

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE NEW BEDFORD SCHOOL COMMITTEE**

**AND**

**THE NEW BEDFORD SUPPORT SPECIALISTS UNION**

**July 1, 2023 – June 30, 2026**

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**ARTICLE 1**  
**RECOGNITION**

Pursuant to the Department of Labor Relations certification WMAM-19-7700, the New Bedford School Committee (referred to as the “Committee”) recognizes the New Bedford Support Specialist Union (referred to as the “Union”) as the representative for all full-time and regular part-time Behavioral Assistants (also referred to as Behavior Specialists or Behaviorists), Speech Language Pathologist Assistants (also referred to as SLPAs), Wraparound Coordinators, Student Mentors, and Occupational Therapy Assistants (also referred to as OTAs) employed by the New Bedford School Committee but excluding all managerial, confidential, casual and other employees.

**ARTICLE 2**  
**MANAGEMENT RIGHTS**

The Committee shall have the right to exercise complete control and discretion over its organization, operation, curriculum, personnel, services, equipment and technology, including but not limited to the following rights:

- 1) the right to determine the number of employees required in each classification;
- 2) the right to determine the content of job classifications and to establish and, subject to meeting the Committee’s impact bargaining obligations, revise job descriptions;
- 3) the right to determine the services to be provided;
- 4) the right to determine the standards of conduct;
- 5) the right to determine the methods, means and personnel by which its operations are to be conducted;
- 6) the right to contract out work;
- 7) the right to require employees to engage in training and professional development during the work day;
- 8) the right to establish and revise personnel evaluation programs; and the right to evaluate employees consistent with the provisions in this Agreement;
- 9) the right to set and alter scheduled work hours;
- 10) the right to assign, reassign, and transfer employees to work locations and to work consistent with their job description and professional responsibilities;
- 11) the right to suspend, discharge or take any other disciplinary action against an employee consistent with the provisions in this Agreement;
- 12) the right to relieve from duty employees because of lack of work, reorganization, reduction or elimination of grant or local funding, or other financial, programmatic, or operational reasons; and
- 13) the right to take any and all temporary actions to carry out its mission in emergencies related to student and staff health and safety.

**ARTICLE 3**  
**WORK YEAR AND HOURS OF WORK**

**3.1 Work Year**

The work year for all full-time employees, excluding Wraparound Coordinators, includes all days that students are in session in the building(s) to which the employee is assigned and all District Professional Development/Convocation days and additional days provided by this Agreement; additional workdays shall be determined by the Superintendent or the Superintendent’s designee.

The work year for Wraparound Coordinators shall be 12 months, including all days that students are in session and all District Professional Development/Convocation days and additional days provided by this Agreement; additional workdays shall be determined by the Superintendent or the Superintendent's designee. If school is closed due to inclement weather (i.e. snow day for students), Wraparound Coordinators may work from home and will not be required to report to their schools or other buildings.

### **3.1.1 Summer Programming**

Ten-month or school year employees may be required to work in the District's summer programming. Such employees will be notified on or about by May 15<sup>th</sup> of each school year if they will be required to work the summer following such notice. Scheduled summer program(s) start and end dates and the anticipated number of hours for the summer program(s) will be included in said notification. The notification date may be extended upon mutual agreement.

Behaviorists who are assigned to buildings which have in-house programs shall be granted the first opportunity to work in the summer programs in their job classifications in their building in order of seniority. Behaviorists in the District may apply for remaining positions within their job classifications. The District may fill any remaining positions after this process has been completed by requiring Behaviorists to work the summer program by inverse order of seniority within the building. The District may fill any remaining positions in summer programming by inverse order of seniority in the District.

SLPAs and OTAs shall be granted the first opportunity to work in the summer programs in their job classifications in order of seniority. The District may fill any remaining positions after this process has been completed by requiring employees within the job classification to work the summer program by order of inverse seniority. Assignments and scheduled hours will be determined by the Related Services/Special Education Department.

Nothing in this section prevents the District from using contractors to perform work in the summer.

All 10-month employees who work a summer program shall be compensated at their regular hourly rate for hours worked during summer programming.

### **3.2 Workday**

Generally, full-time employees covered by this agreement, except Wraparound Coordinators, shall work 7 hours per day, including a paid one-half hour lunch break. However, when a full-time employee (excluding Wraparound Coordinators) is assigned to an extended day/expanded learning time school, the employee may be required to work the extended hours and days of that school. The work hours shall be determined by the Superintendent/designee and may include time before and/or after the student day.

Generally, Wraparound Coordinators work no less than forty (40) hours per week. Wraparound Coordinators are -required to work nights, weekends or other hours outside of the student learning day and school year as directed by the Wraparound Manager/designee or Lead Wraparound Coordinator, or on an as-needed basis. Generally, Wraparound Coordinators will be given one week's notice, when possible, for work on nights and weekends. Advance notice may not be possible and will not be required in emergency situations. With the prior authorization from the Wraparound Manager/designee, Wraparound Coordinators may flex their schedule and/or may be permitted to work remotely from PRAB.

### **3.3 Training and Professional Development**

Employees shall attend professional development and training activities on workdays during the work year as directed.

### **3.4 Suggested Topics for Professional Development**

On or before April 15<sup>th</sup> of each work year, the NBSSU President/designee shall provide suggested topics for professional development by job classification for the following school year to the Executive Director of Human Capital Services for consideration by the Executive Director of Human Capital Services.

## **ARTICLE 4 LEAVE BENEFITS**

### **4.1 A Sick Leave**

Paid sick leave is available to cover an employee's absence from work for illnesses or injuries in accordance with this Article. Employees are required to follow District procedure for obtaining approval and recording sick leave usage.

All full-time employees accrue sick leave at the rate of one and one-quarter (1.25) days per month worked. Unused accrued sick leave from one work year may be carried over into subsequent work years up to a maximum of 180 days for all employees.

Employees may be required to provide a medical certificate signed by a licensed physician or health care provider for absences exceeding five (5) consecutive days or at the request of Superintendent or designee.

### **4.1 B Parental Leave**

An employees who is eligible for leave pursuant to the Massachusetts Parental Leave Act ("MPLA"), Massachusetts General Laws chapter 149, section 105D, shall notify the Office of Human Capital Services, in writing, as soon as possible and request a leave of absence specifying the dates requested for the beginning and end of the leave. This notification will be provided as far in advance as possible, preferably no fewer than thirty (30) workdays, but at least two (2) weeks before the leave is anticipated to begin. MPLA leave is unpaid leave and commences at the time of the birth/adoption of the employee's child/children and continues for up to eight (8) consecutive weeks including weeks with holidays, vacation weeks, and weeks that include no workdays. Such employee may utilize up to eight (8) weeks of the employee's accrued sick leave to cover the employee's absence under the MPLA. However, in accordance with the MPLA, when both parents of the child are employed by the New Bedford Public Schools/City of New Bedford, the parents are limited to a total of eight (8) weeks of MPLA leave in the aggregate. When an employee is eligible for MPLA leave and FMLA leave, the two leaves run simultaneously and any remaining FMLA leave after the MPLA leave has been exhausted is unpaid.

### **4.1 C SICK LEAVE BANK**

#### **1. Establishment of the Sick Leave Bank**

A Sick Leave Bank shall be established for the purpose of making additional sick leave days available to eligible employees who: (i) have exhausted their entire sick leave accumulation as a result of a prolonged illness or injury, (ii) have exhausted all other paid leave time, and (iii) have a serious illness or injury requiring in a continuous prolonged absence.

#### **2. Funding of the Sick Leave Bank**

The Sick Leave Bank will be initially funded by deducting one sick day from the accumulated sick leave

days of each employee who elects to participate in the Sick Leave Bank. When the Bank is depleted to twenty (20) days, an additional assessment of one (1) day of sick leave shall be made against the sick leave account of each employee who elects to continue to participate in the Bank. The total number of days in the Sick Leave Bank shall not exceed eighty (80) days at any time.

### 3. Administration of the Sick Leave Bank

The Sick Leave Bank shall be administered by a Sick Leave Bank Committee comprised of five (5) persons, three (3) appointed by the Superintendent, and two (2) by the President of the NBSSU. The decisions of the Sick Leave Bank Committee including but not limited to decisions with respect to eligibility, entitlement, and the granting of days, shall be final and binding and shall be final and shall not be subject to the grievance procedure

### 4. Membership in the Sick Leave Bank

Participation in the Sick Leave Bank shall be voluntary. Any eligible employee who voluntarily participates in the Sick Leave Bank shall be eligible to apply for Sick Leave Bank days. Employees who have completed their probationary period are eligible to participate in the Sick Leave Bank and may voluntarily elect to join the Sick Leave Bank. Such employees wishing to join the Sick Leave Bank must submit their request for membership on a form provided by the Office of Human Capital Services on or before September 15<sup>th</sup> each year.

### 5. Granting of Sick Leave Bank Days

The Sick Leave Bank Committee shall determine eligibility for the use of the Sick Leave Bank and the amount of days, if any, to be granted to an employee. Employees who are members of the Sick Leave Bank and who have exhausted all accumulated sick leave and other paid leave, and who have a prolonged serious illness or injury may apply for Sick Leave Bank days. The initial grant of sick leave days from the Bank by the Sick Leave Bank Committee shall not exceed twenty (20) days. The employee may reapply to the Sick Leave Bank for up to an additional twenty (20) days of sick Leave Bank days after the employee exhausts the initial grant of sick leave bank days. Requests for Sick Leave Bank days shall be submitted, in writing, to the Sick Leave Bank Committee, and shall include a written statement from the employee's physician indicating the nature and the extent of the employee's illness or injury and the estimated time that the employee will be absent from work. In administering the Bank and determining the amount of sick leave days to grant, the Sick Leave Bank Committee shall consider the following:

- (a) medical evidence of serious extended illness or injury,
- (b) prior utilization of sick leave,
- (c) the employee's years of service,
- (d) prior grants of days from the Sick Leave Bank, and
- (e) any other factors that a majority of the Sick Leave Bank Committee deems is appropriate.

No days may be granted from the Sick Leave Bank for any illness/injury other than a continuous prolonged illness or injury. Days shall not be granted to permit an employee to be absent to care for a member of the employee's family or to care for any other person.

### 6. Payment of Sick Leave Bank Days

Payment of Sick Leave Bank days shall be at the same rate of pay as the employee would receive using the employee's sick leave. One day of sick leave shall be deducted from the Sick Leave Bank for each Sick Leave Bank day granted by the Sick Leave Bank Committee.



#### 4.2 Personal Leave

Employees, except Wraparound Coordinators, shall receive two (2) non-cumulative personal leave days per work year for the purpose of transacting or attending to imperative legal business, household or family matters which require absence during work hours and which cannot otherwise be scheduled outside of the work day. An employee must provide her/his supervisor with at least 48 hours prior notice, when practicable, of the reason and need for a personal day. An employee's supervisor shall have the discretion to approve or deny personal leave requests. Employees are required to follow district procedure for obtaining approval and recording personal leave usage. All requests shall be made to the employee's immediate supervisor.

Wraparound Coordinators shall receive three (3) non-cumulative personal leave days per work year for the purpose of transacting or attending to imperative legal business, household or family matters which require absence during work hours which cannot otherwise be scheduled outside of the work day. An employee must provide her/his supervisor with at least 48 hours prior notice, when practicable, of the reason and need for a personal day. An employee's supervisor shall have the discretion to approve or deny personal leave requests. Employees are required to follow district procedure for obtaining approval and recording personal leave usage. All requests shall be made to the employee's immediate supervisor.

#### 4.3 Holidays

Full-time employees shall be entitled to the following paid holidays if such holidays fall within the employee's work year:

New Year's Day	Labor Day
Martin Lither King Jr. Day	Columbus Day
President's Day	Veterans Day
Good Friday	Thanksgiving
Patriot's Day	The Friday after Thanksgiving
Memorial Day	Christmas Eve
Juneteenth* (effective June 19, 2023)	Christmas Day
Independence Day*	New Year's Eve

\*Juneteenth is only included as a paid holiday for Wraparound Coordinators or if the employee is required to work in June past the Juneteenth holiday. Independence Day is only included as a paid holiday for Wraparound Coordinators or if the employee is required to work in the District's summer program and the program commences prior to Independence Day.

#### 4.4 Bereavement Leave

In the event of a death in the immediate family of an employee, the employee will be granted leave with pay for up to five (5) consecutive work days\*. "Immediate family member" is defined as the employee's spouse, child, parent, sibling, and/or relative who resides in the same household with the employee, or other person residing in the same household as the employee for the twelve (12) month period prior to death.

In the event of a death of a member of an employee's family, the employee will be granted leave with pay for up to three (3) consecutive work days\*. "Members of an employee's family" is defined as a parent-in-law, sibling-in-law, grandchild and/or grandparent.

At the discretion of the Superintendent/designee, employees may be granted one (1) day\* of funeral leave to attend a funeral or memorial service for an aunt, uncle, or other relative of the employee with the Superintendent/designee's prior approval.

Employees are required to follow district procedure for obtaining approval of bereavement leave usage.

\*Bereavement time must be used within ten (10) calendar days of the date of death; exceptions to this 10-calendar day period may be authorized by the Superintendent/designee.

#### **4.5 Vacation Leave for Wraparound Coordinators**

Wraparound Coordinators shall be entitled to twenty (20) vacation days earned ratably throughout the fiscal year at the rate of 1.66 days per month worked. Earned vacation must be used in the year in which it is earned and shall not be carried over into subsequent work years. Requests for vacation must be made at least two weeks prior to the first day of requested leave. All requests shall be made to the employee's immediate supervisor.

#### **4.6 One-Year Leave of Absence**

Employees may request a one (1) school year leave of absence provided that the employee made a written request to Human Capital Services for such a leave no later than April 1<sup>st</sup> prior to the school year that the employee is requesting to be on leave. Such leave shall not be granted for the employee to engage in employment outside of the New Bedford Public Schools. Employees on leave shall not be entitled to any compensation or benefits and shall not accrue seniority while on leave.

#### **4.7 Other Leaves**

Employees may request a leave of absence to complete a required internship for a professional licensure. Employees can obtain information regarding other leaves by contacting the Human Capital Services Department. This section is provided for informational purposes only.

#### **4.8 Paid leave days for Behavioral Assistants, SLPAs, OTAs, and Student Mentors**

A. Effective July 1, 2023, Behavioral Assistants, SLPAs, OTAs, and Student Mentors who have completed their probationary period shall receive two (2) days of pay during the holiday break between Christmas and New Years.

B. Effective July 1, 2024, Section A of Article 4.8 shall be replaced with the following: "Behavioral Assistants, SLPAs, OTAs, and Student Mentors who have completed their probationary period shall receive three (3) days of pay during the holiday break between Christmas and New Years."

### **ARTICLE 5**

#### **PROBATIONARY PERIOD, NONRENEWAL, LAYOFF, AND RECALL**

##### **5.1 Probationary Period**

All employees covered by this agreement are subject to a probationary period of two (2) full consecutive work years in their job classification. Following completion of the probationary period if the superintendent/designee intends to dismiss an employee, notice will be given in writing by the superintendent/designee of the reason for the dismissal, and the employee will have an opportunity to meet to review this decision with the superintendent/designee. Employees who move from one job classification to another job classification after having completed their probationary period are subject to a new probationary period of one (1) full work year in the new job classification. Employees who move from one job classification to another job classification without having completed their probationary period are subject to a new probationary period of two (2) full consecutive work years in the new job

classification. An employee who has completed the probationary period in the employee's job classification will not be suspended or discharged without cause.

## **5.2 Non-Renewal**

Each probationary employee shall be subject to non-renewal by written notice on or before June 15 if the employee is not to be employed for the following school year.

## **5.3 Layoff**

Employees may be laid off at any time and will be provided with seven (7) calendar days prior notice of layoff. Layoffs will be by job classification and/or by job classifications within schools or school-based programs. Employee or employees will be laid off within a job classification. In determining which employee(s) to layoff within a job classification, the superintendent/designee will consider performance, experience, dependability, education and training, language skills, and length of service and shall retain the employee or employees who in the opinion of the superintendent/designee best serve the needs of the student(s) and/or the District. When performance, experience, dependability, education and training, and language skills are no different, seniority will be used as the deciding factor.

## **5.4 Recall**

5.4.1 An employee who has been laid off shall be placed on a recall list for a period of twelve (12) calendar months from the effective date of the layoff subject to section 5.4.3. below.

5.4.2 The laid off employee during the period of recall shall inform the Executive Director of Human Capital Services of his/her current email address.

5.4.3 In the event that the superintendent/designee decides to recall a laid off employee from the recall list to a position in the classification from which the employee was laid off, the superintendent/designee shall notify the laid off employee of the recall by e-mail. The laid off employee shall have five (5) calendar days from the date of the email recall notice to respond by e-mail with his/her acceptance of the recall or decision not to accept the recall. Upon expiration of such five (5) calendar day period, if the laid off employee has not responded to the recall offer or has not accepted the offer of recall, the laid off employee shall be removed from the recall list without regard to the length of time he/she was on the recall list.

5.4.4 All recalls are subject to satisfaction of all on-boarding procedures including CORI, fingerprinting, and DCF checks and satisfaction of I-9 requirements.

# **ARTICLE 6** **COMPENSATION**

## **6.1 Compensation Schedule**

Employees are paid in accordance with the applicable wage schedule in Appendix A.

## **6.2 Initial Placement on Compensation Schedule**

The initial wages/salaries of employees new to the New Bedford Public Schools or returning to the New Bedford Public Schools after a break in service shall be set by the Superintendent/designee.

## **6.3 Payroll Schedule**

Employees will be paid on a bi-weekly schedule for hours worked and any paid leave time.

#### **6.4 Direct Deposit**

All employees shall receive their pay through direct deposit. The Committee may provide employees with electronic pay advices in lieu of paper pay stubs.

### **ARTICLE 7 EVALUATION**

- 7.1** All monitoring or observation of the work performance of an employee will be conducted openly and with the full knowledge of the employee.
- 7.2** Administrators will evaluate behaviorists. Administrators include but are not limited to the lead behaviorist, supervisor, principal, assistant principal, and clinical manager.
- 7.3** Evaluations for speech language pathology assistants will be conducted by the SPED Administrator/Related Services supervisor in collaboration with the supervising SLPs, and in-building administrators.
- 7.4** Evaluations for occupational therapy assistants will be conducted by the SPED Administrator/Related Services supervisor in collaboration with the supervising OTRs and in-building administrators.
- 7.5** Evaluations for wraparound coordinators will be conducted by the wraparound manager/designee or lead wraparound coordinator.
- 7.6** Employees will be given a written or electronic copy of any formal evaluation report prepared by their evaluator and will have the right to discuss such a report with their evaluator.

### **ARTICLE 8 VACANCIES**

- 8.1** Vacancies in the bargaining unit will be posted on the District's website. The District will email the Union president when there are vacancies in the bargaining unit. All qualified employees will be given the opportunity to apply for such positions.
- 8.2** The District will email the Union president when the District intends to fill a vacancy in the following positions that are excluded from the bargaining unit: Lead Wraparound Coordinator and Lead Behaviorist.

### **ARTICLE 9 MISCELLANEOUS**

#### **9.1 Employee Facilities**

Representative from the District and the Union will meet every other month or as needed to resolve questions or issues regarding supplies, equipment and/or work spaces.

## **9.2 Certifications/License**

Employees who are required to possess a Massachusetts state certification/license to perform their job duties shall maintain said certification/license at all times. Failure to maintain the required certification/license shall result in discipline up to and including discharge.

## **9.3 Time Recording**

All hourly employees shall sign in and out of the building(s) in which they are working. The District may implement an electronic method for sign in/out at the District's sole discretion.

## **9.4 Travel Allowance for Wraparound Coordinators**

All wraparound coordinators shall receive a Travel Allowance of one hundred dollars (\$100.00) per month worked in lieu of mileage reimbursement to cover their costs associated with in-District travel.

## **9.5 Reimbursement for license fees**

The Committee shall reimburse the cost for the required licenses for Speech Language Pathology Assistants and Occupational Therapy Assistants up to a maximum of one hundred dollars (\$100.) every two (2) years after the employee provides the Office of Human Capital Services with a copy of the renewed license and a receipt for payment of the license application fee. Reimbursement will be made by the end of the fiscal year (June 30th) in which the license was renewed provided that the request for reimbursement is made within thirty (30) calendar days of the date that the license was renewed.

## **9.6 Damage or Destruction of Personal Property**

An employee whose personal property, as defined below, is damaged or destroyed in an interaction with one or more students in the course of the employee performing the employee's duties in a school may request reimbursement for the repair or replacement of the damaged or destroyed personal property from the Office of Finance and Operations within seven (7) calendar days of such interaction. To the extent that such damage, destruction, repair or replacement is not covered by insurance, the District may reimburse the employee for the repair or replacement of the damaged or destroyed personal property, as such is defined below. Personal property is limited to the kind of property normally worn to or brought into school such as eye glasses, cell phone, sweaters, and shirts, provided that the employee has not been negligent. The term "personal property" shall not include cash, expensive watches, jewelry, personal electronic equipment such as tablets and iPads, musical instruments, bicycles, and vehicles. "Damaged or destroyed" does not include the effects of normal wear and tear. Reimbursement for repair or replacement under this section shall be limited to fifty dollars (\$50) per damaged or destroyed personal item (excluding eye glasses) and two hundred dollars (\$200) for damaged or destroyed eye glasses.

## **ARTICLE 10** **UNION DUES**

### **10.1 Union Dues**

The Committee agrees to deduct from professional employees' salaries dues to the New Bedford Support Specialists Union, the Massachusetts Teacher's Association, and the National Education Association and to transmit the amount so authorized to the Treasurer of the New Bedford Support Specialists Union.

### **10.2 Authorization**

Each professional employee who desires to authorize such deduction shall file with the Treasurer of the New Bedford Support Specialists Union a signed and dated "New Bedford Educators Association Payroll Deduction Authorization Form" authorizing the Treasurer of the City of New Bedford to deduct from their weekly earnings and to remit to the Treasurer of the Union an amount of money equal to the dues required for membership in the organizations so specified, a waiver of all right and claim against the

Committee and the City of New Bedford and the officers and agents thereof for monies deducted and remitted in accordance with said authorization, and an agreement that such deductions and remittances shall continue from year to year as so authorized unless such professional employee notifies the Treasurer of the Union and the Assistant Superintendent of Finance and Operations for the New Bedford Public Schools in writing, of their desire to discontinue or to change such authorization, such notice to be given at least sixty (60) days in advance of the effective date of such discontinuance or change.

### **10.3 Payment**

Deductions shall be made bi-weekly beginning with the second payday in October of each year. The Union agrees to save the School Committee and the City harmless from any action growing out of these deductions and commenced by any employee against the School Committee or the City and the Union assumes full responsibility for the disposition of funds so deducted once they have been turned over to the authorized responsible Union official.

### **10.4 Employee Absences**

If a professional employee who is absent on account of sickness, leave of absence, or for any other reasons has no earnings due him/her for a pay period, no deductions will be made from that professional employee for that period.

### **10.5 Employee Deductions**

The Committee will deduct from the paychecks of employees who so indicate in writing, an amount to be forwarded to the Union for participation in insurance programs offered and administered by the Union.

### **10.6 Union Leave**

The Union President/designee may use up to and including three (3) days of paid leave in the aggregate per contract year to attend union conferences or to attend to union business. Except in an emergency, the Union President shall send an email to the Executive Director of Human Capital Services requesting union leave for the President/designee at least ten (10) work days prior to the day(s) of leave. Each request for Union leave shall include the purpose/event and the date(s) of leave being requested.

## **ARTICLE 11** **GRIEVANCE PROCEDURE**

### **11.1 Definition of Grievance and Requirements for a Grievance**

A grievance is a dispute between the parties as to the application or meaning of an express provision of this Agreement. A grievance shall include the following:

- i. a citation to the specific Article and Section of this Agreement alleged to have been violated,
- ii. the name of the grievant,
- iii. the date of the alleged violation,
- iv. the specific facts supporting the alleged violation, and
- v. the proposed remedy.

Work days during the summer recess shall mean business days Monday through Friday.

A grievance that is not initiated within the time specified shall be deemed waived. Failure to appeal a grievance response to the next Level within the time limit specified shall be deemed that the grievance is resolved on the basis of the response made at the last Level, and the grievance shall not be eligible for further appeal. Failure to answer a grievance at any Level shall be deemed to be a denial of the grievance.

and the grievance may proceed to the next level. The time periods in this Article may be extended by written or email agreement of the Parties.

## **11.2 Resolution of Grievances**

The grievance will be addressed in the following manner:

1. Level I – Supervisor/Principal

The grievant, with or without a Union representative, shall present their grievance to their Supervisor/Principal within ten (10) calendar days from the occurrence of the action or failure of action giving rise to the grievance. The Supervisor/Principal shall respond to the grievance in writing within five (5) work days of the meeting with the grievant.

2. Level II – Human Capital Services

If the grievance is not resolved at Level I, the grievant with or without a Union representative, shall present their grievance with a copy of the Level I response, if any, to the Human Capital Services office by filing it as a Level II grievance.

The Level II grievance must be filed with the Human Capital Services office within five (5) work days from the date of the Level I response or within ten (10) work days of the date that the Level I response was due, if no Level I response was made.

The Executive Director of Human Capital Services or her designee may meet with the grievant and their Union representative and shall respond to the grievance within ten (10) work days of the meeting or if there was no meeting within ten (10) work days of the date the Level II grievance was filed.

3. Level III – Superintendent

If the grievance is not resolved at Level II, the grievant shall present their grievance, with a copy of the Level I and Level II responses, to the Superintendent by filing it as a Level III grievance.

The Level III grievance must be filed with the Superintendent within ten (10) work days from the date of the Level II response or within ten (10) work days of the date that the Level II response was due, if no Level II response was made.

The Superintendent may meet with the grievant and their Union representative and shall respond to the grievance within ten (10) work days of the meeting or if there was no meeting within ten (10) work days of the date the Level III grievance was filed.

4. Arbitration

a. If the grievance is not resolved at Level III, the Union may file a demand for arbitration with the Massachusetts Department of Labor Relations within ten (10) calendar days of receipt of the Superintendent's decision at Level III and shall send the Executive Director of Human Capital Services a copy of the arbitration demand on the same day it was filed at the Department of Labor Relations.

b. The arbitration shall confer with the representatives of the Committee and the Union and hold hearings promptly.

c. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in the discretion of the

Superintendent or the School Committee or which is violative of the terms of this Agreement or which exceed the submission of the grievance to him/her. The decision of the arbitrator will be final and binding on all parties to the arbitration.

d. The cost of the services of the arbitrator, including per diem, expenses, if any, actual and necessary travel expenses will be borne equally by the Committee and the Union.

**ARTICLE 12**  
**SAVINGS CLAUSE**

If any provision of this Agreement is or shall be at any time contrary to law, then, such provision shall not be applicable or enforced except to the extent permitted by law and all other provisions of this Agreement shall continue in effect.

Agreed to by the parties on the date(s) indicated below

New Bedford School Committee

New Bedford Support Specialists Union

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
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## APPENDIX A

Employees as of March 21, 2023, who are paid on an hourly basis in Appendix A.1, A.2 or A.3, and who were employed in the same position by the New Bedford Public Schools on April 14, 2021, shall move the step number in the applicable wage table on July 1, 2023 that is the same as the number of full school years of service that such employee had in the same position in the NBPS.

### **One-Time Retention Payment:**

To avoid the risk of an extraordinarily high number of vacancies in the bargaining unit for the 2023-2024 school year, the Committee will pay employees who were in positions in the bargaining unit as of June 1, 2023, and who return to a position in the bargaining unit at the start of the 2023-2024 work year, a one-time retention payment of three hundred dollars (\$300). Such payment shall be made on or about the first pay period in October of 2023.

**A.1 Behavioral Assistants (also referred to as Behavior Specialists or Behaviorists)**

The work year for all full-time Behavioral Assistants includes all days that students are in session in the building(s) to which the employee is assigned and all District Professional Development/Convocation days and additional days provided by this Agreement. When a full-time Behavioral Assistant is assigned to an extended day/expanded learning time school, the employee will be required to work the extended hours and days of that school.

The hourly wages for Behavioral Assistants are as follows:

**Hourly Rates  
Effective July 1, 2023**

<b>Step</b>	<b>Hourly Rate</b>
1	29.20
2	29.72
3	30.24
4	30.77
5	31.31
6	31.86
7	32.41
8	32.98
9	33.56
10	33.89

**Hourly Rates  
Effective July 1, 2024**

<b>Step</b>	<b>Hourly Rate</b>
1	29.71
2	30.24
3	30.77
4	31.31
5	31.86
6	32.42
7	32.97
8	33.55
9	34.14
10	34.49

**Hourly Rates  
Effective July 1, 2025**

<b>Step</b>	<b>Hourly Rate</b>
1	30.23
2	30.77
3	31.31
4	31.86
5	32.41
6	32.98
7	33.55
8	34.14
9	34.74
10	35.09

**A.2 Speech Language Pathologist Assistants (also referred to as SLPAs) and Occupational Therapy Assistants (also referred to as OTAs)**

The work year for all full-time SLPAs and OTAs includes all days that students are in session in the building(s) to which the employee is assigned and all District Professional Development/Convocation days and additional days provided by this Agreement. When a full-time SLPA or OTA is assigned to an extended day/expanded learning time school, the employee may be required to work the extended hours and days of that school.

The hourly wages for SLPAs and OTAs are as follows:

**Hourly Rates  
Effective July 1, 2023**

<b>Step</b>	<b>Hourly Rate</b>
1	31.29
2	31.84
3	32.40
4	32.97
5	33.54
6	34.13
7	34.73
8	35.34
9	35.95
10	36.31

**Hourly Rates  
Effective July 1, 2024**

<b>Step</b>	<b>Hourly Rate</b>
1	31.84
2	32.39
3	32.96
4	33.54
5	34.12
6	34.72
7	35.34
8	35.96
9	36.58
10	36.95

**Hourly Rates**  
**Effective July 1, 2025**

<b>Step</b>	<b>Hourly Rate</b>
1	32.39
2	32.96
3	33.54
4	34.13
5	34.72
6	35.33
7	35.95
8	36.59
9	37.22
10	37.60

### A.3 Student Mentors

The work year for all full-time Student Mentors includes all days that students are in session in the building to which the employee is assigned and all District Professional Development/Convocation days and additional days provided by this Agreement. The hourly wages for Student Mentors are as follows:

**Hourly Rates  
Effective July 1, 2023**

<b>Step</b>	<b>Hourly Rate</b>
1	17.21
2	17.51
3	17.82
4	18.13
5	18.45
6	18.77
7	19.10
8	19.43
9	19.77
10	20.12

**Hourly Rates  
Effective July 1, 2024**

<b>Step</b>	<b>Hourly Rate</b>
1	17.51
2	17.82
3	18.13
4	18.45
5	18.77
6	19.10
7	19.43
8	19.77
9	20.12
10	20.47

**Hourly Rates  
Effective July 1, 2025**

<b>Step</b>	<b>Hourly Rate</b>
1	17.81
2	18.13
3	18.45
4	18.77
5	19.10
6	19.44
7	19.77
8	20.12
9	20.47
10	20.83

#### A.4 Wraparound Coordinators

Article 3 defines the work year and work day for Wraparound Coordinators. The 12-month salary for full-time Wraparound Coordinators is as follows:

**Annual Salary  
Effective July 1, 2023**

<b>Step</b>	<b>Annual Salary</b>
1	50068.33
2	50944.53
3	51836.05
4	52743.18
5	53666.19
6	54605.35
7	55560.94
8	56533.26
9	57522.59
10	58529.24

**Annual Salary  
Effective July 1, 2024**

<b>Step</b>	<b>Annual Salary</b>
1	50944.52
2	51836.05
3	52743.18
4	53666.19
5	54605.34
6	55560.94
7	56533.26
8	57522.59
9	58529.24
10	59553.50

**Annual Salary  
Effective July 1, 2025**

<b>Step</b>	<b>Annual Salary</b>
1	51836.05
2	52743.19
3	53666.19
4	54605.34
5	55560.94
6	56533.26
7	57522.59
8	58529.23
9	59553.50
10	60595.68

**APPENDIX B**  
**EVALUATION INSTRUMENTS**



**New Bedford Public Schools  
Wraparound Coordinator Evaluation Report**

*Name:* \_\_\_\_\_ *School:* \_\_\_\_\_

*Date:* \_\_\_\_\_ *Position:* \_\_\_\_\_

*Supervisor:* \_\_\_\_\_ *Review Date:* \_\_\_\_\_

4. Exceeds Standard	3. Meets Standard	2. Needs Improvement	1. Does not meet standard
Knowledge and skill levels are substantially above those required for effective job performance. Employee keeps abreast of new developments and applies them on the job, always seeking to improve performance effectiveness.	Employee uses expected levels of knowledge and skills for effective performance of all responsibilities. Keeps abreast of new developments.	Knowledge and skill used by the employee in performing the job do not consistently meet job requirements. Employee needs to improve skills and knowledge to continue in this job.	Employee does not possess or use knowledge and skills necessary to meet current job requirements.

**\*\*Ratings should be supported with comments\*\***

Job Initiative and Professionalism		4.	3.	2.	1.
1.	Takes initiative for assigned responsibilities and action for improvement under the direction of their assigned principal, immediate supervisor and/or department manager.				
2.	Responds confidently to the demands of work when confronted with change, adversity, or other challenges (adapts well to change in the work environment).				
3.	Safeguards confidential and privileged information (student files, written documents, etc.).				
4.	Seeks out information and actively pursues professional development opportunities				
5.	Positively represents the District in the work place and public environment.				
6.	Arrives to work as scheduled and is prudent in use of leave and adheres to leave policies.				
7.	Maintains professionalism at school functions (i.e. workshops, open house, etc.).				

Comments:



Technical and Organizational Skills		4.	3.	2.	1.	N/A
1.	Follows protocols developed by Wraparound Services Department (Family Registration Center Assessment Process, use of surveys, data collection, monthly check-ins, weekly updates, sign-in and out log, upload Wrap Plans in ASPEN/District-chosen platform, etc.).					
2.	Collaborates with Student Support Team to develop a caseload of students.					
3.	Creates a Wraparound Plan for each student that is culturally appropriate, specific, measurable, attainable, realistic and timely.					
4.	Demonstrates knowledge of district's SEL, Safe and Supportive School framework and practices and implements it when performing daily duties.					
5.	Collects and prepares data to track progress.					
6.	Provides appropriate data for IEP meetings and provides appropriate data at school-based meetings including: Attendance, Whole Child, and various other team meetings.					
7.	Contributes to the climate and culture of the school and district to create a welcoming environment for all.					
8.	Maintains positive relationships with community partners to provide services and resources to students and families					
9.	Demonstrates depth of knowledge in performing the job.					
10.	Understands, applies, and adheres to District and school procedures, and rules.					
11.	Demonstrates knowledge of NBPS Family Engagement Framework and able to embed and utilize the Framework in daily duties.					
12.	Promotes family understanding of school and district programs through a variety of strategies.					
13.	Documentation and reports are comprehensive and up-to-date.					
14.	Maintains organizational skills, ensures school community needs are being met, paperwork is timely and comprehensive, communication occurs with staff regularly resulting in positive outcomes for students and families.					
15.	Responds to requests and completes all work in a timely manner.					

Comments:

Interpersonal Skills and Communication Effectiveness		4.	3.	2.	1.
1.	Maintains appropriate relationships with families, student, and school staff.				
2.	Commitment to the educational success of all his/her student clients, attempts to remedy obstacles around student achievement and aligns with outside partners to provide needed resources and referrals.				
3.	Considers the student and family's cultural/linguistic needs.				

4.	Recognizes communication barriers and different points of view and consistently accommodates for these barriers and different points of views.				
5.	Demonstrates a pattern of interacting with students, colleagues, parents/guardians, and community members in a courteous and respectful manner at all times.				
6.	Expresses self clearly, both orally and in writing, including conveying and receiving messages clearly.				
7.	Applies appropriate style, spelling, grammar, and punctuation to written documents that is professional.				
8.	Regularly uses a variety of means (such as phone, fax, home visits, email, Zoom, Teams, etc.) to initiate and effectively communicate with others.				
9.	Demonstrates active listening skills.				
10.	Provides information regarding a student's current level of performance professionally.				

Comments:

Technology and Equipment Proficiency		4.	3.	2.	1.	N/A
1.	Exhibits adequate knowledge of applicable software systems.					
2.	Applies technology to maximize job performance and perform job responsibilities.					
3.	Exhibits proficiency with function of district technology platforms.					
4.	Is able to troubleshoot equipment and seek assistance when necessary to perform job duties.					

Comments:

Teamwork and Collaboration		4.	3.	2.	1.
1.	Treats all persons with respect and civility.				
2.	Accepts assigned responsibilities and follows up with immediate supervisor to ensure success.				
3.	Values diversity and resolves conflict professionally.				
4.	Develops and maintains professional relationships.				
5.	Maintains high standards and quality of work, sharing knowledge / experience freely with others.				
6.	Demonstrates problem solving and decision-making skills.				
7.	Consistently fosters a culture of respect in the school and community.				

Comments:

<u>Professional Appraisal Summary</u>	4. Exceeds Standard	3. Meets Standard	2. Needs Improvement	1. Does Not Meet Standard
Job Initiative and Professionalism				
Technical and Organization Skills				
Interpersonal Skills and Communication Effectiveness				
Technology and Equipment Proficiency				
Teamwork and Collaboration				

1. Employee's Strengths

2. Areas for growth:

3. Overall Job Evaluation – Check appropriate rating and provide comments:

**Does Not Meet**       **Needs Improvement**    **Meets Standard**                       **Exceeds**

\_\_\_\_\_  
**Supervisor's Signature**

\_\_\_\_\_  
**Date**

Employee signature indicates receipt of evaluation. Signature does not indicate agreement with evaluation. Employee may attach additional comments.

\_\_\_\_\_  
**Employee's Signature**

\_\_\_\_\_  
**Date**

**New Bedford Public Schools**

**Speech and Language Therapy Assistants / Occupational Therapy Assistants  
Evaluation Report**

**Name:** \_\_\_\_\_ **Building(s):** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Position:** \_\_\_\_\_

**Supervisor:** \_\_\_\_\_ **Review Date:** \_\_\_\_\_

4. Exceeds Standard	3. Meets Standard	2. Needs Improvement	1. Does not meet standard
Knowledge and skill levels are substantially above those required for effective job performance. Employee keeps abreast of new developments and applies them on the job always seeking to improve performance effectiveness.	Employee uses expected levels of knowledge and skills for effective performance of all responsibilities. Keeps abreast of new developments.	Knowledge and skill used by the employee in performing the job do not consistently meet job requirements. Employee needs to improve skills and knowledge to continue in this job.	Employee does not possess or use knowledge and skills necessary to meet current job requirements.

**\*\*Ratings should be supported with comments.\*\***

Job Initiative and Professionalism		4.	3.	2.	1.
1.	Takes initiative for assigned responsibilities and action for improvement under the direction of their supervising SLP/OT or immediate supervisor.				
2.	Responds confidently to the demands of work when confronted with change, adversity, or other challenges (adapts well to change in the work environment).				
3.	Safeguards confidential and privileged information (student files, written documents, etc.).				
4.	Demonstrates an interest in learning; keeps current in the field (i.e. participates in ongoing professional development).				
5.	Positively represents the District in the work place and public environment.				
6.	Arrives to work on time and is prudent in use of leave and adheres to leave policies.				
7.	Maintains professional licensure required for employment				
8.	Complies with state regulations regarding roles and responsibilities of a SLP-A/OTA				

Comments:

Technical and Intervention Skills		4.	3.	2.	1.	N/A
1.	Follows protocols developed by supervising SLP/OT during therapy sessions.					
2.	Uses appropriate materials and tools based on IEP goals and plan established by supervising SLP/OT.					
3.	Uses materials that are age and culturally appropriate.					
4.	Prepares the therapy setting to meet the needs of the student.					
5.	Uses materials that are motivating.					
6.	Accurately determines correct versus incorrect responses.					
7.	Provides appropriate feedback as to the response accuracy.					
8.	Collects and prepares data on target IEP goals to track progress.					
9.	Provides appropriate documentation of sessions to supervising SLP/OT.					
10.	Demonstrates depth of knowledge in performing the job.					
11.	Understands, applies, and adheres to District, school/departmental, and licensure policies, procedures, and rules.					
12.	Assists SLP/OT during assessments exclusive of administration and/or interpretation.					
13.	Prepares progress notes as directed by the supervising SLP/OT.					
14.	Prepares all necessary documents for Medicaid billing under the direction of the supervising SLP/OT.					

Comments:

Professional Qualities during Therapy Sessions		4.	3.	2.	1.
1.	Begins and ends all therapy sessions within designated times.				
2.	Is prepared for all therapy sessions.				
3.	Recognizes and stays within professional boundaries during the therapy session.				
4.	Provides appropriate reinforcement during therapy sessions to maintain student motivation and engagement.				

Comments:

Interpersonal Skills and Communication Effectiveness		4.	3.	2.	1.
1.	Maintains appropriate relationship with student.				
2.	Demonstrates appropriate level of self-confidence.				
3.	Considers the student's cultural/linguistic needs.				
4.	Uses language appropriate for the student's age, developmental level, and education.				

5.	Is courteous and respectful at all times.				
6.	Expresses self clearly, both orally and in writing, including conveying and receiving messages clearly.				
7.	Applies appropriate style, spelling, grammar, and punctuation to written documents accurately.				
8.	Practices exceptional telephone and e-mail etiquette.				
9.	Demonstrates active listening skills.				
10.	Provides information regarding a student's current level of performance professionally to parents and students within the protocols established by the supervising SLP/OT.				

Comments:

Technology and Equipment Proficiency		4.	3.	2.	1.	N/A
1.	Exhibits adequate knowledge of applicable software systems.					
2.	Applies technology to maximize job performance and perform job responsibilities.					
3.	Exhibits proficiency with function of necessary equipment and technology to meet the needs of the students					
4.	Is able to trouble shoot equipment and seek assistance when necessary to perform job duties.					
5.	Prepares, programs, and provides instruction in the use of high- and low- tech augmentative and alternative communication ( <i>SLPA only</i> )					
6.	Prepares, programs, and provides instruction in the use of assistive technology devices.					

Comments:

Teamwork and Collaboration		4.	3.	2.	1.
1.	Treats all persons with respect and civility				
2.	Accepts assigned responsibilities and follows up with supervising SLP/OT to ensure success.				
3.	Values diversity and resolves conflict professionally.				
4.	Develops and maintains professional relationships.				
5.	Maintains high standards and quality of work sharing knowledge / experience freely with others.				
6.	Demonstrates problem solving and decision-making skills.				

Comments:

<u>Professional Appraisal Summary</u>	4. Exceeds Standard	3. Meets Standard	2. Needs Improvement	1. Does Not Meet Standard
Job Initiative and Professionalism				
Technical and Intervention Skills				
Professional Qualities during Therapy Sessions				
Interpersonal Skills and Communication Effectiveness				
Technology and Equipment Proficiency				
Teamwork and Collaboration				

1. Employee's Strengths

2. Areas for growth:

3. Overall Job Evaluation – Check appropriate rating and provide comments:  
 **Does Not Meet**       **Needs Improvement**    **Meets**       **Exceeds**

\_\_\_\_\_  
**Supervisor's Signature**

\_\_\_\_\_  
**Date**

Employee signature indicates receipt of evaluation. Signature does not indicate agreement with evaluation. Employee may attach additional comments.

\_\_\_\_\_  
**Employee's Signature**

\_\_\_\_\_  
**Date**

**New Bedford Public Schools**  
**Student Mentor Evaluation Report**

**Name:** \_\_\_\_\_ **Building(s):** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Position:** \_\_\_\_\_

**Supervisor:** \_\_\_\_\_ **Review Date:** \_\_\_\_\_

4. Exceeds Standard	3. Meets Standard	2. Needs Improvement	1. Does not meet standard
Knowledge and skill levels are substantially above those required for effective job performance. Employee keeps abreast of new developments and applies them on the job always seeking to improve performance effectiveness.	Employee uses expected levels of knowledge and skills for effective performance of all responsibilities. Keeps abreast of new developments.	Knowledge and skill used by the employee in performing the job do not consistently meet job requirements. Employee needs to improve skills and knowledge to continue in this job.	Employee does not possess or use knowledge and skills necessary to meet current job requirements.

**\*\*Ratings should be supported with comments.\*\***

Job Initiative and Professionalism		4.	3.	2.	1.
1.	Takes initiative for assigned responsibilities and action for improvement under the direction of their immediate supervisor.				
2.	Responds confidently to the demands of work when confronted with change, adversity, or other challenges (adapts well to change in the work environment).				
3.	Safeguards confidential and privileged information (student files, written documents, etc.).				
4.	Demonstrates an interest in learning; keeps current in the field (i.e. participates in ongoing professional development).				
5.	Positively represents the District in the work place and public environment.				
6.	Arrives to work on time and is prudent in use of leave and adheres to leave policies.				
8.	Models the premise of "Care, Welfare, Safety & Security" in all activities throughout the work day.				

Comments:



Competencies, Technical and Intervention Skills		4.	3.	2.	1.	N/A
1.	Assists students with academic, social and emotional skill building.					
2.	Participates in student behavior meetings when directed. Provides appropriate documentation to supervisor.					
3.	Demonstrates depth of knowledge in performing the job.					
4.	Understands, applies, and adheres to District, school/departmental, procedures, and rules.					
5.	Serves as resource and provides assistance to educators as need/directed.					
6.	Understands and applies CPI (Crisis Prevention Institute) protocols effectively when necessary and appropriate. Including all required paperwork and family communication.					
7.	Responds to crisis timely and in a calm and supportive manner.					
8.	Performs essential functions of the job as outlined in the job description.					
9.	Maintains self-control in difficult situations.					
10.	Is present and provides support during student transitions and in classrooms and student support rooms.					
11.	Is able to multi-task and work under pressure to meet deadlines.					
12.	Is able to work independently after receiving directions.					

Interpersonal Skills and Communication Effectiveness		4.	3.	2.	1.
1.	Maintains appropriate relationship with student.				
2.	Demonstrates appropriate level of self-confidence.				
3.	Considers the student's cultural/linguistic needs.				
4.	Uses language appropriate for the student's age, developmental level, and education.				
5.	Is courteous and respectful at all times.				
6.	Expresses self clearly, both orally and in writing, including conveying and receiving messages clearly.				
7.	Applies appropriate style, spelling, grammar, and punctuation to written documents accurately.				
8.	Practices exceptional telephone and e-mail etiquette.				
9.	Demonstrates active listening skills.				
10.	Utilizes positive reinforcement, incentivization, limit setting and logical consequences.				

Comments:

Technology and Equipment Proficiency		4.	3.	2.	1.	N/A
1.	Exhibits adequate knowledge of applicable software systems and platforms. Seeks assistance when needed.					
2.	Applies technology to maximize job performance and perform job responsibilities.					
3.	Exhibits proficiency with function of necessary equipment and technology to meet the needs of the students.					

Comments:

Teamwork and Collaboration		4.	3.	2.	1.
1.	Treats all persons with respect and civility				
2.	Accepts assigned responsibilities and follows up with Supervisor to ensure success.				
3.	Values diversity and resolves conflict professionally.				
4.	Develops and maintains professional relationships.				
5.	Maintains high standards and quality of work sharing knowledge / experience freely with others.				
6.	Demonstrates problem solving and decision-making skills.				

Comments:

<u>Professional Appraisal Summary</u>	4. Exceeds Standard	3. Meets Standard	2. Needs Improvement	1. Does not meet standard
Job Initiative and Professionalism				
Technical and Intervention Skills				
Interpersonal Skills and Communication Effectiveness				
Technology and Equipment Proficiency				
Teamwork and Collaboration				

1. Employee's Strengths

2. Areas for growth:

3. Overall Job Evaluation – Check appropriate rating and provide comments:

**Does Not Meet**    **Needs Improvement**    **Meets**    **Exceeds**

---

**Supervisor's Signature**

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**Date**

Employee signature indicates receipt of evaluation. Signature does not indicate agreement with evaluation. Employee may attach additional comments.

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**Employee's Signature**

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**Date**

**New Bedford Public Schools**  
**Behavior Assistant Evaluation Report**

**Name:** \_\_\_\_\_ **Building(s):** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Position:** \_\_\_\_\_

**Supervisor:** \_\_\_\_\_ **Review Date:** \_\_\_\_\_

4. Exceeds Standard	3. Meets Standard	2. Needs Improvement	1. Does not meet standard
Knowledge and skill levels are substantially above those required for effective job performance. Employee keeps abreast of new developments and applies them on the job always seeking to improve performance effectiveness.	Employee uses expected levels of knowledge and skills for effective performance of all responsibilities. Keeps abreast of new developments.	Knowledge and skill used by the employee in performing the job do not consistently meet job requirements. Employee needs to improve skills and knowledge to continue in this job.	Employee does not possess or use knowledge and skills necessary to meet current job requirements.

**\*\*Ratings should be supported with comments.\*\***

Job Initiative and Professionalism		4.	3.	2.	1.
1.	Takes initiative for assigned responsibilities and action for improvement under the direction of their immediate supervisor.				
2.	Responds confidently to the demands of work when confronted with change, adversity, or other challenges (adapts well to change in the work environment).				
3.	Safeguards confidential and privileged information (student files, written documents, etc.).				
4.	Demonstrates an interest in learning; keeps current in the field (i.e. participates in ongoing professional development).				
5.	Positively represents the District in the work place and public environment.				
6.	Arrives to work on time and is prudent in use of leave and adheres to leave policies.				
7.	Follows all Special Education guidelines and accommodations as outlined in student IEP's and/or behavior plans with fidelity.				
8.	Models the premise of "Care, Welfare, Safety & Security" in all activities throughout the work day.				

Comments:

Competencies, Technical and Intervention Skills		4.	3.	2.	1.	N/A
1.	Collects and prepares data on Behavioral Plan and/or IEP goals to track progress.					
2.	Provides appropriate documentation to supervisor.					
3.	Demonstrates depth of knowledge in performing the job.					
4.	Understands, applies, and adheres to District, school/departmental, procedures, and rules.					
5.	Understands and applies all appropriate least restrictive behavioral interventions/modification techniques.					
6.	Understands and applies CPI (Crisis Prevention Institute) protocols effectively when necessary and appropriate. Including all required paperwork and family communication.					
7.	Responds to crisis timely and in a calm and supportive manner.					
8.	Performs essential functions of the job as outlined in the job description.					
9.	Maintains self-control in difficult situations.					
10.	Is able to multi-task and work under pressure to meet deadlines.					
11.	Is able to work independently after receiving directions.					

Interpersonal Skills and Communication Effectiveness		4.	3.	2.	1.
1.	Maintains appropriate relationship with student.				
2.	Demonstrates appropriate level of self-confidence.				
3.	Considers the student's cultural/linguistic needs.				
4.	Uses language appropriate for the student's age, developmental level, and education.				
5.	Is courteous and respectful at all times.				
6.	Expresses self clearly, both orally and in writing, including conveying and receiving messages clearly.				
7.	Applies appropriate style, spelling, grammar, and punctuation to written documents accurately.				
8.	Practices exceptional telephone and e-mail etiquette.				
9.	Demonstrates active listening skills.				
10.	Utilizes positive reinforcement, incentivization, limit setting and logical consequences.				

Comments:

Technology and Equipment Proficiency		4.	3.	2.	1.	N/A
1.	Exhibits adequate knowledge of applicable software systems.					
2.	Applies technology to maximize job performance and perform job responsibilities.					
3.	Exhibits proficiency with function of necessary equipment and technology to meet the needs of the students					
4.	Is able to trouble shoot equipment and seek assistance when necessary to perform job duties.					

Comments:

Teamwork and Collaboration		4.	3.	2.	1.
1.	Treats all persons with respect and civility				
2.	Accepts assigned responsibilities and follows up with Supervisor to ensure success.				
3.	Values diversity and resolves conflict professionally.				
4.	Develops and maintains professional relationships.				
5.	Maintains high standards and quality of work sharing knowledge / experience freely with others.				
6.	Demonstrates problem solving and decision-making skills.				

Comments:

Professional Appraisal Summary	4. Exceeds Standard	3. Meets Standard	2. Needs Improvement	1. Does not meet standard
Job Initiative and Professionalism				
Technical and Intervention Skills				
Interpersonal Skills and Communication Effectiveness				
Technology and Equipment Proficiency				
Teamwork and Collaboration				

1. Employee's Strengths

2. Areas for growth:

3. Overall Job Evaluation – Check appropriate rating and provide comments:

**Does Not Meet**    **Needs Improvement**    **Meets**    **Exceeds**

---

**Supervisor's Signature**

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**Date**

Employee signature indicates receipt of evaluation. Signature does not indicate agreement with evaluation. Employee may attach additional comments.

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**Employee's Signature**

---

**Date**

**APPENDIX C  
GRIEVANCE FORM**



## **NBSSU Grievance Form**

A grievance is a dispute between the parties (NBSSU and the New Bedford School Committee) as to the application or meaning of an express provision of the collective bargaining agreement.

**CHECK THE APPLICABLE GRIEVANCE LEVEL BELOW:**

- \_\_\_ Level I – Supervisor/Principal
- \_\_\_ Level II – Human Capital Services (include the Level I response with Level II grievance)
- \_\_\_ Level III – Superintendent (include the Level II response with Level III grievance)

**PROVIDE THE REQUIRED INFORMATION BELOW:**

REQUIRED INFORMATION	INFORMATION
Date the grievance was filed at the Level checked above	
Name of Grievant	
Citation to the specific Article and Section of the collective bargaining agreement alleged to have been violated	
Date of the alleged violation	
Specific facts supporting the alleged violation (attach an additional page if necessary)	
Proposed Remedy	

This grievance is presented by:

Print Name and Title: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Email: \_\_\_\_\_

Phone number: \_\_\_\_\_

**This grievance form may be submitted by email.**