

Agreement

between

The New Bedford School Committee

and the

New Bedford Federation of Para-Educators, Local 2378, AFTMA, AFT, AFL-CIO

This Agreement is entered into by and between the New Bedford School Committee (hereinafter the Committee) and the New Bedford Federation of Paraprofessionals (hereinafter the Federation).

WHEREAS, the Committee and the Federation are parties to a Collective Bargaining Agreement for the period August 1, 2022 through July 31, 2025 (hereinafter referred to as “the CBA”); and

WHEREAS, the Committee and Federation wish to extend the benefits of the Massachusetts Small Necessities Leave Act (“SNLA”) M.G.L. c. 149, §52D, to members of the Para-Educator bargaining unit

NOW THEREFORE, the Parties hereto, in consideration of their mutual covenants and agreements to be performed, as hereinafter set forth, agree, effective January 8, 2024, as follows:

1. Para Educators and Non-Instructional Paraprofessionals who have worked 1100 hours are eligible to take off up to 12 hours in a 12- month period to:
 - To participate in school activities directly related to the educational advancement of a son or daughter of the employee, such as parent-teacher conferences or interviewing for a new school;
 - To accompany the son or daughter of the employee to routine medical or dental appointments, such as check-ups or vaccinations;
 - To accompany an elderly relative of the employee to routine medical or dental appointments or appointments for other p professional services related to the elder’s care, such as interviewing at nursing or group homes.

The term “son or daughter” is defined as a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis. The son or daughter must either be under 18 years of age or 18 years of age or older and incapable of self-care because of mental or physical disability. 29 U.S.C. § 2611(12).

The term "elderly relative" is defined as an individual of at least 60 years of age who is related by blood or marriage to the employee, including a parent. M.G.L. c. 149, s. 52D(a).

The term "school," is defined as a public or private elementary or secondary school; a Head Start program assisted under the Head Start Act, 42 U.S.C. §§ 9831 et seq.; or a children's day care facility licensed under M.G.L. c. 28A

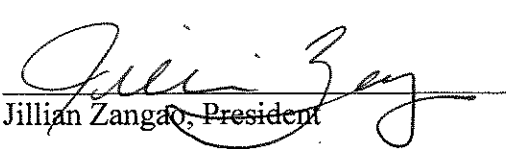
2. The 12 hours of leave available under this benefit are in addition to the 12 weeks of leave an employee may be eligible for under the federal Family and Medical Leave Act.
3. The employee must request the leave no later than 7 days in advance using the application process established by the District.
4. The 12 hours may be taken within the 12-month rolling year period and the time may be taken on an intermittent (e.g. two hours to attend a parent-teacher conference) or reduced-time schedule. Leave use must be used in minimum increments of no less than one hour.
5. While the 12 hours need not be paid, if the employee chooses to substitute it for paid leave that the employee has accrued, the 12 hours of the leave period would then also be paid in the same manner as the paid leave. This agreement does not require the District to provide paid sick leave or paid medical leave in any situation where the employer would not normally provide such paid leave.
6. This **AGREEMENT** contains the full and complete agreement by and between the Parties hereto. This **AGREEMENT** may not be modified, amended, or otherwise affected except by writing signed by all Parties hereto.

This Memorandum of Agreement is agreed to by the Parties on this the 8th of January 2024.

NEW BEDFORD SCHOOL COMMITTEE

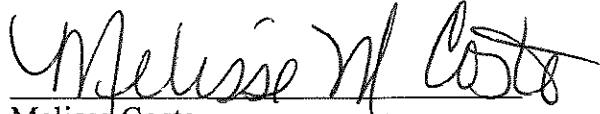
FEDERATION OF
PARAPROFESSIONALS 2378


Andrew O'Leary, Interim Superintendent

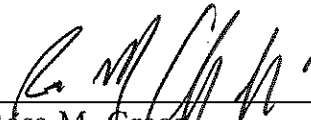

Jillian Zanga, President

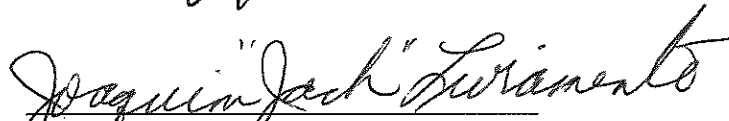

Mayor Jonathan E. Mitchell, Chairperson


Christopher A. Cotter, Vice Chairperson


Melissa Costa


Colleen Dawicki


Ross M. Grace


Joaquin "Jack" Livramento


Bruce J. Oliveira