

***AGREEMENT***  
***BETWEEN***  
***THE MANSFIELD SCHOOL COMMITTEE***  
***AND THE***  
***MANSFIELD PARAPROFESSIONALS ASSOCIATION***

SEPTEMBER 1, 2019 -AUGUST 31, 2022

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## **PREAMBLE**

In accordance with the General Laws of Massachusetts and in particular Chapter 150E, this Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2019, between the Mansfield School Committee, hereinafter referred to as the "Committee" and the Mansfield Paraprofessionals Association of the Massachusetts Teachers Association, hereinafter referred to as the "Association".

## **ARTICLE I**

### **RECOGNITION**

A. Pursuant to the results of an election conducted by the Massachusetts Labor Relations Commission on October 18, 1982 (Case No. MCR-3 325), the Committee recognizes the Association as the exclusive representative of all employees in the unit set forth in Section B below, for the purpose of collective bargaining in respect to wages, hours and other terms and conditions of employment.

B. The Paraprofessionals bargaining unit, as established in said Massachusetts Labor Relations Commission Case No. MCR-3325, consists of all appointed regular, full-time and part-time Paraprofessionals, job coach, and nurse assistants, excluding clerical aides, managerial, confidential, professional and casual employees, and all other employees.

C. Definitions

1. Employee means exclusively a member of this bargaining unit as defined in Section B, above.
2. a. The term "seniority" hereinafter used in this Agreement means an employee's length of continuous service in the bargaining unit defined in Section B above. The seniority of each present employee shall consist of his/her length of continuous service from his/her first day of service in the position described in Section B above. In cases of identical date of entry into the bargaining unit or first day of service, as the case may be, seniority shall be determined by the drawing of lots of such employees or their designees.
- b. A list specifying the seniority of each member of the bargaining unit shall be prepared by the Committee and forwarded to the President of the Association within thirty (30) days next following the execution of this Agreement. An updated list will be supplied by October 1, each year thereafter. If no challenge to the list is made by the Association within thirty (30) days of receipt of this list, the list stands as written.
- c. Unless otherwise specified, the term "day" used in this Agreement shall mean a regularly scheduled workday for Paraprofessionals. It shall exclude any day other than a workday, including, weekends, holidays and school vacation days.

## **ARTICLE II**

### **SCOPE**

- A. In the event that any provision of this Agreement may be declared invalid or illegal by operation of law, all other provisions of this Agreement shall continue in full force and effect. The provision in question shall remain in effect to the extent permitted by law.
- B. As to all matters covered by this Contract, the express provision hereof shall control in any case where a conflict may exist between such express provision and policy, practice, procedure, custom or writing not incorporated in this Contract.
- C. The Committee is a public body established under and with powers provided by the laws of the Commonwealth of Massachusetts, and nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty conferred upon the Committee by law or any rule or regulation of any agency of the Commonwealth. Except where such rights, powers, and authority are specifically relinquished, abridged, or limited by the provisions of this contract, the Committee retains all powers, rights and duties that it has by law and may, subject to this Agreement, exercise the same at its discretion.

### ARTICLE III

#### RIGHTS OF THE ASSOCIATION

- A. **Dues Deduction:** The Committee agrees to deduct from the salaries of the employees covered by this Agreement who have on file with the Committee a deduction authorization card, to be supplied by the Association, the dues required as a condition of acquiring or retaining membership in the Association. Said deductions shall be made in equal installments from paychecks beginning with the pay period following annual certification by the Treasurer of the Association indicating the specific amount of the Association's current dues and continuing through the last pay period in June.
- B. All monies so deducted shall be forwarded to the Treasurer of the Association in monthly installments.
- C. **Use of School Premises:** Representatives and agents of the Association shall have reasonable access to the school premises for the purpose of conducting Association business. Association representatives who are not employees of the Committees shall obtain the approval of the appropriate Administrator prior to conducting Association business in the school building. Such access will not be unreasonably withheld so long as it does not interfere with the normal operation of school activities. Employees shall not conduct Association business during working time.
- D. **Indemnification:** The Association shall indemnify and hold harmless the Committee against any suits against it on account of payroll deductions for Association dues. The Association agrees to refund to the Committee any amount paid to it in error on account of payroll deduction provisions upon presentation of proper evidence thereof.

## ARTICLE IV

### GRIEVANCE PROCEDURE

A.

1. A grievance is defined as a complaint concerning a violation of a specific term or terms of this Agreement.
2. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement.
3. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limit to the aggrieved employee and to the President of the Association shall permit the aggrieved party or parties to proceed to the next step.
4. Failure at any step of this procedure to appeal the grievance to the next step within the specified limits shall be deemed to have been withdrawn.
5. A "day" shall be considered a normal workday, exclusive of holidays, weekends, and school vacations when employees are not required to report to work.
6. When a grievance arises, such grievance must be filed within fourteen (14) days from the day of the event upon which grievance is based, or from the date when the employee had, or should have had knowledge of the event.
7. Grievance meetings shall be held at mutually agreeable times.

B. Level One

A grievance shall be filed with the building Principal by the aggrieved employee(s) and/or association within the time limits specified in paragraph 6 above. Every such grievance shall be in writing and shall include the specific contractual provision(s) alleged to have been violated, and the remedy requested. The Principal shall meet with the grievant(s) within five (5) days of receipt of the grievance in an attempt to resolve the grievance. The Principal shall respond, in writing, within five (5) days next following the Level One meeting.

Level Two

If the grievance is not resolved at Level One, the grievance shall be advanced, in writing, to the Assistant Superintendent within five (5) days of the receipt of the Level One response, or of its due date if no response is issued. Within ten (10) days after receipt of the written grievance, the Assistant Superintendent or designee shall meet with the aggrieved employee(s) and/or association in an effort to settle the grievance. The Assistant Superintendent or his/her designee shall respond, in writing, within ten (10) days next following the Level Two meeting.

### Level Three

If the grievance is not resolved at Level Two, the grievance shall be advanced, in writing, to the Superintendent or his/her designee within five (5) days of the receipt of the Level Two response, or of its due date if no response is issued. Within ten (10) days after receipt of the written grievance, the Superintendent or his/her designee shall meet with the aggrieved employee(s) and/or association in an effort to settle the grievance. The Superintendent or his/her designee shall respond, in writing, within ten (10) days next following the Level Three meeting.

### Level Four

Level Four is available for grievances, which concern matters, which remain under the jurisdiction of the school committee as a result of the Education Reform Act of 1993. If Level Four is found not to apply to the grievance, the Association will proceed to Level Five. If the grievance is found to be under the jurisdiction of the school committee, then the present language for new level four will apply.

If the grievance is not resolved at Level Three, the grievance shall be advanced, in writing, to the School Committee within ten (10) days of the Level Three decision or its due date if no response is issued. The School Committee shall meet with the aggrieved employee(s) and/or association within twenty (20) days of the receipt of the grievance. The Committee shall respond to the grievance, in writing, within ten (10) days next following the Level Four meeting.

### Level Five

If the grievance is not resolved at Level Four, the Association may submit the grievance to arbitration within ten (10) days of the receipt of the written response at Level Four, or its due date if no response is received, by so notifying the Committee, in writing, of its intent to arbitrate. The Association shall promptly thereafter file a Demand for Arbitration with the American Arbitration Association, and thereafter the grievance shall be processed in accordance with the voluntary labor arbitration rules of the American Arbitration Association. The Arbitrator shall have no authority or power to amend, modify, delete or add to the provisions of this Agreement. The decision of the Arbitrator shall be final and binding on both parties. The costs of such arbitration shall be borne equally by the Association and the Committee.

### C. Miscellaneous

1. No written communications, other document, or record relating to any grievance shall be filed in the employee's personnel file regarding the processing of grievances.
2. Class or group grievances shall be submitted to Level One if the alleged violation arises within a single school building. Such grievances shall be submitted at Level Two if the matter arises in more than one school, and at the same time copies of the grievance shall be submitted to the principals at the affected schools.
3. Decisions at the levels shall be in writing and shall be transmitted promptly to the grievant and the Association.
4. Grievance proceedings will be kept confidential.

## ARTICLE V

### EMPLOYMENT

- A. The Superintendent shall not discipline or discharge an employee for arbitrary or capricious reasons.
- B. The first ninety (90) school days of service after initial hire shall be considered to be the probationary period. The provisions of Section A above shall not apply to any employee during the probationary period.
- C. Nothing in this Article shall affect the right of the Superintendent to refuse to renew the employment of a Paraprofessional with less than three (3) years' service, for any subsequent school year, provided the Paraprofessional is notified by June 15th. Paraprofessionals will notify the Superintendent by June 1st if they do not intend to return to the school system for the next year.
- D. The Superintendent will notify Paraprofessionals of their intended assignments for the following year, in writing, including team(s) and teacher, as soon as practicable, but not later than August 15. Intended assignments remain subject to change by the Superintendent, to account for the District's needs.
- E. All new employees are required to take the Massachusetts State Ethics Commission's online training program within 30 days of employment. This training is a condition of employment and must be completed on the employee's own time. Employees will be permitted to use a school computer to complete the training.



## ARTICLE VI

### VACANCIES AND TRANSFERS

- A. Definitions:
1. Vacancies are defined as openings in positions included within the bargaining unit, which the Superintendent intends to fill.
  2. A voluntary transfer is defined as a change in the position of an employee initiated by the employee or voluntarily agreed to by the employee.
  3. An involuntary transfer is defined as a change in the position of an employee initiated by the Superintendent and not voluntarily agreed to by the employee.
- B. Notice of all vacancies will be emailed to all employees with at least five (5) days' notice. Such posting shall include salary, qualifications and description of duties. In addition, the Superintendent may give such other notice of the vacancies, as it deems necessary. Such qualifications, duties and description of duties shall not be changed after having been posted without prior notice to the Association. The above language notwithstanding, it is understood and agreed that bargaining unit members shall not have seniority or preference on posted vacancies.
- C. In filling vacancies, the Superintendent will consider length and quality of service in the Mansfield Public Schools.
- D. An involuntary transfer will be made only after a meeting between the employee and the Superintendent of Schools, or his designee, at which time the employee will be notified of the reasons for the transfer, in writing, if the employee so requests.

## **ARTICLE VII**

### **EVALUATION**

- A. Newly hired employees shall be evaluated twice in their first year of employment and employees shall be evaluated annually after the first year. The first evaluation shall occur by December 15<sup>th</sup> and the second evaluation shall occur by May 15<sup>th</sup>. Such evaluation shall be conducted openly with the full knowledge of the employee. The evaluation will be presented to the employee in a one-on-one meeting with the evaluator.
- B. Employees shall sign each report prior to its replacement in their personnel file. It is understood that such signature in no way indicates agreement with the contents thereof. Within ten (10) days after signing, an employee shall have the right to submit a written comment to any evaluation, and any such statement will be affixed to the evaluation.
- C. The parties will form an Evaluation Committee consisting of up to eight (8) representatives designated by the Association and up to eight (8) representatives designated by the Superintendent to review and recommend appropriate changes to the evaluation process and instrument. Recommendations will be made by April 7, 2017, to the Superintendent, who may accept or reject all or part of the recommendations at his/her discretion.
- D. New evaluation instruments attached as Appendix A will be used by the parties.

## **ARTICLE VIII**

### **EMPLOYEE FILES**

- A. Employees shall have the opportunity to review any material prior to its placement in the personnel file. The employee will acknowledge that s/he has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written answer to such material and his/her answer shall be affixed to such material and placed in his/her personnel file.
  
- B. Employees shall have the right, upon request, to review the contents of their personnel file, in a confidential manner. In addition, each employee shall be provided a copy of any document herein, if requested.

## **ARTICLE IX**

### **WORK YEAR/WORK DAY**

1. The work year of full-time employees shall not be longer than one hundred eighty-two (182) days and shall consist of the day before the opening day for students, all days that school is in session for students, including in-service days as full days. However, an employee may volunteer to adjust their regular work year by mutual agreement with the School Committee or its designee. If a work year adjustment takes place, the employee's compensation will be adjusted accordingly, based on the hourly wage schedule.
2. The regular workday for full-time employees shall begin fifteen (15) minutes before the official beginning of the student day and end thirty (30) minutes after the time students are regularly dismissed from their last class period. However, the School Committee or its designee, by mutual agreement with an employee, may adjust the regular workday. If a workday adjustment takes place, the employee's compensation will be adjusted accordingly, based on the hourly wage schedule.
3. Employees shall have a duty-free unpaid lunch period of at least twenty (20) minutes during each workday. Employees will have the right to leave campus during their unpaid time periods. Employees will have to sign in and out at the office.
4. In addition to lunch, employees shall have a paid morning break of at least 10 minutes and a paid afternoon break of at least 10 minutes.
5. In the event of an early dismissal due to inclement weather or other emergency, employees shall be paid for the entire day.
6. If school is closed due to an emergency and the Mansfield School Department is not required to and does not make up the missed time, an employee scheduled to work will be paid for their scheduled work time.
7. CALM training, which may be offered or required of employees at the discretion of the Superintendent, will take place during employees' regularly scheduled work hours and will be paid for by the District.

## ARTICLE X

### LEAVE OF ABSENCE

A. Leave of absence with Pay - All sick, personal, and bereavement leave must be taken in ½ day increments.

1. **Sick Leave:** During the first year of employment, employees will receive seven (7) sick days effective on their first day of employment and eight (8) additional sick days effective on their ninety-second (92nd ) day of employment. After the first year of employment, employees shall be entitled to fifteen (15) days' sick leave per year as of September 1, each year. Unused sick leave shall accumulate from year to year to a maximum of one hundred and twenty (120) days. Ten (10) of such days may be used by an employee each year for caring for sick members of the immediate family. Disabilities caused or contributed to by pregnancy or termination thereof and recovery therefrom shall be treated as a disability.
2. **Bereavement:** Employees shall be granted, without loss of pay, leaves of absence for periods not in excess of five (5) days in the event of death of the employee's spouse, child, grandchild, parent, grandparent, parent-in-law, brother, sister, brother-in-law, sister-in-law, aunt or uncle for the purposes of bereavement and attendance of funeral services. The notice of leave under this section and the anticipated length of such leave shall be provided to the principal as soon as possible. Leave without loss of pay in the event of the death of a relative other than listed above, or close friend shall be at the discretion of the Superintendent and shall be charged to the employee's accrued sick leave.
3. **Personal Days:** Employees shall be entitled to up to two (2) days of personal leave per school year. Employees shall make every effort to notify their direct supervisor at least forty-eight (48) hours in advance of their intent to request a personal day.
4. **Legal Proceedings:** Employees will be granted leaves with pay for time necessary to appear in any legal proceedings connected with the employee's employment in which the employee is required by law to attend. Such leave, however, shall not be granted for any proceeding which the employee commenced or in which the employee's appearance is on behalf of an adverse party to the School Committee.
5. **Jury Duty:** The Committee shall pay an employee who is required to serve on jury duty the difference between the amount of compensation he received for jury duty and his regular pay for his regular workday.
6. **Sick Leave Bank**
  - a. A sick leave bank shall be established for the purpose of making additional sick leave days available to bargaining unit members who have been employed in Mansfield for at least twelve (12) months, who have exhausted their entire sick leave accumulation through prolonged illness, and who have a serious illness or injury. A serious illness or injury shall be one which requires the employee's

absence from work for more than ten (10) consecutive work days. Participation in the sick leave bank shall be mandatory.

- b. The sick leave bank shall be administered by a Sick Leave Bank Committee comprised of four (4) persons, two (2) appointed by the Association and two (2) by the District. Decisions of the Sick Leave Bank Committee shall be final and shall not be subject to the Grievance Procedure.
- c. In administering the Bank, determining eligibility and determining the amount of leave, the following general criteria shall be applied by the Bank Committee.
  - (1) medical evidence of serious extended illness;
  - (2) prior utilization of eligible sick leave; and,
  - (3) other factors as a majority of the Sick Leave Bank Committee may deem appropriate.

No days may be withdrawn from the Bank for any illness other than prolonged illness or accident. A note from the employee's doctor will be required indicating that the employee is unable to perform his/her duties. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding, with any appeal limited to an appeal to the Bank Committee itself.

- d. The Sick Leave Bank will be funded by deducting one (1) sick leave day from the accumulated sick leave days of each employee who has qualified to participate in the Bank and to contribute such days to the Bank. In no event shall the number of accumulated sick days in the Sick Leave Bank exceed two hundred (200). When the Bank is depleted to twenty (20) sick leave days, an additional assessment of one (1) day of sick leave shall be made against the sick leave account of each employee of the bank.
- e. A grant of sick leave days from the Bank shall not exceed twenty (20) days per request, after which the employee may reapply for additional days. The sick leave days granted by the Bank will be retroactive to the first day of the employee's illness or injury after his/her sick leave and personal leave has been exhausted. In the event of a difficult to diagnose disease, eligibility will be considered from the first absence after sick leave and personal leave are exhausted. Request 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 extent of the illness or injury and the estimated time that the employee will be absent from work.

## B. Leave of Absence Without Pay

1. An employee who has completed the probationary period and requests a parental leave pursuant to M.G.L. c. 149 § 105D will make every effort to notify the Superintendent as soon as practicable, and in no event later than two (2) weeks prior to the anticipated departure date, of her/his anticipated leave date and intention to return.

Employees meeting the above criteria will be eligible for up to eight (8) weeks of parental leave in accordance with M.G.L. c. 149 § 105D. An employee who is eligible for additional leave under the FMLA, and who has not exhausted the annual FMLA leave allowance, may continue her/his leave beyond eight (8) weeks, using the remaining FMLA leave, up to a maximum of twelve (12) weeks.

An employee shall be entitled to use accumulated paid sick leave during that period of maternity leave during which she is unable to perform her job duties due to the pregnancy, childbirth, and recovery therefrom.

2. The Association acknowledges that the Association and the Committee are subject to the provisions of the Family Medical Leave Act FMLA. The FMLA shall not increase or decrease the length of leave available to eligible employees under this Agreement. Where an employee takes leave under one of the aforementioned Articles for a reason which would entitle an employee to leave under the FMLA, such leave will also be considered FMLA leave and will be deducted from the employee's statutory FMLA leave entitlement. FMLA leave is not cumulative and is not in addition to leaves currently available to the extent such leaves are for reasons covered by the FMLA.

## C. Long-Term Substitute Teacher Leave of Absence

A member of the Association who is selected to fill a *temporary vacancy* in the Mansfield Public Schools as a long term substitute shall, upon written request, be granted a temporary leave of absence from the Mansfield Paraprofessional Association. A *temporary vacancy* shall be defined as a leave for a full school year or less. If the paraprofessional is selected to fill a full year vacancy as a long-term substitute teacher, the paraprofessional will be provided first preference to return to the same or similar paraprofessional position.

Every effort will be made to secure a position for the returning paraprofessional at the same or similar position, which s/he held at the time the temporary leave of absence was granted. A same or similar position is based on FTE. However, if a position is not available the paraprofessional who is returning from the temporary assignment will be laid off and be covered under the recall provisions as outlined in the contract. If, at the time the paraprofessional is granted the leave for the *temporary vacancy*, the paraprofessional is enrolled in the town's health insurance program as a paraprofessional, such coverage will continue while serving as a long-term substitute teacher. Aside from health insurance, the paraprofessional will not be entitled to any other benefits earned, accrued or entitled as a paraprofessional. Upon return from the temporary leave to the paraprofessional position, all accrued benefits will be restored. Seniority shall not be impacted by the temporary leave.

**ARTICLE XI**

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**SALARY AND METHOD OF PAYMENT**

A. Hourly Wage Schedule:

**Paraprofessionals (except Nurse Paraprofessionals):**

				<b><u>Paraprofessionals in intensive special education classrooms</u></b>	
<b>Steps</b>	<b><u>September 1, 2019 -2.0%</u></b>		<b>Steps</b>	<b><u>September 1, 2019 : 5.0% differential</u></b>	
1	16.04		1	16.84	
2	16.51		2	17.34	
3	16.99		3	17.84	
4	18.70		4	19.64	
5	19.04		5	19.99	
6	19.60	9-13 years of service	6	20.58	9-13 years of service
7	20.15	14-17 years of service	7	21.16	14-17 years of service
8	21.25	18+years of service	8	22.31	18+years of service
				<b><u>September 1, 2020 : 5.0% differential</u></b>	
<b>Steps</b>	<b><u>September 1, 2020: 2.0%</u></b>		<b>Steps</b>	<b><u>September 1, 2020 : 5.0% differential</u></b>	
1	16.36		1	17.18	
2	16.84		2	17.68	
3	17.33		3	18.20	
4	19.07		4	20.02	
5	19.42		5	20.39	
6	19.99		6	20.99	
7	20.55	14-17 years of service	7	21.58	14-17 years of service
8	21.68	18+years of service	8	22.75	18+years of service
				<b><u>September 1, 2021 : 5.0% differential</u></b>	
<b>Steps</b>	<b><u>September 1, 2021: 2.0%</u></b>		<b>Steps</b>	<b><u>September 1, 2021 : 5.0% differential</u></b>	
1	16.69		1	17.52	
2	17.18		2	18.04	
3	17.68		3	18.56	
4	19.45		4	20.42	
5	19.81		5	20.80	
6	20.39		6	21.41	
7	20.96		7	22.01	
8	22.11		8	23.21	



## Nurse Paraprofessional Salary Schedule

Effective:

Step	09/01/19 <u>2.0% increase</u>	09/01/20 <u>2.0% increase</u>	09/01/21 <u>2.0% increase</u>
1	33,313.21	33,979.47	34,659.06
2	33,940.62	34,619.43	35,311.82
3	34,568.06	35,259.42	35,964.61
4	35,195.48	35,899.39	36,617.38
5	35,822.90	36,539.36	37,270.15
6	36,450.32	37,179.33	37,922.92
7	37,077.74	37,819.29	38,575.68
8	37,705.17	38,459.28	39,288.47
9	38,332.60	39,099.25	39,881.24
10	38,960.01	39,739.21	40,533.99
11	39,587.43	40,379.19	41,186.77

1. Full-time Paraprofessionals who work a regular workday will be paid 6 hours and 45 minutes. Paid time beyond the regularly scheduled workday will be granted only with the written approval of the building principal.
2. Paid time will be rounded off to the nearest quarter hour on a weekly basis.

B. Method of Payment:

1. All employees shall be paid according to the schedule and criteria, which are established herein. The salary of an employee shall not be reduced.
2.
  - (a) In Year 1 - All employees with six (6) to eight (8) years of service will move to Step 6. Specifically, all employees with six (6) years of service will move to Step 6. All employees with seven (7) years of service will move to Step 6. All employees with eight (8) years of service will move to Step 6.
  - (b) In Year 2 - All employees with seven (7) years of service will move to Step 7. All employees with eight (8) years of service will move to Step 7. All employees with nine (9) years of service will move to Step 7. All employees with ten (10) years of service will move to Step 7. All employees with eleven (11) years of service will move to Step 7. All employees with twelve (12) years of service will move to Step 7. All employees with thirteen (13) years of service will move to Step 7.

3. Each employee hired after the execution date of this Agreement shall be placed on Step 1, except if the Superintendent determines that the new employee should be placed on a higher step. Thereafter, the employees shall advance to the next higher step on the next September of employment, provided that s/he has worked at least ninety (90) days during the preceding school year with the Mansfield School System.
4. Effective no later than April 1, 2017, all employees will be paid via direct deposit into a bank account established by the employee. Each employee will cooperate in providing the necessary account information to the School Department.
5. Full-time employees shall have the option to be paid in twenty-one (21) or twenty-six (26) equal bi-weekly installments. Employees who wish to change from twenty-one (21) to twenty-six (26) payments or vice versa may do so by notifying the Superintendent in writing, during the month of June immediately prior to the school year in which such change shall take effect. Full-time employees' pay shall be calculated as follows: the employee's hourly rate shall be multiplied by the number of hours per day the employee works which shall be multiplied by the number of paid days in the school year which shall be divided by twenty-one (21) or twenty-six (26).

Part-time employees shall be paid biweekly based on the actual number of hours worked.

6. In order to calculate benefits for employees working less than a full-time schedule, the following formula shall apply. The employee's total number of regularly scheduled hours worked per week shall be divided by five to determine the average number of hours worked per day. The average number of hours worked per day shall be multiplied by the number of working days in the school year to determine the employee's number of hours worked per school year. The employee's number of hours worked per school year shall be divided by the number of hours worked per school year for a full-time employee in the same position to determine the full time equivalency (FTE) for that employee. The employee's FTE shall be applied to the number of sick days, personal days and bereavement days to determine the number of days to which the employee is entitled.

An employee shall receive longevity and holiday pay based on the employee's FTE for that year.

C. An employee who is designated by the building principal or his designee to substitute for a teacher for an entire workday shall be paid Sixty (\$60.00) Dollars in addition to the employee's regular pay or the minimum substitute teacher's pay, whichever is higher. If an employee is so designated to substitute for at least three (3) hours, but less than the entire workday, the employee shall be paid Thirty (\$30.00) Dollars in addition to the employee's regular pay. If an employee substitutes less than three (3) hours, the rate of pay shall be Ten (\$10.00) Dollars per hour in addition to the employee's regular pay. Employees may be assigned to substitute outside of their regularly assigned class in extraordinary circumstances, as determined by the Principal or his designee.

D. Longevity - Employees will be paid longevity according to the following schedule:

	9/1/16	9/1/17	9/1/18
After 5 years of continuous service	\$600.00	\$600.00	\$600.00
After 10 years of continuous service	\$700.00	\$700.00	\$700.00
After 15 years of continuous service	\$775.00	\$775.00	\$775.00
After 20 years of continuous service	\$875.00	\$875.00	\$875.00

E. Holidays - Employees will be paid for the following holidays:

Martin Luther King Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, the day after Thanksgiving, Christmas, the day after Christmas, New Year's Day, President's Day, Patriot's Day. Nurse paraprofessionals shall be paid for the holidays on an hourly rate, pro-rated based on their annual salary.

In addition to the thirteen (13) holidays listed above, employees shall be entitled to one (1) paid Jewish holiday per year, either Rosh Hashanah or Yom Kippur, during years in which either of those days are official holidays on the school calendar as approved by the School Committee. Employees will not receive payment for this one (1) additional holiday during years in which neither holiday is an official holiday on the school calendar.

F. Contributions to a 403B or 457 Plan:

For each of the 2019-2020, 2020-2021, and 2021-2022 school years, the School Committee will annually match eight percent (8%) of an individual's total contribution to an approved 403(b) or 457 plan, not to exceed \$1,700.00 per year.

G. Intensive Special Education Classrooms

1. The employer will pay a differential to paraprofessionals in intensive special education classrooms. An intensive special education classroom is a classroom that works with students with ABA discrete trial needs, diapering and toileting needs that are not developmentally appropriate, and classrooms with students requiring demanding physical assistance on a daily basis. The Superintendent or his/her designee has sole discretion to determine intensive special education classrooms. Semi-annually, the Superintendent or his/her designee will review the designation of these classrooms. The differential will be paid only to paraprofessionals who are appointed to these classrooms. If a paraprofessional moves out of one of these classrooms or if the classroom designation is changed, she or he will no longer receive the differential but will remain on the regular wage schedule at the appropriate step on the salary schedule. Assignments to intensive special education classrooms will be made in accordance with applicable provisions of this Agreement and at the discretion of the Superintendent.
2. Effective January 25, 2017, paraprofessionals in intensive special education classrooms will receive a salary differential of five percent (5%) on the base.

A regular paraprofessional substituting in an intensive special education classroom for half a day (2.75 hours) will be paid a stipend of \$6.00 for each day.

## ARTICLE XII

### INSURANCE

- A. The group health insurance and the group life insurance, to the extent provided by the Town of Mansfield for other of its employees, shall be available to employees who so advise the Superintendent of their desire to participate in such insurance programs. Deductions for the employee's share of the cost of such insurance shall be made on an equal basis from each paycheck. The percentage of the premium contribution paid by the Committee shall be the same as other employees of the Town of Mansfield.
- B. The School Committee agrees to provide for pre-tax deduction insurance premiums (flex plan) for members of this bargaining unit to the same extent as provided to other bargaining units in the District.
- C. The Association members agree to contribute 30% to Health insurance premiums, effective July 1, 2004.
- D. Flexible Spending Plan:  
The School Committee will establish a tax-exempt, flexible spending plan.
- E. Dental Plan:  
Members of the bargaining unit will be eligible to participate in a dental plan provided by the Town. The individual's contribution shall be 50%.

## **ARTICLE XIII**

### **PART-TIME EMPLOYEES**

Notwithstanding any of the provisions of this Agreement, the Committee reserves the right to employ Paraprofessionals on a part-time basis and apply, in its exclusive discretion, the applicable provisions of this Agreement to the part-time employees on a pro-rated basis. Paraprofessionals who are regularly scheduled to work less than thirty (30) hours per week will be considered part time Paraprofessionals.

The Committee agrees that, for the duration of this contract, no Paraprofessional employed as of September 1, 1990 will be terminated in order to hire a part time Paraprofessional or involuntarily changed from full time to part-time status.

## **ARTICLE XIV**

### **DURATION**

- A. This Agreement shall take effect on September 1, 2019 and continue in full force and effect to and including August 31, 2022, and from year to year thereafter unless either party indicates its intention to modify or terminate this Agreement by written notice to the other by January 1, 2022 or January 1st of any subsequent year.
- B. The parties shall meet within thirty (30) days next following such notification of intent to modify or terminate as provided above, for the purpose of commencing negotiations for a successor Agreement, at which time the parties shall trade proposals.

### EDUCATION REFORM ACT OF 1993

The Mansfield School Committee reserves the right to modify the contract and/or make proposals in accordance with any authority or rights afforded by the Education Reform Act of 1993.

- C. A final copy of the contract will be given to all present employees within 30 days after final signatures. All new employees will receive a copy of the current contract with all relevant school paperwork.

## ARTICLE XV

### REDUCTION IN FORCE

1. The language in this article will apply only to employees who are laid off because of the following:
  - a. their position has been eliminated, or
  - b. they have been displaced from their position by another Paraprofessional.
2. In the event that it becomes necessary to reduce the number of employees included in the bargaining unit because of a decline in pupil enrollment, reorganization or lack of funds, employees shall be retained based upon the following administrative evaluation of the criteria:
  - a. length of service
  - b. performance evaluations
  - c. familiarity and knowledge of needed position/assignment
3. Employees with eight (8) years or more of service, whose positions have been eliminated, may request and will be given preference to transfer to another position occupied by an employee with lower length of service anywhere within the school system.
4. Once the above process has been completed, management will identify:
  - A. those Paraprofessionals who will be in their current/new positions
  - B. those Paraprofessionals who will be transferred to another position, and
  - C. those Paraprofessionals who are being laid off by June 15th.
5. Employees shall be credited for seniority purposes with all time spent on any paid leave of absence provided for in this Agreement.
6. Paraprofessionals who have been laid off shall be entitled to recall rights for a period of ten (10) months starting September 1<sup>st</sup> of the year of the layoff. During the recall period, Paraprofessionals shall be notified by certified mail to their last address of record, and given preference for positions as they develop in the inverse order of their respective lay-off, and all legally accrued contractual benefits to which the Paraprofessional was entitled at the time of the lay-off shall be restored in full upon re-employment within the recall period.
7. Any laid off Paraprofessional, if they so desire, will be placed on the substitute list and given preference over any new substitutes that are hired.
8. Laid-off employees may continue Health and Life Insurance coverage during the recall period as provided by the Committee and/or Town to members of the bargaining unit by forwarding to the Town Treasurer the entire premium costs for the group plan. Failure to forward the premium payments to the Town Treasurer or refusal to return to employment upon recall will terminate this option.
9. While members of the bargaining unit are on recall, the Committee agrees to give preference to Paraprofessionals on the recall list.
10. Any Paraprofessional on the recall list who is offered a position and declines, relinquishes their right to future recall.

**ARTICLE XVI**

**AGENCY FEE**

In the event that mandatory agency fee is reinstated either through a binding appellate court decision or through new legislation, the parties agree that the agency fee language in effect during the 2016-2019 contract will be reinstated without the need to negotiate the language, provided that the 2016-2019 agency fee language is consistent with any binding appellate court decision or new legislation. The parties will negotiate only inconsistent language with any binding appellate court decision or new legislation.



## **ARTICLE XVII**

### **COURSE REIMBURSEMENT**

The District shall reimburse an employee in an amount not to exceed two hundred dollars (\$200.00) per bargaining unit member in any contract year toward the cost of a workshop, seminar or course approved in advance by the Superintendent or his/her designee and which is the employee's area of responsibility. Where applicable, reimbursement shall be contingent upon the employee's obtaining a satisfactory grade according to the standards of the institution and submitting evidence of such satisfactory completion to the Superintendent.

Notwithstanding the previous paragraph, the maximum amount to be expended by the District for such course reimbursements shall not exceed three thousand dollars (\$3,000.00,) during each year of the Agreement. Employees applying for reimbursement will be chosen on a first-come, first-serve basis. The Superintendent shall maintain a list of those employees who have made application for and have been granted such reimbursement. An employee may apply for reimbursement for more than one course in any contract year and will be reimbursed for such additional courses, provided that after May 1<sup>st</sup> of said year there are funds available in said course reimbursement account after reimbursing all employees who have taken only one course.

## **ARTICLE XVIII**

### **MISCELLANEOUS**

- A. The parties agree to establish a joint labor/management safety committee, made up of an equal number of representatives chosen by each party, to meet and address safety concerns regarding the development of a toileting & hygiene protocol. The Committee will meet on a schedule to be determined by the Committee.
- B. The Association will have a representative on the District's Professional Development Committee, to represent the interests of paraprofessionals regarding training and professional development.

The Association and the District will collaborate to provide professional development to paraprofessionals. To that end, on the first professional development day of the school year, paraprofessionals will be given the opportunity to meet with the teachers of the classroom where they will be working in for forty-five minutes.

- C. A joint committee of equal members from the Association and the District will meet to update all paraprofessional job descriptions. The committee will meet for the first time by October 31, 2019 and they will finish the job descriptions for approval by the Association and the Committee by February 28, 2020.

**WHEREFORE**, intending to be bound, the parties have executed this agreement

this 19<sup>th</sup> day of September, 2019.

**For the Mansfield School Committee**

  
\_\_\_\_\_

**For the Mansfield Paraprofessionals Association**

  
\_\_\_\_\_

# APPENDIX A

## EVALUATION FORMS

### MANSFIELD PUBLIC SCHOOLS EVALUATION FORM FOR SUPPORT PERSONNEL IN KINDERGARTEN/REGULAR EDUCATION

NAME: \_\_\_\_\_ SCHOOL: \_\_\_\_\_

DATE: \_\_\_\_\_ SUPERVISING TEACHER: \_\_\_\_\_

Excellent Very Good Satisfactory Needs Unsatisfactory  
Improvement

Under Direction of the Teacher:

1. Assists teacher in routine tasks \_\_\_\_\_
2. Cooperates with teacher in classroom management \_\_\_\_\_
3. Follows through with assigned responsibilities \_\_\_\_\_
4. Meets teacher requests in a timely fashion \_\_\_\_\_
5. Displays organizational skills \_\_\_\_\_
6. Exhibits initiative in unexpected circumstances \_\_\_\_\_
7. Anticipates readily the needs of students \_\_\_\_\_
8. Establishes good rapport with students \_\_\_\_\_
9. Demonstrates good attendance and punctuality \_\_\_\_\_
10. Assists implementation of school activities and policies \_\_\_\_\_

EVALUATOR'S SIGNATURE: \_\_\_\_\_

COMMENTS AND SPECIFIC RECOMMENDATIONS BY THE EVALUATOR FOR THOSE ITEMS NOTED AS "NEEDS IMPROVEMENT": \_\_\_\_\_

TEACHER'S SIGNATURE (optional): \_\_\_\_\_

COMMENTS: \_\_\_\_\_

MEMBER'S SIGNATURE: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

PRINCIPAL'S SIGNATURE: \_\_\_\_\_

**MANSFIELD PUBLIC SCHOOLS**  
**EVALUATION FORM FOR SUPPORT PERSONNEL IN SPECIAL NEEDS**

NAME: \_\_\_\_\_ SCHOOL: \_\_\_\_\_

DATE: \_\_\_\_\_ SUPERVISING TEACHER: \_\_\_\_\_

Excellent Very Good Satisfactory Needs Unsatisfactory  
Improvement

UNDER DIRECTION OF THE TEACHER:

1. Works well with individual or small groups of students to implement IEP goals \_\_\_\_\_
2. Is aware of and alerts teacher to problem or special information about individual students \_\_\_\_\_
3. Assists in developing materials and strategies for reinforcing skills. \_\_\_\_\_
4. Maintains a high level of ethical behavior and confidentiality of information about students \_\_\_\_\_
5. Performs clerical duties and routine classroom procedures efficiently. \_\_\_\_\_
6. Assists with the implementation of behavior modification programs \_\_\_\_\_
7. Cooperates in classroom management \_\_\_\_\_
8. Follows through with assigned responsibilities in a timely manner. \_\_\_\_\_
9. Establishes good rapport with students \_\_\_\_\_
10. Maintains good attendance and punctuality \_\_\_\_\_
11. Demonstrates initiative in being an integral member of the classroom team \_\_\_\_\_
12. Accepts direction and supervision in a cooperative manner \_\_\_\_\_

EVALUATOR'S SIGNATURE: \_\_\_\_\_

COMMENTS AND SPECIFIC RECOMMENDATIONS BY THE EVALUATOR FOR THOSE ITEMS NOTED AS "NEEDS IMPROVEMENT": \_\_\_\_\_

TEACHER'S SIGNATURE (optional): \_\_\_\_\_

COMMENTS: \_\_\_\_\_

MEMBER'S SIGNATURE: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

PRINCIPAL'S SIGNATURE: \_\_\_\_\_

# Mansfield Public Schools

To: Mansfield Paraprofessional Association  
From: Teresa Murphy, Superintendent  
CC: Leadership Team  
Re: Agreement Between the Mansfield Paraprofessionals Association and the  
Mansfield School Committee, Appendix A, Evaluation Form, 9/1/19-8/31/22  
Date: October 21, 2019

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Dear Members of the Mansfield Paraprofessional Association,

It has come to our attention that the incorrect version of the Evaluation Form (Appendix A) was included in the recently printed contract you received.

To rectify this error, the correct Evaluation Form is attached to this memo. Please insert this document into your contract for future reference. This attachment is the correct Appendix A and should be referenced for the duration of the contract.

If you have any questions, please feel free to contact Eric Greenberg at Robinson, Jane Conley at Jordan/Jackson, or my office. Thank you for your cooperation.

Sincerely,

Teresa Murphy  
Superintendent

## Distribution

1	Scott, Deb	
2	Benvisutto, Bonnie	
3	Boisvert, Ginger	
4	Connolly, Michael	
5	Donoghue, Ed	
6	Nugent, Diane	
7	Murphy, Teresa	
8	Bogdan, Dyana	
9	Gottfried, Stacey	
10	LeMaire, Jocelyn	
11	Human Resources Dept	
12	DaGraca, Denise	
13	Hartman, Jenn	
14	Nieratko, John	
15	Barlas, Abby	
16	Schliefer, Jim	
17	Tichacek, Tim	
18	Watkins, Mary	
19	Cotillo, Mary	
20	McGovern, Dave	
21	Hoffman, Dave	
22	Jango, Tanna	
23	Sankey, Kerri	
24	DeMello, Krista	
25	Leonard, Jim	
26	Beier, Nancy	
27	Abrams, Zack	
28	Waugh, Andy	

**Mansfield Public Schools  
Paraprofessional Evaluation**

<b>Name:</b>	<b>School:</b>	<b>Assignment:</b>
<b>Supervisor's Name:</b>		
Paraprofessional's <b>initials</b> _____ and <b>date</b> _____. This indicates s/he has read this Paraprofessional Evaluation document at the beginning of each school year or by <b>October 1<sup>st</sup></b> .		
The paraprofessional will sign to indicate s/he has acknowledged receipt of the completed evaluation by <b>May 15th</b> . The signature <u>does not</u> indicate agreement with the evaluation.		
Evaluator's Signature:		Date:
Paraprofessional's Signature:		Date:



**Standard I: The paraprofessional demonstrates the knowledge and skills to perform the functions of the assignment.**

A. **Knowledge:** Demonstrates knowledge of methods, techniques, and skills required of position. Utilizes specialized methods, skills or techniques required for the assignment.

<i>Unsatisfactory</i>	<i>Needs Improvement</i>	<i>Proficient</i>	<i>Exemplary</i>
<p>Refuses to be trained in one or more of the areas identified in the job demands</p> <p>Inconsistently demonstrates this knowledge in daily work.</p>	<p>Reluctant to be trained in one or more of the areas identified in the job demands</p> <p>Sometimes demonstrates this knowledge in daily work.</p>	<p>Trained or willing to be trained in the areas identified in the job demands</p> <p>Consistently demonstrates this knowledge in daily work.</p>	<p>Trained or willing to be trained in the areas identified in the job demands</p> <p>Demonstrates this knowledge in daily work and applies concepts appropriately in new situations.</p>

**B. Performance:** Performs work consistently, accurately, and effectively. Appropriately and effectively employs skills, techniques and methods learned in training using the methods techniques and skills. Work completed meets expectations for quality and performance responsibilities and the paraprofessional demonstrates sound judgment in the quality of work.

<i>Unsatisfactory</i>	<i>Needs Improvement</i>	<i>Proficient</i>	<i>Exemplary</i>
Is Seldom accurate, thorough, neat, and effective in completing assigned tasks.	Sometimes accurate, thorough, neat, and effectively completes assigned tasks.	Consistently accurate, thorough, neat, and effectively completes assigned tasks.	Consistently, accurate, thorough, neat, and effectively completes assigned tasks.
Seldom uses skills, techniques and methods learned in training.	Sometimes uses skills, techniques and methods learned in training.	Consistently and effectively uses skills, techniques and methods learned in training.	Effectively applies concepts, skills, techniques and methods learned in training.
Seldom shows initiative and is reluctant to assist in preparation of instructional materials.	Sometimes shows initiative and is willing to assist in preparation of instructional materials.	Consistently shows initiative and is willing to assist in preparation of instructional materials.	Shows initiative, anticipates problems and works on appropriate solutions, and is willing to assist in preparation of instructional materials.
Seldom works effectively with small group and/or individuals.	Sometimes effectively with small group and/or individuals.	Works effectively with small group and/or individuals.	Works effectively with small group and/or individuals.
Seldom demonstrates sensitivity to differences among individuals	Sometimes demonstrates sensitivity to differences among individuals	Demonstrates sensitivity to differences among individuals	Demonstrates sensitivity to differences among individuals
Seldom works toward creating an environment that is positive and supportive	Sometimes works toward creating an environment that is positive and supportive	Works toward creating an environment that is positive and supportive	Works toward creating an environment that is positive and supportive
			Able to model for others

**Standard II: The paraprofessional demonstrates the dependability of reporting to work, time management, as well as the receptive and expressive communication skills, to effectively perform the assignment and works toward creating an environment that is positive and supportive.**

**A. Reliability:** Consistently prepared and on time when reporting to work and consistently adheres to classroom, school and district policies and procedures.

<i>Unsatisfactory</i>	<i>Needs Improvement</i>	<i>Proficient</i>	<i>Exemplary</i>
Seldom arrives on time, prepared for work, or for each assignment.  Does not show initiative.	Sometimes arrives on time, prepared for work, or for each assignment.  Sometimes shows initiative.	Consistently arrives on time, prepared for work, or for each assignment.  Consistently shows initiative.	Always arrives on time, prepared for work, or for each assignment.  Consistently shows initiative, anticipates problems and works on appropriate solutions.

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**B. Time Management:** Well organized, utilizes time efficiently, and works independently when appropriate.

<i>Unsatisfactory</i>	<i>Needs Improvement</i>	<i>Proficient</i>	<i>Exemplary</i>
Seldom efficient and well organized in completing assigned tasks.	Sometimes efficient and well organized in completing assigned tasks.	Consistently efficient and well organized in completing assigned tasks.	Always efficient and well organized in completing assigned tasks.
Seldom effectively and appropriately works independently.	Sometimes effectively and appropriately works independently.	Consistently, effectively and appropriately works independently.	Works effectively and appropriately on assigned independent tasks, as well as those independently initiated.
Seldom completes all duties as assigned in an efficient and timely way.	Sometimes completes all duties as assigned in an efficient and timely way.	Regularly completes all duties as assigned in an efficient and timely way.	Always completes all duties as assigned in an efficient and timely way.
			Able to model for others

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C. **Communication** (expressive & receptive): Communicates effectively. Listens well. Responds to direction from supervising teacher and/or administrator appropriately. Demonstrates sensitivity to differences among individuals.

<i>Unsatisfactory</i>	<i>Needs Improvement</i>	<i>Proficient</i>	<i>Exemplary</i>
<p>Seldom communicates clearly, accurately and appropriately with staff</p> <p>Seldom uses unbiased language that respects human differences.</p> <p>Seldom presents directions, instruction and ideas clearly and accurately to students and others.</p> <p>Seldom responds to direction from supervising teacher and/or administrator appropriately.</p>	<p>Sometimes consistently communicates clearly, accurately and appropriately with staff</p> <p>Sometimes uses unbiased language that respects human differences.</p> <p>Sometimes presents directions, instruction and ideas clearly and accurately to students and others.</p> <p>Sometimes responds to direction from supervising teacher and/or administrator appropriately.</p>	<p>Consistently communicates clearly, accurately and appropriately with staff</p> <p>Consistently uses unbiased language that respects human differences.</p> <p>Consistently presents directions, instruction and ideas clearly and accurately to students and others.</p> <p>Consistently responds to direction from supervising teacher and/or administrator appropriately.</p>	<p>Always communicates clearly, accurately and appropriately with staff</p> <p>Always uses unbiased language that respects human differences.</p> <p>Always presents directions, instruction and ideas clearly and accurately to students and others.</p> <p>Always responds to direction from supervising teacher and/or administrator appropriately.</p> <p>Takes appropriate initiative to create dialogue between paraprofessional and supervising teacher and/or administrator</p>

**Confidentiality:** Understands and maintains an appropriate level of confidentiality, speaking about students only with the instructional team in a confidential location and manner.

<i>Unsatisfactory</i>	<i>Needs Improvement</i>	<i>Proficient</i>	<i>Exemplary</i>
<p>Seldom correctly identifies information that is confidential or seeks guidance from the supervising teacher and/or administrator</p> <p>Seldom practices discretion and maintains confidentiality.</p>	<p>Sometimes correctly identifies information that is confidential or seeks guidance from the supervising teacher and/or administrator</p> <p>Sometimes practices discretion and maintains confidentiality.</p>	<p>Consistently and correctly identifies information that is confidential or seeks guidance from the supervising teacher and/or administrator</p> <p>Consistently practices discretion and maintains confidentiality.</p>	<p>Always correctly identifies information that is confidential or seeks guidance from the supervising teacher and/or administrator</p> <p>Always practices discretion and maintains confidentiality.</p>

**Standard III: The paraprofessional demonstrates the motivation, ability to adapt to a changing environment and appropriate interpersonal skills to effectively perform the assignment.**

A. **Motivation:** Builds on strengths and acts on suggestions in areas needing improvement.

<i>Unsatisfactory</i>	<i>Needs Improvement</i>	<i>Proficient</i>	<i>Exemplary</i>
Seldom acknowledges and uses areas of personal strength in performing the job demands	Sometimes acknowledges and uses areas of personal strength in performing the job demands	Consistently acknowledges and uses areas of personal strength in performing the job demands	Builds skills in areas of personal strength in performing the job demands
Seldom acts on suggestions from the supervising teacher and/or administrator to improve job performance.	Sometimes acts on suggestions from the supervising teacher and/or administrator to improve job performance.	Acts on suggestions from the supervising teacher and/or administrator to improve job performance.	Seeks out and acts on suggestions from the supervising teacher and/or administrator to improve job performance.
Does not reflect and evaluate on their own practice and their continuing professional development	Sometimes reflects and evaluates their practice and their continuing professional development	Consistently reflects and evaluates their practice and their continuing professional development	Always reflects and evaluates their practice and their continuing professional development
			Able to model for others

**B. Adaptability to Change:** Demonstrates the ability to effectively perform tasks in new or changing situations. Receives suggestions and/or constructive feedback. Demonstrates sound judgment when adapting to change.

<i>Unsatisfactory</i>	<i>Needs Improvement</i>	<i>Proficient</i>	<i>Exemplary</i>
Seldom demonstrates flexibility when presented with changes in schedule, responsibilities or assignment.	Sometimes demonstrates flexibility when presented with changes in schedule, responsibilities or assignment.	Consistently demonstrates flexibility when presented with changes in schedule, responsibilities or assignment.	Always takes appropriate initiative and/or offers appropriate options when presented with changes in schedule, responsibilities or assignment.
Seldom able to appropriately and effectively adapt to new situations.	Sometimes able to appropriately and effectively adapt to new situations	Consistently able to appropriately and effectively adapt to new situations	Quickly and consistently able to appropriately and effectively adapt to new situations
Seldom demonstrates sound judgment.	Sometimes demonstrates sound judgment	Consistently demonstrates sound judgment	Always demonstrates sound judgment  Able to model for others



**Interpersonal Relationships:** Maintains effective working relationship with others. Resolves conflict well, seeks assistance when appropriate.

<i>Unsatisfactory</i>	<i>Needs Improvement</i>	<i>Proficient</i>	<i>Exemplary</i>
Seldom maintains effective, professional working relationships with others.  Seldom seeks to resolve conflicts with and without assistance.	Sometimes maintains effective, professional working relationships with others.  Sometimes seeks to resolve conflicts with and without assistance.	Consistently maintains effective, professional working relationships with others.  Consistently seeks to resolve conflicts with and without assistance.	Always maintains effective, professional working relationships and models that with others  Always seeks to resolve conflicts with and without assistance, and help others resolve conflicts by adding information, ideas and suggestions to the professional.

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**C. Student Interactions:** Recognizes strengths and abilities of students and helps establish and maintain a positive and challenging learning environment while fostering student independence, socialization, and self-esteem. Provides effective behavioral support for students and exhibits patience while working with children.

<i>Unsatisfactory</i>	<i>Needs Improvement</i>	<i>Proficient</i>	<i>Exemplary</i>
<p>Seldom recognizes strengths and abilities of students and helps establish and maintain a positive and challenging learning environment while fostering student independence, socialization, and self-esteem.</p> <p>Seldom provides effective behavioral support for students and exhibits patience while working with children.</p>	<p>Sometimes recognizes strengths and abilities of students and helps establish and maintain a positive and challenging learning environment while fostering student independence, socialization, and self-esteem.</p> <p>Sometimes provides effective behavioral support for students and exhibits patience while working with children.</p>	<p>Consistently recognizes strengths and abilities of students and helps establish and maintain a positive and challenging learning environment while fostering student independence, socialization, and self-esteem.</p> <p>Consistently provides effective behavioral support for students and exhibits patience while working with children.</p>	<p>Always takes initiative to recognize strengths and abilities of students and helps establish and maintain a positive and challenging learning environment while fostering student independence, socialization, and self-esteem.</p> <p>Quickly provides effective behavioral support for students and exhibits patience while working with children.</p> <p>Quickly and consistently able to appropriately and effectively adapt to new situations</p> <p>Able to model for others</p>

**Paraprofessional comments (optional):**

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