

AGREEMENT

between the

LYNN SCHOOL COMMITTEE

and the

**LYNN TEACHERS UNION
LOCAL 1037**

**AMERICAN FEDERATION
OF TEACHERS, AFL-CIO
PARAPROFESSIONALS**

2016-2017

2017-2018

TABLE OF CONTENTS

	Page		Page
Article I—Union Recognition & Jurisdiction	1	H. Adoption Leave.....	9
A. Union Recognition.....	1	I. Leave for Conferences, Conventions, etc.	9
B. Jurisdiction	1	J. Jury Duty.....	9
C. Definitions	1	K. Marriage Leave	9
Article II—Compensation	1	L. Graduation Leave.....	9
A. Basic Salary Schedules.....	1	M. Requests for Leave.....	10
B. Itemized Payroll Deductions	1	Article VII—Grievance Procedure.....	10
C. Method and Time of Payment	1	A. Definition	10
D. Severance Pay.....	1	B. Adjustment of Grievance	10
E. Vacation Pay.....	2	1. Level 1—Principal	10
F. Mileage Allowance.....	2	2. Level 2—Superintendent of Schools	10
G. Longevity.....	2	3. Special Procedures for Grievances	
H. Anniversary Date.....	2	Relating to Salary and Leave Matters.....	10
I. Working Before and/or After the		4. Time Limits.....	11
Regular School Day/Year	2	Article VIII—Arbitration	11
J. Clothing Allowance	2	Article IX—Union Privileges and Responsibilities .	11
Article III—Fringe Benefits	2	A. Dues Check-Off	11
A. Blue Cross Blue Shield.....	2	B. Protection of Individual and	
B. Life Insurance	3	Group Rights	11
C. Pension	3	C. Information	11
D. Tax-Free Annuity	3	D. Existing Laws and Regulations Preserved....	11
E. IRA Accounts	3	E. Printing of Contract	12
F. Workers’ Compensation	3	F. Paraprofessional Meetings.....	12
G. Liability Insurance.....	3	G. Distribution of Materials.....	12
H. Annual Redemption of Sick Leave.....	3	H. Agency Fee	12
Article IV—Working Conditions.....	4	I. Fair Practices.....	12
A. Duty-Free Lunch Period	4	Article X—Handling of New Issues.....	12
B. Seniority	4	Article XI—Savings Clause	12
C. Lay Off	4	Article XII—Resolution of Differences by	
D. Discharge.....	4	Peaceful Means	13
E. Evaluation of Paraprofessionals	4	Article XIII—Duration	13
F. Work Day and Work Year.....	5	Letter of Understanding—1.....	13
G. Assistance in Assault Cases.....	5	Letter of Understanding—2.....	13
H. School Facilities	5	Attachment A	13
I. Discipline.....	5	Memorandums of Agreement 1 & 2.....	14
J. Personnel Files—		Appendix A-1—Basic Salary Schedule	15
Instructional Paraprofessionals.....	6	Appendix A-2—Basic Salary Schedule	15
K. Professional Activity	6	Appendix B Performance Evaluation System	16
L. Substitutes.....	6	Rationale for the Performance Evaluation	
M. Job Preference	6	of Staff.....	17
N. Job Description.....	6	Job Description—Paraprofessionals	17
Article V—Transfers; Vacancies	6	I. Performance Responsibilities.....	17
A. Transfers or Reassignments.....	6	II. Qualifications	18
B. Filling Vacancies	7	III. Terms of Employment	18
Article VI—Leaves of Absence	7	IV. Evaluation	18
A. Sick Leave	7	Procedure for Performance Evaluations	
Sick Bank Regulations	8	(Paraprofessionals).....	19
B. Funeral Leave	8	I. General Information.....	19
C. Military Leave	9	II. Evaluation Process	19
D. Organized Reserve Forces.....	9	Summary	20
E. Emergency Suspensions of Sessions	9	Paraprofessional Performance Evaluation	
F. Personal Leave.....	9	Instrument	22
G. Maternity Leave.....	9		

Article I UNION RECOGNITION AND JURISDICTION

A. Union Recognition

The Lynn School Committee recognizes the Lynn Teachers Union, Local 1037, American Federation of Teachers, AFL-CIO as the exclusive bargaining representative for all paraprofessional employees designated by the Massachusetts Labor Relations Commission as including, but not limited to, the following job classifications:

Instructional paraprofessionals, library paraprofessionals, lunch/breakfast paraprofessionals, and other classifications that aide teachers and/or students in the schools.

B. Jurisdiction

The jurisdiction of the Union shall include those persons now or hereafter who perform the duties or functions of the categories of employees in the bargaining unit.

C. Definitions

The term "Superintendent," as used in this Agreement, means the person holding the position of Superintendent of Schools of the Lynn School Department.

The term "Administration," as used in this Agreement, shall be understood to mean the same as Superintendent, Assistant Superintendent, or Deputy. (In accordance with new Administrative Staffing.)

The term "parties," as used in this Agreement, refers to the Committee and the Union as participants in this Agreement.

The terms "paraprofessional," "aide," and "person," as used in this Agreement, means a person employed by the Committee in the bargaining unit as described in Section A. of Article I.

The term "Union representative," as used in this Agreement, means any qualified designee of the Union.

The term "school," as used in this Agreement, means any work location or functional division maintained by the School Department.

Whenever the singular is used in this Agreement, it is to include the plural.

Whenever in this Agreement a personal pronoun is used, it is understood to include both male and female.

Article II COMPENSATION

A. Basic Salary Schedules

1. The salaries of the members of the bargaining unit are set forth in Appendices A 1-3 which are attached to and made a part of this Agreement.
2. Upon employment in the Lynn Public Schools, a member of the bargaining unit shall be placed at the step appropriate for his educational status and creditable years of experience.
3. Presently employed paraprofessionals shall be placed on the step appropriate for their educational status and creditable years of experience as determined by their initial date of employment.

B. Itemized Payroll Deductions

A statement of weekly payroll deductions shall be provided to each employee.

C. Method and Time of Payment

1. Each member of the bargaining unit shall be paid weekly.
2. The following holidays shall be allowed with pay: Columbus Day, Veterans' Day, Thanksgiving Day, Friday following Thanksgiving Day, the day before Christmas, Christmas Day, the day before New Year's Day, New Year's Day, Martin Luther King Day, Presidents' Day, Patriots' Day, Good Friday, and Memorial Day.
3. Payment will be made for holidays which fall on Saturday, Sunday, or within a vacation period.

D. Severance Pay

1. Severance pay of fifty percent (50%) of accumulated sick leave days will be paid to a legitimate retiree under the Municipal Employees Pension Plan, where applicable otherwise, the paraprofessional shall be a legitimate retiree. The preceding applies only to a paraprofessional employed as of June 30, 1987.
2. In the event of death, payment shall be made to the paraprofessional's estate or named beneficiary.
3. Employees first appointed after June 30, 1987, shall not be eligible for severance pay as aforesaid. Sick leave accumulated by any employee after June 30, 1987, shall not be credited for severance purposes. In the event that eligible employees must use sick days from the accumulation credited for severance purposes, said employee may

replace those days used to the level credited to her/him as of June 30, 1987, from any sick leave accumulated thereafter.

A retiring employee shall have the option of receiving her/his cash payment on the date of retirement or in a schedule of payments not to exceed five (5) fiscal years; such option shall be exercised in writing by the employee at least one (1) week prior to her/his retirement. Any amount in excess of ten thousand dollars (\$10,000.00) must be deferred to the second year or, at the employee's option, a later year.

E. Vacation Pay

All paraprofessionals covered by this Agreement shall be granted the following vacation period with pay.

- a. Following the completion of one (1) year of service, vacation of two (2) weeks.
- b. Following the completion of three (3) years of service, vacation of three (3) weeks.
- c. Following the completion of five (5) years of service, vacation of four (4) weeks.
- d. Following the completion of twenty (20) years of service, vacation of five (5) weeks.
- e. Vacation leave earned in any one (1) year shall not be permitted to accumulate or carry over to a succeeding year. The above payments shall be included in the last paycheck of the fiscal year.

F. Mileage Allowance

Traveling paraprofessionals covered by this Agreement who are authorized to use private automobiles for school business shall be reimbursed at the rate of five hundred dollars (\$500.00) per year.

G. Longevity

1. A paraprofessional who normally works twenty (20) or more hours per week shall receive the following payments based upon her/his length of service in the Lynn Public Schools. All longevity payments shall be based upon a percentage of the Working Foreman's salary, step 3, as follows:

4% after	5 years of service
6% after	10 years of service
8% after	15 years of service
12% after	20 years of service
14% after	25 years of service
17% after	30 years of service

2. The above payments will be paid weekly.

3. For purposes of longevity, paraprofessionals serving more than one-half (1/2) the school year will receive credit for that year of service.

H. Anniversary Date

For purposes of salary payment, paraprofessionals serving more than one-half (1/2) the school year will advance a step on the salary schedule each September.

I. Working Before and/or After the Regular School Day/Year

Paraprofessionals employed before and/or after the regular school day/year shall be compensated at their regular rate of pay.

The Union shall be notified of any temporary position which may become available.

In the event the principal or his/her designee requests and the paraprofessional accepts the request to attend an open house, professional development/training, faculty meeting, parent meeting et al. before or after the close of school hours, the said paraprofessional shall be compensated at the paraprofessionals' hourly rate.

J. Clothing Allowance

Paraprofessionals who work in food service and/or cafeteria shall be reimbursed with receipts a clothing allowance up to three hundred dollars (\$300.00) payable in the first paycheck in September, October, November or December.

Article III FRINGE BENEFITS

A. Blue Cross Blue Shield

The City of Lynn shall provide paraprofessionals who normally work twenty (20) or more hours per week the same Blue Cross Blue Shield provisions as in effect for other School Department employees.

The current City policy for retirees shall remain in force.

The City of Lynn shall provide a pre-tax deduction of insurance premiums in accordance with Section 125 of the Internal Revenue Code.

B. Life Insurance

The City of Lynn shall provide paraprofessionals who normally work twenty (20) or more hours per week the same life insurance provisions as in effect for other School Department employees.

The current City policy for retirees shall remain in force.

C. Pension

The parties agree that all provisions of the Municipal Employees Pension Plan shall be made a part of this Agreement for paraprofessionals who normally work twenty (20) or more hours per week.

D. Tax-Free Annuity

1. Paraprofessionals who normally work twenty (20) or more hours per week shall be allowed to take advantage of the federal law concerning tax-free annuities.

2. Such paraprofessionals may join an approved company in September. Increases may be made in September or January. Decreases will be accepted at any time.

E. IRA Accounts

Paraprofessionals shall be allowed to take advantage of the federal law concerning tax-free IRA Accounts through payroll deductions to a bank or financial institution of their choice. The Committee will request the Treasurer of the City of Lynn to deduct and submit said sums as specified.

F. Workers' Compensation

Paraprofessionals shall be included under the provisions of the Workers' Compensation Law.

A paraprofessional who is absent because of a personal injury arising out of or in the course of his employment shall be paid full pay during the statutory period of exemption, without loss of personal sick days. Following the period of the statutory exemption, Workers' Compensation Disability Allowance shall be paid. Paraprofessionals eligible for Workers' Compensation shall be allowed to draw upon sick leave benefits until weekly compensation is paid. Requests are to be made with the Human Resource Manager.

Upon request, the paraprofessional may be able to draw from sick leave benefits to make up the difference between the Workers' Compensation coverage and his weekly salary.

Upon presentation of medical bills, each paraprofessional shall be reimbursed by the Committee for all medical expenses, to the extent that such expenses are not already covered by the Committee.

G. Liability Insurance

A joint committee shall be formed to investigate liability insurance for paraprofessionals and report their findings to the parties.

H. Annual Redemption of Sick Leave

An employee working twenty (20) or more hours per week and who has used fewer than a total of five (5) sick days for the school year may elect to redeem sick days in a lump sum cash payment in accordance with the following schedule:

Sick Days Used	Available Redemption
0	5
1	4
2	3
3	2
4	1
5	0

An employee working less than twenty (20) hours per week and who has used fewer than a total of two (2) sick days for the school year may elect to redeem sick days in a lump sum cash payment in accordance with the following schedule:

Sick Days Used	Available Redemption
0	2
1	1
2	0

Prior to the close of school in June of each year, the School Department will notify each qualifying employee of the number of days she/he may redeem. Such compensation shall be payable on or before July 15th.

Unredeemed sick days will be accumulated in the manner provided in Article VI, Section A.

Members of the Sick Leave Bank as set forth in Article VI, Section A.5, shall not suffer any loss of available redemption following the assignments of two (2) sick days the first year of participation and one (1) day thereafter annually to the bank.

Article IV WORKING CONDITIONS

A. Duty-Free Lunch Period

Paraprofessionals who normally work twenty (20) or more hours per week shall be provided with at least a thirty (30) minute duty-free lunch period.

B. Seniority

1. Seniority is defined as length of continuous service as a paraprofessional in the Lynn School System. An employee shall be placed on the seniority list after completing a three (3) month probationary period, with seniority effective the date the employee was hired.

2. In the case of employees appointed at the same School Committee meeting, the order of appearance in the School Committee minutes shall determine the order of seniority.

3. Each September the Committee shall post on all bulletin boards, and send to the Union, an updated seniority list addition, showing the date of hire of each new employee. A challenge to placement on the list shall be deemed waived unless grieved within fifteen (15) working days from date of posting.

4. An employee's seniority shall be deemed broken by termination of employment, or failure to be available to return to work within five (5) days after a leave of absence. Periods of service divided by a true break due to resignation or termination shall not be added together to determine seniority.

Effective September 2014, the employee's seniority date shall be adjusted by the number of no-pay days incurred by the employee.

5. Effective September 1, 1987, lunch personnel transferring to the classification of instructional personnel shall, for seniority purposes only, be credited with one (1) year of service for every two (2) years of service in the former classification.

For purposes of this section, service of one-half (1/2) year or more shall be calculated as one (1) year.

C. Lay Off

1. In the event of a cut back in programs paraprofessionals shall be terminated on the basis of seniority; the employee with the least seniority being the first to be laid off. Paraprofessionals shall be permitted to exercise their seniority rights to replace a paraprofessional with less seniority in classification.

For purposes of this section, classification refers to the distinction between lunch personnel and instructional personnel.

2. Non-certified instructional paraprofessionals may not displace certified instructional paraprofessionals.

3. Paraprofessionals shall be given written notification of termination, at their last listed address provided to the School Department, following the vote of the School Committee.

4. No new employees in the bargaining unit shall be hired until all employees with rights of recall from layoff according to seniority in their particular classification have been offered recall.

5. An employee in the bargaining unit who is laid off because of lack of work and who is recalled within five (5) years shall regain the seniority and shall be credited with the accumulated sick leave to which he was entitled at the time he was laid off.

6. Employees on lay off and those returning from a leave of absence must exercise their seniority rights at the time of posting of available positions. Failure to do so shall indicate a termination of said seniority rights. Employees on lay off shall receive prior notice of the time and place of postings.

7. The School Committee agrees that it shall not contract out any positions or jobs performed by members of the bargaining unit.

D. Discharge

An employee who has completed his three (3) month probationary period shall not be discharged except for just cause. The required notice of termination is thirty (30) calendar days.

E. Evaluation of Paraprofessionals

1. The Committee reserves the right to evaluate the performance of paraprofessionals and/or programs annually for the purpose of making individual decisions on employment or for the purpose of determining whether the paraprofessional program should be maintained, discontinued, modified, expanded, or for any other purpose.

2. The evaluator shall meet with the paraprofessional to discuss the evaluation report and to render constructive assistance. A copy of the evaluation report shall be given to the paraprofessional. After the discussion, the paraprofessional shall sign the report, but the paraprofessional's signature does not necessarily indicate agreement of the contents. The paraprofessional shall have the right to make a written reply which shall be attached to the evaluation report.

3. A paraprofessional not satisfied with the evaluation discussion shall be granted an appointment to discuss the report with the Superintendent of Schools or his designee. If the evaluation report is the basis for a discharge procedure, it shall be subject to the grievance and arbitration procedure.

4. Effective September 1, 2005, the policy document entitled Lynn Public Schools-Paraprofessional Performance Evaluation System, April 2005 shall be attached hereto as Appendix B and made part of this Agreement.

F. Work Day and Work Year

1. Paraprofessionals shall be required to work each day when school is in session.

2. Any paraprofessional required to work by the administration beyond the regular number of hours shall be compensated at the hourly rate.

3. The minimum work day week shall be:

Instructional Paraprofessionals Weekly

Elementary	28.75 hours
Junior and Senior High	27.5 hours
L.V.T.I.	30 hours

Parent Liaison Paraprofessionals Weekly

Elementary	28.75 hours
Junior and Senior High	31.25 hours

Lunch Paraprofessionals Weekly

Chief Lunch Aide (Over 300 meals served)	19 hours
Chief Lunch Aide (Under 300 meals served)	13 hours
Lunch Aide	10 hours
Food Distributors (Over 300 meals served)	17.5 hours
Food Distributors (Under 300 meals served)	15 hours

Breakfast Paraprofessionals Weekly

Chief Breakfast Aide	5 hours
Breakfast Aide	5 hours

The Chief Lunch Aide shall not have a classroom assignment in schools where the enrollment exceeds 400. In the event that there are an odd number of classroom assignments and the enrollment exceeds 400, the Chief Lunch Aide will be responsible for that one (1) classroom.

G. Assistance in Assault Cases

1. Paraprofessionals should report all cases of assault and injury to themselves to the principal of the building.

2. The principal shall conduct an investigation of the incident and notify the paraprofessional in writing of the results of the investigation.

H. School Facilities

A mailbox shall be provided in each school for the exclusive use of paraprofessionals.

The Lynn Public Schools remain committed to providing and maintaining healthy and safe working and learning conditions, and to initiating and maintaining operating practices that will safeguard employee and student health and safety.

Paraprofessionals assigned to serve breakfast/lunch in the classrooms shall be provided a wheeled device, if requested, to transport the food to and from the classrooms. In schools equipped with elevators, lunch paraprofessionals shall have access to them.

I. Discipline

1. Copies of the Discipline Code shall be distributed to all paraprofessional personnel.

2. Paraprofessionals shall assist in helping to maintain good discipline.

J. Personnel Files – Instructional Paraprofessionals

1. Personnel files shall be made up of all the documents and other materials which are accumulated from the beginning of service in the Lynn Public Schools.
2. Files shall be maintained under the following circumstances:
 - a. No material derogatory to an instructional paraprofessional's conduct, service, character, or personality shall be placed in the files by an administrator unless the instructional paraprofessional is sent a dated copy at the same time.
 - b. The instructional paraprofessional shall have the right to submit a response to the statement. The instructional paraprofessional's answer shall also be included in the file.
 - c. Upon request, the instructional paraprofessional shall be given access to her/his file without delay.
 - d. Upon receipt of a written request, the instructional paraprofessional shall be furnished a reproduction of any material in her/his file.
 - e. Official files shall be maintained by the Superintendent or his designee at the administration building.

K. Professional Activity

1. In the event an in-service course or program is mandated by the School Committee as a job requirement for paraprofessionals, all members of the bargaining unit shall be allowed to avail themselves of the course or program to the maximum extent possible. Programs offered for professional development purposes shall be offered to all paraprofessionals to the maximum extent possible.
2. This does not apply to federal workshops held during the school day unless such workshop applies to the creation of a new category.
3. All paraprofessionals shall attend activities on staff development days and be compensated at their hourly rate of pay. For salary purposes, staff development days are regular work days.
4. Effective September 1, 2007, members of the bargaining unit shall receive one (1) salary credit for each ten (10) professional development points earned. This section shall apply only to internal activities offered by the department which are appropriate for paraprofessionals. If the course is subject specific, it must be relevant to the paraprofessional's position within the Lynn Public Schools. Only PDP's earned after September 1, 2007, may be converted to salary credits. PDP's for salary credit shall require the advanced approval of the Superintendent or his designee.
5. On the November professional development day Paraprofessionals may receive paraprofessional specific professional development. Some suggested topics of said PD are behavioral management training, restraint training, CPR and classroom management.

L. Substitutes

1. Every effort will be made to hire substitutes to cover classes of regularly assigned paraprofessionals in severely handicapped classes when they are absent.
2. All lunch personnel, substituting in a position of higher rate, shall be compensated at the higher rate.
3. Classroom personnel shall not be required to substitute for teaching staff except in emergency situations on a voluntary basis. In such emergency situations, classroom paraprofessionals shall receive compensation at the rate of one hundred forty dollars (\$140.00) per day or the appropriate prorated amount for hours worked.

M. Job Preference

Members of the bargaining unit shall have a job preference on all positions beyond the regular school day or school year. On-site paraprofessionals shall have first preference for positions designated for a specific school population.

Seniority based on consecutive years of experience in the Lynn School Department and qualifications shall govern all assignments.

N. Job Descriptions

All instructional and parent liaison paraprofessional job descriptions will be made available during the posting process, on the X drive, and directly made available to the Lynn Teachers Union annually.

**Article V
TRANSFERS; VACANCIES**

A. Transfers or Reassignments

1. In the determination of reassignments and transfers, the convenience and wishes of the individual paraprofessionals will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the School System and the pupils. No assignment of new paraprofessionals shall be

made until all transfer requests have been considered. When more than one (1) paraprofessional requesting transfer or reassignment may be favorably considered, system-wide seniority shall be the determining factor.

2. A list of paraprofessionals requesting transfers shall be supplied to the Union after the postings close.
3. The Office of the Superintendent shall make available to the Union, system-wide data indicating the names of persons who have been reassigned or transferred and the nature of the new assignment.
4. Following the October posting, when a reduction in class size necessitates a transfer of a paraprofessional's assignment, the affected employee shall displace the least senior person within a category of the employee's choice. Transfers shall not occur until the Superintendent has determined the classroom needs.

In the event that a new contractual position opens within the building, in the same category, the Superintendent may assign the closed employee to that new position until June at which time the employee may exercise her/his system-wide seniority rights.

For the purpose of this section, category refers to either instructional paraprofessional, resource paraprofessional, or one-to-one paraprofessional.

All paraprofessionals actively employed, including those returning from an authorized leave of absence, adversely affected by the closing of positions or prior transfers, must fully exercise their seniority rights at the time of posting of available positions. Failure to do so shall constitute a termination of seniority rights.

5. Any involuntary reassignment or transfer shall be made only after a meeting between the paraprofessional involved and the Superintendent and/or his designee, at which time the paraprofessional shall be notified of the reasons for the reassignment or transfer.

B. Filling Vacancies

1. On or before June 1st, the administration will post a list of known vacancies showing location and assignment. A second posting shall take place on or before June 15th. A copy shall be sent to the Union by mail.
2. All vacancies resulting from the June posting and changes which occur during the summer shall be posted on or before the first week in October.
 - a. All paraprofessionals shall have the opportunity to bid for a posted position.
 - b. Paraprofessionals whose positions have been closed may bid or wait until the posting is completed. If unsuccessful in bidding or has chosen not to bid, the paraprofessional will be offered any available position by seniority. The assigned position shall be held until the June posting at which time the paraprofessional will be afforded the opportunity to exercise her/his full bidding and bumping rights.
 - c. Paraprofessionals who were closed and bid successfully shall be locked into those positions until the June posting. No additional bumping rights shall be afforded at that time.
 - d. In the event that no positions are available in October or that the paraprofessional is unable to perform the duties of the available position(s), the employee will be allowed to displace the least senior paraprofessional whose duties can be performed.
3. Applications shall be filed in writing with the Office of the Superintendent, or his designee, within five (5) days of the posting.
4. In cases of conflict concerning the filling of vacancies by paraprofessionals, all other things being equal, seniority in the job category shall govern.
5. Paraprofessionals successfully bidding on the first June posting shall be locked into that position until the October posting unless the employee is adversely affected following the second June posting.
6. All positions filled during the school year will be filled on a temporary basis.
7. A position of personal needs paraprofessional shall be established. Said position need not meet federal highly qualified guidelines. However such person, hired after September 2014, shall not be allowed to bid into an instructional paraprofessional position unless he/she does meet the highly qualified standards.

Article VI LEAVES OF ABSENCE

A. Sick Leave

1. In case of personal illness or accident, or illness in the immediate family: parent, husband, wife, child, brother, sister, or other relationship determined by the Superintendent of Schools, paraprofessionals who normally work twenty (20) or more hours per week shall be allowed absence of fifteen (15) working days during each school year without loss of pay.

In case of personal illness or accident, or illness in the immediate family: parent, husband, wife, child, brother, sister, or other relationship determined by the Superintendent of Schools, paraprofessionals who normally work less than twenty (20) hours per week shall be allowed absence in accordance with the following schedule:

- 3 days after 5 years service
- 4 days after 6 years service
- 5 days after 7 years service
- 6 days after 8 years service
- 7 days after 9 years service

Such leave not used in the year of service for which it is granted shall be accumulated for use in subsequent years.

Any accumulation of sick leave days which present employees have at the effective date of this Agreement shall be retained.

2. Each employee who qualifies for sick leave shall receive a notice of his accrued sick leave during the month of September. The information should be transmitted in a sealed envelope.
3. Effective September 1, 2004, paraprofessionals completing ten (10) years of service shall be entitled to apply to the Superintendent for a maximum of two (2) thirty-two (32) day sick leave extensions.
4. Effective September 1, 2004, after thirty (30) consecutive days of absence, the School Committee has the right to send an employee to a physician chosen by the School Committee at School Committee expense. If the employee's physician and the School Committee's physician disagree, the School Committee reserves the right to send the employee to a third doctor not affiliated with the first or second at School Committee expense. The employee will be bound by the majority opinion of the physicians visited.
5. There shall be established a Sick Leave Bank under the following conditions:

Sick Bank Regulations:

The purpose of the Sick Leave Bank will be to provide its members sick leave with pay for periods of disability resulting from catastrophic illness, accident, or injury.

- a. Any member of the bargaining unit who so certifies shall assign two (2) sick days the first year of participation and one (1) day thereafter annually to the Sick Leave Bank in September or upon employment.
- b. Such paraprofessional, five (5) days after the exhaustion of her/his personal sick leave, both annual and accumulated, and who is still disabled due to an extended illness or injury may draw upon the bank, if application is approved. Applications for the withdrawal of days shall be made to the Sick Leave Bank Committee by written notice to the Human Resource Manager. Applications must be filed prior to use of the Bank and contain medical verification substantiating the inability to work. For long-term absences, a second medical opinion may be required.
- c. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee composed of two (2) members designated by the Union and two (2) members designated by the School Committee to serve for a period of two (2) years. The Sick Leave Bank Committee shall receive all requests for use of the Sick Leave Bank filed with the Human Resource Manager. Approval of all requests for use of the Sick Bank will be made by the Superintendent and the Union President.
- d. Effective September 1, 2004, upon approval of the initial request, the Sick Leave Bank Committee shall allow up to fifteen (15) days use by the member. Where circumstances warrant, additional entitlement not to exceed sixty (60) working days per year may be granted upon written request at the discretion of the Superintendent and the Union President.
- e. The decisions of the Superintendent and the Union President shall be final and binding.
- f. Any member of the Sick Leave Bank who so certifies may terminate membership in the Bank; however, members shall not be entitled to withdraw days previously contributed. Any member who fails to contribute the required day annually shall be terminated in the same manner.

B. Funeral Leave

1. Four (4) days funeral leave including the day of the funeral shall be granted to paraprofessionals upon the death of anyone in the immediate family: their mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchild, or anyone residing in the same household. The preceding shall also apply to step relatives.
2. Funeral leave of one (1) day shall be allowed on the death of an aunt, uncle, niece, nephew, or in-laws if not living in the household.
3. Additional days for out-of-state travel may be granted at the discretion of the Superintendent.

4. Funeral leave shall be used in full within 5 consecutive week days, unless the day of the funeral and/or burial itself takes place out of the 5 week day time frame, in which case a paraprofessional is entitled to use their fourth day.

Other circumstances will be discussed between the Lynn Teachers Union and the Superintendent.

C. Military Leave

Military leave of absence, without pay, may be granted to a paraprofessional who normally works twenty (20) or more hours per week and who is inducted into the armed forces for the required length of service, according to the terms of the Selective Services and Training Act of 1940, and subsequent amendments by Congress.

D. Organized Reserve Forces

Any paraprofessional who normally works twenty (20) or more hours per week and who is a member of a reserve component of the Armed Forces of the United States shall be granted, in accordance with Section 59 of Chapter 33 of the General Laws, leave of absence, without loss of pay, during the time of his annual tour of duty as a member of such reserve component; provided, however, that such leave shall not exceed seventeen (17) days.

E. Emergency Suspension of Sessions

Paraprofessionals will receive full pay for all sessions suspended due to inclement weather.

F. Personal Leave

1. Paraprofessionals will be entitled to three (3) personal days with pay. Effective September 2014, paraprofessionals will be entitled to four (4) personal days with pay.
2. Requests for personal leave shall be made in writing, to the principal, forty-eight (48) hours in advance of the date of the requested leave.
3. No reasonable request for such leave will be denied and no written request will be required in an emergency situation.
4. Unused personal leave shall be added to the accumulated sick leave at the end of the school year.
5. Personal leave shall not be used for the purpose of extending vacations or holidays.

G. Maternity Leave

1. A paraprofessional shall be granted a maternity leave of absence without pay to become effective at her discretion and to terminate not more than two (2) years.
2. Unless a paraprofessional returns to duty at the expiration of the maternity leave her employment shall be terminated.
3.
 - a. Employees shall be entitled to receive compensation for accumulated sick leave days for any time period during which they are disabled due to pregnancy, childbirth, or related conditions.
 - b. Employees, at their option, are entitled to use fewer sick leave days than the amount to which they are eligible.
 - c. Employees shall be paid for the sick leave days at the applicable rate as of the time period for which the sick leave is claimed.
 - d. The Committee may request medical verification of the disability forty-two (42) calendar days from the date of delivery in order for the employee to continue the use of sick leave benefits.

H. Adoption Leave

Upon reasonable notice to the Superintendent of Schools, an adopting parent shall be granted an adoption leave of absence without pay to become effective at her/his discretion and to terminate not more than two (2) years from the day of adoption. If a paraprofessional fails to return from the adoption leave by the expiration of the two (2) year period, her/his employment shall be terminated.

I. Leave for Conferences, Conventions, etc.

With the approval of the School Committee, no more than four (4) official delegates of the Paraprofessional Chapter of the Lynn Teachers Union may be granted no more than two (2) days leave with pay to attend conventions of affiliated bodies, educational conferences or other functions which contribute to the advancement of educational welfare in the City of Lynn.

J. Jury Duty

Paraprofessionals in the bargaining unit shall be granted leave for jury duty. Any difference between their pay and payment for jury duty shall be made up by the School Committee.

K. Marriage Leave

A paraprofessional who marries shall be granted two (2) weeks leave without compensation.

L. Graduation Leave

1. A paraprofessional covered by this Agreement shall be granted leave of absence with pay for one (1) day to attend commencement exercises at which she/he will be awarded a degree or diploma.

2. A paraprofessional covered by this Agreement shall be granted leave of absence with pay for one (1) day to attend commencement exercises, from Junior High School through college, at which a member of her/his immediate family will be granted a degree or diploma.

M. Requests for Leave

All requests for leave under this Article, shall be made through a person's principal or immediate supervisor to the Superintendent of Schools or his designee.

After two (2) consecutive years on a leave of absence, the paraprofessional must return to her/his position or be terminated.

Article VII GRIEVANCE PROCEDURE

A. Definition

1. A "grievance" shall mean a complaint by an employee or the Union that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement.
2. As used in this Article, the term "employee" shall mean either an individual employee or a group of employees having the same grievance.
3. The Union may initiate and process grievances under the following procedure, acting in place of the employee.

B. Adjustment of Grievance

1. Level 1—Principal
 - a. An employee may present a grievance in writing to the principal of the school within fifteen (15) school days following knowledge by the grievant of the act or condition which is the basis of his complaint, unless the grievant has a valid excuse for later filing.
 - b. The employee and the principal shall first confer on the grievance with a view to arriving at a mutually satisfactory resolution of the complaint. At the conference, the employee may be represented by the appropriate Union representative; but where the employee is represented he must be present. Whenever a grievance is presented to the principal by the paraprofessional personally, the principal shall give the Union representative the opportunity to be present and state the views of the Union.
 - c. The principal of the school shall communicate his decision in writing to the aggrieved employee and to the Union representative who participated within five (5) school days after receiving the complaint.
2. Level 2—Superintendent of Schools
 - a. If the grievance is not resolved at Level 1, the aggrieved employee may appeal from the decision at Level 1 to the Superintendent of Schools within ten (10) school days after the decision of the appropriate superior has been delivered. The appeal shall be in writing and shall set forth specifically the reasons for the appeal.
 - b. The Superintendent of Schools, or his designated representative, shall meet and confer with the aggrieved employee with a view to arriving at a mutually satisfactory resolution of the complaint. The aggrieved employee and the appropriate Union representative shall be given at least two (2) school days notice of the conference and an opportunity to be heard.
 - c. Notice of the conference shall also be given to the principal of the school. The principal of the school and the appropriate superior may be present at the conference and state their views.
 - d. When the employee is not represented by the Union at this level, the Superintendent of Schools shall furnish the Union with a copy of the appeal from Level 1, together with notice of the date of the conference. In such cases, the Union may be present and state its views.
 - e. The Superintendent shall communicate his decision in writing, together with the supporting reasons, to the aggrieved employee and to any Union representative who participated at this level, within ten (10) school days after receiving the appeal.
 - f. The principal of the school and the appropriate superior shall also receive a copy of any decision at this level.
3. Special Procedures for Grievances Relating to Salary and Leave Matters
 - a. Any grievance based on a complaint that the employee has been placed on the wrong salary schedule, or step, or that he has been improperly denied an increment, or that his salary has been miscalculated, or that the person's absence deduction was improperly calculated, shall be filed directly with the Human Resource Manager and shall next be appealed to the Superintendent of Schools. In such cases, the provisions of the general procedures relating to Level 2 shall apply to the presentation and adjustment of the grievance except that:
 - (1) The grievance shall be filed within fifteen (15) school days following knowledge by the grievant of the act or condition which is the basis of the complaint, unless the grievant has a valid excuse for later filing.

(2) The employee need not be present at the conference.

The provisions of the general procedures relating to Level 2 shall apply to any appeal to the Superintendent of Schools from the decision of the Human Resource Manager.

4. Time Limits

- a. The time limits in this Article may be extended by mutual agreement.
- b. Failure at any level of the Grievance Procedure to appeal within the specified time limits shall be considered acceptance by the employee of the decision rendered.
- c. Failure at any level of the Grievance Procedure to communicate a decision within the specified time limits shall permit the employee to proceed to the next level.

Article VIII ARBITRATION

A grievance dispute which was not resolved at the level of the Superintendent under the grievance procedure may be submitted by the Union to arbitration. The proceeding may be initiated by filing with the School Committee and the American Arbitration Association a request for arbitration. The notice shall be filed within ten (10) school days after receipt of the decision of the Superintendent, under the Grievance Procedure. The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding. The parties shall determine by lot which of them shall strike first from the list of arbitrators submitted.

The arbitrator shall issue his decision not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issues submitted. The decision of the arbitrator, if made in accordance with his jurisdiction and authority under this Agreement, will be accepted as final by the parties to the dispute and both will abide by it. The arbitrator's fee will be shared equally by the parties to the dispute.

The Committee agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance and the Union agrees that it will not bring or continue, and that it will not represent any employee in any grievance which is substantially similar to a grievance denied by the decision of the arbitrator.

Article IX UNION PRIVILEGES AND RESPONSIBILITIES

A. Dues Check-Off

1. The Union may secure authorization for payroll deductions for Union dues. Such authorizations may be revocable as provided by law. The Committee will request the Treasurer of the City of Lynn to submit such sums in total to the Union Treasurer weekly.
2. The Union shall be notified of any paraprofessional withdrawing or dropped from payroll deductions.
3. Any paraprofessional desiring to have the Committee discontinue deductions that he has previously authorized must provide written notice to the Committee.

B. Protection of Individual and Group Rights

1. Nothing contained herein shall be construed to prevent the Committee, a member of the Committee, or its designated representatives, from meeting with any paraprofessional for expression of the paraprofessionals views. In the area of collective bargaining, no changes or modifications shall be made except through consultation or negotiation with the Union. Nothing contained herein shall be construed to permit any organization other than the Union to appear in an official capacity in the processing of a grievance.
2. Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with his immediate superior or processing a grievance on his own behalf in accordance with the grievance procedure.

C. Information

1. The Committee shall make available to the Union, upon its reasonable request, all records relevant to negotiations, or necessary for the proper enforcement of this Agreement.
2. Names, addresses, and current assignment of newly employed paraprofessionals shall be provided to the Union following their election by the School Committee.

D. Existing Laws and Regulations Preserved

The rights and benefits of persons provided herein are in addition to those provided by city, state, or federal law, rule or regulation, including without limitation all applicable tenure, pension, or education laws and regulations.

E. Printing of Contract

The Committee agrees to pay one-half (1/2) the cost of printing the Agreement in booklet form and to distribute copies of the Agreement to each paraprofessional presently employed by the Committee and to each new paraprofessional hired by the Committee.

F. Paraprofessional Meetings

A committee of paraprofessional representatives not to exceed five (5) members shall meet after school hours with the Superintendent of Schools for consultation on problems and policies related to this Agreement. There shall be no more than four (4) meetings per year. Both parties may submit items for the agenda. The Chapter Chairperson and the Superintendent shall establish a mutually convenient time for these meetings.

G. Distribution of Materials

The Union shall have the right to distribute Union-related materials to all paraprofessionals.

H. Agency Fee

Any paraprofessional employed by the Lynn School Department on or after September 1, 1983, and is not a member of the Lynn Teachers Union, shall be required, as a condition of employment, to pay an agency fee to the Lynn Teachers Union.

Such payment shall be in accordance with Massachusetts statute, G.L. c. 150E, Section 12 and shall represent the agency fee person's fair share of administrative costs pertaining to collective bargaining and contract implementation.

I. Fair Practices

As sole collective bargaining agent, the Union will continue its policy of accepting into voluntary membership all eligible persons in the unit without regarding to race, color, creed, national origin, sex, age, handicap, or marital status. The Union will represent equally all persons without regard to membership, participation in, or activities in any employee organization.

The Committee agrees to continue its policy of not discriminating against any person on the basis of race, creed, color, national origin, sex, age, handicap, marital status, or participation in or association with the activities of any employee organization.

Article X HANDLING OF NEW ISSUES

Matters of collective bargaining import not covered by this Agreement may, during the life of the Agreement, be handled in the following manner:

By this Committee:

With respect to matters not covered by this Agreement which are proper subjects for collective bargaining, the Committee agrees, it will make no changes without prior consultation and negotiation with the Union.

By the Union:

In any matter not covered in this Agreement which is a proper subject for collective bargaining, the Union may raise issue with the Committee for consultation and negotiation; except that the Union shall not seek to renew to be effective during this Agreement any question introduced, debated and settled, either negatively or affirmatively, during the bargaining prior to final settlement.

Being a mutual Agreement, this instrument may be amended at any time by mutual consent.

Article XI SAVINGS CLAUSE

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable, performed, or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the Union.

In the event that any provisions of this Agreement are or shall be contrary to law, all other provisions of this Agreement shall continue in effect.

Article XII
RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS

The Union and the Committee agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Union, shall for the term of this Agreement, not engage in, instigate, or condone any strike, work stoppage, or any concerted refusal to perform normal work duties.

Article XIII
DURATION

This Agreement and each of its provisions shall be in effect as of September 1, 2016, and shall continue in full force and effect until August 31, 2018. Negotiations for a subsequent agreement shall commence on November 1, 2017, on all items. The School Committee and the Union agree to a salary reopener effective at the request of either party.

Date of Execution: January 25, 2018.

LETTER OF UNDERSTANDING – 1
between the
LYNN SCHOOL COMMITTEE
and the
LYNN TEACHERS UNION LOCAL 1037, AFT, AFL-CIO

1. The Administration shall at the start of the school year conduct a study of the Food Distributor's working conditions where the meals served exceed 300. The Union shall have representation in this study group.
2. In Article IV, Section F., Work Day and Work Year, additional hours may be provided subject to prior approval by the Superintendent.

LETTER OF UNDERSTANDING – 2
between the
LYNN SCHOOL COMMITTEE
and the
LYNN TEACHERS UNION LOCAL 1037, AFT, AFL-CIO

Incorporated by reference are Sections 5-7 of the Home Rule Petition. (See attachment A.)

ATTACHMENT A

Section Six: Article 5 of the Charter of the City of Lynn is hereby amended by inserting the following:

Section 5-7 Allotments

On or before August 1st of each year, or within ten (10) days after the approval of the City Council and the Mayor of the annual appropriation order for such fiscal year, whichever shall occur later, the city officials in charge of departments or agencies including the Superintendent of Schools for the School Department, shall submit to the Chief Financial Officer, with a copy to the City Clerk, in such form as the Chief Financial Officer may prescribe, an allotment schedule of the appropriations of all personnel categories included in said budget, indicating the amounts to be expended by the department or agency for such purposes during each of the fiscal quarters of said fiscal year, or such shorter time periods as the Mayor or Chief Financial Officer may prescribe.

Whenever the Chief Financial Officer determines that any department or agency, including the School Department, will exhaust or has exhausted its quarterly or shorter time period allotment and any amounts unexpended in previous periods, he shall give notice in writing to such effect to the Department Head, the Mayor, the City Solicitor, and the City Clerk who shall transmit the same to City Council. Upon such a determination and upon giving such notice, the Chief Financial Officer shall provide such officers additional reports on at least a monthly basis indicating the status of such accounts.

The Mayor within seven (7) days after receiving such notice, shall determine whether to waive or enforce such allotment. If the allotment for such period is waived or not enforced, as provided above, the department or agency head shall reduce the subsequent period allotments appropriately. If the allotment for such period is enforced or not waived,

thereafter the department shall terminate all personnel expenses for the remainder of such period. All actions, notices, and decisions provided for in this section shall be transmitted to the City Council and the City Clerk within seven (7) days.

No personnel expenses earned or accrued, within any department, shall be charged to or paid from such department's or agency's allotment of a subsequent period without approval by the Mayor, except for subsequently determined retroactive compensation adjustments. Approval of a payroll for payment of wages, or salaries, or other personnel expenses which would result in a expenditure in excess of the allotment shall be a violation of this section by the department or agency head, including the Superintendent of Schools and the School Committee. If the continued payment of wages, salaries, or other personnel expenses is not approved in a period where a department has exhausted the period allotment or allotments as specified above, or in any event, if a department has exceeded its entire appropriation for a fiscal year, the City shall have no obligation to pay such personnel cost or expense arising after such allotment or appropriation has been exhausted.

Notwithstanding the provisions of Chapter 150E of the General Laws, every collective-bargaining agreement entered into by the City or the School Department after the effective date of this act shall be subject to and shall expressly incorporate the provisions of this section.

Memorandums of Agreement

1. One-to-one paraprofessionals, when not servicing their regular student assignment, shall be subject to be assigned to an appropriate instructional paraprofessional duty by the principal.
2. In an effort to create career opportunities for paraprofessional employees, the Lynn School Committee and Local 1037 agree to participate in a Joint Study Committee to determine the possibility of adding the position of instructional assistant.

Said Committee shall be comprised of two (2) administrative members appointed by the Superintendent and two (2) paraprofessional members appointed by the Union.

This Committee will present a report to the Lynn School Committee and Local 1037 on or before February 4, 1994.

APPENDIX A-1 BASIC SALARY SCHEDULE

Effective September 1, 2016

Step	A Lunch Aide Breakfast Aide	B Food Distributor	C CLA/CBA Non-Cert. Para	D Certified Para 10 Credits	E Certified 22 Credits	F Certified 28 Credits	G Assoc. Degree	H Assoc. Degree +20 Credits
1	11.12	12.65	13.93	14.90	16.43	17.10	17.76	18.43
2	12.86	14.09	15.17	16.90	18.43	19.16	19.80	20.47
3	14.19	15.70	17.23	17.89	19.41	20.08	20.75	21.40

APPENDIX A-2 BASIC SALARY SCHEDULE

Effective September 1, 2017

Step	A Lunch Aide Breakfast Aide	B Food Distributor	C CLA/CBA Non-Cert. Para	D Certified Para 10 Credits	E Certified 22 Credits	F Certified 28 Credits	G Assoc. Degree	H Assoc. Degree +20 Credits
1	11.34	12.90	14.21	15.20	16.76	17.44	18.12	18.80
2	13.12	14.37	15.47	17.24	18.80	19.54	20.20	20.88
3	14.47	16.01	17.57	18.25	19.80	20.48	21.17	21.83

Column A: Lunch aides and breakfast aides.

Column B: Food distributors.

Column C: Chief lunch aides, chief breakfast aides, and non-certified instructional paraprofessionals.

Column D: Certified instructional paraprofessionals with at least ten (10) education credits from an officially recognized accredited institution of learning beyond a high school diploma or credits earned through district or union offered professional development and approved by the Superintendent or an instructional paraprofessional with certification through an instructional paraprofessional training program.

Column E: Certified instructional paraprofessionals with at least twelve (12) additional education credits, beyond the ten (10) earned in Column D, from an officially recognized accredited institution of learning beyond a high school diploma or credits earned through district or union offered professional development and approved by the Superintendent.

Column F: Certified instructional paraprofessionals with six (6) educational credits beyond Column E.

Column G: Associate's Degree: Paraprofessionals who have obtained an Associate's Degree from an accredited college or university in an area relevant to education or in content matter beneficial to the Lynn Public Schools shall move to Column G with the approval of the Superintendent.

Paraprofessionals who are taking courses at an accredited college or university working toward an Associate's Degree in an area relevant to education or in content matter beneficial to the Lynn Public Schools must have those courses approved in advance by the Superintendent.

Paraprofessionals who began taking courses at an accredited college or university working toward an Associate's Degree in an area relevant to education or in content matter beneficial to the Lynn Public Schools prior to the effective date of this contract shall submit evidence of courses taken to the Superintendent no later than February 11, 2005.

Paraprofessionals who have obtained a minimum of sixty (60) credit hours from an accredited college or university which would lead to a Bachelor's Degree and teacher certification from the Department of Education shall move to Column G with the approval of the Superintendent.

Column H: Associate's Degree +20 Credits: Effective September 1, 2011, paraprofessionals who have obtained an Associate's Degree and 20 credits from an accredited college or university in an area relevant to education or in content matter beneficial to the Lynn Public Schools shall move to Column H with the approval of the Superintendent.

Paraprofessionals who are taking courses at an accredited college or university working toward a Bachelor's Degree in an area relevant to education or in content matter beneficial to the Lynn Public Schools must have those courses approved in advance by the Superintendent.

Paraprofessionals who began taking courses at an accredited college or university working toward a Bachelor's Degree in an area relevant to education or in content matter beneficial to the Lynn Public Schools prior to the effective date of this contract shall submit evidence of courses taken to the Superintendent no later than April 30, 2012.

Paraprofessionals who have obtained a minimum of eighty (80) credit hours from an accredited college or university, which would lead to a Bachelor's Degree and teacher certification from the Department of Education, shall move to Column H with the approval of the Superintendent.

Appendix B

Lynn Public Schools Paraprofessional Performance Evaluation System

April 2005

LYNN PUBLIC SCHOOLS

RATIONALE FOR THE PERFORMANCE EVALUATION OF STAFF

The Lynn School Committee is responsible for providing the students, parents, and citizens of Lynn with the best educational opportunities and programs possible.

To effectively carry out this responsibility, the Committee must insure that the staff provides the quality of education desired by all who support, benefit from, and most importantly, depend upon the Lynn Public Schools for their education. The Committee believes that the continuous evaluation of job performance as required by M.G.L. Chapter 188 is one effective way to insure quality public schooling for the citizens of Lynn.

The primary purposes of Lynn's staff performance evaluation system are:

1. to improve student achievement and the instructional programs via the continuous monitoring and improvement of staff job performance;
2. to identify and commend outstanding staff performance;
3. to identify and provide reasonable opportunities for the remediation of staff performance as needed;
4. to provide the Committee, the Superintendent, and other administrative and supervisory personnel with job performance-based information in order to assist them in making employment-related decisions.

The Committee's commitment to the use of performance evaluation of staff as one mechanism to insure the provision of the desired quality of education is based upon four beliefs. They are:

1. student learning is directly and significantly related to the quality of staff performance;
2. the quality of instruction and, therefore, student learning can be increased by improving the job performance of staff;
3. the improvement of staff performance is the responsibility of each staff member and the supervisory and administrative staff of the school system;
4. staff performance and ultimately student learning can best be improved, in most instances, via face-to-face communication and immediate feedback (oral/written) as required by a formal performance evaluation system.

If staff performance evaluation is to produce the desired results—improved instruction and learning—all parties must be committed to its successful implementation. All have a role in improving the current quality of instruction and learning in the school system. All can benefit from constructive periodic changes to improve job performance.

This staff performance evaluation system requires that administrators and other supervisory personnel spend time and energy in carrying out two primary responsibilities:

- a. evaluating the job performance of personnel;
- b. assisting personnel in improving their job performance.

School systems that consistently deliver quality educational services have an administration and supervisory staff that value performance evaluation and consistently work with teachers, paraprofessionals, and other personnel to increase student learning via the improvement of instructional performance.

This staff evaluation system acknowledges that paraprofessionals and other personnel who provide instructional services directly to students are the most important components of the instructional delivery system. It also acknowledges that our students can only learn and maximize their opportunities and educational growth if the instruction they receive is of the highest quality.

LYNN PUBLIC SCHOOLS

JOB DESCRIPTION—PARAPROFESSIONALS

TITLE: PARAPROFESSIONAL

REPORTS TO: PRINCIPAL (or Designee)

JOB GOALS:

1. To help provide maximum learning opportunities for students in accordance with school system goals and students' abilities and educational needs.
2. To continuously develop his/her professional knowledge, skills, attitudes, and behaviors in order to improve the educational opportunities for his/her students.

I. PERFORMANCE RESPONSIBILITIES

A. INSTRUCTION

1. Assist the teacher to instruct students in accordance with the educational philosophy, goals, policies, and curriculum of the school system.

2. Help the teacher in directing the teaching/learning process toward the achievement of program goals, establish specific course and lesson objectives, and communicate these objectives to students.
3. Instruct students assigned to him/her under the direction of the teacher.
4. Support the teacher by employing a variety of instructional techniques, materials, and instructional media, consistent with the needs, interests, and abilities of the students and the objectives of the course.
5. Aid the teacher in motivating students to learn and encourage active student participation.
6. Report the progress of students in terms of course objectives on a continuous basis to the teacher.
7. Set a positive example for students and community by demonstrating respect and concern for students and an awareness of community values.
8. Assist in the recording and collection of data according to established procedures.

B. MANAGEMENT OF TEACHING/LEARNING ENVIRONMENT

1. Help establish and maintain a classroom environment conducive to learning and teaching.
2. Assist the teacher in implementing policies and/or rules governing student life and conduct and help maintain order in the classroom in a fair and just manner.
3. Promote appropriate student behavior and correct students' misbehavior when it occurs in the classroom (e.g., hallways, cafeteria).
4. Encourage mutual respect among students.
5. Take reasonable precautions to protect students, equipment, materials, and facilities from harm.
6. Assist in the care of all specialized equipment (wheelchairs, braces, walkers, lifts, etc.).
7. Monitor student safety in all situations and at all times.

C. ORGANIZATION

1. Help conduct all school-related activities in accordance with School Committee policies and administrative regulations.
2. Cooperate with administrators and others in developing and supporting school activities and maintain an atmosphere conducive to learning and teaching.
3. Establish and maintain productive working relationships with colleagues and supervisors.
4. Assist the teacher in recording attendance accurately in classes and/or homerooms.
5. Conduct routine assignments with accuracy, promptness, and efficiency.
6. Is punctual to class and other professional meetings.
7. Perform all other school-related duties as required by the teacher, principal, or department head.

D. PARENT/COMMUNITY RELATIONS

1. Demonstrate respect and courtesy for parents at all times.
2. Establish and maintain communication (oral and written) with teachers concerning both the academic and behavioral progress of all assigned students.
3. Maintain good humor, enthusiasm, initiative, and integrity with students and colleagues and have a positive working relationship with them.

E. PROFESSIONALISM

1. Incorporate constructive feedback and suggestions for improvement in performance made by teachers and administrators.
2. Exercise sound judgment in school-related matters in accordance with the highest standard of professional conduct and ethics.
3. Abide by the chain of command in all professional matters.
4. Demonstrate commitment to the positive growth and well-being of his/her students, school, and the school system.

II. QUALIFICATIONS

Associate's Degree or highly qualified status as stated in No Child Left Behind Act (NCLB).

III. TERMS OF EMPLOYMENT

Salary, benefits, and work year established by Agreement between the Lynn School Committee and the Lynn Teachers Union.

IV. EVALUATION

The principal, headmaster, or other administrative head outside of the bargaining unit will be responsible for all evaluations. However, they may be assisted by other qualified persons (who are not members of the bargaining unit) designated by the School Department. Input will also be sought from the teacher for whom the paraprofessional works.

LYNN PUBLIC SCHOOLS
PROCEDURE FOR PERFORMANCE EVALUATIONS (PARAPROFESSIONALS)

I. GENERAL INFORMATION

A. DEFINITIONS AS PROVIDED IN STATE REGULATIONS

EVALUATIONS. Personnel evaluation is the ongoing process of defining goals and of identifying, gathering, and using information as part of a process to improve professional performance and to judge total job effectiveness. The evaluation process shall be free of racial, sexual, religious, and other discriminations and biases as defined in state and federal laws.

PARAPROFESSIONAL. A school employee whose position is either 1) instructional in nature; or 2) who provides other direct or indirect services to students. The instructional paraprofessional works as a member of a team in the classroom where the teacher has the ultimate responsibilities for the design and implementation of the classroom education program, the education program of individual students, and for evaluation of those programs and student progress.

The paraprofessional works under the ultimate supervision of the school principal and is assigned to work under the direction of a teacher or a team of teachers.

EVALUATOR. Any person designated by a School Committee with responsibility for evaluation. It is the responsibility of the Superintendent of Schools to insure that evaluators have training in general principles of supervision and evaluation and have or have available to them expertise in the subject matter and or area to be evaluated.

STANDARDS OF PERFORMANCE. Standards of productivity and performance are subject to collective bargaining under M.G.L. c150E.

B. CHARACTERISTICS OF AN EFFECTIVE PERFORMANCE EVALUATION SYSTEM

An effective performance evaluation system has the following characteristics:

1. assumes that standards of effectiveness can be determined and that performance can be measured in terms of those standards;
2. states clearly, in writing the purposes of evaluation;
3. includes information based primarily on direct observation of performance;
4. allows for differences in assignments, includes information concerning class size, support, characteristics of students, and class environment;
5. includes information from evaluatee about his/her job performance;
6. identifies areas of strengths and areas in need of improvement;
7. provides specific recommendations for improving performance as needed and follow-up evaluation;
8. evaluation report is communicated in writing to the evaluatee;
9. evaluatee has an opportunity to respond in writing to his/her evaluation report;
10. provides for the evaluation of the job performance every year.

II. EVALUATION PROCESS

The distinction between the processes of observation and evaluation must be clear. Observation refers to seeing, reviewing, analyzing, and documenting paraprofessional performance throughout the school year in classroom and non-classroom settings. Evaluation refers to the making of judgments based upon the data accumulated about the paraprofessional's performance during observations of classroom performance and during the implementation of non-classroom responsibilities throughout the school year.

The evaluation process is a CONTINUOUS CYCLE OF DATA COLLECTION, ANALYSIS, AND FEEDBACK through classroom visits, conferences, and staff interaction throughout the school year.

A. RESPONSIBILITY OF THE PRINCIPAL

The principal shall be responsible for the performance evaluation of ALL personnel assigned to his/her school on a non-itinerant basis.

In areas of non-expertise, the principal shall rely on the expertise of assistant principals, department heads, and other supervisory personnel in evaluating the professional staff in his/her school.

The job performance of all itinerant personnel shall be evaluated by appropriate supervisory personnel from central administration. The principal shall participate in the evaluation of itinerant personnel in those performance areas where he/she has expertise.

B. FREQUENCY OF PERFORMANCE EVALUATION

All paraprofessionals will be evaluated at least once during his/her three (3) month probationary period. All other paraprofessionals will be evaluated annually. Copies of the Paraprofessional's Job Description, Evaluation Instrument, and Rationale will be available from the principal upon the paraprofessional's request.

In addition, prior notice for classroom observation(s) for paraprofessionals shall be at least one (1) but not more than five (5) school days. If the observation does not occur within this parameter as scheduled, prior notice must be repeated. A minimum of one (1) classroom observation is required.

All evaluations of paraprofessionals shall be completed no later than June 1st.

If necessary, as determined by the principal, paraprofessionals may be evaluated as often as required to improve performance.

C. PERFORMANCE EVALUATION ACTIVITY

All observation and evaluation of a paraprofessional's performance shall be conducted with full knowledge of the paraprofessional.

Evaluations which indicate unsatisfactory performance or need for improvement shall include specific recommendations by the evaluator for the paraprofessional to implement. Paraprofessionals may also request additional help from the school administration in order to improve their performance as required.

No adverse comments concerning a paraprofessional's performance shall be given to the paraprofessional by evaluators in the presence of anyone but another supervisor.

D. CONFERENCES

At the beginning of each school year, the principal or his/her designee shall meet with the paraprofessionals for the purpose of explaining the evaluation process and instrument and answer any questions.

Principals (or designees) may conduct a pre-observation conference with the paraprofessional whose classroom performance is to be observed.

Post-observation conferences within five (5) school days are required.

All conferences may include data and discussion of performance other than classroom performance but within the scope of the performance responsibilities as detailed in the job description.

The post-observation conference is a key component of the evaluation process. Performance ratings are discussed and clarified. Goal-setting and strategies for improvement, if necessary, are outlined. Plans are made to provide assistance and schedule subsequent observations and other assistance as needed. The focus is on what specific performances need to be improved and what needs to be done by the paraprofessional and evaluator to insure that the improvement occurs in a reasonable period of time. **CONSTRUCTIVE CANDOR IS REQUIRED.**

Minimally, the post-observation conference should provide an opportunity for the evaluator to adequately detail the rationale for his/her ratings of the paraprofessional's performance, appropriate commendations, and, most importantly, constructive feedback for improvement, if necessary. It should also provide the paraprofessional an opportunity to describe his/her performance, clarify for the evaluator information that is incorrect, be commended for his/her performance, and establish some goals and strategies for improvement, if necessary.

At the conclusion of the post-observation conference, the paraprofessional shall sign the Evaluation Report. This signature does not necessarily mean agreement. It means that the results of the evaluation were discussed with the paraprofessional in a post-observation conference and that the paraprofessional has received a copy of the Evaluation Report.

If the need for remediation is indicated, the evaluator and paraprofessional will develop a plan for improvement.

E. RECORD OF PERFORMANCE

Upon completion of the Evaluation Reports, the principal shall provide copies of the reports to the following parties:

1. Paraprofessional
2. Principal's Files (School)
3. Paraprofessional's Personnel File
4. Deputy Superintendent

Copies of Evaluation Reports for paraprofessionals shall be forwarded to the Deputy Superintendent no later than June 15 of each school year.

SUMMARY

The primary purposes of this evaluation system are to improve paraprofessional performance, to strengthen competencies, to recognize and commend exceptional performance, and of course, to remediate skills in need of improvement. Remedial assistance, if necessary, will be provided. Only if remedial efforts do not succeed will this system be used to support recommendations concerning future employment.

This system of performance evaluation acknowledges that paraprofessionals are an important component of our instructional delivery system. It also acknowledges that our students can only learn and maximize their opportunities and growth if the instruction they receive from our teachers and paraprofessionals is of the highest quality.

This system of performance evaluation purports to insure quality instruction and, therefore, quality learning—in short—quality education and genuine opportunity for all students.

The Lynn School Committee wishes you every success in its implementation.

**LYNN PUBLIC SCHOOLS
PARAPROFESSIONAL PERFORMANCE EVALUATION INSTRUMENT**

Paraprofessional's Name: _____ Date: _____

Evaluator: _____ Classroom Teacher: _____

School: _____ Program: _____

(Check One) Highly Qualified _____ Reasonable Progress _____ Not Highly Qualified _____

(Check One) Instructional paraprofessional _____ One to One paraprofessional _____ Lunch/Breakfast paraprofessional _____

PERFORMANCE RATINGS

1. EXCEEDS STANDARDS—Performance surpasses the standards of the Lynn Public Schools.
2. MEETS STANDARDS—Performance fulfills the standards of the Lynn Public Schools.
3. NEEDS IMPROVEMENT—Performance fulfills the requirements for the most part. Improvement, however, is needed and expected.
4. DOES NOT MEET STANDARDS—Improvement is required.

PARAPROFESSIONAL RESPONSIBILITIES (ALL PARAPROFESSIONALS)

- a. Maintains proper appearance and demeanor _____
- b. Works in a cooperative fashion with all staff _____
- c. Accepts directions from others _____
- d. Demonstrates flexibility in accepting schedule/assignment changes _____
- e. Able to get verbal or written messages across in a clear, organized and appropriate manner _____
- f. Uses time wisely _____
- g. Respects student and family rights to confidentiality at all times _____
- h. Encourages care and responsibility for school materials and environment _____

ATTENDANCE AND PUNCTUALITY (ALL PARAPROFESSIONALS)

- a. Adheres to district policy regarding attendance/use of sick time _____
- b. Adheres to district policy regarding punctuality _____

INSTRUCTIONAL RESPONSIBILITIES (INSTRUCTIONAL PARAPROFESSIONALS ONLY)

- a. Supports the goals and objectives of the teacher and the instructional program _____
- b. Supervises students effectively _____
- c. Assists the classroom teacher with establishing and maintaining a challenging teaching/learning environment _____
- d. Assists the classroom teacher with the provision of instructional activities at the appropriate level for all students _____
- e. Assists the classroom teacher with establishing and maintaining appropriate management procedures in the class _____
- f. Demonstrates the ability to carry out assignments and responsibilities with minimal supervision _____
- g. Cooperates with the classroom teacher _____
- h. Assists in the collection and recording of data accurately according to established procedures _____
- i. Assists in the care of all specialized equipment (wheelchairs, braces, lifts, etc.) _____
- j. Monitors student safety in all situations and at all times _____

Evaluator's Comments:

Paraprofessional's Comments:

Date: _____ Signature of Evaluator _____

Date: _____ Signature of Paraprofessional _____

The paraprofessional's signature indicates that the paraprofessional has received a copy of this performance evaluation. It does not indicate that the paraprofessional is in agreement with the evaluator's ratings of his/her performance or the evaluator's commendations or recommendations.

The paraprofessional may comment on the evaluator's ratings, commendations and recommendations in writing on this page or additional pages.

LYNN SCHOOL COMMITTEE

BARGAINING COMMITTEE:

Thomas McGee, Mayor
Brian Castellanos
Donna M. Coppola
John E. Ford, Jr.
Lorraine Gately
Jared Nicholson
Michael Satterwhite
Catherine C. Latham, Superintendent
John C. Mihos, Esquire, Labor Relations Consultant

LYNN TEACHERS UNION, LOCAL 1037 AMERICAN FEDERATION OF TEACHERS, AFL-CIO, PARAPROFESSIONALS

BARGAINING COMMITTEE:

Sheila O'Neil, President
Jeremy Shenk, AFT Massachusetts
Rocio Cruz
Catherine Deveney, Chairperson
Kirsten Kasper
Carol McPherson