credits in the program in order to continue have credits paid for by the DOE.
- Elimination of six credits paid for by DOE for substitute paraprofessionals
- Effective July 1, 2016, elimination of all activity, application, technology and other esoteric fees paid by the DOE.
- Limit the number of credits that paraprofessionals will be reimbursed for in the CTP program to 120 credits. Exceptions will be reviewed on a case by case basis.
- Paraprofessionals must maintain a “C” average (2.0) to remain in the CTP Program.

Except as expressly stated above, nothing herein shall constitute a modification of, limitation on or waiver of any provision of any collective bargaining agreement between the parties or past practice, including, but not limited to, Appendix A.