

**Memorandum of Agreement**  
**Between the New Bedford School Committee**  
**And the**  
**New Bedford Federation of Paraprofessionals, Local 2378, AFT, Massachusetts**

**November 18, 2016**

The New Bedford School Committee ("Committee") and the New Bedford Federation of Paraprofessionals, Local 2378, AFT, Massachusetts ("Union"), collectively referred to as the "Parties" agree to amend their 2010-2011 collective bargaining agreement as follows:

**1. Agreement. (pg. 5)**

Amend the Section titled "Agreement" by:

- A. Replacing "2007" with "2016" in the first sentence of the first paragraph
- B. Deleting "dated August 8, 2005" in the first sentence of the first paragraph
- C. Replacing "September 1, 2007" with "<INSERT the later of the following two dates: (1) ratification by the Union or (2) approval by the School Committee>" in the second paragraph

**2. Article XVIII, Duration. (pg. 61)**

Replace the sentence in Article XVIII with the following: "This Agreement shall be in effect as of <INSERT the later of the following two dates: (1) ratification by the Union or (2) approval by the School Committee> and shall continue in full force and effect until July 31, 2019."

**3. Article I, Federation Recognition, Jurisdiction and Definition. Section A, Federation Recognition. (pg. 6)**

Replace Section A with the following:

The New Bedford School Committee recognizes the New Bedford Federation of Paraprofessionals, Local 2378, American Federation of Teachers, AFL CIO, as the exclusive bargaining representative for all paraprofessional employees broadly defined as Instructional Paraprofessionals and Non-Instructional Paraprofessionals. Instructional paraprofessionals include the following classifications of paraprofessionals: 1:1, small group, classroom, CNA, ASL, ELL, and job coach.

**4. Article V, Working Conditions. Section D, Substitutes. (pg. 14)**

Effective September 1, 2017:

- A. Replace Section D.2 with the following:

"The School Department shall make every reasonable effort to provide a substitute teacher for an absent teacher; however, paraprofessionals may be required to serve as substitutes for teachers in the event that a substitute teacher is not available. When a paraprofessional is assigned by the building principal to substitute for the teacher and is required to instruct the full class for a period of thirty (30) minutes or greater, the paraprofessional shall receive her/his regular rate of pay for such time plus seven dollars (\$7.00) per hour for all hours s/he serves as the substitute. The paraprofessional shall submit a time sheet with the actual time worked as a substitute signed by the paraprofessional to the principal on a weekly basis."

- B. Replace Section D.3 with the following:  
“Paraprofessionals may be required to supervise students and perform supervisory duties without a teacher or administrator present.”
- C. Replace Section D.5 in its entirety with the following:  
Special Education Before and After School Transport Differential.  
Effective September 1, 2017, instructional paraprofessionals who provide support to special education students and students with 504 plans during transit on a school bus to and from school outside of the student school day shall receive a \$6.00 per hour differential for all hours providing such support while riding the bus. This special education bus transport differential shall not apply to time on a bus for a field trip, travel on a bus during the school day hours, or curb duties including but not limited to embarking and disembarking the bus or any other duties.”
- D. Amend Section D.6. by removing the last sentence of the second paragraph

**5. Article V, Working Conditions. Section E, Seniority. (pg. 14)**

- A. Housekeeping:  
Amend the second paragraph by replacing “grievance of arbitration procedure” with “grievance or arbitration procedure”
- B. Amend the second paragraph in Section E by replacing “or after the third refusal” with “or after the second refusal”.

**6. Article V, Working Conditions. Section F, Fair Dismissal. (pg. 15)**

- A. Amend subsection 1 of Section F by inserting the following after the words “Each member of the bargaining unit”: “who has successfully completed a probationary period of twelve months”
- B. Amend Section F by adding the following new subsection 3:
  - 3. A Paraprofessional who has completed her/his probationary period may be dismissed for just cause, or as a result of an unsatisfactory performance evaluation, or if the Paraprofessional is not qualified for the position to which she/he is assigned.

**7. Article V, Working Conditions. Section G, Termination/Recall. (pg. 16)**

- A. In Section G. 3, replace “employed at least 9 months” with “employed more than twelve months”
- B. Replace the last sentence of Section G.3. with the following: “Eligibility for rehiring under this provision shall cease after two (2) opportunities for re-employment to a substantially equivalent position has been refused.”

**8. Article V, Working Conditions, Section K, Paraprofessional Evaluation (pg. 17)**

Amend the sentence in subsection 5 by inserting the words “or other” between the words “Unit B” and “administrators”.

**9. Article V, Working Conditions. Section M, Assistance in Assault Cases. (pg. 18)**

Replace Section M.1. with the following: "Each paraprofessionals shall immediately report all cases of assault suffered by the paraprofessional in connection with her/his employment to the building principal. If the initial report to the principal was made verbally, the paraprofessional shall follow up with a written report, "Employee's Report of Injury", to the principal as soon as practicable following the assault. The Principal will acknowledge receipt and shall forward the written report to the office of Human Capital Services."

**10. Article V, Working Conditions. Section O, Length of Work Year. (pgs. 19-20)**

Replace Section O in its entirety with the following:

"Each Instructional Paraprofessional shall work all student school days in the school to which she/he is assigned, plus one (1) day of professional development/training, and may be required by the Superintendent/designee to work one or two additional professional development/training days per work year. Each Non-Instructional Paraprofessional shall work all student school days in the school to which she/he is assigned, plus one (1) day of professional development/training, and may be required by the Superintendent/designee to work one or two additional professional development/training days per work year."

**11. Article V, Working Conditions. Section P, Length of Work Day. (pg. 20)**

Replace Section P in its entirety with the following:

"Each full-time Instructional Paraprofessional shall work the hours of the student day in the school to which she/he is assigned and may be required by the Superintendent/designee to work up to and including an additional one (1) hour per work day. Each Non-Instructional Paraprofessional shall be assigned to work a minimum of three (3) hours up to and including a maximum number of hours not to exceed the length of the student school day. The Employer shall communicate to each paraprofessional the schedule to which she/he is assigned."

**12. Article V, Working Conditions, Section R (pg. 20)**

Each paraprofessional shall be required to sign in and out of the building(s) in which she/he is working. The School Department may implement an electronic method for sign in/out such as a swipe card system.

**13. Article V, Working Conditions. New Section S, Qualifications. (pg. 20)**

Amend Article V by adding a new Section S as follows:

**S. Qualifications**

By December 31, 2016, each Instructional Paraprofessional shall complete all necessary requirements to be Highly Qualified. Highly Qualified shall mean that the Instructional Paraprofessional has a high school diploma or equivalent and:

- (i) Has an Associate's (or higher) degree; or
- (ii) Has completed 48 credit hours at an Institution of Higher Education; or
- (iii) Has passed one of the formal Massachusetts DESE-endorsed Assessments (Para-Pro Exam) and earned the credential of "Highly Qualified".

Any Instructional Paraprofessional that has earned "Highly Qualified" status through a previously endorsed method shall be considered "Highly Qualified" for purposes of this Section S. Each Instructional Paraprofessionals who is not "Highly Qualified" as of date of hire shall be required to acquire "Highly Qualified" status within the first school year of employment as a condition of continuing employment.

**14. Article VI, Transfers and Vacancies. (pgs. 21-24)**

- A. Re-label Article VI as "Assignments, Transfers, and Vacancies"
- B. Replace Section A, Transfers and Reassignments in its entirety with the following:  
"Subject to the procedures in this Article, assignments, filling of vacancies, voluntary transfers, involuntary transfers, and reassignments will be at the discretion of the Superintendent or her/his designee(s)."
- C. Replace Section B with the following:

B. (1) Anticipated Vacancies for the Following School Year

In-Building

The District shall communicate anticipated paraprofessional vacancies within each building for the following school year by way of a posting on or about the first week of March. Such posting shall be referred to as the "In-Building Posting." The In-Building posting shall be active for a minimum of five (5) work days. Interested and qualified paraprofessionals in the building may apply for such anticipated vacancies by completing the In-Building Posting application form and submitting it to the Director of Human Capital Services within the time period listed on the posting. The Principal will review all timely submitted In-Building application forms. After such review, the Principal may, but is not required to, select one of the applicants for the position and such applicant will be notified in writing or by email of her/his selection.

In-District

The District shall communicate anticipated paraprofessional vacancies within the District for the following school year by way of a posting on or about March 15<sup>th</sup>. Such posting shall be referred to as the "District-Wide Posting." The District-Wide posting shall be active for a minimum of five (5) work days. Interested and qualified paraprofessionals may apply for such anticipated vacancies by completing a District-Wide Posting application form for each position to which s/he is applying and by submitting it/them to the Director of Human Capital Services within the time period listed on the posting. The Principal will review all timely submitted District-Wide application forms. The Principal shall interview the three most senior qualified applicants but may choose to interview additional applicants. After such review and interviews, the Principal may, but is not required to, select one of the applicants for the position and such applicant will be notified in writing or by email of her/his selection.

B. (2) Vacancies during the School Year

Filling of vacancies during the school year will be at the discretion of the Superintendent or her/his designee(s). The District may initially post the

position(s) externally and qualified paraprofessionals may apply along with external applicants.

B. (3) Involuntary Transfers

The parties acknowledge that occasionally there is the need to transfer a paraprofessional out of her/his current assignment during the school year. The District may involuntarily transfer a paraprofessional at any time with three (3) days' notice to the paraprofessional and the Union president and after providing the Union and paraprofessional with an opportunity to meet with the Director of Human Capital Services within the three (3) day notice period unless the Union President and Director of Human Capital Services agree to extend the time period. If the paraprofessional being involuntarily transferred objects to the transfer because of a hardship or because s/he does not believe that the new assignment is one where s/he will be successful, the Director of Human Capital Services will consider such hardship or concerns and endeavor, where possible, to accommodate such employee. Involuntary transfers of paraprofessionals who have completed their probationary period will not be made for disciplinary reasons without just cause.

- B. (4) Notwithstanding any provision of this Agreement to the contrary, the District is not required to include any vacancies on any postings that are in a school designated as a Level 4 or Level 5 school.

**15. Article VIII, Fringe Benefits. Section A, Health Insurance. (pg. 36)**

Delete Section A in its entirety (housekeeping) and replace with the following: "Health insurance is negotiated through the City and the Public Employee Committee ("PEC") of which the Union is a member. This Section A is for informational purposes only and is not subject to grievance and arbitration." (Housekeeping update)

**16. Article IX, Academic Freedom, Professional Activities, Inservice Training (pg. 38)**

Amend Article IX by deleting Section 3 in its entirety. (Housekeeping update)

**17. Article X, Federation Rights and Responsibilities. Section A, Federation Representation. (pg. 39)**

- A. Amend Section A by replacing "The Principal and/or Program Director" with "A representative(s) from the District" in subsection 2.
- B. Amend Section A by adding "or designee" after the words "the Superintendent of Schools" in subsection 4.

**18. Article XIV, Compensation. Section D, Method and Time of Payment. (pg. 52)**

- A. Amend Section D.1 by inserting the following sentence after the first sentence: "Effective no earlier than the first pay period in the 2017-2018 work year, each member of the bargaining unit shall be paid on a bi-weekly basis."

- B. Replace Section D.2 in its entirety with the following new Section D.2:

2. Direct Deposit and Electronic Pay Advices

"All Paraprofessionals shall receive their pay through direct deposit. (Each Paraprofessional who has not been receiving his/her pay through direct deposit shall provide the required signed authorization forms to facilitate direct deposit to the District's payroll office.) The District will assist a paraprofessional who has a

documented hardship in establishing direct deposit. The District may provide employees with electronic pay advices in lieu of paper advices/paystubs.”

C. Replace Section J with the following: “This Section J intentionally left blank.”

**19. Article XIV, Compensation. Section I, Severance Pay. (pg. 55)**

Amend Section I by adding the following to the beginning of the third paragraph:

This paragraph shall apply only to paraprofessionals hired or rehired on or before April 1, 2016.

**20. Article XIV Compensation, Section K. Longevity (pg. 57)**

Effective September 1, 2017, replace the longevity tables from the prior work years with the following:

Years of Service	9/1/2017	9/1/2018
10-14 years	\$525.00	\$550.00
15-19 years	\$625.00	\$650.00
20-24 years	\$725.00	\$750.00
25-29 years	\$825.00	\$850.00
30-34 years	\$925.00	\$950.00
35 years	\$1075.00	\$1,100.00

**21. Compensation (Wage Tables)**

A. Replace wage tables from all prior school years with the new wage tables appended to this package proposal as Exhibit 1.

B. Initial placement on new wage table for Instructional Paraprofessionals.

All instructional paraprofessionals who were in the bargaining unit during the 2016-2017 work year shall be placed on the new wage table on August 1, 2017 in accordance with the following requirements:

On August 1, 2017, each instructional paraprofessional shall be placed at the letter step where the hourly rate is closest to, and where possible, not less than \$0.40 above, the hourly rate such employee earned in the 2016-2017 work year.

C. Movement Between Column I and Column II for Instructional Paraprofessionals

Movement from Column I, the Highly Qualified Lane without Associates or BA degree to Column II, Highly Qualified Lane with Associates or BA degree shall only occur at the beginning of a work year after the paraprofessional submits official transcripts to the office of Human Capital Services. A Highly Qualified paraprofessional who was in Column I (Highly Qualified without an Associates or BA degree) and who has acquired the degree to move to Column II (Highly Qualified with Associates or BA degree) and provided the transcript shall move at the start of the following work year to the letter step on Column II where the hourly rate is closest to and where possible not less than \$0.40 above the hourly rate such employee earned in Column I.

D. Movement from Non Instructional Paraprofessional position to Instructional Paraprofessional position.

Non instructional paraprofessionals who are selected for an instructional paraprofessional position shall serve a new probationary period of 12 months and shall be placed on the salary schedule as determined by the Director of Human Capital Services.

**22. Article V, new Section T: Professional Development.**

Add a new Section T to Article V as follows:

**T. Professional Development.**

On or before May 1<sup>st</sup> the Union leadership shall provide the Executive Director of Human Capital Services with a list of suggested topics for professional development for instructional paraprofessionals for the following school year.

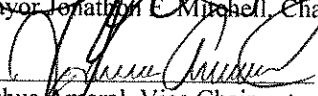
This Memorandum of Agreement shall remain off the record for all purposes including bargaining history unless and until it is ratified by the Union membership and approved by the School Committee.

This Memorandum of Agreement is subject to ratification by the Union membership and approval by the School Committee.

Agreed to by the Parties on the date(s) indicated below:

**New Bedford School Committee**

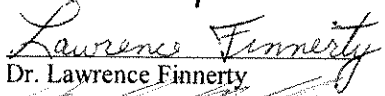
  
Mayor Jonathon E. Mitchell, Chairperson

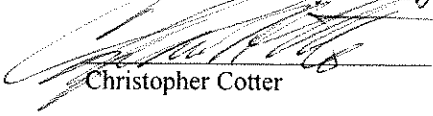
  
Joshua Amaral, Vice Chair

  
Joaquim Nobrega

  
Joaquim Livramento

  
Bruce Oliveira

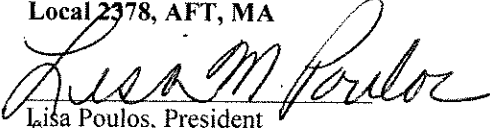
  
Dr. Lawrence Finnerty


  
Christopher Cotter

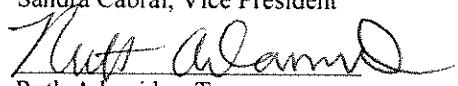
DATE: 11/9/2017


**New Bedford Federation of Paraprofessionals,**

**Local 2378, AFT, MA**

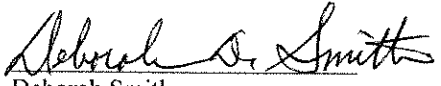
  
Lisa Poulos, President

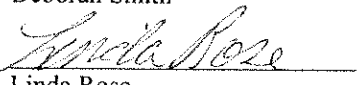
  
Sandra Cabral, Vice President

  
Ruth Adamides, Treasurer

  
Nicole Lauzon, Secretary

  
Jeremy Shenk, Field Representative, AFT

  
Deborah Smith

  
Linda Rose

DATE: 11/18/2016

EXHIBIT 1  
Non-Instructional Paraprofessionals

Non- Instructional Paraprofessionals Hourly Rates

Step	Non Instructional Para Effective August 1, 2017	Non Instructional Para Effective August 1, 2018
1	\$11.00	\$11.11
2	\$11.06	\$11.17
3	\$12.35	\$12.47
4	\$12.63	\$12.75
5	\$13.27	\$13.40
6	\$13.47	\$13.61
7	\$13.88	\$14.02
8	\$14.27	\$14.41
9	\$15.05	\$15.20
10	\$16.27	\$16.44
11	\$16.40	\$16.65



EXHIBIT 1  
Instructional Paraprofessionals

Instructional Paraprofessionals Hourly Rates

**Effective August 1, 2017**

Step	Column I Instructional Para – Highly Qualified Without a Degree	Column II Instructional Para – Highly Qualified with Associates Degree or BA degree
A	\$13.50	\$15.05
B	\$14.00	\$15.43
C	\$14.50	\$15.85
D	\$15.00	\$16.25
E	\$15.50	\$16.91
F	\$16.25	\$18.14
G	\$17.00	\$18.79
H	\$18.00	\$19.06
I	\$18.60 *	\$19.64
J	\$18.60 *	\$19.75

\* The "I" and "J" Steps in Column I is only available to instructional paraprofessionals who have 48 credits or more.

**Effective August 1, 2018**

Step	Column I Instructional Para – Highly Qualified Without a Degree	Column II Instructional Para – Highly Qualified with Associates Degree or BA degree
A	\$13.64	\$15.28
B	\$14.14	\$15.66
C	\$14.65	\$16.09
D	\$15.15	\$16.49
E	\$15.66	\$17.16
F	\$16.41	\$18.41
G	\$17.17	\$18.97
H	\$18.18	\$19.35
I	\$18.88 *	\$19.94
J	\$19.00 *	\$20.10

\* The "I" and "J" Steps in Column I is only available to instructional paraprofessionals who have 48 credits or more.