

1. **ARTICLE 3: EXISTING CONDITIONS OF EMPLOYMENT**

Amend Article to read:

- A. Except as this Agreement shall hereinafter otherwise provide, in the event any condition of employment is not specifically covered by this Agreement, the School Committee's rules, regulations, customs or practices with regard to said condition of employment as of the date of this Agreement, shall remain in full force and effect. Nothing in this Agreement which changes pre-existing School Committee rules and regulations shall operate retro-actively.
- B. **Any previously adopted policy, practice, rule or resolution of the Committee which effects mandatory subjects or bargaining regarding wages, hours or conditions of employment of bargaining unit employees will not be changed by the Committee without affording the Federation notice and an opportunity to bargaining regarding the impact of the change prior to its implementation.**

2. **ARTICLE 4: FAIR PRACTICES**

A. Amend Paragraph A to read:

- A. As sole collective bargaining agent, the Federation will accept into voluntary membership all Paraprofessionals covered by this Agreement without regard to race, color, creed, **disability/handicap, gender identity**, national origin, **religion, age, sex, sexual orientation**, marital status, **military /veteran status, domicile**, or previous affiliation with other organizations.

B. Amend Paragraph B to read:

- B. The Committee and the Federation agree that there will be no discrimination **in employment practices including, but not limited to**, the **hiring, promotion**, training, assignment, ~~promotion~~, transfer, or discipline **or discharge** of members of the bargaining unit, because of race, **color**, creed, ~~color, religion~~, **disability/handicap, gender identity**, national origin, **religion, age, sex, sexual orientation, marital status, military/veteran status**, political activities, ~~sex, domicile, marital status~~, or participation in any organizational activities.

3. **ARTICLE 7: LEAVES OF ABSENCE**

- A. Amend the 1<sup>st</sup> sentence in Paragraph K to change: "may" to read "shall".

B. Amend Article to add a new Paragraph T to read:

**T. Small Necessities Leave Act (SNLA)**

**An employee who meets the statutory requirements to qualify for leave under the Small Necessities Leave Act (SNLA) is eligible for unpaid leave for the purposes allowed under M.G.L. c. 149, § 52D upon verification that the leave qualifies under the SNLA. An eligible employee may elect to take leave in increments of two (2) hours. Accumulated paid leave may only be substituted if the reason for the leave would have normally qualified for paid leave.**

C. Amend Article to add a new Paragraph U to read:

**U. Domestic Violence Leave Act (DVLA)**

<sup>1</sup> Proposed changes are shown as follows: inserted/new language in **bold italics**, and deleted language with a ~~strikethrough~~.

**An employee who meets the statutory requirements to qualify for leave under the Domestic Violence Leave Act (DVLA) is eligible for unpaid leave for the purposes allowed under said laws upon verification that the leave qualifies under the laws. Accumulated paid leave may only be substituted if the reason for the leave would have normally qualified for paid leave.**

**4. ARTICLE 9: ACADEMIC FREEDOM, PROFESSIONAL ACTIVITIES, IN-SERVICE TRAINING**

**A. Amend Paragraph 2 to delete the 2<sup>nd</sup> sentence:**

~~The Committee may provide in-service training especially designed for para-professionals after the work day, provided that credit shall be given for such training for purposes of column placement on Appendix A.~~

**5. ARTICLE 5: WORKING CONDITIONS**

**A. Amend Paragraph F to read:**

**F. FAIR DISMISSAL**

1. ~~Each~~ **No** member of the bargaining unit who has successfully completed a probationary period of ~~twelve (12) months~~ **ninety (90) work days** shall be **disciplined, demoted, reduced in rate of compensation, dismissed or discharged** ~~dismissed or disciplined only for~~ **without** just cause.

2. **ADEQUATE TRAINING. No Paraprofessional shall be required to perform First Aid, CPR, apply a non-violent restraint to a student, or provide special services required in an IEP and/or 504 -Plan without first receiving adequate training. No Paraprofessional shall be disciplined, discharged, or have their compensation or benefits reduced for refusal to perform the duties outline in this section without adequate training.**

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.~~

3. Any paraprofessional involved in a potential disciplinary or dismissal matter shall be entitled to federation representation at any meeting to discuss such matter.

**B. Amend Paragraph J to read:**

**J. DUTY-FREE LUNCH**

1. ~~Each~~ **All** Paraprofessionals, except Lunch Aides, shall be provided with ~~at least thirty (30) minutes~~ **duty free** lunch period ~~free of all duties~~ **each day**.

2. ~~Curriculum/Print Shop Aides shall be scheduled a thirty (30) minute lunch period free of all duties.~~ **A Paraprofessional not relieved of all work related duties during his/her lunch period shall be compensated at his/her appropriate rate of pay for said lunch period.**

<sup>1</sup> Proposed changes are shown as follows: inserted/new language in **bold italics**, and deleted language with a ~~strikethrough~~.

3. **A Paraprofessional not allowed to leave their building during his/her lunch period shall be compensated at his/her appropriate rate of pay for said lunch period.**

4. **A Paraprofessional may voluntarily waive his/her duty-free lunch period, however the Employer may not require a Paraprofessional to waive his/her lunch period. Any Paraprofessional required to waive his/her duty-free lunch period to meet operational needs shall be compensated at his/her overtime rate of pay for said lunch period.**

6. **ARTICLE 10: FEDERATION RIGHTS & RESPONSIBILITIES**

A. Amend Paragraph H1 to read as follows:

1. An employee who wishes to **become a member of the Federation, and** have the School Committee deduct the regular monthly Federation dues from his/her pay for transmittal to the Federation, shall execute an **a Membership Application (Appendix B)** authorization card to be furnished by the Federation.

B. Amend Paragraph H1 to delete “Authorization for Payroll Deduction” on Page 24.

C. Amend Article to delete Paragraph I – Service Fee.

D. Amend Article to re-number Paragraph J – School Calendar to read I – School Calendar.

7. **ARTICLE 14: COMPENSATION**

A. Amend Paragraph J to read as follows:

J. ~~This Section J intentionally left blank.~~ **LANGUAGE FLUENCY**

**A Paraprofessional who can demonstrate fluency in a language other than English shall be entitled to payment of a stipend of Seven Hundred and Fifty Dollars (\$750.00) per year.**

B. Amend Paragraph K2 to read as follows:

2. The above payment will be paid in a lump sum **and in a separate check on** during the first (1st) payroll cycle in December of each year.

8. **ARTICLE 18: DURATION**

Amend Article to read as follows:

This Agreement and each of its provisions shall be in effect as of ~~January 9, 2017~~ **August 1, 2019** and shall continue in full force and effect until July 31, ~~2019~~ **2022**.

IN WITNESS WHEREOF, the parties named below have caused this Agreement to be signed by their duly authorized representatives on this ~~12<sup>th</sup>~~ **TBD** day of ~~March~~ **TBD, 2018** **2019**.

9. **MAINTENANCE CHANGES:**

A. Amend Agreement to change: all references to “~~paraprofessional~~” to read “**Paraprofessional**”.

B. Amend Agreement to change: all references to “~~the Union~~” to read “**the Federation**”.

<sup>1</sup> Proposed changes are shown as follows: inserted/new language in **bold italics**, and deleted language with a ~~strikethrough~~.

C. Amend Agreement to change: all references to “the School Committee” to read “the **Committee**”.

10. **APPENDIX B: MEMBERSHIP APPLICATION**

Add a new Appendix B: Membership Application:

NBFP - 3.25.2019

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<sup>1</sup> Proposed changes are shown as follows: inserted/new language in ***bold italics***, and deleted language with a ~~strikethrough~~.

**APPENDIX B**  
**MEMBERSHIP APPLICATION**  
**NEW BEDFORD FEDERATION OF PARAPROFESSIONALS**  
**LOCAL 2378**



(PLEASE PRINT)

FIRST NAME: \_\_\_\_\_ LAST NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_

PERSONAL (NON-WORK) E-MAIL: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

SCHOOL/BUILDING/ROOM #: \_\_\_\_\_

EMPLOYMENT STATUS: (CHECK ONE)     FULL TIME     PART TIME (LESS THAN 20 HOURS/WEEK)

**MEMBERSHIP APPLICATION AND AUTHORIZATION FOR DUES DEDUCTION**

- I hereby request and accept membership in the New Bedford Federation of Paraprofessionals, Local 2378 and I agree to abide by its Constitution and Bylaws. I authorize the union and its successor or assignee to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my employer.
- Effective immediately, I hereby authorize and direct my Employer to deduct from my pay each pay period and transmit to the New Bedford Federation of Paraprofessionals, Local 2378 membership dues in the amount established or revised by the New Bedford Federation of Paraprofessionals, Local 2378 in accordance with the New Bedford Federation of Paraprofessionals, Local 2378 Constitution and By-Laws. There shall be no change in the amount of dues deducted without 60 days prior notice to me by the New Bedford Federation of Paraprofessionals, Local 2378. If for any reason my Employer fails to make a deduction, I authorize the Employer to make such deduction in the subsequent payroll period.

I recognize that my authorization of dues deduction, and continuation of such authorization from one year to the next, is voluntary and not a condition of my employment.

In order to comply with the Internal Revenue Service ruling, be advised that your membership dues are not deductible for federal income tax purposes. However, they may be deductible as ordinary and necessary business expenses.

SIGNATURE: \_\_\_\_\_

PAYROLL/TREASURER USE ONLY

FULL DUES RATE

HALF DUES RATE

QUARTER DUES RATE

EIGHTH DUES RATE

6. **ARTICLE 5: WORKING CONDITIONS**

A. Amend Paragraph D3 to read:

3. Paraprofessionals may be required to supervise students and perform supervisory duties without a teacher or administrator present. **Supervisory duties include but are not limited to Bus Duty, Cafeteria Duty, Hallway Duty, Gymnasium or Auditorium Duty, or Recess Duty. Any Paraprofessional required to supervise twenty-five (25) or more students without a teacher, administrator, or another Paraprofessional present shall be provide with a working communications device (portable radio/walkie-talkie) and receive his/her regular rate of pay for such time plus six dollars (\$6.00) per hour for all hours or any part thereof. No Paraprofessional shall be required to supervise more than fifty (50) students without a teacher, administrator or another Paraprofessional present. No Paraprofessional assigned as to work exclusively with one student (One:One) shall be required to perform supervisory duties.**

B. Delete Paragraph K and replace with the following:

K. PARAPROFESSIONAL EVALUATIONS

The Annual Evaluation of Paraprofessionals will be conducted in accordance with the Paraprofessional Evaluation Procedure attached as Appendix C.

C. Amend Paragraph R to read:

R. SIGN IN/OUT

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. **Upon implementation of an electronic method for sign in/out (a swipe card system), each Paraprofessional shall be required to sign in and out of the building(s) in which she/he is working.**

7. **ARTICLE 6: ASSIGNMENTS, TRANSFERS AND VACANCIES**

C. Amend Paragraph C to read:

C. ~~M-POD Floater Position~~ **Behavioral /Alternative School Programs**

1. Paraprofessionals ~~positions~~ assigned to **Behavioral/Alternative School Programs** ~~the "M-POD Program"~~ to work with a wide variety of students whose primary special need is an emotional disability resulting in significant and sometimes violent behavioral outbursts, **which includes but is not limited to the Comprehensive Behavioral Intervention Program (CBIP), the Behavioral Based Sub-Separate (BBSS) Program, Alternative School Programs, or a successor program.** This assignment is to the program and not an individual student or classroom. Within any given day, the paraprofessional may be working with students from pre-school to 5<sup>th</sup> grade.

<sup>1</sup> Proposed changes are shown as follows: inserted/new language in **bold italics**, and deleted language with a ~~strikethrough~~.

2. ~~The program~~ **Paraprofessionals assigned to Behavioral/Alternative School Programs** ~~must~~ **shall** be trained in verbal de-escalation techniques; approved physical management (including restraint) procedures; physical escort; and exclusionary time-out.
3. ~~Employees currently assigned to M-Pod positions may elect to remain in these positions beginning with the 2005-06 school year.~~ Future vacancies for these positions will be posted in accordance with this Article and shall include a statement that paraprofessionals accepting an assignment shall participate in the required training for the position.
4. ~~Paraprofessionals in these positions may not bid or seek re-assignment to other positions in the bargaining unit without the approval of the Superintendent of Schools.~~ Paraprofessionals assigned to ~~M-Pod floater~~ positions **in Behavioral/Alternative School Programs** shall receive an annual stipend of ~~\$500.00~~ **eight-hundred dollars (\$800.00)** payable in two **(2)** installments of ~~\$250.00~~ **four-hundred dollars (\$400.00)** on the 91<sup>st</sup> day and ~~\$250.00~~ on the ~~182<sup>nd</sup>~~ **last** day of the school year.
8. **ARTICLE 11: SUMMER SCHOOL & BEFORE AND AFTER SCHOOL PROGRAMS**
- C. Amend the title of Article 11 to read: Summer **School Programs/Before** and After School Programs
- D. Amend Paragraphs A-E to read:
- A. ~~Following determination by~~ **When** the School Committee ~~of the~~ **decides to run** Summer School **Programs and/or Before** and **After School Programs** for the year, ~~the~~ Paraprofessional positions to be filled for each program shall be posted in every school **building and on-line at [schoolspring.com](http://schoolspring.com) and sent to all members of the bargaining unit via electronic e-mail** not later than April 15th; except, however, that notices of positions in projects financed by federal funds shall be posted as soon as possible by the Program Director. Notices of **Summer School/and Before** and **After School Program** positions shall be posted ~~in every school~~ **as provided above** at least ~~ten (10)~~ **fifteen (15)** school days before the filling of such position. **The posting for each position shall include:**
- **A description of the position including required qualifications.**
  - **A list of the duties/responsibilities performed by someone in the position including but not limited to diapering/toileting, feeding, and a description of the student population served (e.g. medically fragile students).**
  - **Work location/building assignment of the position.**
  - **Number of hours/day and days/week for the position.**
  - **Start date and End/date for the position.**
- B. Each ~~A~~ Paraprofessional desiring a ~~position to work~~ in a **Summer School Program** and/or a **Before and After School Program** shall file his/her application in writing, **via**

<sup>1</sup> Proposed changes are shown as follows: inserted/new language in **bold italics**, and deleted language with a ~~strikethrough~~.

**electronic e-mail**, with the Office of Human Resources **Capital Services** on or before the closing date of application.

C. Each applicant shall be notified **within ten (10) work days, and in writing** of the disposition of his/her application.

D. In assigning **Paraprofessionals to a Summer School Program** and/or **a Before and After School Program** Paraprofessional positions, preference shall be given to qualified applicants **from within the bargaining unit** a program for the positions which correspond to the applicants regular school day assignments. **Qualified members of the bargaining unit shall be hired first before employees from outside the unit.** In cases of conflict, seniority, as defined in Article V, shall govern.

E. Paraprofessionals working in **a Summer School** and/or **a Before and After School Programs** shall be paid in accordance with the basic salary schedule in Appendix A.

9. **ARTICLE 14: COMPENSATION**

Amend Paragraph L2 to read as follows:

2. Lunch aides employed prior to July 1, 1999 shall receive a clothing allowance of ~~\$125.00~~ **one-hundred and fifty dollars (\$150.00)** per year payable annually on the second pay day in September. Lunch aides employed after July 1, 1999 shall have their uniforms supplied by the School Department at no cost to the lunch aide. Health paraprofessionals shall be provided with lab coat(s).

15. **APPENDIX C: PARAPROFESSIONAL EVALUATION PROCEDURE**

Add a new Appendix C to read as follows:

16. **APPENDIX D: PARAPROFESSIONAL EVALUATION FORM**

Add a new Appendix D to read as follows:

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<sup>1</sup> Proposed changes are shown as follows: inserted/new language in **bold italics**, and deleted language with a ~~strikethrough~~.



**APPENDIX C**  
**NEW BEDFORD PUBLIC SCHOOLS**  
PARAPROFESSIONAL EVALUATION PROCEDURE

1. PARAPROFESSIONAL EVALUATION PROCEDURE.

A. The Paraprofessional Evaluation Procedure (the Evaluation System) is designed to provide an Employee with feedback regarding his/her work performance, to enhance professionalism and accountability of staff, and to recognize professional growth. The Evaluation System will provide each Paraprofessional with feedback regarding his/her work performance assessed against agreed upon PERFORMANCE STANDARDS/INDICATORS. Each Paraprofessional will receive an OVERALL RATING consistent with the aggregate of the ratings he/she received on the PERFORMANCE STANDARDS/INDICATORS. The evaluation of Paraprofessionals shall be the responsibility of the Administration and shall be openly conducted by them with full knowledge of the Employee.

B. EVALUATORS. A Principal shall assign an Evaluator to each Paraprofessional who is normally assigned to work in his/her building. An Evaluator must be a full time Employee of the New Bedford Public Schools who has day-to-day knowledge of the Employee's work performance through direct supervision. An Evaluator may be a Principal, Assistant Principal, or another licensed Administrator who works in the same building as the Paraprofessional. The Annual evaluation for a Paraprofessional who regularly works in more than one (1) school building shall be completed by an Evaluator who works in the building where the Employee works a majority of the time. An Employee shall be notified of his/her Evaluator at the outset of each new evaluation cycle, and no later than September 15<sup>th</sup> of each school year. Any Employee hired on or after September 1<sup>st</sup> shall be notified of his/her Evaluator no later than thirty (30) calendar days from their date of hire. Said notification shall be done in writing, and using secure electronic notification such as the Employer's e-mail system.

C. NOTIFICATION/CHANGE OF EVALUATOR. The Evaluator may be changed upon notification in writing to the Employee. At any time during the evaluation cycle, an Employee may send a written request to the Superintendent for a different Evaluator. Said request shall be made in writing, and using secure electronic notification such as the Employer's e-mail system. The Superintendent may approve or deny such a request, which shall not be subject to the grievance and arbitration procedure, provided his/her decision is not arbitrary or capricious.

D. RECORD OF EVALUATION. The parties agree that an effective evaluation process requires meaningful, ongoing, two-way communication. To facilitate this process, the parties agree that each Paraprofessional shall have a Record of Evaluation maintained as part of his/her Personnel File, pursuant to Article 5 – Working Conditions, Paragraph L, Paraprofessional Files. Each Employee's Record of Evaluation shall consist of the Paraprofessional Evaluation Form and all other documentation (including but not limited to e-mails and other forms) used in the evaluation process. All evaluation documents contained in the Record of Evaluation shall remain confidential as personnel records for each member of the bargaining unit, and will not be considered a public record per the Privacy Exemption under the Massachusetts Public Records Law, M.G.L. c. 4, §7(26)(c).

E. GENERAL PROVISIONS. The evaluation of Paraprofessionals shall be based upon specific examples of an Employee's work performance and other documentation collected during the current evaluation cycle including, but not be limited to observation(s) of classroom performance.

1. The Annual Evaluation of Paraprofessionals shall be conducted using the Paraprofessional Evaluation Form in Appendix D.
2. The evaluation process must be flexible enough to provide for differences in the context of an Employee's assignment, such as the characteristics of students and/or classroom, class size, and duties performed by the Employee.
3. An Evaluator may solicit additional input from a classroom teacher regarding a Paraprofessional, provided the classroom teacher has day-to-day knowledge of the Employee's work performance

**APPENDIX C**  
**NEW BEDFORD PUBLIC SCHOOLS**

PARAPROFESSIONAL EVALUATION PROCEDURE

through direct supervision. Any such input solicited from a classroom teacher will include specific examples of the Employee's performance and must be documented in the Evaluator's Comments section of the Paraprofessional Evaluation Form.

4. An Employee shall be with provided copies of all documentation collected and used to evaluate his/her work performance on any of the PERFORMANCE STANDARDS/INDICATORS, at the time said documents are collected.
5. An Employee may respond in writing to any documentation collected and used to evaluate his/her work performance. In response to a rating of Needs Improvement or Unsatisfactory, an Employee may submit documentation to their Evaluator that they feel is relevant to verify their performance on any of the PERFORMANCE STANDARDS/INDICATORS. All documentation collected, and any Employee response shall become a part of the Employee's Record of Evaluation during the current evaluation cycle.
6. All documentation used to evaluate a Paraprofessional shall be collected over a sufficient period of time as to make a valid assessment, and the Paraprofessional shall be provided with appropriate feedback and given sufficient time to correct deficiencies in his/her performance.
  8. A Principal will ensure that an Annual Evaluation is completed for all Employee(s) who work in his/her school/building. The evaluation will be completed and presented to an Employee, absent circumstances beyond the control of the Employer, no later than June 1<sup>st</sup> of each school year.
9. The Evaluator may use the Evaluator's Comments section of the Paraprofessional Evaluation Form to provide feedback on each of the PERFORMANCE STANDARDS/INDICATORS rated. An Evaluator's comments shall be based upon specific examples of the Employee's work performance, and the Evaluator must provide feedback on any PERFORMANCE STANDARDS/INDICATORS rated "NEEDS IMPROVEMENT" or "UNSATISFACTORY", including but not limited to a list of the STANDARDS/INDICATORS in question and any supporting documentation, the suggested actions for correcting the problem(s), and any other supports and resources available to the Employee to assist them in improving their performance.
10. Upon completion of an evaluation the Evaluator shall sign, date and present the completed Paraprofessional Evaluation Form to the Employee along with copies of any additional documents collected and used during the current evaluation cycle.
11. The Paraprofessional Evaluation Form must be signed by the Evaluator and delivered face-to-face, or by placing a copy in a sealed envelope in the Employee's mailbox at his/her work location, or by secure electronic notification such as the Employer's e-mail system.
12. An Employee may respond in writing to any part of the evaluation that he/she believes is incorrect or inaccurate using the Employee Response section of the Paraprofessional Evaluation Form.
13. The Employee shall sign and date the Paraprofessional Evaluation Form within five (5) school days of receiving it from his/her Evaluator. The Employee's signature indicates that he/she has received the evaluation in a timely fashion, and does not indicate agreement or disagreement with its contents.

**APPENDIX C**  
**NEW BEDFORD PUBLIC SCHOOLS**  
PARAPROFESSIONAL EVALUATION PROCEDURE

2. PERFORMANCE RATINGS.

A. The Paraprofessional Evaluation System shall provide feedback for positive performance and professional growth, as well as feedback and assistance for correcting deficiencies in performance.

B. An Evaluator will assign a rating to each PERFORMANCE INDICATOR by placing a “✓” under the appropriate rating for that INDICATOR. An Evaluator will then assign a rating to each PERFORMANCE STANDARD by placing a “✓” under the appropriate rating for that STANDARD, consistent with the aggregate of the ratings assigned to all PERFORMANCE INDICATORS under that STANDARD. If a particular INDICATOR/STANDARD does not apply to the Paraprofessional being evaluated, the Evaluator shall place a “✓” under the column “N/A” for that INDICATOR/STANDARD. Using his/her professional judgement, an Evaluator will also assign an OVERALL RATING which is consistent with the aggregate of the ratings assigned to all PERFORMANCE STANDARDS/INDICATORS, using the following rating system:

PERFORMANCE RATINGS

EXCEEDS EXPECTATIONS: Employee's performance consistently and significantly exceeds the requirements of the INDICATOR/STANDARD or Overall.

MEETS EXPECTATIONS: Employee's performance consistently meets the requirements of the INDICATOR/STANDARD or Overall.

NEEDS IMPROVEMENT: Employee's performance is below the requirements of the INDICATOR/STANDARD or Overall, but is not considered UNSATISFACTORY at this time. Improvement on this INDICATOR/STANDARD or Overall is necessary and expected.

UNSATISFACTORY: Employee's performance on an INDICATOR/STANDARD or Overall has not significantly improved following a rating of NEEDS IMPROVEMENT, or the Employee's performance is consistently below the requirements of an INDICATOR/STANDARD or Overall and is considered inadequate, or both.

3. FEEDBACK FOR IMPROVEMENT.

A. A Paraprofessional shall be provided with appropriate feedback to correct deficiencies in his/her work performance including but not limited to a list of the PERFORMANCE STANDARDS/INDICATORS in question and any supporting documentation, the suggested actions for correcting the problem(s), and any other supports and resources available to the Employee to assist them in improving their performance.

B. A Paraprofessional shall not have his/her Overall Rating lowered to “NEEDS IMPROVEMENT” or “UNSATISFACTORY” as part of his/her Annual Evaluation unless his/her Evaluator held a meeting with the Paraprofessional during the school year, and he/she was provided with a list of the PERFORMANCE STANDARDS/INDICATORS in question and any supporting documentation, the suggested actions for correcting any deficiencies noted, and any other supports and resources available to the Employee to assist them in improving their performance. This meeting must be held prior to March 15<sup>th</sup>, and will be documented in writing.

C. A Paraprofessional who receives an Overall Rating of “UNSATISFACTORY” on his/her annual evaluation shall be given sufficient time, to correct any deficiencies in his/her work performance

**APPENDIX C**  
**NEW BEDFORD PUBLIC SCHOOLS**  
PARAPROFESSIONAL EVALUATION PROCEDURE

4. GENERAL PROVISIONS.

A. The parties agree that, barring a pattern of performance of an egregious nature or where an Employee's continued employment impacts the safety of students, staff, or the general public; no Employee shall be demoted, disciplined, discharged, reduced in rank or compensation due to the Evaluation System during the evaluation cycle.

B. Should the Massachusetts Secretary of State or any court of competent jurisdiction determine that documents (which are part of the Evaluation System) and transmitted via secure electronic notification such as the Employer's e-mail system are a Public Record, then the parties' agree to re-open their collective bargaining agreement to negotiate over a new delivery method for these documents.

C. Violations of this article are subject to the grievance and arbitration procedures. In a situation where the process has resulted in a fair and thorough evaluation but the Evaluator has missed deadlines that do not impact the fairness of the evaluation, that type of misstep should not undo an otherwise fair and thorough evaluation process.

NBFP - 5.17.2019



**APPENDIX D**  
**NEW BEDFORD PUBLIC SCHOOLS**  
**PARAPROFESSIONAL EVALUATION FORM**

FIRST NAME \_\_\_\_\_ LAST NAME \_\_\_\_\_ DATE OF HIRE \_\_\_\_\_ SCHOOL YEAR \_\_\_\_\_

A. **EMPLOYEE CATEGORY/SCHOOL:** \_\_\_\_\_  
 \_\_\_\_\_ ASSIGNMENT \_\_\_\_\_ SCHOOL \_\_\_\_\_

B. **PERFORMANCE STANDARDS/INDICATORS:** Assign a rating to each PERFORMANCE INDICATOR by placing a "√" under the appropriate rating for each INDICATOR. Assign a rating to each PERFORMANCE STANDARD by placing a "√" under the appropriate rating for each STANDARD consistent with the aggregate of the ratings assigned to all PERFORMANCE INDICATORS under that STANDARD. If a particular INDICATOR/STANDARD does not apply, place a "√" under the column "N/A" for that STANDARD/INDICATOR. Use the COMMENTS section to provide feedback which supports the ratings on each STANDARD/INDICATOR.

	EXCEEDS EXPECTATIONS	MEETS EXPECTATIONS	NEEDS IMPROVEMENT	UNSATISFACTORY	N/A
<b>PERFORMANCE STANDARD</b>					
<b>PERFORMANCE INDICATOR</b>					
<b>I. COMMITMENT TO ASSIGNMENT</b>					
A. Accepts and willingly carries out assignments.					
B. Addresses concerns/issues through proper chain of command.					
C. Demonstrates flexibility and adjusts to change.					
D. Demonstrates initiative and resourcefulness.					
E. Displays interest and enthusiasm at work.					
F. Is punctual/on-time for his/her assignments.					
G. Maintains regular attendance.					
<b>II. RESPONSIVENESS TO STUDENT NEEDS</b>					
A. Displays concern for student health and safety.					
B. Helps students communicate in a positive manner.					
C. Interacts positively with students.					
<b>III. INSTRUCTIONAL KNOWLEDGE AND SKILLS</b>					
A. Displays awareness of basic classroom/school routines.					
B. Follows through on directions.					
C. Is successful in the reinforcement of skills.					
D. Maintains confidentiality on student issues.					
E. Works well with groups or individual students.					
<b>IV. STAFF/PARENT RELATIONSHIPS</b>					
A. Accepts guidance and constructive suggestions.					
B. Accepts individual differences.					
C. Communicates well with parents.					
D. Is a cooperative team member.					
E. Is tactful and considerate of others.					

C. **OVERALL RATING:** Assign an OVERALL RATING to this Paraprofessional by placing a "√" in the box by the Overall Rating which is consistent with the aggregate of the ratings assigned to all the PERFORMANCE STANDARDS/INDICATORS above:

(CHECK ONLY ONE)

- EXCEEDS EXPECTATIONS       MEETS EXPECTATIONS       NEEDS IMPROVEMENT       UNSATISFACTORY

\_\_\_\_\_  
SIGNATURE OF EVALUATOR      DATE

\_\_\_\_\_  
SIGNATURE OF EMPLOYEE      DATE

**APPENDIX D**  
**NEW BEDFORD PUBLIC SCHOOLS**  
**PARAPROFESSIONAL EVALUATION FORM**

\_\_\_\_\_  
FIRST NAME

\_\_\_\_\_  
LAST NAME

\_\_\_\_\_  
DATE OF HIRE

\_\_\_\_\_  
SCHOOL YEAR

D. EVALUATOR'S COMMENTS:

<b><u>EVALUATOR COMMENTS</u></b> (ATTACH ADDITIONAL PAGES AS NEEDED).

E. EMPLOYEE'S RESPONSE:

<b><u>EMPLOYEE RESPONSE</u></b> (ATTACH ADDITIONAL PAGES AS NEEDED).

Attachment(s) included

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10. ARTICLE 7: LEAVES OF ABSENCE

D. LEAVE FOR SICKNESS & DISABILITY

Amend Paragraph A2 to read:

2. Each paraprofessional shall receive notice of his/her accumulated sickness and disability leave by November 15th. ***Effective August 1, 2019, Paraprofessionals may use accumulated Leave for Sickness & Disability in half-day increments.***

E. PERSONAL LEAVE

Amend Paragraph G1 to read:

1. Paraprofessionals shall be granted two (2) days of personal leave with full pay, annually. Such days will be pre-arranged with the Principal or immediate Supervisor, whenever possible. Additional leave may be granted by the Superintendent. ***Effective August 1, 2019, Paraprofessionals may use accumulated Personal Leave in half-day increments.***

11. ARTICLE 6: ASSIGNMENTS, TRANSFERS AND VACANCIES

A. Amend Paragraph B1 a) to read:

a) **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 1<sup>st</sup>. Such posting shall be referred to as the "In-Building Posting", ***and shall be posted on bulletin boards in the applicable school building and on the New Bedford Public Schools website. A copy of each posting shall also be sent to the Federation President via electronic e-mail.*** The In-Building posting shall be active for a minimum of ~~five (5)~~ ***fifteen (15)*** work days, ***and each posting shall include:***

- ***A description of the position including required qualifications.***
- ***A list of duties/responsibilities performed by someone in the position, including but not limited to diapering/toileting, feed, and a description of the student population served (e.g. medically fragile students).***
- ***Work location/building assignment of the position.***
- ***Number of hours/day and days/week for the position.***

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

<sup>1</sup> Proposed changes are shown as follows: inserted/new language in ***bold italics***, and deleted language with a ~~strikethrough~~.



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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. **When filling vacancies advertised in In-Building postings preference shall be given to qualified applicants from within the bargaining unit. The successful applicant will be notified in writing via electronic email of his/her selection.**

B. Amend Paragraph B1 b) to read:

a) **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”, **and shall be posted on bulletin boards in every school building and on the New Bedford Public Schools website. A copy of each posting shall also be sent to the Federation President via electronic e-mail.** The District-Wide posting shall be active for a minimum of five ~~(5)~~ **fifteen (15)** work days, **and each posting shall include:**

- **A description of the position including required qualifications.**
- **A list of duties/responsibilities performed by someone in the position, including but not limited to diapering/toileting, feed, and a description of the student population served (e.g. medically fragile students).**
- **Work location/building assignment of the position.**
- **Number of hours/day and days/week for the position.**

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 (3) most senior qualified applicants but may choose to interview additional applicants. **When filling vacancies advertised in District-Wide postings preference shall be given to qualified applicants from within the bargaining unit.** After such review and interviews, the Principal may, but is not required to, select one of the applicants for the position and such ~~The successful applicant will be notified in writing or by~~ **via electronic email of his/her selection.**

C. Amend Paragraph B2 to read:

2. Vacancies during the School Year

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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. ***When filling vacancies during the school year preference shall be given to qualified applicants from within the bargaining unit. The successful applicant will be notified in writing via electronic email of his/her selection.***

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12. APPENDIX A: SALARY SCHEDULE

F. Appendix A – Non-Instructional Paraprofessionals

- Effective 8/1/2019 increase all rates of pay by ten percent (10%).
- Effective 8/1/2019 add the following Steps to the Salary Schedule:
  - Step 15 (4.18% above current Step 11).
  - Step 20 (4.18% above proposed Step 15).
- Effective 8/1/2020 increase all rates of pay by ten percent (10%).
- Effective 8/1/2021 increase all rates of pay by ten percent (10%).

G. Appendix A – Instructional Paraprofessionals

- Effective 8/1/2019 increase all rates of pay by ten percent (10%).
- Effective 8/1/2019 renumber Steps A-J to read 1-10.
- Effective 8/1/2019 add the following Steps to the Salary Schedule:
  - Step 15 (3.760% above current Step 10) HQ w/o Degree.
  - Step 20 (3.760% above proposed Step 15). HQ w/o Degree.
  - Step 15 (3.107% above current Step 10) HQ w/ AS/BS Degree.
  - Step 20 (3.107% above proposed Step 15). HQ w/ AS/BS Degree.
- Effective 8/1/2020 increase all rates of pay by ten percent (10%).
- Effective 8/1/2021 increase all rates of pay by ten percent (10%).

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